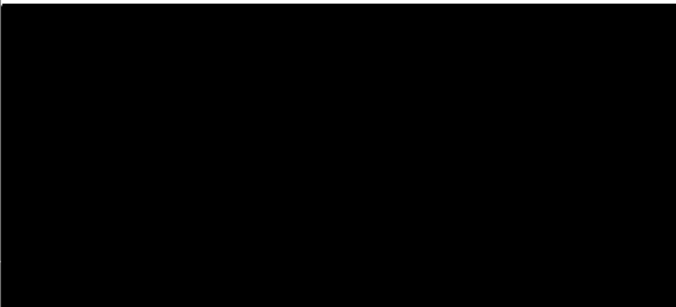


# STATE OF NEW YORK CONTRACT AGREEMENT

|   |   |
|---|---|
| <u>STATE AGENCY (Name &amp; Address):</u><br><br>New York State Department of Corrections and<br>Community Supervision<br>The Harriman State Campus<br>1220 Washington Avenue<br>Albany, New York 12226 | <u>BUSINESS UNIT:</u><br>DOC01<br><br><u>NYS COMPTROLLER'S NUMBER</u><br>C161416<br><br><u>DEPARTMENT CODE:</u><br>3250226  |
| <u>CONTRACTOR</u><br>Securus Technologies, Inc.<br>14651 Dallas Parkway, Suite 600<br>Dallas, Texas 75254-8815  | <u>TYPE OF PROGRAM (S):</u><br>Inmate Telephone System  |
|    | <u>INITIAL CONTRACT PERIOD</u><br><br>FROM: October 1, 2017<br>TO: September 30, 2022<br><br>TWO OPTIONAL ONE-YEAR RENEWALS<br><br><u>FUNDING AMOUNT FOR INITIAL PERIOD</u><br>\$0.00 |

## APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

|       |            |  |
|-------|------------|--|
| __X__ | Appendix A | Standard Clauses as required by the Attorney General for all State contracts |
| __X__ | Appendix B | RFP, 2016-02, <i>Inmate Telephone System</i> , and all Addenda               |
| __X__ | Appendix C | Securus Technologies Technical Proposal                                      |
| __X__ | Appendix D | Securus Technologies Cost Proposal   |
| __X__ | Appendix E | Non-Disclosure Agreement   |
| __X__ | Appendix F | M/WBE Requirements   |

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

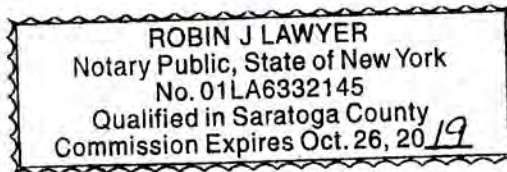
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|--|--|
| <b>CONTRACTOR</b><br><br><u>Securus Technologies, Inc.</u><br><br>By: <u>D. J. Renaldi</u><br><u>Dennis J. Renaldi</u><br>Printed Name<br><br>Title: <u>V.P. / General Counsel &amp; Secretary</u><br><br>Date: <u>6/21/17</u> | <b>Contract No.</b> C161416<br><br><b>STATE AGENCY</b><br><br><u>New York State Department of Corrections and Community Supervision</u><br><br>By: <u>Sandra L. Downey</u><br><br>SANDRA L. DOWNEY<br><br>Title: <u>Director of Budget and Finance</u><br><br>Date: <u>6/21/17</u><br><br><u>State Agency Certification</u><br><br>"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract." |
|--|--|

STATE OF NEW YORK

County of ALBANY ) SS.:

On the 21<sup>st</sup> day of June, 20 17, before me personally appeared Dennis J. Renaldi, to me known, who being by me duly sworn, did depose and say that he/she resides at 5552 Drone Drive, Dallas, TX, that he/she is the V.P. / General Counsel of the Securus Technologies, Inc., the corporation described herein which thereto by order of the board of directors of said corporation.

(Notary) Robin J. Lawyer



ATTORNEY GENERAL'S SIGNATURE

Title: Assistant Attorney General  
Date: JUL 14 2017  
  
Benjamin I. Maggi  
BENJAMIN I. MAGGI  
ASSISTANT ATTORNEY GENERAL

STATE COMPTROLLER'S SIGNATURE

Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
  
**APPROVED**  
DEPT. OF AUDIT & CONTROL  
  
NOV 9 2017  
  
Charlotte E. Davis  
FOR THE STATE COMPTROLLER

## **AGREEMENT**

This AGREEMENT made this 21<sup>st</sup> day of June, 2017 between the NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION (hereinafter referred to as "DOCCS"), with its principal office located at The Harriman State Campus, 1220 Washington Avenue, Albany, New York 12226 and Securus Technologies, Inc. (hereinafter "CONTRACTOR"), with its principal office located at 14651 Dallas Parkway, Suite 600, Dallas, Texas 75254; and

WHEREAS, pursuant to New York Correction Law § 112(1), the Commissioner of DOCCS is given the authority to contract with private entities for the performance of such functions deemed necessary or desirable to promote the efficient operation of DOCCS, as well as the fulfillment of all lawful responsibilities of DOCCS; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT.

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

### **I. TERM**

A. When signed by the parties and approved by all necessary government agencies, this AGREEMENT shall commence on October 1, 2017, and be in effect through September 30, 2022 ("Term") unless terminated earlier pursuant to its terms.

## **II. RENEWALS**

A. DOCCS reserves the sole right to renew the Agreement for two additional one- year periods under the same terms and rates by notifying the contractor of its intention no less than one-hundred-eighty (180) days before the expiration of the original Agreement or 90 days before the end of the initial one year renewal period.

## **III. AMENDMENTS**

A. This AGREEMENT may be amended only upon the mutual written agreement of the parties.

B. To modify the AGREEMENT within an existing Term or Renewal Term, the parties shall execute an amendment to the agreement. Any change in the scope, or change in the term, is subject to the approval of the Office of the State Comptroller.

## **IV. TERMINATION**

A. Event of default: The contract may be terminated in the event of breach of any of its provisions by the Contractor, or if the Contractor's Services are deemed unsatisfactory in DOCCS's sole discretion, due to Contractor's fault or negligence, or that of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates. In such event, DOCCS will send a written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. Notwithstanding the foregoing, the thirty (30) day cure period will be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the Contractor has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. If the deficiencies are not corrected within the specified time period, DOCCS may terminate this contract immediately upon written notice.

B. Deficient Certifications: If the awarded contract has a value greater than \$15,000, DOCCS shall have the right to terminate in the event the State Finance Law



sections 139-j and 139-k certifications executed by the Contractor are found to be false or incomplete. If the contract has a value of greater than \$100,000 and Contractor's sales for the immediately preceding four quarters were greater than \$300,000, or if the contract has a value of \$125,000 or greater, DOCCS shall have the right to terminate in the event the Contractor's Department of Taxation and Finance Contractor Certification form, ST 220-CA, statements are found to be false or incomplete.

C. Lack of Funds: If for any reason the State of New York terminates or reduces its appropriations to DOCCS, the awarded contract may be terminated or reduced at DOCCS's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the DOCCS for payment of such costs. In any event, no liability shall be incurred by the State (including DOCCS) beyond monies available for the purposes of the awarded contract.

D. DOCCS may terminate the awarded contract, upon written notice, in the event of any of the following: (i) Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of Contractor's property is levied upon or sold in any judicial proceeding.

E. Convenience of DOCCS: The contract may be terminated at any time upon receipt of ninety (90) days prior written notice given by DOCCS for whatever reason.

F. DOCCS reserves the right to terminate immediately for cause, subject to the provisions of Section IV.A.

G. This AGREEMENT may be terminated at any time upon mutual written consent of DOCCS and the CONTRACTOR.

H. In the event of the termination of this AGREEMENT by either party, if applicable, DOCCS shall be liable for the actual and necessary expenses for services provided by CONTRACTOR up to and including the effective date of termination.

**V. CONTRACTOR RESPONSIBILITY**

A. The CONTRACTOR shall, at all times during the AGREEMENT term remain responsible. The CONTRACTOR agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. The Commissioner of DOCCS or his designee, in his sole discretion, reserves the right to suspend any or all activities under this AGREEMENT, at any time, when he discovers information that calls into question the responsibility of the CONTRACTOR. In the event of such suspension, the CONTRACTOR will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the CONTRACTOR must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DOCCS or his designee issues a written notice authorizing a resumption of performance under the Contract.

C. Upon written notice to the CONTRACTOR, and a reasonable opportunity to be heard with appropriate DOCCS officials or staff, the AGREEMENT may be terminated by the Commissioner of DOCCS or his designee at the CONTRACTOR'S expense where the CONTRACTOR is determined by the DOCCS Commissioner or his designee to be non-responsible. In such event, the Commissioner or his designee may complete the contractual requirements in any manner he may deem advisable and pursue available legal or equitable remedies for breach.

## **VI. REQUEST FOR PROPOSALS**

A. After a recent Request for Proposals (RFP) for an Inmate Telephone System, DOCCS has determined that the CONTRACTOR is the successful bidder resulting in the best value for the state and the CONTRACTOR is willing and able to provide the services required.

## **VII. SCOPE OF SERVICES**

A. Pursuant to this AGREEMENT, CONTRACTOR shall provide an Inmate Telephone System (the "System") in accordance with DOCCS' Request for Proposals (hereinafter "RFP") 2016-02, a true copy of which is annexed hereto and made a part hereof as Appendix B (RFP 2016-02); and the CONTRACTOR'S proposal for said RFP, a true copy of which is annexed hereto and made part of as Appendix C (Contractor's Proposal).

B. It is expressly understood and agreed by CONTRACTOR that any and all services and products specified in this AGREEMENT shall be provided only at the direction of DOCCS.

## **VIII. COMPENSATION**

A. CONTRACTOR is responsible for ensuring that all telephone services and rates comply with all applicable regulations including, but not limited to, the NYS Public Service Commission (PSC) and the Federal Communications Commission (FCC) throughout the term of the contract. All rates shall be fixed unless changes are mandated by state and/or federal regulations. Contractor will bill account holders under the terms of the RFP and this contract as set forth in Appendix D (Contractor's Cost Proposal), which is attached hereto and made a part of hereof. Appendix D consists of the CONTRACTOR'S Cost Proposal submitted in response to RFP 2016-02.

C. Contract will not charge an Ancillary Service Charge other than those permitted charges identified by the FCC and approved by DOCCS, and will not charge a rate for a permitted Ancillary Service Charge in excess of those rates approved by the FCC and approved by DOCCS.

**IX. PERFORMANCE/PAYMENT BOND REQUIREMENT**

A. Prior to the commencement of performance of the work to be undertaken pursuant to the Contract, DOCCS requires the Contractor to furnish without cost to DOCCS a performance/payment bond as security for the faithful performance of the Contract in the amount of Ten Million Dollars (\$10,000,000.00), which shall be in the exact form and language of the sample bond attached as RFP 2016-02, Appendix L. The surety must be authorized to do business as a surety in the State of New York, and its name must appear on the current list of sureties acceptable to the Treasury Department of the United States in effect at the time of submission of the Performance and Payment Bond to DOCCS. Contractor will confirm for DOCCS that the surety remains authorized to do business as a surety in the State of New York and that its name appears on the current list of sureties as noted above on a yearly basis.

**X. CONFIDENTIALITY**

A. CONTRACTOR acknowledges that any and all State of New York and DOCCS information, records, files, documents or reports contained in any media format (e.g. print, electronic) provided to CONTRACTOR by the DOCCS or otherwise encountered by CONTRACTOR in the provision of services pursuant to this AGREEMENT, or as otherwise required by law, shall be considered confidential and shall be handled accordingly at all times. Neither CONTRACTOR nor any of its employees, servants, subcontractors, agents or volunteers shall at any time be permitted to utilize any such confidential information for any purpose outside the scope of this AGREEMENT without the express prior written authorization of DOCCS, except as otherwise required by law or judicial process. CONTRACTOR shall educate, monitor and be responsible

for its employees, servants, subcontractors, agents and volunteers providing services for CONTRACTOR pursuant to this AGREEMENT concerning these confidentiality requirements. Any breach of the confidentiality requirements set forth in this Section or in Appendix B by CONTRACTOR or by any of its employees, servants, subcontractors, agents or volunteers may result in the immediate termination of this AGREEMENT by the DOCCS and may subject the CONTRACTOR to further penalties. Annexed hereto as Appendix E is a copy of the Non-Disclosure Agreement.

#### **XI. INDEPENDENT CONTRACTOR**

A. It is expressly understood and agreed that CONTRACTOR'S status hereunder is that of an independent contractor and that no official, employee, servant, subcontractor, agent or volunteer of CONTRACTOR is an employee of the DOCCS or the State of New York. CONTRACTOR is solely responsible for the work, compensation, benefits and personal conduct of all such persons assigned to the provision of services pursuant to this AGREEMENT. Nothing contained in this Section or in any other provision of this AGREEMENT shall be construed to impose any liability or duty to the DOCCS or the State of New York to persons, firms, consultants or corporations employed or engaged or otherwise utilized by the CONTRACTOR, either directly or indirectly, in any capacity whatsoever, nor shall the DOCCS or the State of New York be liable for any acts, omissions, obligations and taxes of any nature, including unemployment insurance and worker's compensation, of CONTRACTOR or any of its officials, employees, servants, subcontractors, agents or volunteers.

#### **XII. ASSIGNMENT**

A. The rights and obligations of CONTRACTOR under this AGREEMENT may not be assigned, conveyed, transferred, or subcontracted by CONTRACTOR without prior written authorization of the DOCCS as set forth in Appendix A.

### **XIII. NOTICES**

A. All notices made pursuant to this AGREEMENT shall be in writing and shall be delivered to the addresses set forth below or to such addresses as the parties may from time to time provide to each other. Said notices should be served via registered mail or personally.

Notification to DOCCS:                      NYS DOCCS  
Contract Procurement Unit  
The Harriman State Campus  
1220 Washington Avenue  
Albany, New York 12226

Notification to CONTRACTOR:      Adam Mercer, Advisory Account Executive  
Securus Technologies, Inc.  
14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254

or any other address as may be hereinafter designated by written notice. No notice shall be effective until received by the addressee. Communications concerning the daily functions and operation of the scope of services are not to be considered as notices. Thus, such communications may be done via telephone, e-mail, fax, United States Postal Service or other means.

### **XIV. MISCELLANEOUS PROVISIONS**

A. Entire Agreement: This AGREEMENT, including the face page and all its appendices, constitutes the entire AGREEMENT between the parties and supersedes all other communications between the parties relating to the subject matter herein.

B. Appendix A: DOCCS Appendix A (Standard Clauses as required by the Attorney General for all State contracts) is attached hereto and made a part hereof.

C. Order of Precedence: In the event of any conflict between the terms of this AGREEMENT and the terms of its Appendices, the following order of precedence shall apply:

1. Appendix A (Standard Clauses);
2. AGREEMENT;
3. Appendix B (RFP & all Addenda);
4. Appendix C (Technical Proposal);
5. Appendix D (Cost Proposal);
6. Appendix E (Nondisclosure Agreement);
7. Appendix F (M/WBE Requirements); and

D. Controlling Statutes: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of New York.

E. Unenforceability: If any part of this AGREEMENT is found to be unenforceable for any reason, that part shall be deemed deleted and all other terms, conditions, and provisions of this AGREEMENT shall remain in full force and effect.

F. Captions: The captions contained in this AGREEMENT are intended for convenience and reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this AGREEMENT, or any provision thereof, or in any way affect this AGREEMENT.

G. Indemnification, Limitation Of Liability

a. Indemnification

Contractor shall be fully liable for the actions of its agents, officers, employees, partners, or subcontractors, and shall fully indemnify and save harmless the State from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal property caused by Contractor, its agents, officers, employees, partners, or subcontractors, without



limitation; provided however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or negligent failure to act of the State.

Contractor shall indemnify and hold the State harmless from any loss or damage to the State resulting from the violation by the Contractor, its agents, officers, employees, partners and subcontractors of State and ITS security procedures or policies resulting from any criminal acts committed by Contractor's officers, agents, employees, and subcontractors while providing Services under the Contract.

This section is not subject to the limitation of liability provisions of the Contract.

b. Indemnification for Intellectual Property Infringement

Contractor shall indemnify, defend, and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees and legal fees), claims, judgments, liabilities, and costs which may be assessed against the State in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret, or other third-party proprietary right in relation to the services, products, documentation or deliverables furnished or utilized by Contractor under this Contract, provided that the State shall give Contractor: (i) prompt written notice of any action, claim, or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the State shall require. This paragraph shall not apply to that portion of any infringement claim which results from a material

modification by the State, without Contractor's approval, of any products, documentation or deliverables furnished or utilized by Contractor pursuant to this Contract. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, when it determines that there is an issue involving a significant public interest. This section is not subject to the limitation of liability provisions of the Contract.

c. Limitation of Liability

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability under the Contract for direct damages shall be limited to the greater of the following: (i) \$1,000,000 (One Million Dollars); or (ii) two (2) times the amounts paid to the Contractor under the Contract during the twelve (12) months of the contract term which precedes the giving of notice of the claim by the State. For this purpose, amounts paid shall include, but not be limited to, payments made electronically, by check, by offset, or by the application of credits from the Contractor to the State. Unless otherwise specifically enumerated herein, neither party shall be liable for any incidental, punitive, consequential, indirect or special damages of any kind which may result directly or indirectly from the performance of this contract, including, without limitation, damages resulting from loss of use or loss of profit by the state, the contractor, or by others, however caused and regardless of the theory of liability even if such party has been informed of the possibility of such damages. The limitations of liabilities, disclaimers of warranties, exclusivity of remedies, and other limitations are an essential element of the bargain between the parties (without which the transactions contemplated by this agreement would not occur) and will apply even if a remedy fails in its essential purpose.

d. No Indemnification by the State

H. The State does not agree to any indemnification provisions that require the State to indemnify or save harmless Contractor or third parties. Force Majeure: Neither party shall be liable for losses, defaults, or damages, under this AGREEMENT which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this AGREEMENT, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, typhoons, civil strife, fire or any cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

I. Non-sectarian: CONTRACTOR is a non-sectarian organization and does not have as one of its purposes the advancement of any religion.

J. Strict Adherence: The failure of DOCCS to insist upon strict adherence to any provision, fiscal obligation, reporting or other requirement of this AGREEMENT shall not be considered to constitute a waiver or constructive modification to deprive DOCCS of the right to insist upon strict adherence to the terms of this AGREEMENT in the future.

K. M/WBE: By signing said AGREEMENT, CONTRACTOR agrees to comply with all requirements of Minority and Women Business Enterprise Laws, Regulations and Rules (M/WBE) Annexed hereto as Appendix F is a copy of the M/WBE policy.


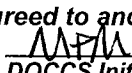
L. Software License: The Contractor grants DOCCS a personal, non-exclusive, limited-transferable license (see (a) below) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). In connection therewith, DOCCS represents that (i) it will be responsible for distributing and assigning licenses to its end users, and (ii) it will monitor and ensure that its licensed end users comply with all the Contractor Use Terms and Conditions

and as directed herein. The Software includes any upgrades, modifications, updates, and additions to existing features that the Contractor implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. DOCCS is the license holder of any third-party software products the Contractor obtain on DOCCS' behalf. The only preinstalled third-party software contemplated by this provision is Windows, which is preinstalled on workstations provided by Contractor to DOCCS. DOCCS authorizes the Contractor to provide or preinstall the third-party software and agree that the Contractor may agree to the third-party End User License Agreements ("EULA") on DOCCS' behalf. DOCCS' rights to the use of any third-party software product that the Contractors provide will be limited by the terms of the underlying license that the Contractor obtained for such product. Contractor further understands that it cannot pass through the terms of any license agreements or warranties to DOCCS in lieu of warranting them itself. With the exception of (a) of this section, the Software is to be used solely for DOCCS' internal business purposes in connection with the Applications at DOCCS' correctional facilities. Should a "permitted license transfer" occur any Third Party's use of the Software will be restricted per (b) below. DOCCS will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that the Contractor did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. The Contractor is not liable with regard to any Software that DOCCS uses in a prohibited manner. Contractor will comply with the Warranties provisions of the General Specifications, Appendix B to the RFP (attached), which requires Contractor to warranty all deliverables provided in connection with the Contract, regardless of the source.

a. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Site not originally specified in the license,

including transfers within Agencies, between Agencies, and pursuant to governmental restructuring or reorganization ("permitted license transfers"). Licensees do not have to obtain the approval of Contractor for permitted license transfers, but must give 30 days prior written notice to Contractor of such moves and certify in writing that the Product is not in use at the prior Site. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or MIPS); or (ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred Site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

b. **Restricted Use By Third Parties** Third parties retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: (i) Licensee gives notice to Contractor of such third party, Site of intended use of the Product, and means of access; and (ii) such third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement, which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

**"Above Revisions Agreed to and Accepted"**  
 / 7/14/17  / 7/14/17  
Contractor Initial / Date DOCCS Initial / Date

M. Ownership and Use: All on-site equipment installed to support the System and the Applications, and related records, data, and information, including recorded communications and, if applicable, e-mails, or any other information by or about DOCCS inmates or employees will at all times remain DOCCS' sole and exclusive property unless prohibited by law. The Contractor will retain sole and exclusive rights to the System, Software and the associated Applications.

During the term of this Agreement and for a reasonable period of time thereafter, the Contractor will provide DOCCS with reasonable access to the records. The Contractor (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, customer versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of the Contractor and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

N. Legality/Limited License Agreement: For services related to Applications which may allow DOCCS to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, the Contractor make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, DOCCS' retains custody and ownership of all recordings, and inmate e-mail messages; however DOCCS grants the Contractor a limited license, for the term of this agreement, to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at DOCCS Facilities, (ii) disclosing information, as required by law, to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

O. Private Number Designation: The Contractor will provide DOCCS with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within the Contractor's Call Platform. Calls to numbers designated as Private will not be recorded by the Contractor. Although the Contractor will maintain DOCCS' Private list within the Contractor's Call Platform, DOCCS acknowledges and agrees that DOCCS will have the sole discretion, authority, and responsibility for designating numbers as Private, and that the Contractor has no discretion, authority, or responsibility for making such designations, unless done so at DOCCS' instruction.

P. Confidentiality and Non-Disclosure: The System, Applications, and related call records and information (the "Confidential Information") will at all times remain confidential to the Contractor. DOCCS understands and acknowledges that the Contractor, as a common carrier, is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer).

Q. No Third-party Beneficiary Rights. Unless otherwise allowed within this contract, the parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Contract will not be construed so as to create such status. The rights, duties, and obligations contained herein will operate only between the parties and will inure solely to their benefit. The provisions of this Contract are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they, or their agents/representatives, will have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



## **XV. APPLICATION TERMS OF USE**

A. DOCCS' use of the Contractor's Applications is governed by the following Terms of Use.

### **THREADS™**

#### **DESCRIPTION:**

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. DOCCS' use of THREADS™ is governed by and conditioned upon the terms set forth herein.

#### **THREADS™ TERMS OF USE:**

1. DOCCS will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to DOCCS' access to and use of information obtained in connection with or through the THREADS™ application. DOCCS acknowledges and understands that the DOCCS is solely responsible for its compliance with such laws and that the Contractor makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. The Contractor will have no obligation, responsibility, or liability for DOCCS' compliance with any and all laws, regulations, policies, rules or other requirements applicable to DOCCS by virtue of its use of the THREADS™ application.
2. DOCCS acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is DOCCS' obligation to keep all such accessed information secure. Accordingly, DOCCS will (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know

as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); and (e) notify the Contractor promptly of any such unauthorized access or use that DOCCS discovers or otherwise becomes aware of.

3. DOCCS understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "**AS IS**." DOCCS further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that DOCCS will not rely on the Contractor for the accuracy or completeness of information obtained through the THREADS™ application. DOCCS understands and acknowledges that DOCCS may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. The Contractor reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if the Contractor determines in its sole discretion that the THREADS™ application and/or DOCCS' use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, the Contractor may, upon written notice, immediately terminate DOCCS' access to the THREADS™ application and will have no further liability or responsibility to DOCCS with respect thereto.

4. THE CONTRACTOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. THE CONTRACTOR DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH.

5. DOCCS participation in THREADS may be terminated at any time upon receipt of thirty (30) days prior written notice given by DOCCS for whatever reason. If such

notice is given, all DOCCS information will immediately be purged from the THREADS database.

## LOCATION BASED SERVICES

### DESCRIPTION:

The Contractor's Location Based Services ("LBS") provides DOCCS with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Contractor device by an inmate confined at a DOCCS Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to the Contractor by DOCCS. When a mobile device user's prior approval is required by law for MLD to be provided to DOCCS, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. DOCCS' use of LBS is governed by and conditioned upon the terms set forth herein.

### LBS TERMS OF USE:

1. DOCCS will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to DOCCS' access to and use of information obtained in connection with or through the Location-Based Services application. DOCCS acknowledges and understands that the DOCCS is solely responsible for its compliance with such laws and that the Contractor makes no representation or warranty as to the legality of the use by DOCCS of the Location-Based Services application or the information obtained in connection therewith. The Contractor will have no obligation, responsibility, or liability for DOCCS' compliance with any and all laws, regulations, policies, rules or other requirements applicable to DOCCS by virtue of its use of the Location-Based Services application.

2. DOCCS acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is DOCCS' obligation to keep all such accessed information secure. Accordingly, DOCCS will (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); and (e) notify the Contractor promptly of any such unauthorized access or use that DOCCS discovers or otherwise becomes aware of.

3. DOCCS understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "AS IS." DOCCS further understands and acknowledges that Location-Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that DOCCS will not rely on the Contractor for the accuracy or completeness of information obtained through the Location-Based Services application. DOCCS understands and acknowledges that DOCCS may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. The Contractor reserves the right to modify, enhance, or discontinue any of the features that are currently part of the Location-Based Services application. Moreover, if the Contractor determines in its sole discretion that the Location-Based Services application and/or DOCCS' use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, the Contractor may, upon written notice, immediately terminate DOCCS' access to the Location-Based

Services application and will have no further liability or responsibility to DOCCS with respect thereto.

4. THE CONTRACTOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCATION-BASED SERVICES APPLICATION. THE CONTRACTOR DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LOCATION-BASED SERVICES APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH.

### GUARDED EXCHANGE™

#### DESCRIPTION:

The Contractor, through its subsidiary Guarded Exchange™, will provide an Offender Call Monitoring System ("GEX System") which includes call monitoring services of inmate calls originating from the Facility(s) that is designed to identify:

1. Suspicious or suggestive key words or phrases;
2. Phrases that suggest threats to security of the Facility(s) and Facility personnel;  
and
3. Criminal activity in and outside of the Facility(s);

#### TERMS OF USE:

1. DOCCS agrees and acknowledges that it will use information received from the GEX System only for legitimate law enforcement, investigatory, and penological purposes.
2. DOCCS will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to its access to and use of information obtained in connection with or through the GEX System. DOCCS acknowledges and understands that DOCCS is solely responsible for its compliance with such laws and that neither the Contractor nor Guarded Exchange™ make any representation or warranty as to the legality of the use of

the GEX System or the information obtained in connection therewith. Neither the Contractor nor Guarded Exchange™ will have any obligation, responsibility, or liability for DOCCS' compliance with any and all laws, regulations, policies, rules or other requirements applicable to DOCCS by virtue of its use of the GEX System.

3. DOCCS acknowledges that the information available through the GEX System includes personally identifiable information and that it is DOCCS' obligation to keep all such accessed information secure. Accordingly, DOCCS will (1) restrict access to the GEX System to those law enforcement personnel who have a need to know as part of their official duties; (2) ensure that its employees (i) obtain and/or use information from the System only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (3) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (4) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the GEX System and any information derived therefrom (whether in electronic form or hard copy); and (5) notify the Contractor and Guarded Exchange™ promptly of any such unauthorized access or use that DOCCS discovers or otherwise becomes aware of.

4. DOCCS understands and acknowledges that all information used and obtained in connection with the GEX System is "AS IS." If the Contractor or Guarded Exchange™ determine in either's sole discretion that the GEX System and/or DOCCS' use thereof (1) violates the terms and conditions set forth herein or (2) violates any law or regulation or (3) is reasonably likely to be so determined, either the Contractor or Guarded Exchange™ may, upon written notice, immediately terminate DOCCS' access to the GEX System and will have no further liability or responsibility to DOCCS with respect thereto. DOCCS further acknowledges and agrees that the GEX System is not infallible, and that neither the Contractor nor Guarded Exchange™ make any representations or warranties regarding the GEX System's ability to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).



5. NEITHER PROVIDER NOR GUARDED EXCHANGE™ MAKE AND DO HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE GEX SYSTEM. NEITHER PROVIDER NOR GUARDED EXCHANGE™ GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE GEX SYSTEM.

## **APPENDIX A**

# **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded



the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.



# Corrections and Community Supervision

## **Request for Proposals 2016-02**

### **For an Inmate Telephone System**

November 2016

# Notice to Bidders

1. Read the entire Request for Proposal (RFP) document. Note the key issues such as event dates, mandatory requirements, and proposal packaging requirements.
2. The successful bidder must meet all of the mandatory requirements. **Only one contract will result from this RFP.**
3. Bidders are permitted to communicate with the designated contacts **only**. Note the names and contact information for these contacts ([Section 1.6](#)).
4. Any amendments, transcripts, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter ([www.nyscr.ny.gov](http://www.nyscr.ny.gov)) and the DOCCS Web site (<http://www.doccs.ny.gov/RFPs/rfps.html>).
5. To submit a proposal, bidders must attend the mandatory Bidders' Conference ([Section 2.6](#)).
6. Take full advantage of the Questions and Answers opportunities. All questions must be submitted in writing to the designated email address by the date and time specified in [Section 1.7, Schedule of Events](#).
7. Bidders' proposals must address all amendments, clarifications, or updates pertaining to this solicitation document.
8. Review the RFP document and your proposal. Make sure all requirements are addressed and all submission copies are identical and complete.
9. Complete and submit with your proposals all required forms. Use the Bidders' Check list in Attachment C. All required forms are either included or links are provided for the latest revised documents.
10. Package your proposals as instructed in [Section 9.3](#).
11. Submit your proposals so that they are received by the designated due date and time (see [Section 1.7](#)). **DOCCS will not consider proposal submissions that arrive after the time specified on the due date.**

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# **1 Introduction**

## **1.1 Department of Corrections and Community Supervision (DOCCS) Mission Statement**

### **Vision**

Enhance public safety by having incarcerated persons return home under supportive supervision less likely to revert to criminal behavior.

### **Mission Statement**

To improve public safety by providing a continuity of appropriate treatment services in safe and secure facilities where all inmates' needs are addressed and they are prepared for release, followed by supportive services for all parolees under community supervision to facilitate a successful completion of their sentence.

### **Goals**

- Create and maintain an atmosphere where all inmates, parolees, staff, volunteers and visitors feel secure.
- Develop and implement individualized treatment plans for each inmate and parolee that includes post release reentry plans.
- Teach inmates and parolees the need for discipline and respect, and the importance of developing a principled work ethic.
- Establish a risks/needs/responsivity approach to programming, treatment, and community supervision to ensure a continuity of services.
- Assist all staff by providing the requisite training and resources needed to perform their duties while enhancing their skills.
- Offer career development opportunities for all staff.
- Ensure workforce stability through mentoring and succession planning.

### **Values**

- Operate with ethical behavior.
- Recognize the value of each person.
- Protect human dignity.
- Offer leadership and support to all.
- Offer respect and structure at all times.

### **Policies**

- Offer opportunities for inmates and parolees to improve their skills, and to receive individual treatment services, based on their ability and willingness to participate.
- Provide psychiatric and medically necessary services to those requiring such care and treatment so that each inmate and parolee can maximize his/her own state of health and rehabilitation.
- Provide a level of community supervision based on the releasee's needs and behavior.
- Establish an orderly and productive environment that fosters respect through open communication, sound structure and fair treatment.

## **1.2 Background**

DOCCS utilizes a wide range of centralized services to support the Department's staff at 54 correctional facilities and other central office or regional sites. These functions are provided primarily through the NYS Office for Information Technology Services (OITS), which serves as a single point of contact for facility telecommunications and networking needs and uses its aggregated purchasing

capability to enhance facility operations on behalf of DOCCS. These services include but are not limited to the following:

- Telecommunications
- Data Communications
- Cabling and Infrastructure
- Mainframe and Citrix Applications
- Video Teleconferencing
- Inmate Telephone Systems
- Customer Service Desk
- Desktop Support & Administration
- Server Administration
- User and Account Provisioning

### **1.3 Overview of Existing Inmate Telephone System (ITS)**

Pursuant to New York State Correction Law, Section 623, DOCCS and its current ITS service provider collectively manage the Inmate Call Home Program, which allows inmates to place telephone calls to family and friends. The current ITS supporting the Inmate Call Home Program is a customized network comprised of premise-based communication equipment and a single centralized call processing and data collection and storage devices. The system supports approximately 3,685 inmate telephones ranging from installations with as few as four (4) telephones to facilities with as many as 180. A list of the DOCCS' locations and the number of phones supported in each may be found in Attachment B. The telephone instruments are wired with standard category three cables. DOCCS does not guarantee the number of facilities or other locations or the number of phones at any of the facilities or other locations.

DOCCS maintains mainframe applications that provide authorized staff with administrative functions and tools that allow the DOCCS' Guidance staff the ability to maintain individual inmate calling lists. Each inmate is allowed to place collect or pre-paid calls between the hours of 7:00 a.m. and 11:00 p.m. ET to any of the fifteen (15) telephone numbers appearing on their personal allowed list for a maximum duration of thirty minutes per call. In a six-month period, the ITS processed approximately 7.7 million calls totaling nearly 112 million minutes of traffic.

DOCCS desires to contract for a comprehensive, full featured ITS that will serve all New York State Correctional Facilities, inmates and their families, and will support related administrative and investigatory activities. DOCCS' intent is to implement an enterprise ITS solution that can be deployed statewide and managed as a single platform to provide pre-paid and collect calling. The goal is to smoothly migrate from the existing ITS to a new system within ninety (90) calendar days of the contract approval and with no disruption of service.

### **1.4 Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals that will lead to a contract with a responsive and qualified vendor for a new inmate telephone system that offers the lowest possible rate for inmates and their families and provides DOCCS with the following scope of services:

- Project management and implementation services to assure a timely execution of the procured services and the migration and integration of existing information
- Administrative, operational and support services necessary for the ITS to fulfill DOCCS requirements and service levels
- Migration from the current system, services and equipment to the new ITS
- Operation of a secure, high availability environment
- Provisioning, deployment, and ongoing support of all equipment including telephony devices, servers, communication components, monitoring workstations and any circuits and related hardware and software that provide for a fully functioning system
- An operational environment that will assure that all information provided by the State will at all times reside within the United States only
- Operational procedures, training, tools and documentation necessary to operate, backup, recover and administer the ITS services

- Necessary staffing and support facilities to operate and maintain the ITS and meet the required service levels including a dedicated Program Manager
- Interfaces to receive and provide information between the ITS and DOCCS' internal applications services
- Customer service support to meet the needs of DOCCS' inmates, families and friends, and authorized system users

### 1.5 Issuing Agency

The issuing agency of this RFP is the New York State Department of Corrections and Community Supervision (DOCCS). This RFP outlines the terms and conditions as well as all applicable information required for submitting a bid. Bidders must strictly adhere to the bid submission date and time provided in [Section 1.7](#) to prevent disqualification.

### 1.6 Designated Contacts

All inquiries concerning this RFP must be addressed in writing to the DOCCS' designated contact as follows:

#### **Designated Contact**

Velma Berry

**Email:** [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

**Phone:** (518) 436-7886 extension 3135

**Fax:** (518) 436-1519

#### **Alternate Contact**

Frank Arpey

**Email:** [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

**Phone:** (518) 436-7886 extension 3135

**Fax:** (518) 436-1519

All inquiries must be submitted by email or written document to the designated contact(s). Please use *RFP 2016-02* in the subject line and specify the location (particular section and paragraph) of this RFP. Bidders are responsible for ensuring delivery of their questions.

All bidders must develop technical and cost proposals that reflect the terms of the contract provisions described in this RFP. All clarifications and exceptions including those relating to the terms and conditions of the proposed contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all bidders in the form of a formal addendum, and this addendum will be annexed to and become a part of the resulting contract.

**1.7 Schedule of Events**

| <b>Event</b>  | <b>Day</b> | <b>Date</b>    |
|---|------------|----------------|
| Release of RFP  | Wednesday  | 11/9/16        |
| Registration for Bidders' Conference Due (Appendix J)                           | Friday     | 12/2/16        |
| Mandatory Bidders' Conference   | Thursday   | 12/8/16        |
| Final Written Questions Due from Bidders  | Friday     | 12/16/16       |
| Official Response to Bidders' Questions   | Thursday   | 1/5/17         |
| Closing Date for Receipt of Proposals (proposals must be received by 3:00 p.m.) | Thursday   | 1/19/17        |
| Bid Opening Date  | Tuesday    | 1/24/17        |
| Onsite or Real-Time Demonstration   | TBD        | 2/17 – 2/26/17 |
| Selection of Contractor   | Wednesday  | 3/1/2017       |
| Contract Signed by DOCCS and Contractor   | Wednesday  | 3/22/2017      |
| Contract Award (Office of the State Comptroller Approval)                       | Friday     | 6/30/2017      |
| Project Initiation Meeting  | Wednesday  | 7/5/2017       |
| Implementation Complete   | Monday     | 10/2/2017      |

**NOTE:** This is a tentative timetable, which may **ONLY be modified to address the State's needs.**

**END OF SECTION 1: INTRODUCTION**

## 2 Bidder Information

### 2.1 Term of Agreement

The Agreement shall run for five (5) years beginning October 1, 2017, through September 30, 2022, contingent on approval of the Office of the State Comptroller (OSC). DOCCS reserves the sole right to renew the Agreement for two additional one-year periods under the same terms and rates by notifying the contractor of its intention no less than one-hundred-eighty (180) days before the expiration of the original Agreement or the initial one year renewal period.

DOCCS reserves the right to seek a refresh of any or all equipment and/or software provided or maintained as a result of this RFP after the fourth year of this agreement.

DOCCS reserves the right to seek reduced rates and/or new terms of agreement from the contractor prior to any extension.

### 2.2 Completeness of Proposal

Bidders must submit proposals describing the complete range of services specified in this RFP. It is the responsibility of the bidder to verify the completeness of its proposal and its suitability to meet the requirements of this RFP. Proposals that fail to meet the mandatory requirements will be disqualified.

### 2.3 Modifications of Bids

Once submitted, proposals may not be modified unless DOCCS specifically requests a clarification or explanation. Any clarification or explanation submitted by a bidder shall be done so in written form only. Modifications submitted by a bidder after the formal submission date that are not in response to a written request from DOCCS shall not be accepted.

### 2.4 Withdrawal of Bids

Bids cannot be withdrawn for a minimum of 120 days after the bid submission date (see State Finance law Section 163.9(e).) Written requests to withdraw proposals after the 120-day period may be granted only with written permission from DOCCS.

### 2.5 Incurring Costs

DOCCS shall not be held liable for any costs incurred by the bidder in the preparation, production or submission of a proposal, or for any work performed by a bidder prior to the approval of an award Agreement.

DOCCS shall not be held liable for any costs incurred by a bidder for the bidder's requirement to attend the mandatory Bidders' conference to be held at the location specified in Section 2.6.

DOCCS shall not be held liable for any costs incurred by a bidder in modifying or explaining details of the bidder's proposal in response to questions from DOCCS.

DOCCS shall not be held liable for any costs incurred by a bidder for any negotiations with DOCCS required to finalize and sign a formal Agreement document.

### 2.6 Mandatory Bidders' Conference

Bidders intending to submit a proposal shall be required to attend a mandatory bidders' conference to be held on the day indicated in Section 1.7, *Schedule of Events*, at DOCCS Training Academy, 1134 New Scotland Road, Albany, NY 12208, beginning at 1:00 p.m. ET. **Only bidders who attend the mandatory bidders' conference will be qualified to submit proposals.**

All attendees **must** be preregistered to be admitted to the mandatory bidders' conference and must present U.S. government or state issued picture identification. Bidders must preregister at least two (2) business days prior to the conference date by completing **Appendix J** and emailing the form to

the address specified in [Section 1.6](#). It is the responsibility of all bidders to ensure proper delivery of the emailed notices.

Bidders should email all questions to be considered at the Bidders' Conference to the designated contacts identified in [Section 1.6](#) no later than one (1) business day prior to the conference. A list of all questions sent in by all interested parties may be made available at the start of the mandatory bidders' conference.

Questions not submitted prior to the mandatory bidders' conference may be answered at the conference only if DOCCS believes doing so would be in the best interest of the State.

All answers provided for written questions at the mandatory bidders' conference shall be supplied to all attendees in writing by the due date for the Official Response to Bidders' Questions ([Section 1.7](#)). All responses provided at the bidders' conference will be unofficial until issued in written form. All subsequent questions must be submitted in writing by the due date in [Section 1.7, Schedule of Events](#). Answers to all questions and a copy of the Bidders' Conference transcript will be posted on the NYS Contract Reporter and the DOCCS' Web site no later than the date published in [Section 1.7](#). If there is a conflict between the Official Responses to the Questions and the transcript from the Bidders' Conference, the Official Responses will take precedence.

## **2.7 Prime Contractor Responsibility**

Bidders may submit a proposal utilizing the services of subcontractors for any aspect of this procurement; the prime contractor must assume complete responsibility and liability for the delivery of all services. Subcontractors may be used to meet the qualifications required herein; however, subcontractors must be fully disclosed in the same manner as required of the prime contractor and must provide the same information including *Vendor Responsibility Questionnaires* company finances and staff qualifications. The roles and responsibilities of each proposed subcontractor must be clearly delineated in the bidder's response to [Section 3.1.1, Proposed Deployment Model](#), and bidders should inform all subcontractors that references for the related areas of service must be provided as indicated in [Section 6.1, Company Experience](#).

## **2.8 Best Value**

The contract resulting from this RFP will be awarded to the qualified bidder whose proposal is determined to provide the best value to the State as defined in NYS Finance Law § 163.

## **2.9 Terms/Definitions**

The terms *shall*, *must*, and *will* designate mandatory requirements. If a Bidder fails to meet **any** of these requirements they will be disqualified from further consideration.

The terms *bidder*, *vendor*, *contractor*, and *provider* are used interchangeably herein and shall have the same meaning.

The name of this agency, NYS Department of Corrections and Community Supervision, is used interchangeably herein with *Department* and *DOCCS*.



The following is an incomplete listing of definitions for acronyms:

| Acronym | Definition of Acronym  |
|---------|--|
| ANI     | Automatic Number Identification  |
| DIN     | Department ID Number   |
| DTMF    | Dual Tone Multi-Frequency  |
| ET      | Eastern Time   |
| FTP     | File Transmission Protocol   |
| NIEM    | National Information Exchange Model  |
| PIN     | Personal Identification Number   |
| RPO     | Recovery Point Objective   |
| RTO     | Recovery Time Objective  |
| TN      | Terminating Number   |
| WAV     | Waveform Audio File Format is a Microsoft and IBM audio file format standard for storing an audio bitstream on PCs |

## 2.10 NYS and DOCCS Policies

The Bidder must agree to comply with all applicable New York State and DOCCS policies, procedures, regulations and directives throughout the term of the contract. Any individual hired by the Contractor to work in the facilities, by virtue of accepting his/her assignment, must abide by all the policies, rules and regulations of the Department.

Each individual staff member providing services in a correctional facility should be made aware of and agree to the following Department Directives, as currently written, or as revised:

- #2216 - Fingerprinting/Criminal History Inquiry - New Employees and Contractors
- #4936 - Search of Department Employee
- #4900 - Security in the Gate Area

The directives will be available to the selected vendor once the contract resulting from this solicitation is approved by the Office of the State Comptroller.

In addition, the Contractor will be familiar with and provide staff with information in federal and NYS Laws as well as Department Policy on the Prevention of Sexual Abuse of Inmates:

<http://www.doccs.ny.gov/PREA/PREAinfo.html>

It is the responsibility of the Contractor to see that all employees are aware of the directives cited above and all other applicable rules and regulations of the Department. Copies of all relevant parts of the Department's Employee Rule Book will be made available to the Contractor.

## END OF SECTION 2: BIDDER INFORMATION



### 3 Scope of Services

This section provides information for the required features, functions and capabilities of the proposed services. All of the items identified in this section should be at no additional cost to DOCCS.

The bidder must describe all of the required features, functions and capabilities of the proposed services including how the features are expected to function and the expected performance levels for each feature.

New York State will not be a test site for unproven technology. For all technology proposed, your references must include at least two sites where this technology has been in service as an integrated part of the inmate phone system for at least six (6) months. An onsite or real-time demonstration of the technology must be provided prior to finalization of the scoring for this procurement.

#### 3.1 Systems Architecture

Any proposed architecture must meet the general business needs of DOCCS and will be considered and evaluated for its relative merit. Bidders may propose an architecture that is fully hosted, partially hosted, centralized, distributed, or any combination thereof.

**Provide information on your proposed system architecture addressing each subsection and request under Section 3.1.**

##### 3.1.1 Proposed Deployment Model

Describe in detail the proposed solution's deployment model.

Include in your response a detailed drawing of your recommended model in Microsoft Visio format, and

- **Illustrate how the proposed system will provide 99.9% yearly availability.**
- **Describe the reliability of your offerings and indicate how your solution will provide 99.9% availability.**
- **Indicate any single points of failure within your solution.**
- **Describe any vendor partnerships required to make the system fully functional and the system component(s) each party is responsible for operating and maintaining.**
- **Indicate why your proposed deployment model is superior over other architectures.**

##### 3.1.2 Scalability

The contractor must be able to accommodate an increase in services during the term of the contract as directed by DOCCS at no increase in cost and continue to meet all service and performance requirements. The system must be able to incrementally increase to support a 50% increase in volume and/or end-user devices.

**Describe how your solution will meet this requirement and what actions would be needed to fulfill the demand.**

##### 3.1.3 Network Services

Unless otherwise agreed to by DOCCS, the contractor shall replace all circuits required to provide connectivity from each location to the contractor's proposed services. Unless otherwise agreed to by DOCCS, no proposed solution shall utilize existing or future DOCCS' telecommunication services installed at DOCCS locations. The contractor must be the customer of record for all telecommunication services used to support the proposed solution.

### **3.1.4 System Trunking**

The system must be engineered to ensure that all outbound calls are totally non-blocked. The solution proposed must reserve separate bandwidth or channels for each phone without impacting the required bandwidth for the operational characteristics of the system.

**Describe how your solution will meet this requirement; detail the trunking requirements and the formula that will be used to fulfill the requirement.**

### **3.1.5 Call Quality**

The contractor shall be required to provide telephone reception quality at least equal to current reception quality levels and shall accept DOCCS' decision regarding such determination. If an IP based solution is proposed, the bidder must detail which codec will be utilized and substantiate a Mean Opinion Score (MOS) of no less than 3.9 for the chosen codec.

**Describe how your solution will meet or exceed these requirements.**

### **3.1.6 Continuity of Services**

The vendor must provide sufficient redundancy and business continuity recovery capability to meet a three (3) hour Recovery Time Objective (RTO) and a zero (0) Recovery Point Objective (RPO) of all ITS components.

**Describe how your solution provides operational redundancy, fault tolerance, and recovery so that services to DOCCS are not significantly diminished and that service levels, as defined in [Section 5](#), will continue to be met.**

#### **3.1.6.1 Backup**

The vendor shall be responsible for performing all system and database back-ups and archiving. The vendor shall provide all archival hardware, supplies, and network and recovery procedures to ensure that no data will be lost.

The vendor must back up all DOCCS information and store copies securely off site in compliance with DOCCS security policies. Vendor must certify the availability and integrity of back-up data and the media on which it resides.

**Describe how you will meet these requirements including frequency of backups, off-site location(s) and security of transfers.**

#### **3.1.6.2 Uninterruptible Power**

The solution must assure no loss of ITS functions for a minimum of three (3) hours due to a loss of commercial power in the DOCCS' facilities. The vendor must provide an ITS capable of full recovery from a power outage automatically once commercial power is restored.

**Describe how your solution will meet this requirement including what facilities and services DOCCS must provide.**

### **3.1.7 Single Clock Source**

The vendor shall ensure that inmate call processing equipment, call detail recording, and recorded conversations will be synchronized from a single time-of-day clock source for all of DOCCS' locations.

**Describe how your solution will meet this requirement.**

### **3.1.8 Recording and Monitoring**

The system must provide undetected monitoring of real-time inmate conversations, store and replay of historical conversations with the option of storing to removable media, and the ability to

lock certain call recordings from deletion. These capabilities shall be provisioned to allow access to some or all features by unique user ID. (e.g. Facilities staff may only monitor calls in real time, while investigative staff have the full feature set.) All removable media must be encrypted. DOCCS is interested in understanding all features available for managing the recorded call search, playback, and copying processes.

**Identify removable media to be provided and describe all features that will allow DOCCS to streamline and accelerate these functions and download selected recording(s) to external media if desired.**

**Describe how your solution will meet this requirement.**

#### **3.1.8.1 Investigative Support**

The vendor shall provide live, real-time investigative analysis that allows authorized users employed by the vendor and by the Department to view and analyze a percentage of call data to establish links between selected inmates and called parties, to include activities such as gang, drug, victimization, extortion, and other nefarious activities.

The system should also be able to provide reports on call-pattern analysis and call-volume distortions in real time.

**Describe the proposed system's ability to fulfill the real-time analysis requested above, the number of analysts, and the percentage of calls that will be analyzed.**

#### **3.1.8.2 Simultaneous Access**

Recording or monitoring equipment may be centralized or hosted and shall have the capability of undetected recording of every completed inmate telephone call for the duration of that call. The vendor shall provide the ability and bandwidth for a minimum of 20 simultaneous users who can listen to any recording at one time at any facility or any combination of facilities while continuing to meet the requirements of [Section 3.1.4](#), *System Trunking*.

**Describe how you intend to meet this requirement, explain whether the recording will be hosted or centralized, detail the bandwidth and equipment requirements required to meet this objective.**

#### **3.1.8.3 Storage**

The vendor must store all call recordings and associated call detail records for twelve (12) months at no additional charge to DOCCS. All calls locked by DOCCS for investigative purposes shall be stored indefinitely by the contractor and remain available throughout the life of the contract period at no cost to DOCCS. At the end of the contract period, all locked calls will be turned over to the succeeding contractor without additional cost to DOCCS.

#### **3.1.8.4 Chain of Evidence**

The vendor must assure that the chain of evidence is protected when copying recordings to removable media and vendor must provide the software or tools necessary for playback.

**Describe how you will provide this function and explain its capabilities.**

#### **3.1.8.5 Retrieval**

The system shall permit authorized staff to attach textual descriptions or "notes" to each recorded call record allowing for descriptions of the recording. Each recording

must be indexed by date, time, Automatic Number Identification (ANI), Personal Identification Number (PIN), Terminating Number (TN), and textual “notes.” Date and time stamps shall be identical to the date and time stamps recorded in the system’s call detail records and call processing equipment. The recording must be searchable by date, time, inmate’s PIN, ANI, TN, “notes” or any logical combination thereof. Search and retrieval of recorded conversations shall take no longer than 20 seconds. Search and playback of calls will not require a manual media change.

**Describe how your solution will meet or exceed these requirements.**

#### **3.1.8.6 Equipment and Network Access**

Network access and all equipment or software required allowing DOCCS to monitor, retrieve, playback, and store recordings to removable media, or print local reports shall be provided by the vendor. All removable media must be encrypted by the proposed system. Any equipment to be deployed must be approved by DOCCS. DOCCS currently has approximately one workstation per facility and approximately 67 remote workstations with this capability. DOCCS reserves the right to add additional workstations at no additional cost to DOCCS.

**Describe all alternative methods available to access and monitor live and recorded calls from portable devices, including but not limited to, laptops, tablets, and smart-phones. Include all system features available and all standard system features not available through these devices. Identify how access from these devices is authenticated, managed, identified and tracked and the security features associated with each type of access.**

#### **3.1.8.7 Access to Recordings**

Access to live monitoring or recordings must be controlled by a multi-level password authentication that provides at least the following differentiating functionality:

- listening to live conversations only
- listening to live or recorded conversations with the ability to store to removable media

**Describe how your solution will meet or exceed these requirements.**

#### **3.1.8.8 Call Monitoring Suppression**

DOCCS desires the ability to disable real-time call monitoring of calls made to specific speed dial numbers (e.g. \*77) or 10-digit numbers at the facility and system level. Disabling call monitoring must not prevent these calls from being recorded.

**Describe how your solution can provide this capability.**

### **3.2 Systems Management**

The contractor must provide the following system management functions. Describe how your proposed solution meets each of the following requirements in this section.

#### **3.2.1 Fault Management**

The bidder’s solution must provide fault management capabilities that recognize, isolate, correct and log faults that occur in the system. The vendor must provide DOCCS with real time on-line notification of all systems alerts and alarms including the status of all incidents.

**Describe the capabilities, functionality and visibility that DOCCS will have with your fault management offering and the functionality of your fault management solution.**

### **3.2.2 Configuration Management**

The vendor must provide configuration management capabilities that include the provisioning of devices, systems administration, gathering and storing of configuration data, managing version control, tracking and scheduling of changes, and the assignment of permissions to access system investigative features. Access to all system functions will be restricted to users authorized by DOCCS. Each authorized user must have a unique user-ID and password.

**Describe the functionality of your configuration management solution, including the capabilities and functionality that DOCCS will have with your offering.**

#### **3.2.2.1 Provisioning and Active Directory**

DOCCS provisions authorized users and applies permissions to investigative and control features on a case-by-case basis. The State's goal is to automate provisioning using role-based access stored within the State's Active Directory structure.

**Describe how Active Directory may be leveraged to automate this function within your solution.**

### **3.2.3 Accounting Management**

The vendor must provide accounting management capabilities that at a minimum provide account verification and correction, billing assurance and reconciliation and tracing of customer payment, credit and call limit/blocking status and history. On a monthly basis, the vendor must provide a billing reconciliation file to DOCCS as described in Attachment D.

**Describe the functionality of your solution, including the capabilities and functionality that DOCCS will have with your offering.**

#### **3.2.3.1 Third Party Auditing**

DOCCS or its agent shall have the right to audit and review any aspects of the contractor's operations and systems including but not limited to data, documentation, procedures, billing, financial records, customer service statistics, staff backgrounds and anything related to the functioning, operations, costs, rates or integrity of the system.

#### **3.2.3.2 Call Detail Records (CDR)**

The vendor must provide all call detail records to DOCCS in a frequency and format as specified in Attachment D.

### **3.2.4 Performance Management**

The vendor's solution must provide performance management capabilities to monitor the overall performance of the ITS and its network components.

**Describe all of the following:**

- How you will collect and analyze performance data, monitor system health and reliability, establish performance thresholds and provide reporting and inquiry functions.
- The frequency and types of reports available.
- The capabilities and functionality that DOCCS will have with your offering.

### **3.3 Mandatory Functions**

For each function listed in this section, the bidder must describe in detail, and provide a detailed call-flow diagram where specified, illustrating how its proposed solution will meet DOCCS' requirements.

### 3.3.1 Alert Groups

The system shall allow authorized users the capability of flagging specific terminating numbers (TN) or personal identification numbers (PIN) to be placed on a watch list. When a call in progress is detected to/from any number on the watch list, the system shall optionally attempt to bridge the call with a pre-determined group of numbers to allow remote undetected monitoring of the call. The bridged party shall be informed of the origination PIN or TN and enter a security pass code to actively monitor the call.

- **Describe how your proposed solution will buffer or delay the monitored calls' audio to allow DOCCS' staff to hear the entire call.**
- **Explain how this buffer or delay can be adjusted and provide the parameters available for the adjustments.**
- **In addition to the written description, provide a call-flow diagram detailing the entire process from the time that the inmate goes off-hook through call termination.**

### 3.3.2 Pre-recorded Names

The system shall prompt the inmate to record his/her name when a PIN is first used. The system must provide the ability for an inmate to playback the recorded name and rerecord the name prior to accepting the recording. Once the recording is accepted, the inmate shall not have the ability to modify or erase the recording without action by DOCCS to review and delete the original recording. The recorded name shall be used in all subsequent announcements made to the called party.

### 3.3.3 Access to Rape Crisis Programs

The Department must enable reasonable communication between inmates and Rape Crisis Programs, in as confidential a manner as possible. Based upon the model currently being tested through a pilot program, the Department has entered into cooperative agreements with regional Rape Crisis Programs to permit direct telephone access from the inmate phone system, as well as follow-up services via staff assisted calls and legal visits. The Department anticipates building on this model, but must be flexible as providers change.

In the future, DOCCS anticipates continuation and expansion of a pilot project model that permits inmates to dial a speed dial (#77) to be routed to a designated Rape Crisis Program. DOCCS expects to designate additional numbers that can be direct dialed by any inmate either at selected facilities or at all facilities.

- A. The Department requires the ability to continue its current model of designating a destination number for a standardized speed dial. Inmates in any facility will be permitted to dial #77 and have their call routed to a predetermined Rape Crisis Program based upon the facility they are in at the time of the call.
  1. The Department requires the ability to change the destination number when providers change.
  2. Calls placed via #77 will be free of charge.
- B. In addition, the Department requires the ability to designate certain telephone numbers as "free" calls that can be dialed by any inmate at a designated facility or facilities, or at all facilities.
  1. Designated numbers may include direct dial (e.g., 518-xxx-xxxx) or toll free (e.g., 800-xxx-xxxx) numbers.

2. The Department needs the ability to add or delete individual numbers or groups of numbers from this list throughout the life of the contract.
- C. For all numbers (those associated with the #77 speed dials and other designated Rape Crisis Program telephone numbers), DOCCS requires the ability to indicate that call detail records should be suppressed from view at the facility level.
- D. The default for these numbers would be that both call detail information and monitoring at the facility level is suppressed. However, DOCCS should be able to independently change each of these rules for each telephone numbers. Call detail information will not be suppressed from certain Central Office level reports.

In all cases, calls are recorded and accessible to Central Office investigators (e.g., Office of Special Investigations).

### **3.3.4 Access to Toll-Free Assistance Lines**

The Department requires the ability to designate certain telephone numbers as “free” calls (e.g. smokers’ quit line, substance abuse help line, etc.) that can be dialed by any inmate using an agreed upon speed dial number at a designated facility or facilities, or at all facilities.

Designated numbers may include direct dial (e.g., 518-xxx-xxxx or toll free 800-xxx-xxxx) numbers. The Department needs the ability to add or delete individual numbers or groups of numbers from this list throughout the life of the contract. The called number must be hidden from the inmate at all times.

### **3.3.5 Announcements**

Upon delivery of the call, the system must clearly announce to the called party that the call is from a NYS Correctional Facility, the facility name, and the inmate’s pre-recorded name. The system shall allow the called party to optionally hear current rates and actively accept or deny the call by pressing a key on the touch-tone dial pad. The event shall be identified and recorded in call detail records.

**In addition to a written description, provide a call-flow diagram detailing the entire process from the time that the inmate goes off-hook until call termination.**

### **3.3.6 Automatic Number Identification**

The Automatic Number Identifier (ANI) for all ITS calls must identify to the called party both New York State Department of Corrections and Community Services and the specific correctional facility name from which the call originated. DOCCS requires a unique ten-digit telephone number be used to identify each of its correctional facilities to the called party and, the ten-digit numbers used for ANI be phantom telephone numbers incapable of receiving incoming calls. The unique telephone station identifier (i.e. extension number, port assignment, or location) used to identify the individual ITS telephones within a facility must not be used as part of the ANI information transmitted to the called party.

**Describe how this capability will be provided.**

### **3.3.7 Billing Name and Address Lookup**

The system shall allow authorized DOCCS’ staff to perform billing name and address lookup of the called party number using at a minimum the Local Exchange Carrier (LEC) Line Information Data Base (LIDB.)

**Describe how this capability will be provided and any additional capabilities that are available.**



### 3.3.8 Class of Restriction (COR)

The ability to apply restrictions to individual phones shall be based on a COR associated with each telephone. The vendor must support at a minimum the ability to restrict phones with the following levels:

| Level   | Pin      | Action                           |
|---------|----------|----------------------------------|
| Level 1 | Required | Calling list required            |
|         |          | Disciplinary hold applies        |
| Level 2 | Required | Calling list required            |
|         |          | Disciplinary hold does not apply |
| Level 3 | Required | Calling list not Required        |
|         |          | Disciplinary hold does not apply |

**Describe how this capability will be provided.**

### 3.3.9 Investigative tip line

The system must permit future adoption of a "tip line" that permits a call to be placed from any inmate telephone and to leave a recorded message. The system must meet language access requirements, permit recorded messages to be transmitted to designated email addresses as WAV files, and permit remote access by designated users.

## 3.4 Mandatory Features

The following features are required elements for the DOCCS' Inmate Telephone System.

**Describe specifically how your proposed solution provides the same functionality for each of the following features.**

### 3.4.1 Harassment Blocks

The system shall support the automatic denial of a PIN when a remote party refuses to accept a call. The called party must be provided with the option to either accept or block each call prior to being connected to the inmate.

**Explain how your system accomplishes this and whether blocking can be done at the PIN, facility or system level; if all future calls from that PIN or facility are blocked; and what steps are required to unblock future calls.**

### 3.4.2 Call Termination

The system shall allow authorized system users to instantly terminate a call in progress. The system must identify the event in call detail records and log the action separately identifying at a minimum the facility, date, time, PIN and the user-id of the individual terminating the conversation. The system must provide the ability for DOCCS to create ad-hoc reports detailing this activity by facility or system-wide at a minimum.

**Provide details on the reporting capabilities.**



**3.4.3 Number Control**

The system must provide the ability to block numbers globally (e.g. 800/900 numbers) while allowing individual telephone numbers within a blocked area code. DOCCS must be able to apply these blocks on a facility-by-facility and system-wide basis at a minimum.

**3.4.4 Personal Allowed Numbers (PAN)**

The system shall provide the ability to restrict inmate calling to a pre-approved list not to exceed 15 numbers. The list shall be refreshed and batch updated as specified in Attachment D.

The system must provide a telephone COR which allows calls to be placed from specific telephones without an active PAN list.

**3.4.5 Phone Scheduler**

The system shall provide the ability for DOCCS to make individual phones, groups of phones or the entire system active or inactive based upon an independent schedule.

**3.4.6 Personal Identification Number (PIN)**

The system must provide the ability to force an eight (8) character Personal Identification Number (PIN) before processing a call. The proposed solution must validate the PIN number and inmate location prior to allowing each call. The DOCCS' list shall be refreshed and batch updated as specified in Attachment D.

**3.4.7 Administration**

The system must provide the ability to administer system functions and features including but not limited to inmate accounts, PINs, PANs, phone schedules and access through what is commonly referred to as access control lists. Access to functions and features will require separate permissions be associated with a unique user-id.

**Describe in detail how the permissions-based access will operate and how many unique levels of access can be created. A minimum of four (4) levels is required; greater than four (4) levels is preferred.**

**3.4.8 Third Party Call Detection**

**Describe how the system detects an attempt to bridge a call in progress to a third party and provide options to disconnect the call, flag the call, or play a voice prompt warning.** The event must be captured in call detail records.

**3.4.9 Hours of Operation**

The solution shall allow DOCCS to set parameters that determine the hours of operations for inmate phone services. The default shall be set to allow services to be available from 7:00 a.m. to 11:00 p.m. ET. At DOCCS direction, individual phones or groups of phones may be further restricted.

**3.4.10 Call Duration**

The system shall allow DOCCS to control the maximum call duration at each facility. Current call duration is one half (1/2) hour.

**3.4.11 Telephone Testing**

The vendor shall provide the ability to allow DOCCS staff to test telephones at any location, at no charge to DOCCS, to assure that they are fully operational. The vendor shall provide unique PINs with a DOCCS-defined PAN list to be used by DOCCS' staff when testing phones.

### **3.4.12 Languages**

The system prompts will be available in all of the following languages: English, Spanish, Chinese, Russian, Haitian Creole, Korean, and Italian. (See [Section 4.2.2](#) for more information about required languages.) The selected Contractor will agree to support additional languages during the life of the resulting contract.

**Describe how your proposed system is able to support other languages. Include all the languages that will be supported.**

### **3.4.13 ANI Verification**

The vendor shall test all inmate telephones for location accuracy and verify the Automatic Number Identifier (ANI) at implementation, during activation of new equipment and at a minimum, annually thereafter.

### **3.4.14 Telecommunications Relay Services for the Deaf**

The vendor shall provide telecommunications relay devices for the deaf compliant with the Americans with Disability Act (ADA), and the Federal Communications Commission (FCC) and New York State Public Service Commission's (PSC) rules and regulations throughout the term of the agreement.

**Explain how your solution can extend telecommunications services for inmates who are deaf or hard of hearing and all monitoring, recording and reporting capabilities that will be available with this service. Include details that show how the proposed plan will be in compliance with the ADA, the FCC and PSC rules and regulations at no additional cost to DOCCS or the account holders throughout the term of the agreement, recognizing that TTY technology will cease to be supported during the term of this agreement.**

### **3.4.15 Telephone Accommodations for the Visually Impaired**

The vendor must propose devices accessible to the visually impaired and that are compliant with the ADA, the FCC and the PSC rules and regulations throughout the term of the agreement. This functionality will be required at approximately 10 correctional facilities on phones that will be identified by the Department and may be changed from time-to-time at the Department's discretion.

**Explain how your solution can extend telecommunications services to visually impaired inmates and all monitoring, recording and reporting capabilities that will be available with the services. Include details that show how the proposed plan will be in compliance with the ADA, and the FCC and PSC rules and regulations at no additional cost to DOCCS or the account holders throughout the term of the agreement, recognizing that TTY technology will cease to be supported during the term of this agreement.**

### **3.4.16 Call Pattern Analysis and Alerting**

The system shall provide the ability to identify trends within inmate calling patterns and issue an indicator to authorized personnel when pattern changes occur. DOCCS shall specify the alert thresholds.

**Explain how your system can be utilized to perform this function, including, but not limited to, call-alerting parameters, which can be set by DOCCS; notification capabilities (real-time and historic); and reporting capabilities.**

### **3.4.17 Voice Recognition, Identification, and Analysis**

The system shall provide voice biometric authentication: It will create and store voice prints for all inmates and will compare the caller's voice to the stored voice print using a set of measurements and comparison methods at the beginning of the call. Calls attempted by an

inmate determined not to be the inmate of record will be disallowed, flagged accordingly, and reported through standard call detail reporting. Additionally, the inmate's voice will be monitored continuously throughout the call. The system should have the ability to detect an additional/different voice print on a call in progress, identify the inmate, flag the call, and report the occurrence through standard call detail reporting. The system will also have the ability to send a real-time alert to designated staff for specified inmates.

### **Required**

**Describe how the proposed system will provide for voice recognition, identification, and analysis including the following:**

- A. A solution for verification of inmate identity via voice identification prior to call initiation**
- B. A solution for continuous monitoring and immediate detection and identification of additional/different voices during the entire call**
- C. A solution for providing real-time alerts for the detection of pre-identified inmates**

**Describe how the solution will address voice analysis, voice stress analysis, and voice pattern analysis.**

### **Optional/Desirable**

- D. Describe any additional features if available with the proposed system including the ability to compare called parties by voice and identify potential matches for all inmate calls statewide.**

### **3.4.18 Emergency Shut Down**

The system shall provide for the emergency shutdown of all phones in a facility or portion thereof at each facility and provide a master control in Central Office that cannot be overridden at a facility. Therefore, the system shall provide the ability to disconnect any phone or group of phones locally or remotely.

**Describe in detail how this is accomplished.**

## **3.5 Equipment**

The vendor shall provide all equipment required to provide ITS services for all of the DOCCS' facilities and locations at no cost to DOCCS. All equipment must be described in the vendor's proposal. The vendor must propose equipment that is appropriate for a correctional facility environment. Upon successful installation, all telephones, pedestals, and wiring will become the property of DOCCS.

### **3.5.1 Telephones**

All devices provided must be hearing aid compatible and include volume controls on the housing with a 24-inch hand set cable, and be appropriate for a correctional facility environment. The devices provided must be equivalent to or better than the currently installed devices which are Wintel - Tall Blue with Volume Ctrl & 24-inch Cord Duraclear handset. At its sole discretion, DOCCS may direct the reuse or replacement of currently installed telephones at some or all locations.

### **3.5.2 Portable Phones**

The vendor shall provide portable (wired) phones that plug into standard jacks as required. At its sole discretion, DOCCS may direct the reuse or replacement of currently installed portable telephones at some or all locations.

### 3.5.3 Pedestal and Enclosures

The vendor must provide pedestals as specified by DOCCS for both inside and outside locations at DOCCS' direction. At its sole discretion, DOCCS may direct the reuse or replacement of currently installed pedestals and enclosures at some or all locations.

### 3.5.4 Tablets

The vendor's solution must provide tablets (tablet) for a portion of the Department's specialty populations such as Special Housing Units and Regional Mental Health Unit, etc. (approximately 5,000) to allow inmates to complete telephone calls via the tablet from their cell. Telephone calls completed via tablets must conform to all requirements and mandatory features of this RFP. Further, the tablets must provide a variety of off-line entertainment, as well as educational and religious content that is age-appropriate for a complete range of academic capabilities (see Attachment E). The successful bidder will work with DOCCS to finalize this content for the tablets.

#### 3.5.4.1 Device Specifications

The vendor-provided tablets must conform, at a minimum, to the following:

- High-quality construction with a shatter-resistant and tamper-proof housing
- A 7" to 10" touch screen
- Sound limited to included earbuds only
- An internal, rechargeable, non-removable battery
- No camera
- User anonymity: no sign-on required to access preloaded content
- Content in Spanish (or language translation capabilities)
- No ability for inmates to download any content; devices must have preloaded content; DOCCS administrators must have the ability to add/remove content
- No ability to connect to any wireless network, except the ITS
- **At the Bidders' Conference, provide a sample tablet for DOCCS review of the durability and suitability for use in a secure environment.**
  - If rejected, each vendor will have the opportunity to provide an alternative device prior to RFP evaluation.

The vendor's proposal must address the following:

- **Describe how the proposed solution will operate.**
- **Detail the secure network to be provided for phone services through the tablets.**
- **Provide details of the device to be provided.**
- **Demonstrate that you can meet the minimal standards for entertainment, educational, and religious content. See Attachment E.**
- **Describe how DOCCS will be able to add/remove content as necessary.**
- **Provide details of the solution that will prohibit online access.**

### 3.5.5 Wiring

The vendor is responsible for the installation and maintenance of all ITS wiring from the Intermediate Distribution Frame (IDF) to the telephone and/or wireless tablet instruments. Category 3 or better cabling is required. At its sole discretion, DOCCS may direct the reuse or replacement of current wiring at some or all locations. All wiring and cabling shall be performed in accordance with manufacturer standards and guidelines and industry practices. All installations shall be labeled and documented as mutually agreed upon between DOCCS and the vendor.

**3.5.6 Compliance**

All equipment, wiring and component installations shall conform to all applicable building codes, electric codes and accepted industry standards.

**3.5.7 Restoration of Facilities**

The contractor shall restore all damaged walls, ceiling and facilities to their original condition and in compliance with all applicable building codes and requirements resulting from contractor actions and activities. All work must be pre-approved by DOCCS.

**3.5.8 Inventory**

The vendor must maintain a current inventory of all equipment and components and provide the inventory to DOCCS as requested.

**Provide a sample inventory report with the proposal.**

**3.5.9 Environmental**

DOCCS will provide space, electricity and HVAC to support up to two (2) nineteen-inch racks for premise-based equipment. The vendor is responsible for any additional requirements beyond ambient temperature and standard power.

**Describe any additional requirements in your proposal and include the plan to provide those requirements.**

**3.5.10 Servers and Processors**

Provide full specifications and product literature/brochures for all equipment required including, but not limited to, call processors, servers, storage devices, workstations and related components.

**3.5.11 New Equipment**

The contractor shall replace all existing premise-based equipment between the main distribution frame and the network point of presence with new equipment. All call processors, routers, multiplexers, channel banks, gateways, switches or any required system component shall be new.

**Provide full specifications and product literature/brochures for all proposed new components.**

**3.6 Software Enhancements and Upgrades**

The vendor shall provide software enhancements and upgrades for either proprietary or third-party software required by the proposed Inmate Telephone System (ITS), including wireless tablets, when the enhancement and upgrades are generally available in a customer production environment. The vendor shall be responsible for maintaining the installed ITS at the latest general release of the system software for all systems including the system administration or system reporting terminals/PCs. The vendor must upgrade or replace all third-party software and/or hardware prior to any end-of-support date set by the third-party provider. All software changes shall be preapproved by DOCCS and must utilize approved change management procedures and configuration management processes as defined under *Configuration Management* in [Section 3.2.2](#).

**Provide complete documentation for all software upgrades or enhancements.**

### **3.7 Maintenance**

The vendor shall be solely responsible for the maintenance and support for all system components including telephones, pedestals, enclosures, circuits, network components, software, call processors and all other elements of the system.

**Describe the maintenance and support capabilities, methods and procedures as related to the subsections below.**

#### **3.7.1 Maintenance Responsibility**

Malfunctions which cannot be immediately diagnosed and pinpointed to a certain item of equipment or particular service will require the participation of all service suppliers until responsibility for the problem has been unequivocally established. As a part of maintenance responsibilities, the contractor shall represent DOCCS with the regulated telephone company, network provider, or any other third-party service provider, in order to identify and correct problems with service.

In no instance shall the failure to resolve the issue of responsibility relieve the contractor from the obligation to restore system operability with the least impact on the availability of service.

#### **3.7.2 Damage**

The vendor shall be responsible for the repair or replacement of all equipment damaged regardless of the cause including, but not limited to, inmate damage, natural disaster, and DOCCS' actions or operations at no cost to DOCCS.

#### **3.7.3 Maintenance Window**

All scheduled maintenance must be performed outside of the normal ITS operating hours which are currently 7:00 a.m. to 11:00 p.m. ET.

#### **3.7.4 Maintenance Center Location**

Within 14 days of notification of selection, the vendor shall detail the location and number of maintenance staff, the staff experience, DOCCS' facilities to be supported by each location, and procedures to provide on-site maintenance service at all the DOCCS' locations with vendor provided equipment to meet DOCCS performance requirements. If the origination points for the maintenance staff are their homes, rather than a maintenance center, the staffs' origination addresses must be provided. It is a mandatory requirement of this RFP that the vendor agrees to have maintenance personnel within a three (3) hour drive from their origination addresses to each of DOCCS' locations throughout New York State. Failure to do so will result in a breach of contract. A map of the DOCCS' facility locations is provided in Attachment B.

#### **3.7.5 Maintenance Staff Experience**

Service personnel must be trained and experienced with installation and maintenance of the proposed system and equipment. DOCCS reserves the rights to request copies of training certificates for service personnel and to reject any maintenance personnel it determines to be unqualified to perform maintenance service on the proposed equipment.

#### **3.7.6 Preventive Maintenance**

The vendor shall conduct an on-site inspection and preventative maintenance service for all premise-based equipment provided on a quarterly basis at a minimum. The vendor shall certify the completion of the quarterly inspection and notify DOCCS of any equipment changes. Provide a sample of the proposed preventive maintenance report and certification form, including but not limited to, components to be tested, and pass/fail criteria for each component.

The proposed schedule shall be consistent with DOCCS' operating requirements and shall be based upon the specific needs of the equipment being maintained.

### **3.7.7 Remedial Maintenance**

DOCCS will maintain a call screening service for all facilities. All service calls will be placed by DOCCS or its agent. Facilities will have the option to call in service issues at DOCCS sole discretion. Remedial maintenance shall be performed upon notification to the vendor that the equipment/service is inoperable or unsuitable for operation. The contractor shall be responsible for assuring that on premise service for each request is provided in accordance with the DOCCS' service requirements as defined in Section 5.

### **3.7.8 Maintenance Request Reports**

The vendor shall furnish DOCCS with a monthly report, in a format to be determined by DOCCS, of all maintenance requests. The report shall include, at a minimum, the following data for each request for assistance:

- Date and time notified
- Date and time of arrival
- Description of malfunction reported
- Diagnosis of failure and work performed
- Date and time failure was corrected
- Name of person performing the service
- Name of person and agency reporting trouble

## **3.8 Transition/Migration**

The vendor shall assume responsibility for all inmate telephone services effective on a specific date to be set by DOCCS prior to the official contract award and act as the DOCCS' agent to assure uninterrupted ITS operations as of that date. The vendor shall be responsible for establishing agreements with the existing provider as required to maintain all existing services and functions. Pursuant to the previous ITS contract, the existing vendor has committed to deliver to DOCCS a Phase-Out plan 80 calendar days before contract completion or termination and to maintain contract compliance during the period of time leading up to the contract expiration or termination. During turnover of the ITS systems to the successor contractor, the incumbent will deliver an inventory of all vendor-owned property at all DOCCS' locations and any outstanding requests/enhancements/issues to DOCCS. At DOCCS' direction, the existing vendor will turn over all vendor-provided equipment at all DOCCS' locations by close of business on the last day of the contract.

**Describe the plan to migrate from the current DOCCS' ITS system to the proposed system.**

### **3.8.1 Project Management**

**Submit a proposed Project Plan in Microsoft Project format.** Such plan must effect full statewide implementation within the required 90-day transition period. The Plan must include at least the following elements:

- |                                       |  |
|---------------------------------------|--|
| • Implementation plan                 | • Communications plan for both the DOCCS' users and the non-DOCCS' users |
| • Migration plan                      | • Performance and service level plan                                     |
| • Fallback plan                       | • Project reporting process and mechanisms                               |
| • Risk management and mitigation plan | • Change management process  |
| • Acceptance test plan                | • Configuration management plan  |
| • Training plan                       |  |

### 3.8.1.1 Project Manager

The vendor shall provide a fulltime project manager for the duration of the implementation until DOCCS has accepted all system components and services. The project manager shall be responsible for the development and implementation of the project plan, all transition and migration requirements and acceptance testing. Within 14 days of the notification of tentative contract award, the selected bidder must provide a résumé for its proposed Project Manager for DOCCS' approval. The State reserves the right to require additional information, including the use of direct interviews and demonstrations, to make a determination of the proposed Project Manager's qualifications. DOCCS reserves the right to accept or reject any proposed candidates for this position.

### 3.8.1.2 DOCCS' Resources

In the Proposal, provide a breakdown of DOCCS' staff resources required for implementation, migration, and operation of their proposed solution.

### 3.8.1.3 Site Survey

After notice of tentative away, the selected vendor shall be responsible for performing a site survey at all of DOCCS' facilities and identifying all installation and facility issues that could impact implementation.

## 3.8.2 Call Recording Migration

DOCCS currently stores one year of recordings within the existing ITS platform. The vendor must transfer existing recordings from the current vendor system to the proposed system without loss of information, chain of custody and playback ability.

**Describe the plan for this migration.**

## 3.8.3 Fallback Plan

As part of the proposal, **provide details and procedures for the fallback plan to restore all services to the prior system in the event of failure upon cutover.**

## 3.8.4 Acceptance Testing

The project plan must include a draft Acceptance Test developed by the vendor. DOCCS will evaluate this plan for comprehensiveness **and reserves the right to make modifications to the plan to meet DOCCS' needs.** Failure to successfully complete the Acceptance Test may result in termination of vendor services and cancellation of the contract. DOCCS shall be the sole determinant of the success of the Acceptance Test. Billing for services under the contract will be contingent on the satisfactory completion of the Acceptance Test. If the initial acceptance test is not successfully accomplished, DOCCS, at its sole discretion, may require a retest of one or more of the acceptance test criterion.

## 3.8.5 Equipment Disposal

The contractor shall be responsible for the removal and environmentally certified disposal of all existing unused ITS equipment no later than 120 days after the successful completion of the acceptance test.

The contractor will be responsible for removal of all equipment replaced during the term of the contract at no cost to DOCCS. All data and software must be completely removed and destroyed in compliance with DOCCS security policies and procedures and certification of the completed decimation process provided.



### 3.9 Data Exchange

The ITS contractor and DOCCS' computing systems routinely exchange data to provide timely updates to the ITS that allow proper validation of an attempted call prior to processing. The contractor must comply with the frequency and data exchange format as specified in Attachment D, *Data Exchange Elements*, and provide communication access for the data exchange 24 hours per day. Where appropriate, DOCCS will make a reasonable attempt to add or modify formats or schemas to accommodate the vendor for new services implemented resulting from a contract award. Data Exchange Specifications are subject to change during the resulting contract term.

#### 3.9.1 National Information Exchange Model (NIEM) Standards

The contractor agrees to migrate the existing data exchange requirements to data standards consistent with the NIEM as they become operational for ITS data elements at no cost to DOCCS. The bidder may find additional information regarding NIEM standards at <http://www.niem.gov>.

#### 3.9.2 Data Reconciliation

The vendor shall provide on a weekly basis all data to DOCCS in a format specified by DOCCS in Attachment D for the purposes of data reconciliation. DOCCS will reconcile the vendor's data and transmit exceptions in the same format as the daily modifications as specified in Attachment D. The vendor shall accept the modifications as the master record.

### 3.10 Information Ownership

DOCCS shall own all inmate data, call recordings, and customer account records (collect call, pre-paid, and credit), and DOCCS' information developed, stored or used in the ITS. The vendor shall act as custodian of that information in accordance with applicable statutes, policies, regulations and procedures and shall provide the information to DOCCS upon request in a form and manner specified by DOCCS. The vendor agrees not to sell, use, share or display any data or to use data for any other purpose unless agreed upon, in writing, by DOCCS.

### 3.11 Security

Due to the sensitive, public safety nature of the services under the resulting contract, the vendor must describe, in detail, the security measures that will be taken for personnel, data, communications, systems and facilities in a Security Plan.

The security plan must address the steps the vendor will take with regard to protecting all information and services that result from this RFP.

**Describe the security plan, including specific processes and procedures that your company will take to ensure the confidentiality of all information and data.**

#### 3.11.1 ITS System Security

The vendor shall describe the ITS system security for all data stored locally or in a central database.

**Describe the proposed security system. All information must be encrypted.**

#### 3.11.2 Jurisdiction

The vendor must guarantee DOCCS that it will not transport or make available physically, electronically, verbally or in any other form or manner, any data (either test or production) provided or produced under the contract that is awarded as a result of this RFP outside of the borders of the United States.

### **3.11.3 Compliance**

The vendor will comply with all the DOCCS' security policies and procedures and requirements as well as State security policies including, but not limited to, the NYS Enterprise Information Security Office (EISO). Information for this Security Policy is available at [www.its.ny.gov/eiso/policies/security](http://www.its.ny.gov/eiso/policies/security).

### **3.11.4 Background Checks**

The vendor's personnel must meet DOCCS' requirements for background checks and be subject to ongoing review to assure that staff continues to meet security screening standards.

### **3.11.5 Information Security Breach**

The vendor shall notify DOCCS immediately if it experiences any security breach that may cause DOCCS' data and/or customer's data to be corrupted or inappropriately accessed or used. Such notice shall occur within four (4) hours of any incident.

**Provide a copy of your data security breach notification and response procedures.**

## **3.12 Phase-Out Plan**

The vendor shall provide DOCCS with a full explanation on how it will handle a transition situation at the end of the contract period. Any DOCCS-owned equipment located outside DOCCS' sites, such as recording equipment and software, must be provided to the next contractor or DOCCS at no cost. DOCCS shall own all premised-based equipment installed and all data. At DOCCS direction, the contractor must provide any and all data including call recordings to the new vendor or DOCCS.

## **3.13 Training**

The vendor shall specify the training requirements and expected roles and responsibilities for all of DOCCS' ITS staff required for the planning, implementation and on-going operation of the ITS. The vendor shall provide all training at no cost to DOCCS.

The vendor will deliver the needed training in a manner, at a location and according to a schedule approved by DOCCS. All training will include proficiency testing and additional training will be provided at no additional cost until all participants achieve proficiency. The vendor will provide refresher training or training for new staff as needed at no cost.

**List and describe all training, including the title, length, general content, and the proposed schedule for the training.**

## **3.14 Documentation**

The vendor must provide full, complete and up-to-date documentation specific to DOCCS' implementation no later than seven (7) business days prior to the beginning of implementation. The documentation shall include at a minimum the following:

- Detailed flowchart(s) depicting the entire inmate call process from the moment an inmate picks up the receiver to the completion of the call. The flow chart(s) shall include the time intervals for each phase of call completion.
- Network diagrams and documentation of all circuits, routers, switches and other components and the service provider(s) responsible for diagnostics and repair of each component shown.
- Documentation of security and operational procedures
- User documentation for administrators
- User documentation for investigators
- User documentation for correctional facility staff
- Training information for inmates

- Information for called parties
- Technical system documentation
- Customer-accessed web site design and content for account management and trouble reporting

### **3.15 Reporting**

The vendor shall describe all available reports, standard and ad-hoc, including the file formats available, that are part of its solution; provide DOCCS with online access to run such reports; describe any methodology in which DOCCS may create its own custom reports; and explain how the data may be formatted, retrieved and transmitted to a DOCCS' workstation. On a monthly basis, the vendor shall provide, at a minimum, detailed reports in a format specified by DOCCS for

- all service level and performance requirement items as specified in [Section 5](#); and
- the number of calls, minutes, actual duration, billed duration, and revenue broken down by local, intralata, interlata, interstate and international destinations and the totals for each month and facility.

On an annual basis, the vendor shall provide a summary report containing the information identified above and any other customer account related information that DOCCS determines necessary.

**Provide sample reports in proposal illustrating your capabilities to include specific details as described above.**

## **END OF SECTION 3: TECHNICAL REQUIREMENTS**

## 4 Customer Service

### 4.1 Support Services for DOCCS

#### 4.1.1 Principal Technical Support Representatives

The vendor shall assign primary and secondary representatives who will be knowledgeable of DOCCS' operational and support requirements and service levels and who will act as the DOCCS' principal liaisons for both Technical and Customer Support and be available 24 hours per day. When the primary liaison is unavailable, the secondary shall assume those duties. DOCCS prefers that the primary contact be resident in New York State. Within 14 days of notification of the tentative contract award, the selected bidder must provide résumés of the proposed representatives for DOCCS approval. The State reserves the right to require additional information, including direct interviews and demonstrations, to facilitate a determination of the proposed representatives' qualifications. DOCCS reserves the right to accept or reject any proposed candidates for this position.

#### 4.1.2 Toll-Free Access

The vendor must provide DOCCS with toll-free access for technical support that is available 24 hours per day, 365 days per year. Customer support access to knowledgeable personnel must be available within ten (10) minutes of the contact initiation by DOCCS.

#### 4.1.3 DOCCS' Authorized Representatives

DOCCS will establish an authorized list of individuals or titles who have the authority to open trouble tickets and request maintenance dispatch or support services. The vendor will only act on the request of an authorized individual on the list.

#### 4.1.4 Gate Clearance

The vendor shall be responsible for establishing all gate clearances in conformance with DOCCS' policies and procedures for on-site visits.

#### 4.1.5 Ticketing System

The vendor shall utilize an automated ticketing system to log, track, manage and assure appropriate response to all calls for support. DOCCS and/or its representatives shall be provided real-time access to this system including the ability to create new tickets and run reports on service tickets related to services provided to DOCCS. Reporting capabilities associated with this system must comply with Section 3.15 above. The vendor must be prepared to work with DOCCS to integrate the proposed ticketing system with the trouble ticket system utilized by DOCCS.

**Describe how this system will provide the required functions and explain the system's capabilities. Include details as to what level of visibility and access DOCCS will have.**

#### 4.1.6 DOCCS' Access to Customer Information

The vendor shall provide DOCCS and/or its representatives with secure online, real-time access to all customer information regarding account status and history.

**Describe how this function will be provided, and explain its capabilities. Include details as to what level of visibility, access, and reporting DOCCS' ITS staff will have.**

#### **4.1.7 Court Evidence and Expert Witness Testimony**

The vendor shall provide verification that its methods and procedures meet accepted legal standards for chain of evidence in legal proceedings. At no cost to DOCCS, the vendor shall provide affidavits as required throughout the term of the contract, support any legal proceedings, and provide expert witness testimony as needed. In the last five (5) years DOCCS has experienced approximately ten (10) incidents requiring expert witness services.

#### **4.2 Support Services for Customers**

DOCCS requires that the vendor provide account holders with responsible, reliable customer service and support as outlined herein. The vendor shall utilize an automated ticketing system to log, track, manage, and assure appropriate response to all calls for support from Customers. Reporting capabilities associated with this system must comply with Section 3.15 above.

**Describe how this system will provide the required functions and explain the system's capabilities. Include details as to what level of visibility and access DOCCS' ITS staff will have.**

##### **4.2.1 Toll-Free Access**

The vendor shall provide toll-free telephone access to knowledgeable customer service staff for at least the normal inmate telephone operating hours, which are currently 7:00 a.m. to 11:00 p.m. ET, 365 days per year. All customer service representatives must have access to up-to-date customer account information including at a minimum billing, payment and blocked call status and history.

##### **4.2.2 Executive Order Number 26**

Bidders should review this executive order prior to submitting proposals. You may access the executive order on the Governor's Web site: [No.26 STATEWIDE LANGUAGE ACCESS POLICY](#)

In the event that translation/interpretation services are required for languages other than the Spanish language, the selected Contractor must agree to comply with any requests by DOCCS to provide documents or other assistance to allow for translation or interpretation to be conducted.

##### **4.2.3 Customer Account Access**

The vendor shall provide customers with secure web-based access to account information including billing, payment and blocked call status and history. Customers should be provided the capability to securely add funds to their pre-paid account online. The vendor must transfer all existing accounts at no cost to the account holders.

**Describe how your solution provides this functionality and explain its capabilities.**

##### **4.2.4 Customer Outreach**

DOCCS meets periodically with inmate advocacy groups to discuss a variety of issues. The vendor's representative(s) will be required to attend such meetings to discuss ITS related issues.

##### **4.2.5 Call Blocking**

The vendor must notify customers prior to initiating a block on collect calls. If a collect call account is in arrears and the vendor applies a block, the vendor must provide an opportunity for the customer to establish a pre-pay account.

**Provide details on how this will occur, at a minimum provide details for the following:**

- **The steps initiated to contact the customer and describe how many and what types of attempts will be made**
- **What procedures are followed**

- **The timeframes between each step in the process**
- **The specific reasons why a call is blocked**
- **Any automatic processes that trigger a block**
- **What are the procedures and timeframes for customers to remove a block**

#### **4.2.6 Vendor Account Policies**

Identify in the proposal all policies including, but not limited to, call limits, billing amount limits, collect or pre-payment caps, and call-blocking criteria they plan to apply to customer accounts. DOCCS reserves the right to accept or reject any or all proposed policies.

#### **4.2.7 Vendor Policy Changes**

The vendor must notify DOCCS and the customers (all account holders) before implementing policy changes including, but not limited to, call limits, billing amount limits, collect or pre-payment caps and call-blocking criteria. All policy changes must be pre-approved by DOCCS and the appropriate regulatory authority.

#### **4.2.8 Aggregated Billing Account for DOCCS-Approved Organizations**

During the term of the contract, DOCCS may identify individuals or organizations that are approved to receive, at no additional charge, a single monthly bill for multiple accounts with billing detail at the individual account, groups (i.e. location specific) and master account level.

**Describe how such billing will be performed, and identify any limitations associated with such aggregate billing. Include a sample bill reflecting monthly billing for individual lines, groups of lines and the master account.**

### **END OF SECTION 4: CUSTOMER SERVICE**

## 5 Performance Standards

### 5.1 Service Objectives

The vendor must provide services that meet the performance levels delineated below.

**Describe what steps will be taken to meet or exceed DOCCS' performance and service-level objectives for the Inmate Telephone System:**

#### 5.1.1 Facility Service Objectives

##### A. Equipment

1. Installation: Time from vendor receipt of order to working installed equipment.

**Performance Standard:** 20 calendar days

2. Maintenance: Monthly Meantime to Repair

**Performance Standard:** 8 hours

##### B. System Software

1. Updates/new releases: Time from availability to system-wide deployment

**Performance Standard:** 6 months

##### C. Network

2. Service: Monthly Availability (entire system)

**Performance Standard:** 99.99% (7x24x365)

#### 5.1.2 Customer Service Objectives

##### A. DOCCS as customer

1. Service

- a. Resolution Rates

**Performance Standard:** >70% of calls resolved on first call

- b. Wait times

**Performance Standard:** Monthly mean wait time < 60 seconds

- c. Access to technical support

**Performance Standard:** Within 10 minutes 100% of the time

2. System Availability per site: Monthly Availability within operational hours.

**Performance Standard:** 99.9%

3. Data Transfer and availability

- a. Timing

**Performance Standard:** Occurs within scheduled window 98% of the time

- b. Accuracy

**Performance Standard:** 98% of transfers complete and correct on first transfer; 100% on second transfer.

**4. Inmate Calls****a. Drops and Disconnects****Performance Standard:** Less than 2% per site per month**b. Voice Quality****Performance Standard:** Meet quality standard 99% per month**c. Complaints****Performance Standard:** Less than 5% of average annual population per month**B. Inmates, family & friends as customers****1. Service****a. Resolution rate****Performance Standard:** >70% of calls resolved on first call**b. Wait times****Performance Standard:** Monthly mean wait time <60 seconds**c. Abandoned calls****Performance Standard:** Not to exceed 10% of calls per month**d. Complaints****Performance Standard:** Not to exceed 5% of accounts per year**5.2 Resolution of Reported Problems**

DOCCS has established priority levels 1-5 for problem reporting. Level 1 problems shall be the highest priority and level 5 the lowest. DOCCS has the sole authority to determine the priority level of each reported problem and to determine if the problem has been resolved and the issue closed. Resolution time is based on a 24-hour-per-day basis, 365-days-per-year service.

**Describe what steps will be taken to meet or exceed DOCCS' problem resolution objectives.**

**A. Priority Level 1 includes, but is not limited to the following:**

1. Loss of critical functionality
2. 50% or more phones in a facility out of service
3. Loss of administrative or investigative access or function
4. Loss of monitoring or recording function

**Performance Standard:** The time requirement for resolution of Level 1 Problems is **4 hours**.

**B. Priority Level 2 includes, but is not limited to the following:**

1. Loss of significant functionality
2. Data exchange failure
3. 20%--49% of phones in a facility out of service



**Performance Standard:** The time requirement for resolution of Level 2 Problems is **8 hours**.

C. Priority Level 3 includes, but is not limited to the following:

1. Loss of insignificant functionality
2. Software fixes not critical to operations
3. Individual phones representing 10%—20% of phones in a facility
4. Loss of trouble ticket system

**Performance Standard:** The time requirement for resolution of Level 3 Problems is **24 hours**.

D. Priority Level 4 includes, but is not limited to the following:

1. Individual phones representing less than 10% of phones in a facility

**Performance Standard:** The time requirement for resolution of Level 4 Problems is **48 hours**.

E. Priority Level 5 includes, but is not limited to the following:

1. Represent scheduled maintenance activities and scheduled installation or removal of equipment

**Performance Standard:** The time requirement for resolution of Level 5 is **five working days**.

### 5.2.1 Failure to comply

After three occurrences when 50% or more of the phones in a correctional facility are out of service for more than four (4) hours at an affected facility, DOCCS may impose a remedial measure that will include free calling at the facility for the number of hours corresponding with the out-of-service lapse of time. Contractor will provide supporting documentation to demonstrate free calling provided.

### 5.2.2 Escalation Requirements

| Time   | Escalation Point | DOCCS Contact Point |
|--|------------------|---------------------|
| Missed performance standard                  | Supervisor       | TBD                 |
| Missed performance standard + two (2) hours  | Manager          | TBD                 |
| Missed performance standard + four (4) hours | Director         | TBD                 |
| Missed performance standard + six (6) hours  | Vice President   | TBD                 |

The vendor must establish procedures that provide, at a minimum, escalation to agreed-upon points of contact for the timeframes indicated above.

### **5.3 Performance Reviews**

The vendor shall provide monthly, quarterly, and annual performance reports that meet DOCCS' specifications. The reports will include the data elements noted in Section 5 above along with the raw numbers used to achieve the percentages. Additionally, every quarter, the vendor shall provide a face-to-face review of all performance indicators and trends and a summary of service issues. The vendor shall provide an annual review of the operational status, the financial status, the cost and rate analysis as well as an overall contract review. All reports and reviews will be presented to DOCCS' staff.

**Provide examples of draft reports.**

**END OF SECTION 5: PERFORMANCE REQUIREMENTS**

## 6 Vendor Qualifications

### 6.1 Company Experience

The bidder shall submit satisfactory evidence that, in the sole judgment of DOCCS, it has at least three (3) years current experience providing ITS production systems and services for commercial or government clients. The proposed system must be a commercially available system and have been in full production for at least one (1) year for at least three (3) customers that serve at least a total of 500 inmate telephones each.

The bidder shall **submit three (3) client references** to support their experience claims. Incomplete or incorrect client contact information will be evaluated to the bidder's detriment. Current employees of DOCCS may not be used as references. **Bidders should advise proposed references that DOCCS will be calling them and confirm the references willingness to participate. The information must be provided using Appendix F, *Vendor Reference Form*.**

New York State will not be a test site for unproven technology. For all technology proposed, your references must include at least two sites where this technology has been in service as an integrated part of the inmate phone system for at least six (6) months. An onsite or real-time demonstration of the technology must be provided prior to finalization of the scoring for this procurement.

The subcontractors that will be used to perform any aspect of the work must complete Appendix F by providing three (3) references in the relative field of services. In addition, subcontractors must have at least three (3) years current experience providing the services in the specific field of service.

**Provide the names of any federal, state or local correctional facilities and/or systems where the subcontractors' services have been used in the past three (3) years.**

### 6.2 Past Performance

#### 6.2.1 Security Incidents

**Provide details on all incidents of security breaches, lost or misused data in last three (3) years including, but not limited to, the nature and extent of the incident, remedial actions taken, and current status.**

#### 6.2.2 Performance Data

**Provide detailed performance information for the three (3) referenced systems identified in Section 6.1. At a minimum the performance information shall include the items identified in Section 5.1, *Service Objectives*.**

#### 6.2.3 Legal Validity

**Provide documentation of the validity of its chain of evidence methodology and its acceptance in legal proceedings. Include the number of legal cases in last three (3) years where the methodology was successful, and explain any instances where the validity of the chain of evidence was not accepted.**

### 6.3 Staff Qualifications

**Provide information regarding the qualifications and experience of the individuals that will be the primary points of contact for both customer and technical services as outlined in [Section 4.1.1](#). Provide résumés and completed *Staff Qualification Forms* (Appendix G) for at least three (3) reference projects/assignments. Include the dates of the relevant experience in the résumés and qualification forms.**

**6.3.1 Staffing Numbers and Qualifications****Provide the following:**

- The number of staff by functional area, work shift, average years of experience and turnover rates for the last three (3) years
- The ratio of customer service staff to the number of active accounts
- The ratio of the number of technical support staff to the number of installed sites

**6.3.2 Staff Disqualification**

DOCCS shall have the right to require the contractor to remove any individual assigned to this project at any time during the term of this contract at DOCCS' sole discretion.

**6.3.3 Staff Resignation or Discharge**

The contractor shall immediately notify DOCCS of the resignation or discharge of the primary points of contact assigned to this project. Transfer of knowledge must occur prior to the departure of any staff members. The contractor shall propose a qualified replacement for DOCCS' review and approval.

**6.4 Vendor Responsibility****6.4.1 Vendor Responsibility Requirements**

DOCCS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A Vendor Responsibility Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the Vendor Responsibility Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the questionnaire when making its responsibility determination. See Appendix E for details.

The bidder agrees that if it is found by the State that the bidder's responses to the questionnaire were intentionally false or intentionally incomplete, on such finding, DOCCS will terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The DOCCS' Commissioner or his designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the DOCCS' Commissioner or his designee issues a written notice authorizing a resumption of performance under the Contract.

**6.4.2 Complaint History**

The vendor shall **provide full disclosure of complaints lodged against it to the Better Business Bureau, the FCC, any state public service commissions or similar agency and any state Attorneys General within the last three (3) years.**

**END OF SECTION 6: VENDOR QUALIFICATIONS**

## 7 Rates, Fees and Costs

The vendor is responsible for ensuring that all telephone services and rates comply with all applicable regulations including but not limited to the NYS Public Service Commission (PSC) and the Federal Communications Commission (FCC) throughout the term of this agreement. All rates shall be fixed for the term of the contract (Section 2.1) unless rate reductions are mandated by changes to state and/or federal regulations.

### 7.1 No Commissions

Effective April 1, 2007, pursuant to New York Correction Law §623, the New York State Department of Corrections and Community Supervision does not receive commissions from inmate telephone traffic nor is it soliciting commissions from any contract award resulting from this RFP.

### 7.2 Rate Structure

Please use Appendix H, *Cost Proposal Form*, to submit all of the required information.

#### 7.2.1 Domestic

The rate proposed and charged by the vendor shall be a single, per minute rate inclusive of all fees, taxes, connect charges or other costs for all calls within the United States, its territories and protectorates, and Canada. The rate shall be the same for pre-paid and collect calls. Call rates may not exceed \$0.050.

#### 7.2.2 International

Although DOCCS does not allow international calls currently, the vendor shall propose a rate structure for international calls detailing rates by country. The rates for international calls shall be a single per minute rate by country inclusive of all fees, taxes, connect charges or other costs. DOCCS reserves the right to implement any alternative international calling services and does not guarantee minimum international calling volume. Any location not within the area defined as covered by the domestic rate as detailed above shall be treated as international. The rate for each country shall be the same rate for pre-paid and collect calls. Also, please propose a blended rate that would be applicable for all countries at a per-minute rate.

#### 7.2.3 Rate Requirements

The Vendor shall provide rates based on three decimal places (e.g. \$0.000) in the appropriate table in Appendix H. Rates shall apply only from called party acceptance of a call until the call is terminated rounded to the nearest whole minute (calls lasting up to and including 29 seconds over a whole minute shall be rounded down, calls greater than or equal to 30 seconds over a whole minute shall be rounded up.) There shall be no charge for the time for prompts, rate information or other functions. There shall be no additional charges or fees added to the cost of a call. Provide the types of federal and state taxes and surcharges in the table as indicated in Appendix H. Do not enter the monetary charge for the taxes or surcharges.

#### 7.2.4 Ancillary Service Charges

- No provider shall charge an Ancillary Service Charge other than those permitted charges identified by the Federal Communications Commission and approved by DOCCS.
- No provider shall charge a rate for a permitted Ancillary Service Charge in excess of those rates approved by the Federal Communications Commission and approved by DOCCS.

#### 7.2.5 Calling Patterns

Bidders will be provided with media containing call detail records for a six (6) month period prior to release of the RFP at the mandatory bidders' conference. **It will be the sole responsibility**

**of the bidder to analyze the call patterns and data contained on the media. DOCCS shall not be responsible for establishing or guaranteeing any minimum number of calls, minutes used, or revenue generated.**

### **7.3 Billing**

Billing and account management should be as easy to use and understandable as possible. Vendors shall describe how their approach will support that objective and include narrative responses with the Cost Proposal form (Appendix H). Please reference the subsections/paragraph for all responses.

**Describe the billing methodology, procedures, and practices noting particularly how it will assure the accuracy of its billing and maximize calling opportunities for inmates and their families and friends.**

**Include in the description if the bidder proposes to direct bill the called parties for collect calls or if billing will be performed by a third party or Local Exchange Carrier (LEC). If the LEC or a third party is responsible for the billing of collect calls the vendor shall identify all such parties within NYS with which they have this agreement.**

#### **7.3.1 Collect and Prepaid**

The vendor billing options shall be limited to collect and pre-paid by the called party. DOCCS must pre-approve all billing and payment options. DOCCS may consider additional billing and payment options during the contract term solely at DOCCS discretion.

The vendor shall

- **not restrict** the pre-paid account holder from receiving the full dollar amount of services up to the balance held by the vendor;
- fully describe the process for a customer to initiate a pre-paid account that shall include all vendor policies, customer requirements, any and all fees and charges associated with a collect or pre-paid account regardless of the purpose of the fees or charges, any and all credit card fees or charges associated with funding a pre-paid account, and the minimum and maximum deposits allowed;
- fully describe the processes and policies of said pre-paid account after said account is initiated, including but not limited to, account activation, deposits, how to review account activity, checking account balance, obtaining refunds, how to close an account, or how to report fraudulent charges;
- fully describe in the proposal any fees (including refill fees), charges, penalties or the like that will be incurred by the account holder throughout the entire use of the account;
- not collect any fees or charges for calls or account maintenance, including, but not limited to, account activation, deposits, account activity or inactivity, account balance refunds, account closing, or third party charges unless such fees or charges are included in its proposal and agreed to by DOCCS. All existing accounts with the current DOCCS ITS service provider will be transferred without charge to the account holders. DOCCS, at its sole discretion, reserves the right to reject any and all such fees and charges. Fees and charges deemed to be appropriate will be included in the overall cost evaluation of the vendor's proposal.

#### **7.3.2 NYS DOCCS Liability**

DOCCS shall have **no responsibility or liability** and shall be held harmless for all costs for any call billing, charges, payments, uncollectible charges, or fraud under this contract. DOCCS shall not be held liable for any potential revenue loss to the vendor due to any decision on the part of DOCCS to disconnect third party calls after detection or for any other limitation of services or access including but not limited to disciplinary actions and lockdowns.

**7.4 Financial Stability**

The vendor shall provide evidence of its financial stability and resources to continue operations to meet the requirements of this RFP.

**At a minimum, the vendor should provide the most recently available certified audited financial annual report, the most recent Dun and Bradstreet report and such other materials necessary to demonstrate its financial soundness.**

**END OF SECTION 7: RATES, FEES, AND COSTS**



## 8 Contractual Issues

### 8.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

- Appendix A
- The Contract resulting from this RFP
- DOCCS Request for Proposal Number 2016-02 (this Document) including any addenda
- Selected Contractor's Proposal/Bid

### 8.2 Ethics Compliance

All proposers/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the proposal process, termination of contract, and/or other civil or criminal proceedings as required by law.

### 8.3 Procurement Lobbying Act

New York's Legislative Law and the State Finance Law have been amended to regulate lobbying on procurement contracts. Chapter 1 of the Laws of 2005, State Finance Law § 139-j and k, which can be accessed through the NYS Office of General Services links below, imposes certain restrictions on communications between the Department and the bidder during the procurement process. The bidder is restricted from making contacts, beginning with the date of the bid advertisement in the NYS Contract Reporter through final approval of the contract award by the Office of the State Comptroller, with anyone other than the designated contact person identified in the RFP, unless it is contact that is among certain statutory exceptions as per State Finance Law § 139-k (3) (a). The designated staff are identified in Section 1.6 RFP. Department staff are required to obtain certain information when contacted during the "restricted period" and to make a determination of responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of the proposal, and in the event of two findings within a four-year period, the bidder is debarred from future State contracts. It is DOCCS' policy to immediately report to its ethics officer and/or inspector general any impermissible contact by any offeror (bidder) and, in addition, to comply with all requirements of the procurement lobbying and procurement stewardship acts. More information about State Finance Law Sections 139-j and k can be found on the website of the Office of General Services by accessing the following:

<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-j.htm>  
and <http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-k.htm>

All bidders must submit a completed *Procurement Lobbying Certificate* related to State Finance Law 139-j and k (Attachment C).

### 8.4 Sales and Compensating Use Tax Certification Requirements

Complete **Form ST-220-CA Contractor Certification**. The Contractor must file Form ST-220-CA to certify that it has filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Access and complete Form ST-220-CA by using the following link:

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf) Please note that Form ST-200-TD must be filed with the NYS Tax Department at the address on the front page of the form. You can access Form ST-220-TD using the following link:

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf) For *Questions and Answers Concerning Tax Law Section 5-a*, go to NYS Department of Tax and Finance at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

### **8.5 Encouraging the Use of NYS Business**

In an ongoing effort to use New York State (NYS) businesses, DOCCS encourages bidders to partner with NYS subcontractors and/or suppliers. For this solicitation, bidders should identify the NYS businesses that they plan to use if awarded the contract resulting from this solicitation by completing the form entitled *Encouraging Use of New York State Businesses in Contract Performance*. If known, please identify the businesses and attach the requested information. Return the completed form with your proposal. If you do not plan to partner with a NYS business, please indicate this on the form and return it with your proposal. This form is included in Attachment C.

### **8.6 Diversity Practices**

DOCCS has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises (“M/WBEs”) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with M/WBEs.

Accordingly, respondents to this procurement shall be required to include as part of the technical proposal response to this procurement, as described in this RFP herein, the *Diversity Practices Questionnaire* as provided by the Division of Minority and Women’s Business Development. Bidders must complete the questionnaire in Appendix M. The bidders’ responses will be evaluated using a predetermined rating scale.

### **8.7 M/WBE and EEO Requirements**

See Appendix C for Contractor requirements and procedures. The selected bidder will be required to return a completed Utilization Plan (Form M/WBE 100-G) and a completed Staffing Plan (Form EEO 100) as part of the contract resulting from this RFP. Appendix C will be included in the Contract resulting from this RFP.

### **8.8 Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance**

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at:

<http://www.ogs.ny.gov/Core/SDVOBA.asp>

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they

must continue to utilize small, minority and women-owned businesses consistent with current State law. Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

## **8.9 Indemnification**

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors, independent contractors, agents or any other person or entity performing contractual duties on Contractor's behalf, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to defend, indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

## **8.10 Contractor Insurance Requirements**

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, DOCCS, Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements. Such Certificates shall be of a form and substance acceptable to DOCCS.

Certificate acceptance and/or approval by DOCCS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Section. All insurance required by this Section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. DOCCS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to DOCCS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to DOCCS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by DOCCS does not, and shall not be construed to, relieve Bidders or

Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

**A. General Conditions Applicable to Insurance.** All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

1. **Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B Insurance Requirements below.
2. **Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Section shall be written on an occurrence basis.
3. **Certificates of Insurance/Notices.** Bidders and Contractors shall provide DOCCS with a Certificate or Certificates of Insurance, in a form satisfactory to DOCCS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name The New York State Department of Corrections and Community Supervision, Harriman Campus, 1220 Washington Avenue, Albany, New York 12226-2050, as the certificate holder.

Certificates of Insurance shall

- Be in the form acceptable to DOCCS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Refer to this Solicitation and any Contract resulting from this Solicitation by award number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

DOCCS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although DOCCS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by DOCCS. If an entire insurance policy is submitted but not requested, DOCCS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by DOCCS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

4. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the

State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of all applicable Contractor's insurance, including any umbrella and/or excess policies, and shall not contribute with the Bidder/Contractor's insurance.

5. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.
6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from DOCCS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request. If the Contractor is unable to meet their obligation under any deductible, self-insured retention or self-insurance, neither the People of the State of New York nor DOCCS will be obligated to drop down to cover the amount of the self-insured retention or deductible or any remaining portion thereof.
7. **Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Section and maintain the same in force during the term of any work performed by that Subcontractor.
8. **Waiver of Subrogation.** For all liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
9. **Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming

as additional insureds: The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to DOCCS pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Section had the Contractor obtained such insurance policies.

- 10. Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies; however, a minimum of one million dollars (\$1,000,000.00) must be primary coverage for general liability and auto liability. All Contractor's applicable insurance policies, including umbrella and excess insurance, will be primary to any insurance, self-insurance, deductible or self-insured retention of the People of the State of New York, the New York State Department of Corrections and Community Supervision, or any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.
- 11. Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide DOCCS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.
- 12. Policy Renewal/Expiration** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to DOCCS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to DOCCS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by DOCCS.
- 13. Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the DOCCS Procurement Services contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to DOCCS as soon as possible but in no event later than the following time periods:
  - For certificates of insurance: 5 business days
  - For information on self-insurance or self-retention programs: 15 calendar days
  - For other requested documentation evidencing coverage: 15 calendar days
  - For additional insured and waiver of subrogation endorsements: 30 calendar daysNotwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken



all steps necessary to obtain such documents from its insurer and submit them to DOCCS, DOCCS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

## B. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

| Insurance Type                                 |   | Proof of Coverage is Due            |
|--|---|-------------------------------------|
| <b>Commercial General Liability</b>            | [Not less than \$2,000,000 each occurrence] | Updated in accordance with Contract |
| General Aggregate                              | \$2,000,000                                 |                                     |
| Products – Completed Operations Aggregate      | \$2,000,000                                 |                                     |
| Personal and Advertising Injury                | \$1,000,000                                 |                                     |
| Medical Expenses Limit                         | \$5,000                                     |                                     |
| <b>Business Automobile Liability Insurance</b> | [Not less than \$2,000,000 each occurrence] |                                     |
| <b>Workers' Compensation</b>                   |   |                                     |
| <b>Disability Benefits</b>                     |   |                                     |

1. **Commercial General Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds;

- Products/completed operations for a term of no less than three [1-3] years, commencing upon acceptance of the work, as required by the Contract;
- Explosion, collapse and underground hazards; and
- Contractor means and methods].

**2. Business Automobile Liability Insurance:** Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by DOCCS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to DOCCS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does subcontract, hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor subcontractor or owner of the automobile(s) must: (i) obtain Business Automobile Liability Insurance as required by this Solicitation or any Contract resulting from this Solicitation, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, on a form provided by DOCCS. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Section and provide proof of such coverage to DOCCS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

**3. Workers' Compensation Insurance and Disability Benefits Requirements**

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to DOCCS.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to DOCCS at the time of Bid submission, policy renewal, contract renewal, and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**



**Proof of Compliance with Workers' Compensation Coverage Requirements:**

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to DOCCS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to DOCCS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

**Proof of Compliance with Disability Benefits Coverage Requirements:**

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to DOCCS by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

**8.11 Consultant Disclosure Reporting Requirements**

Pursuant to New York State Finance Law, Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: the number of employees employed to provide services under the contract, the number of hours they work, and the total compensation under the contract for those employees. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Upon notification of award for this RFP, the selected Contractor must complete Form A, *State Consultant Services*. The completed Form A should include information for all employees that will be providing services under the contract resulting from this IFB.

The Contractor must submit Form B, *State Consultant Services Contractor's Annual Employment Report* (Attachment C), to report annual employment information required by the statute. This form captures historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit Form B to DOCCS Budget & Finance Unit, the Consultant Reporting Section of the Bureau of Contracts at OSC, and the Department of Civil Services at the addresses provided below.

Submit the completed Form B annually by May 15 for each State fiscal year (or portion thereof) the contract is in effect, as follows:

**Contracting Agency: DOCCS**

NYS Department of Corrections and Community Supervision

Sandra Downey, Director Budget and Finance  
1220 Washington Avenue  
Albany, New York 12226-2050

**OSC: Consultant Reporting Sections of the Bureau of Contracts**

NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, Floor 11  
Albany, NY 122236  
Attention: Consultant Reporting

**DCS:**

NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239

**Forms A and B as well as the instructions are found in Attachment C.**

**8.12 Freedom of Information Law/Trade Secrets**

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, **you must submit a request to except such information from disclosure.** Such request must be in writing, must state the reasons why the information should be accepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

**8.13 Executive Order Number 26**

Bidders should review this executive order prior to submitting proposals. You may access the executive order on the Governor's Web site: [STATEWIDE LANGUAGE ACCESS POLICY](#) In the event that translation/interpretation services are required for languages other than the Spanish language, the selected Contractor must agree to comply with any requests by DOCCS to provide documents or other assistance to allow for translation or interpretation to be conducted. Any costs associated with the translation or interpretation services will be incurred by DOCCS.

**8.14 Executive Order 38**

Limits on State-Funded Administrative costs & Executive Compensation: Bidders should review Executive Order 38 and the rules and regulations prior to submitting proposals. More specifically, Bidders should review the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements. It is the obligation of the selected Contractor, not the State, to determine if Executive Order 38 is applicable. In addition, the selected Contractor must include a provision in any agreement with a subcontractor or agent stating that if said subcontractor or agent is receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under the Contract resulting from this RFP, the subcontractor must also comply with Executive Order 38.

All Contractors doing business with DOCCS should be familiar with Executive Order 38 and the applicable DOCCS Rules and Regulations for the executive order.

Bidders and Contractors may access the executive order using this link, [executiveorder38.ny.gov](http://executiveorder38.ny.gov), or from the DOCCS' Web site at [www.doccs.ny.gov](http://www.doccs.ny.gov). The applicable DOCCS Rules and Regulations for the executive order are located in the 7 New York Codes, Rules, and Regulations (NYCRR) Part 513.

#### **8.15 Performance/Payment Bond Requirement**

Prior to the commencement of performance of the work to be undertaken pursuant to the Contract, DOCCS requires the Contractor to furnish without cost to DOCCS a performance/payment bond as security for the faithful performance of the Contract in the amount of Ten Million Dollars (\$10,000,000.00), which shall be in the exact form and language of the sample bond attached as Appendix L. The surety must be authorized to do business as a surety in the State of New York, and its name must appear on the current list of sureties acceptable to the Treasury Department of the United States in effect at the time of submission of the Performance and Payment Bond to DOCCS. In addition, the aggregate underwriting limitations on any one risk as set forth in the aforementioned list of approved Treasury Department sureties shall equal or exceed the penal sum of the Performance and Payment Bond.

#### **8.16 Licensed or Patented Components**

The vendor must identify any software that is not owned by the vendor or any patented or proprietary components and provide details on the vendor's authorization to use and resell such components including duration of agreement and source.

#### **8.17 Perpetual License**

The vendor shall provide to DOCCS a perpetual non-exclusive license for all software utilized in the delivery of services under this contract. The license shall continue after the termination of the contract, but DOCCS shall not be entitled to free upgrades or support after contract termination.

#### **8.18 Escrow of Software**

Upon award the vendor shall escrow all software and routines, documentation and operational information necessary for the full production operation of the ITS with an escrow agent approved by DOCCS. The escrow agreement shall specify that the software source and production code and all related material shall be provided to DOCCS at no cost in the event that the vendor is unable or unwilling to meet its obligations under this contract. In such event DOCCS shall be deemed to have full ownership rights to the software and materials. The vendor shall at all times assure that the escrowed software and materials are for the current DOCCS' production system.

#### **8.19 Breach of Services**

In the event of any material breach of service by the contractor, the Department shall give written notice specifying the material breach. If such written notice of material breach is given and the provider does not correct the breach to DOCCS satisfaction within thirty (30) days after receipt of the written notice, DOCCS shall have the right to unilaterally and immediately terminate the Agreement and seek a replacement provider in order to maintain telephone service to the inmates without penalty to DOCCS.

#### **8.20 General Requirements**

The Bidder agrees to

1. adhere to all State and Federal laws and regulations in connection with the contract; and,
2. at a minimum, notify DOCCS of any changes in the legal status or principal ownership of the company, forty five (45) days in advance of said change.

The Bidder agrees that

3. in any contract resulting from this RFP, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action; and,
4. any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS.
5. For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
6. For purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
7. The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
8. The Commissioner of DOCCS will make no allowance or concession to the bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
9. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of DOCCS.
10. **Inspection** – For purposes of any contract resulting from this RFP, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of DOCCS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
11. **Stop Work Order** - The Commissioner of DOCCS reserves the right to stop the work covered by this RFP and any contract(s) resulting therefrom at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DOCCS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that DOCCS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
12. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety regulations, health codes, and all policies or directives established by DOCCS. Failure to account for all equipment, materials, and tools or to report missing equipment, materials, and tools immediately may result in the termination of the contract.
13. DOCCS reserves the right to reject and bar from the facility any employee hired by the Contractor.

### 8.21 Equipment and Licenses Upon Termination

Upon contract termination all installed equipment, wiring, servers, communications components and related elements shall become the property of DOCCS without further cost to DOCCS. This shall explicitly include a perpetual license for all installed software. DOCCS shall own all elements required to continue the operation of a fully functional production system. The contractor shall provide all ITS services including but not limited to call recording and customer service and billing required by this contract for ninety (90) days after the contract termination date.

### **8.21.1 Agency Termination**

DOCCS reserves the right to cancel the complete contract or any part thereof, at any time, giving the Contractor thirty (30) days written notice for convenience or unavailability of funds. If in the judgment of DOCCS, the Contractor fails or refuses to perform the work in accordance with the contract, DOCCS may terminate the contract immediately by written notice for cause.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate DOCCS' officials or staff, the contract may be terminated by the DOCCS' Commissioner or his designee at the Contractor's expense where the Contractor is determined by the DOCCS Commissioner or his designee to be non-responsible. In such event, the DOCCS Commissioner or his designee may complete the contractual requirements in any manner he may deem advisable and pursue available legal or equitable remedies for breach.

DOCCS may, upon a thirty (30) day notice, terminate the contract resulting from this RFP in the event of the awarded Bidder's failure to comply with any of the bid's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, DOCCS may also terminate any contract resulting from this RFP upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of creditors.

Furthermore, DOCCS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this RFP, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by DOCCS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against DOCCS, its agents and employees therefore for lost profits or any other damages.

### **8.21.2 Procurement Lobbying Termination**

DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notification to the Offeror in accordance with the written notification terms of this contract.

## **8.22 Contract Terms**

1. All provisions and requirements of Appendix A, *Standard Clauses for New York State Contracts*, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.
2. All provisions and requirements that are attached hereto and form a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.
3. It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this RFP.
4. Any contract resulting from this RFP shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

## **8.23 Nondisclosure Agreement**

Upon contract award, the selected vendor will be required to sign the non-disclosure agreement in Appendix I.

## **8.24 Contract Provisions**

The entire RFP plus clarification questions and answers as well as the selected vendor's proposal shall be included in the final contract.

## **8.25 Potential Annual Revenue Payments**

It is understood between the parties that, in the event a change is made to the law in New York State with respect to the permissible use of telephone revenue, the parties will meet in a good faith effort to negotiate a possible amendment regarding phone rates that are charged, which would be consistent with the change in such law. It is further understood that if an amendment is negotiated and agreed to, it would also have to be approved by all necessary governmental entities, including, but not limited to, the Office of the State Comptroller, and that said agreement would also have to meet any governmental regulatory restrictions that may apply.

Moreover, in the event of such a change as stipulated above, the parties will have an understanding that the revenue set-aside from the use of the inmate telephone system will not exceed \$ 2 million.

## **8.26 Inmate Secure Messaging Option**

DOCCS is exploring the possibility of offering inmates the ability to communicate with those individuals listed on the inmates' call lists, using secure messaging and utilizing the infrastructure as described in the successful bidder's proposal response to this RFP. If DOCCS decides to implement this feature in the future, with a 90-day notice to the contractor selected, the following information will be applicable:

- The vendor will provide the ability for inmates to access and utilize secure messaging, including the sending and receiving of secure messages to those individuals on the inmates' call lists.
- The vendor will identify and detail any costs associated with accessing, sending, or receiving secure messages, including any additional surcharges or handling fees assessed by the vendor that will be charged to the friends and family sending the secure messages. The cost to send or receive secure messages must be less than the cost to send an equivalent written letter.
- The ability to conduct investigative analysis of the secure messages, including, but not limited to, key word searches, analytics, and investigative software, which shall be described in detail by the vendor.
- The vendor's proposed costs will conform to all other applicable rules within the contents of the resulting contract and this RFP, including all investigative, analytic and reporting capabilities. Prior to implementation of secure messaging, the vendor will provide information to DOCCS regarding all aspects of this additional service as follows:
  - A detailed plan for inmates to access secure messaging, including those in restricted or specialized housing.
  - Ability to send and receive secure messaging via a tablet or third party device.
  - Ability to perform translation of foreign languages secure messages.
  - A mechanism to securely monitor and review secure messages before they are sent or received by the inmate.

Any amendment to the original contract agreement resulting from this solicitation will be subject to approval by the Office of the Attorney General and the Office of the State Comptroller.

## **END OF SECTION 8: CONTRACTUAL ISSUES**

## 9 Administrative Procedures

### 9.1 Communication with DOCCS

All inquiries concerning this RFP must be addressed in writing to the DOCCS' designated contact as specified in [Section 1.6](#). DOCCS' employees should not be contacted regarding this RFP except as authorized by the DOCCS' designated contact person identified in Section 1.6. Any unauthorized contact shall constitute grounds for disqualification and rejection of the bidder's proposal.

### 9.2 Procurement Rights

The state of New York reserves the rights for the following:

1. Reject any and all bids received in response to this Solicitation.
2. Withdraw the RFP at any time, at the agency's sole discretion.
3. Disqualify a bidder from receiving the award if the bidder, or anyone in the bidder's employ, has previously failed to perform satisfactorily in connections with public bidding or contracts.
4. Correct bidders' mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the bidder.
5. Adjust any bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said bidder will cause the state to incur additional costs.
6. Utilize any and all ideas submitted in the bids received.
7. Negotiate with bidders responding to this solicitation within the solicitation requirements to serve the best interests of the state.
8. Begin contract negotiations with another bidding contractor to serve the best interests of the state should DOCCS be unsuccessful negotiating a contract with the selected contractor within 21 days of the selection notification.
9. Waive any nonmaterial requirement not met by all bidders.
10. Not make an award under this solicitation.
11. Make an award under this solicitation in whole or in part.
12. Make multiple contract awards pursuant to the solicitation.
13. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the state.
14. Seek clarifications of bids.
15. If two or more offers are found to be substantially equivalent, the Commissioner of DOCCS, at his sole discretion, will determine award.

### 9.3 Proposal Format, Packaging, and Submission Instructions

Package the Technical, Cost, and Diversity Practices proposal components separately. All components should be clearly labeled with *RFP 2016-02*, the component name, and the bidder's name.

- Submit two (2) originals of the completed Technical Proposal, and ten (10) copies for a total of twelve (12) Technical Proposals including Appendix K, *Proposal Response Forms*, and required documents. The narrative responses must correspond with the relative sections/paragraphs of the RFP. An original signature should be applied to each original and copy. Include one electronic copy in PDF format of the technical proposal on an electronic medium.
- Submit two (2) original signed Cost Proposal Forms and attachments in a separate sealed and labeled envelope with the narrative responses for Section 7 and the documentation to substantiate financial stability.
- Submit two (2) original signed *Diversity Practices Questionnaires* with attached sheets in a separate sealed and labeled envelope.



- Submit proposals so that they will be in the possession of the DOCCS' contact person by 3:00 PM EDT on the day indicated in [Section 1.7](#). It is the sole responsibility of bidders to insure the proposals are received by the bid closing date and time.
- It shall be the responsibility of each bidder to see that its material is appropriately contained in some physical form that best guards against the loss of property in transit or in handling by DOCCS once received.
- Submit the proposal so that updated pages can be easily incorporated into the original.
- Place the official name of the firm submitting the proposal so that it appears on the outside front cover of each binder and/or envelope with the name of the designated contact person(s) as provided in [Section 1.6](#) of the RFP. Every copy of the proposal should have each major section separated with index tabs to identify the major sections of the proposal so that the proposal corresponds with the sections in the table of contents.
- Complete the forms in Appendix K, *Proposal Response Forms*, ensuring each box is checked to indicate that the bidder has read and agreed to the requirements in each of the sections of the RFP and has included the required supporting documentation with its proposals. The completed set of Response Forms shall be included in Technical Proposal component of the bidder's proposal with the narrative text the bidder deems relevant.
- Include all required substantiating documentation and responses as specified in the RFP and the Response Forms for Sections 2 through 7 of the proposal. The substantiating documentation and responses shall cross reference the associated paragraph number of the RFP. It is not necessary to repeat each paragraph text as it appears in the RFP, it is only necessary to ensure that the Proposal Response form is properly completed and the responses and required documentation are cross referenced to the appropriate RFP paragraph number.
- Identify all supporting documentation required in the RFP. DOCCS will not accept links to external websites in place of documentation. If the required documentation does not lend itself to being bound in the format specified, uniquely identify the documentation and reference it accordingly.
- This Request for Proposals is comprised of the RFP title page and *Notice to Bidders* page, the table of contents, the pages numbered sequentially in the footer ending with page number 58 and all of the Appendices and Attachments. If the bidder determines that a page(s) is missing or otherwise defective, the bidder should contact DOCCS immediately so that a corrected copy can be issued to the bidder. Bidders must ensure that all pages have been included in the RFP downloaded from the NYS Contract Reporter or DOCCS' Web site.
- Only those Bidders who furnish all required information will be considered.

Submit all required bid documents including signed bid addenda if any by the Proposal Due Date and time (Section 1.7), to the following address:

Proposal Submission for RFP2016-02  
NYS Department of Corrections & Community Supervision  
Division of Support Operations / Contract Procurement Unit  
Attention: Velma Berry  
550 Broadway  
Menands, NY 12204

**DOCCS will not consider emailed or faxed bid submissions.**



**COST PROPOSALS WILL NOT BE OPENED UNTIL THE TECHNICAL EVALUATION HAS BEEN COMPLETED.****9.3.1 Proposal Content**

Entire proposal:

1. Completed and signed *Application Cover Sheet* and *Individual, Corporation, Partnership, or LLC Acknowledgment* (within Attachment C). Return as cover sheet and second page for the Technical Proposal.
2. *Procurement Lobbying Certification* (within Attachment C).
3. Appendix K, *Proposal Response Forms*, and the Technical Response Narrative: two (2) originals, plus ten (10) copies, plus one electronic copy in PDF format on an electronic medium.
4. Appendix H, *Cost Proposal Form*: two (2) original signed *Cost Proposal Forms* with attachments, narratives for Section 7, and documentation to substantiate financial stability submitted in a separate sealed and labeled envelope.
5. Appendix M, *Diversity Practices Questionnaire*: two (2) original completed, signed, and notarized questionnaires. Follow the instructions on the questionnaire, complete the questions, include the attached sheets as instructed, and submit the completed questionnaires (plus documents) in a separate sealed and labeled envelope.

**9.3.2 Other legal documents (required but not subject to pass/fail disqualification):**

See Attachment C, *Bidders' Checklist and Required Documents*, due with the technical proposal or as a contingency for the tentative award:

- Online (or hard copy) *Vendor Responsibility Questionnaire* (Appendix E)
- M/WBE and EEO Required forms (Appendix C)
- *Encouraging Use of NYS Businesses in Contract Performance* (within Attachment C)
- Vendor Reference Form (Appendix F)
- Staff Qualification Form (Appendix G)
- *Non-Disclosure Agreement* (Appendix I)
- *Performance/Payment Bond* (Appendix L)
- Form A, *State Consultant Services – Contractor's Planned Employment* (within Attachment C)
- Form ST-220-CA (Section 8.4)
- Verification Workers' Compensation and NYS Disability Coverage (Section 8.10)

**9.3.3 Technical Proposal**

The Technical Proposal shall be defined as the bidder's narrative responses to the entire RFP as outlined in Appendix K, the completed and signed Appendix K, and all requested attachments and documentation. The Technical Response shall contain the following:

- A. The completed Proposal Response Forms (Appendix K) signed by the bidder's representative having the authority to commit the company to the obligations set forth in the proposal.
- B. Narrative responses to all requirements and issues in the RFP cross referenced to the sections and paragraph numbers in the RFP.
- C. Requested documentation.
- D. All forms included or cited in the RFP completed as required (Attachment C).

Read and follow the instructions for Appendix K before completing the form and the technical proposal narrative. Prepare the technical proposal narrative identifying the section/subsection and paragraph with which your responses correspond.

#### 9.3.4 Cost Proposal

The Cost Proposal shall be defined as the completed Cost Proposal Form (Appendix H) showing the costs for all Contract Services requested herein; responses cross referenced to the subsections and paragraphs in Section 7 of the RFP; and documentation to substantiate the bidder's financial stability (Section 7.4). The costs shall be considered all inclusive. The Cost Proposal Form is to be packaged in a **separate envelope** labeled as *RFP 2016-02 Cost Proposal Form*. Include the bidder's name on the envelope. In the event the bidder is disqualified during the technical evaluation phase, the Cost Proposals will not be considered. The Cost Proposal Form must be signed by the bidder's representative having the authority to commit the company to the obligations set forth in the proposal.

#### 9.3.5 Diversity Practices Questionnaire

Bidders must complete Appendix M, *Diversity Practices Questionnaire*, as described in this RFP herein. The bidders' responses will be evaluated using a separate predetermined rating scale. The resulting scores assigned for diversity practice will be worth up to 2% of the technical score. The Diversity Practices response is to be packaged in a **separate envelope** labeled as *RFP 2016-02 Diversity Practices Questionnaire*.

### 9.4 Proposal Evaluation

Bidders' proposals will be evaluated in an objective, comprehensive manner. The evaluation criteria will be applied uniformly and equally, ensuring that each qualified bidder has an opportunity to be fairly considered.

The process used to evaluate the proposals will proceed through the following phases:

#### 9.4.1 Mandatory Requirements (Pass/Fail)

The proposals will be reviewed to determine that the bidder has met **all** mandatory requirements. Failure to meet any mandatory requirement will disqualify the bidder from further consideration.

New York State will not be a test site for unproven technology. For all technology proposed, your references must include at least two sites where this technology has been in service as an integrated part of the inmate phone system for at least six (6) months. An onsite or real-time demonstration of the technology must be provided prior to finalization of the scoring for this procurement.

#### 9.4.2 Technical Evaluation (95 points)

The Technical Evaluation team will evaluate and rate the bidders' proposals using a rating scale and a predetermined scoring tool and award points for responses to the sections/subsections as indicated in the Appendix K. Responses to Appendix M, *Diversity Practices Questionnaire*, will be evaluated separately using a predetermined scale. The final Diversity Practices score for each bidder will be included in the Technical Evaluation score. Each bidder's technical proposal, as defined in Section 9.3.3, will be evaluated in three categories:

- A. Delivery of Services
- B. Telecommunication Capabilities
- C. Business Operations Capabilities

**9.4.3 Cost Evaluation (5 points)**

The Cost Evaluation will include the narrative response for Section 7.3 submitted with Appendix H, *Proposal Cost Form*, and the total requested Account Fees in Appendix H. The cost score will be calculated using a predetermined rating scale to evaluate responses to 7.3 and by assigning the highest possible score to the proposal with the lowest total account fees. All bidders' total account fees will be prorated by comparing it to the lowest total proposed account fees. Bidders should include the requested Financial Statements in Section 7.4 with their Cost Proposal submissions.

**9.4.4 Composite Scores**

If proposals satisfy the Mandatory Requirements (pass/fail), the points awarded for the Cost Evaluation and Technical Evaluation categories will be combined to arrive at a composite score. The proposals will then be ranked from highest to lowest score.

In accordance with State Finance Law §163(10)(a), when price and other factors are found to be substantially equivalent, the determination of the commissioner or agency head to award a contract to one or more of such bidders shall be final. The basis for determining the award shall be documented in the procurement record.

**9.4.5 Debriefings**

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to the final contract award, DOCCS shall, upon request, provide a debriefing which would be limited to review of the requesting bidder's proposal. After the final contract award, DOCCS shall, upon request, provide a debriefing to any bidder that responded to the RFP, regarding the reason that the bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty (30) days of contract approval as posted on the OSC website (web address below).

<http://www.openbooknewyork.com/>

**END OF SECTION 9: ADMINISTRATIVE PROCEDURES**

## **Appendix A Standard Clauses For New York State Contracts**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect

unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any

State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other

person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section Standard Clauses

312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental



agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Standard Clauses

Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall

timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/DOCCS/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the Standard Clauses

determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## **Appendix B    General Specifications**

## WARRANTIES

**a. Product Performance:** Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to DOCCS and the State of New York (hereinafter “Authorized User(s)” or State.

In addition, Contractor hereby warrants and represents that the Products acquired by the Authorized User under the terms and conditions of this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

Contractor further warrants and represents that Products, components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be free from defects in material and workmanship and will conform with all requirements of the Contract for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer (“Project warranty period”).

Unless recycled or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

**b. Title and Ownership:** Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs)

awarded by a court of competent jurisdiction arising from any breach of Contractor's warranties as set forth herein.

**c. Product Warranty for Deliverables:** During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Project warranty period for individual component(s), or for the system as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the system requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees (“extended warranty”).

Where Contractor, the Independent Software Vendor (ISV), or other third-party manufacturer markets any project deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third-party manufacturer's Product.

Where Contractor, ISV or other third-party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the Authorized User and pass through the manufacturer's standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third-party extended warranty after expiration of

the Project warranty and extended warranty period(s).

The Commissioner agrees that Contractor is not responsible for any modification of the Products made by an Authorized User without Contractor's approval.

**d. Replacement Parts Warranty:** If during the regular or extended warranty periods, parts or components break or fail to perform as intended, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period(s) shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Any Product or parts thereof replaced by the Contractor under the Contract warranty shall be replaced at no cost to the Authorized User and guaranteed for the greater of: a) the Warranty Period set forth under paragraph (a) above; or b) if a separate warranty for that Product or parts thereof is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

**e. Virus Warranty:** The Contractor represents and warrants that any Licensed Software acquired by the Authorized User does not contain any known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

**f. Date/Time Warranty:** Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services,

iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract as long as the Product is used by the governmental entity, or its successor, for whom the Product was originally purchased." Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

**g. Workmanship Warranty:** Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with industry standards. The Authorized User must notify Contractor of any services warranty deficiencies within ninety calendar days from performance of the services that gave rise to the warranty claim.

**h. Miscellaneous:** The Authorized User shall promptly notify the Contractor and the

Commissioner in writing of any claim of breach of any warranty provided herein.

The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

**INDEMNIFICATION** Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its

agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder solely due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

The State shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

### **INDEMNIFICATION RELATING TO THIRD PARTY RIGHTS**

The Contractor will also

defend, indemnify and hold the Authorized Users harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs in any action for infringement of a patent, copyright, trademark, trade secret or other proprietary right provided: a) such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval, or by reason of an off-the-shelf component; and b) Authorized User gives Contractor prompt written notice of any such action, claim suit or threat of suit alleging infringement.

At Authorized User's option, Contractor may be given the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and to provide assistance in the defense of any such action, claim or suit at the expense of Contractor.

Such indemnity shall only be applicable in the event of claims, judgments, liabilities and/or costs that may be finally assessed against Authorized User in any action for infringement of a patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims, judgments, liabilities and/or costs arise solely from the Authorized Users negligent act, failure to act, gross negligence or willful misconduct.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue Usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that the Authorized User

is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and seek to secure a continuance to permit the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Authorized User may have. This constitutes the Authorized User's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

**LIMITATION OF LIABILITY** Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Third Party Rights clause, the limit of liability shall be as follows:

**a.** Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products and services, or parts thereof forming the basis of the Authorized User's claim (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) five hundred thousand dollars (\$500,000), whichever is greater.

**b.** The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

**c.** Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

## **Appendix C    M/WBE Forms and Information**



## **NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**

### **New York State Law**

Pursuant to New York State Executive Law Article 15-A, the Department of Corrections and Community Supervision (DOCCS) recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of DOCCS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in State procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing, and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprise program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOCCS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises (“M/WBE”) and the employment of minority group members and women in the performance of New York State contracts.

### **Business Participation Opportunities for M/WBE’s**

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 30% for M/WBE participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBE’s and WBE’s). A contractor on the subject contract must document “Good Faith Efforts” to provide meaningful participation by M/WBE’s as subcontractors or suppliers in the performance of the contract and contractor agrees that DOCCS may withhold payment pending receipt of the required M/WBE documentation. The directory of New York State Certified M/WBE’s can be viewed at: <http://www.esd.ny.gov/mwbe.html> . For guidance on how DOCCS will determine a contractor’s “Good Faith Efforts”, refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the contract, such finding constitutes a breach of contract and DOCCS may withhold payment from the contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to M/WBE’s had the contractor achieved the contractual M/WBE goals; and (2) all sums actually paid to M/WBE’s for work performed or materials supplied under the contract.

## APPENDIX C

By submitting a bid or proposal, a bidder on the contract agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit an M/WBE Utilization Plan (Form M/WBE 100) with their bid or proposal. The utilization plan shall list the M/WBE's the contractor intends to use to perform the State contract and a description of the contract scope of work that the contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract that the contractor intends to be performed by a NYS certified minority or woman-owned business. Any modifications or changes to the agreed participation by NYS certified M/WBE's set forth in the utilization plan submitted with the bid or proposal, after the contract award and during the term of the contract, must be reported on a revised M/WBE utilization plan submitted to DOCCS.
- B. DOCCS contracting unit will review the submitted M/WBE utilization plan and advise the bidder of their acceptance or issue a notice of deficiency within 20 days of receipt.
- C. If a notice of deficiency is issued, bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the contracting unit, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the bidder and direct the bidder to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on a M/WBE Request Form Waiver (Form M/WBE 102). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. DOCCS may disqualify a bidder as being non-responsive under the following circumstances:
  - a. If a bidder fails to submit an M/WBE Utilization Plan,
  - b. If a bidder fails to submit a written remedy to a notice of deficiency,
  - c. If a bidder fails to submit a request for waiver, or
  - d. If DOCCS determines that the bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its M/WBE Utilization Plan, during the performance of the contract. Requests for a partial or total waiver of established goal requirements made subsequent to contract award may be made at any time during the term of the contract to DOCCS, but must be made no later than prior to the submission of a request for final payment on the contract.

Contractors are required to submit an M/WBE Quarterly Compliance and Sub-Contractor Payment Report on Form M/WBE 101 to the contracting unit by the 15<sup>th</sup> day following each end of quarter over the term of the contract documenting the progress made toward achievement of the M/WBE goals of the contract.

### **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the bidder/contractor agrees with all of the terms and conditions of Appendix A including Clause 12 – Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition,

## APPENDIX C

replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the work is for the beneficial use of the contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (1) work, goods, or services unrelated to the contract; or (2) employment outside of New York State.

Bidder further agrees, where applicable, to submit with the bid a Staffing Plan (Form EEO 100) identifying the anticipated work force to be utilized on the contract and if awarded a contract, will, upon request, submit to the DOCCS an EEO Workforce Quarterly Compliance Report (Form EEO 101) identifying the workforce actually being utilized on the contract.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility, and/or a breach of the contract, leading to the withholding of funds, suspension or termination of the contract or such other actions or enforcement proceedings as allowed by the contract.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES  
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the \_\_\_\_\_ (title) of \_\_\_\_\_ (Contractor)  
agree that \_\_\_\_\_ (Contractor) has adopted the following policies with respect to  
Contract Number \_\_\_\_\_.

**M/WBE**

Contractor will make good faith efforts to achieve the M/WBE contract participation goals set by DOCCS for that area in which the State-funded project is located, by taking the following steps:

- A. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- B. Request a list of State-certified M/WBEs from DOCCS and solicit bids from them directly.
- C. Ensure that plans, specifications, request for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- D. Where feasible, divide the work into smaller portions to enhance participations by M/WBEs. Encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- E. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its Subcontractors have taken toward meeting M/WBE contract participation goals.
- F. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

- A. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- B. This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- E. This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the State contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ is designated as the Minority Business  
(Name of Designated Liaison)

Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

No less than 30% Minority and Women-Owned Business Enterprise Participation.

\_\_\_\_\_ % Minority-Owned Business Enterprise Participation

\_\_\_\_\_ % Women-Owned Business Enterprise Participation

**EEO Contract Goals**

\_\_\_\_\_ % Minority Labor Force Participation

\_\_\_\_\_ % Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix D    Sample Contract**



## **AGREEMENT**

This AGREEMENT made this 1 day of Month 2016 between the NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION (hereinafter referred to as "DOCCS"), with its principal office located at The Harriman State Campus, 1220 Washington Avenue, Albany, New York 12226 and Legal Name of Contractor (hereinafter "CONTRACTOR"), with its principal office located at address of the Contractor's Corporate Headquarters and

WHEREAS, pursuant to New York Correction Law § 112(1), the Commissioner of DOCCS is given the authority to contract with private entities for the performance of such functions deemed necessary or desirable to promote the efficient operation of DOCCS, as well as the fulfillment of all lawful responsibilities of DOCCS; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT.

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

### **I. TERM**

- A. When signed by the parties, this AGREEMENT shall commence on Month 1, 2016, and be in effect through Month 30, 2021 ("Term") unless terminated earlier pursuant to its terms.

### **II. AMENDMENTS**

- A. This AGREEMENT may be amended only upon the mutual written agreement of the parties.

- B. To modify the AGREEMENT within an existing Term or Renewal Term, the parties shall draft an Amendment to the Agreement.

### III. **TERMINATION**

- A. Event of default: The contract may be terminated in the event of breach of any of its provisions by the Contractor, or if the Contractor's Services are deemed unsatisfactory in DOCCS's sole discretion, due to Contractor's fault or negligence, or that of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates. In such event, DOCCS will send a written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, DOCCS may terminate this contract immediately upon written notice.
- B. Deficient Certifications: If the awarded contract has a value greater than \$15,000, DOCCS shall have the right to terminate in the event the State Finance Law sections 139-j and 139-k certifications executed by the Contractor are found to be false or incomplete. If the contract has a value of greater than \$100,000 and Contractor's sales for the immediately preceding four quarters were greater than \$300,000, or if the contract has a value of \$125,000 or greater, DOCCS shall have the right to terminate in the event the Contractor's Department of Taxation and Finance Contractor Certification form, ST 220-CA, statements are found to be false or incomplete.
- C. Lack of Funds: If for any reason the State of New York terminates or reduces its appropriations to DOCCS, the awarded contract may be terminated or reduced at DOCCS's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the DOCCS for payment of such costs. In any event, no liability shall be incurred by the State (including DOCCS) beyond monies available for the purposes of the awarded contract.
- D. DOCCS may terminate the awarded contract, upon written notice, in the event of any of the following: (i) Contractor makes an assignment for the benefit of creditors; (ii) a



petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of Contractor's property is levied upon or sold in any judicial proceeding.

- E. Convenience of DOCCS: The contract may be terminated at any time upon receipt of thirty (30) days prior written notice given by DOCCS for whatever reason.
- F. DOCCS reserves the right to terminate immediately for cause.
- G. This AGREEMENT may be terminated at any time upon mutual written consent of DOCCS and the CONTRACTOR.
- H. In the event of the termination of this AGREEMENT by either party, DOCCS shall be liable for the actual and necessary expenses for services provided by CONTRACTOR up to and including the effective date of termination.

#### **IV. CONTRACTOR RESPONSIBILITY**

- A. The CONTRACTOR shall, at all times during the AGREEMENT term remain responsible. The CONTRACTOR agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. The Commissioner of DOCCS or his designee, in his sole discretion, reserves the right to suspend any or all activities under this AGREEMENT, at any time, when he discovers information that calls into question the responsibility of the CONTRACTOR. In the event of such suspension, the CONTRACTOR will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the

CONTRACTOR must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DOCCS or his designee issues a written notice authorizing a resumption of performance under the Contract.

- C. Upon written notice to the CONTRACTOR, and a reasonable opportunity to be heard with appropriate DOCCS officials or staff, the AGREEMENT may be terminated by the Commissioner of DOCCS or his designee at the CONTRACTOR'S expense where the CONTRACTOR is determined by the DOCCS Commissioner or his designee to be non-responsible. In such event, the Commissioner or his designee may complete the contractual requirements in any manner he may deem advisable and pursue available legal or equitable remedies for breach.

## **V. REQUEST FOR PROPOSALS**

- A. After a recent Request for Proposals (RFP) for an Inmate Telephone System, DOCCS has determined that the CONTRACTOR is the successful bidder resulting in the best value for the state and the CONTRACTOR is willing and able to provide the services required.

## **VI. SCOPE OF SERVICES**

- A. Pursuant to this AGREEMENT, CONTRACTOR shall provide an inmate telephone system in accordance with DOCCS' Request for Proposals (hereinafter "RFP") 2016-02, a true copy of which is annexed hereto and made a part hereof as Appendix B; and the CONTRACTOR'S proposal for said RFP, a true copy of which is annexed hereto and made part of as Appendix C.

- C. It is expressly understood and agreed by CONTRACTOR that any and all services and products specified in this AGREEMENT shall be provided only at the direction of DOCCS.

## **VII. COMPENSATION**

A. All compensation that will be paid to the CONTRACTOR is set forth in Appendix D, which is attached hereto and made a part of hereof. Appendix D consists of the CONTRACTOR'S Cost Proposal submitted in response to RFP 2016-02.

B. The selected Contractor will bill DOCCS twice each year during the term of the resulting contract. The first bill/invoice will be for the period beginning July 1, 2016, through December 31, 2016, and the second bill/invoice will be for the period beginning January 1, 2017, through June 30, 2017. The billing for subsequent years will be for July through December and January through June.

C. The selected CONTRACTOR shall provide complete and accurate billing invoices to DOCCS in order to receive payment. Billing invoices submitted to DOCCS must contain all information and supporting documentation required by the Contract, DOCCS, and OSC. Payment for invoices submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the DOCCS' Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epundit@osc.state.ny.us](mailto:epundit@osc.state.ny.us) or by telephone at (518) 474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoices submitted under the resulting Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

## **VIII. CONFIDENTIALITY**

A. CONTRACTOR acknowledges that any and all information, records, files, documents or reports contained in any media format (e.g. print, electronic) provided to CONTRACTOR by the DOCCS or otherwise encountered by CONTRACTOR in the

provision of services pursuant to this AGREEMENT shall be considered extremely confidential and shall be handled accordingly at all times. Neither CONTRACTOR nor any of its employees, servants, subcontractors, agents or volunteers shall at any time be permitted to utilize any such confidential information for any purpose outside the scope of this AGREEMENT without the express prior written authorization of DOCCS. CONTRACTOR shall educate, monitor and be responsible for its employees, servants, subcontractors, agents and volunteers providing services for CONTRACTOR pursuant to this AGREEMENT concerning these confidentiality requirements. Any breach of the confidentiality requirements set forth in this Section or in Appendix B by CONTRACTOR or by any of its employees, servants, subcontractors, agents or volunteers may result in the immediate termination of this AGREEMENT by the DOCCS and may subject the CONTRACTOR to further penalties. Annexed hereto as Appendix E is a copy of the Non-Disclosure Agreement.

#### **IX. INDEPENDENT CONTRACTOR**

A. It is expressly understood and agreed that CONTRACTOR'S status hereunder is that of an independent contractor and that no official, employee, servant, subcontractor, agent or volunteer of CONTRACTOR is an employee of the DOCCS or the State of New York. CONTRACTOR is solely responsible for the work, compensation, benefits and personal conduct of all such persons assigned to the provision of services pursuant to this AGREEMENT. Nothing contained in this Section or in any other provision of this AGREEMENT shall be construed to impose any liability or duty to the DOCCS or the State of New York to persons, firms, consultants or corporations employed or engaged or otherwise utilized by the CONTRACTOR, either directly or indirectly, in any capacity whatsoever, nor shall the DOCCS or the State of New York be liable for any acts, omissions, obligations and taxes of any nature, including unemployment insurance and worker's compensation, of CONTRACTOR or any of its officials, employees, servants, subcontractors, agents or volunteers.

#### **X. ASSIGNMENT**

A. The rights and obligations of CONTRACTOR under this AGREEMENT may not be assigned, conveyed, transferred, or subcontracted by CONTRACTOR without prior written authorization of the DOCCS as set forth in Appendix A.

## **XI. NOTICES**

A. All notices made pursuant to this AGREEMENT shall be in writing and shall be delivered to the addresses set forth below or to such addresses as the parties may from time to time provide to each other. Said notices should be served via registered mail or personally.

Notification to DOCCS:

NYS DOCCS  
Contract Procurement Unit  
The Harriman State Campus  
1220 Washington Avenue  
Albany, New York 12226

Notification to CONTRACTOR:

Contractor Name  
President – Government Division  
Street Address  
City, State 40223

or any other address as may be hereinafter designated by written notice. No notice shall be effective until received by the addressee. Communications concerning the daily functions and operation of the scope of services are not to be considered as notices. Thus, such communications may be done via telephone, e-mail, fax, United States Postal Service or other means.

## **XII. MISCELLANEOUS PROVISIONS**

a. Entire Agreement: This AGREEMENT, including the face page and all its appendices, constitutes the entire AGREEMENT between the parties and supersedes all other communications between the parties relating to the subject matter herein.

b. Appendix A: DOCCS Appendix A (Standard Clauses as required by the Attorney General for all State contracts) is attached hereto and made a part hereof.

c. Order of Precedence: In the event of any conflict between the terms of this AGREEMENT and the terms of its Appendices, the following order of precedence shall apply:

1. Appendix A;
2. AGREEMENT;
3. Appendix B;
4. Appendix C;
5. Appendix D;
6. Appendix E; and
7. Appendix F.

d. Controlling Statutes: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of New York.

e. Unenforceability: If any part of this AGREEMENT is found to be unenforceable for any reason, that part shall be deemed deleted and all other terms, conditions, and provisions of this AGREEMENT shall remain in full force and effect.

f. Captions: The captions contained in this AGREEMENT are intended for convenience and reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this AGREEMENT, or any provision thereof, or in any way affect this AGREEMENT.

g. Defense and Indemnification: The contractor shall provide for the complete defense of the State, the Department, its officials, employees, and agents and for their complete indemnification from judgments, settlements, or losses that result from actions, claims, or proceedings, both judicial and administrative, that arise out of the contractor's performance of this contract. The contractor's duty to indemnify shall not be lessened by its utilization of subcontractors and shall cover direct, indirect, special and consequential damages.

- h. Force Majeure: Neither party shall be liable for losses, defaults, or damages, under this AGREEMENT which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this AGREEMENT, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, typhoons, civil strife, fire or any cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
- i. Non-sectarian: CONTRACTOR is a non-sectarian organization and does not have as one of its purposes the advancement of any religion.
- j. Strict Adherence: The failure of DOCCS to insist upon strict adherence to any provision, fiscal obligation, reporting or other requirement of this AGREEMENT shall not be considered to constitute a waiver or constructive modification to deprive DOCCS of the right to insist upon strict adherence to the terms of this AGREEMENT in the future.
- k. M/WBE: By signing said AGREEMENT, CONTRACTOR agrees to comply with all requirements of Minority and Women Business Enterprise Laws, Regulations and Rules (M/WBE) Annexed hereto as Appendix F is a copy of the M/WBE policy.

## **Appendix E   Vendor Responsibility Information**



## Vendor Responsibility

### 1. General Responsibility

The CONTRACTOR shall at all times during the Contract term remain responsible. The CONTRACTOR agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

### 2. Suspension of Work for Non-Responsibility

DOCCS' Commissioner or his designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the CONTRACTOR. In the event of such suspension, the CONTRACTOR will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the CONTRACTOR must comply with the terms of the suspension order. Contract activity may resume at such time as the DOCCS' Commissioner or his designee issues a written notice authorizing a resumption of performance under the Contract.

### 3. Termination for Non-Responsibility

Upon written notice to the CONTRACTOR, and a reasonable opportunity to be heard with appropriate DOCCS officials or staff, the Contract may be terminated by the DOCCS' Commissioner or his designee at the CONTRACTOR'S expense where the CONTRACTOR is determined by the DOCCS Commissioner or his designee to be non-responsible. In such event, the DOCCS' Commissioner or his designee may complete the contractual requirements in any manner he may deem advisable and pursue available legal or equitable remedies for breach.

### 4. Vendor Responsibility Questionnaire

DOCCS recommends that vendors file the required *Vendor Responsibility Questionnaire* online using the New York State VendRep System. To enroll in and use the NYS VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <portal.osc.state.ny.us/Enrollment>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's (OSC) Help Desk at 866 370-4672 or 518 408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep Web site, [www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm), or the OSC Help Desk for a copy of the paper form.

5. The Contractor must remain a responsible vendor throughout the duration of the contract and, if at any time the Contractor is found to be not responsible or there is a question as to the vendor's responsibility, any activities pursuant to the contract may be suspended. Finally, the contract may be terminated following a finding of non-responsibility.

To assist the State in determining the responsibility of the bidder, the bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date.

A Bidder's Questionnaire cannot be viewed by DOCCS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements

## **Vendor Responsibility**

of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is found by the State that the bidder's responses to the questionnaire were intentionally false or intentionally incomplete, on such finding, DOCCS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

## **Appendix F   Vendor Reference Form**

## Vendor Reference Form

**Complete a separate set of forms for the prime contractor and for each proposed subcontractor. Bidders and subcontractors should inform references in advance that DOCCS will be contacting them regarding the reference.**

Prime Contractor Name:

Subcontractor Name (if applicable):

**Complete a separate form for each of three (3) references**

### Reference Information

---

Reference organization name:

Address:

City:

State, zip code:

Contact person:

Name:

Title/position:

Phone number:

Email:

Services/systems bidder provided:

Initial Installation date:

System currently installed (model/release; indicate if same as proposed to DOCCS)

Number of locations/facilities:

Number phones:

Number inmates served:

Number of users:

Number of called party accounts:

## Vendor Reference Form

### Percentage of billings by type:

Collect:

Pre-paid:

International:

### Performance statistics for past **12 months**:

System availability:

Network availability:

Mean time to repair (MTTR) premise equipment:

Number of system problems reported:

Mean time to resolve by priority level

Priority 1:

Priority 2:

Priority 3:

### Customer service performance for the last **12 months**:

Average hold time:

Per cent of hang ups/dropped calls:

Number of complaints:

Mean resolution time:

### Inmate calls performance for the last **12 months**

Availability:

Percent of drops and disconnects:

Number of complaints:

## **Appendix G Staff Qualification Form**

---

***Complete a separate form for each proposed staff person and attach full résumé.***

Vendor Name:

Name of Proposed Staff:

Position and Title:

Name of Firm:

Telephone Number:

Role in This Contract:

Years of Experience - Total:

Years of Experience - With Current Firm:

Education (Degree(s) and Specialization):

## References

***Complete a separate form for each of three (3) references***

Relevant Project:

Relevancy to DOCCS Requirements:

Reference Organization Name:

Address:

City, State, Zip Code:

Contact Name:

Title/Position:

Phone Number:

Email:

Specific Role:

Dates of relevant experience:

Brief Description (Brief scope, size, cost etc.):



## **Appendix H Cost Proposal Form**

Prime Contractor Name: \_\_\_\_\_

Subcontractor Name(s) if applicable: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**Instructions:** Complete the Cost Proposal Form showing the costs for the Contract Services requested. The costs shall be considered to be inclusive of all travel, overhead, profit, and administrative expenses. The cost proposal form shall be submitted in a separate self-addressed stamped envelope in the event the Bidder is disqualified and the Cost Proposal is unopened and returned.

Vendor shall provide rates based on three decimal places (e.g. \$0.000). Rates shall apply only from the called party's acceptance of a call until the call is terminated rounded to the **nearest** whole minute (calls lasting up to and including 29 seconds over a whole minute shall be rounded down, calls greater than or equal to 30 seconds over a whole minute shall be rounded up.) There shall be no charge for the time for prompts, rate information or other functions. There shall be no additional charges or fees added to the cost of a call.

**Domestic Rate:** The rate proposed and charged by the vendor shall be a single, per-minute rate inclusive of all fees, taxes, connect charges or other costs for all calls within the United States, its territories and protectorates, and Canada. **Call rates may not exceed \$0.050.**

| Domestic per Minute Rate | Total Cost per Minute<br>(including taxes, fees, & surcharges) |
|--------------------------|--|
|                          |  |

#### International Rates:

The vendor shall propose a rate structure for international calls detailing rates by country. The rates for international calls shall be single, per-minute rates by country inclusive of all fees, taxes, connect charges or other costs. DOCCS reserves the right to implement any alternative international calling services and does not guarantee minimum international calling volume. Any location not within the area defined as covered by the domestic rate as detailed above shall be treated as international.

| Country | Total Cost per Minute<br>(including taxes, fees, & surcharges) |
|---------|--|
|         |  |
|         |  |
|         |  |
|         |  |
|         |  |

**Account Holder Fees:**

Itemize any fees below that may be incurred by account holders throughout the entire use and closure of the account:

| Account Fees  | Amount Charged<br>Account Holders |
|---|-----------------------------------|
| Example: <i>Automated payment fees</i> <sup>1</sup> | \$3.00                            |
|   |                                   |
|   |                                   |
|   |                                   |
| Total of all fees:                                  |                                   |

**Federal and State Surcharges and Taxes:**

Identify all federal and state surcharges and taxes that will be applied to the proposed rates for direct-billed and prepaid calls (**do not include amount of tax or surcharge**):

| Taxes and Surcharges |
|----------------------|
|                      |
|                      |
|                      |
|                      |
|                      |

---

<sup>1</sup> Automated payments include payments by interactive voice response (IVR).

## **Appendix I    Non-Disclosure Agreement**

**NEW YORK STATE  
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the New York State Department of Corrections and Community Supervision (hereinafter "DOCCS"), located at The Harriman State Campus, 1220 Washington Avenue, Albany, New York 12226 and \_\_\_\_\_ (hereinafter "Recipient") located at \_\_\_\_\_.

The DOCCS is a law enforcement agency that is responsible for the confinement of inmates and supervises parolees in New York State. DOCCS possesses information relating to inmates and/or parolees that is confidential and is maintained for public safety and welfare.

NOW THEREFORE, in consideration for the mutual undertakings of the DOCCS and the Recipient under this Agreement, the parties agree as follows:

1. Confidential Information

The Recipient acknowledges that during the course of the engagement at DOCCS, there may be confidential information disclosed to them including, but not limited to:

Technical information: methods, processes, formulae, systems, techniques, computer programs, research projects, plans, drawings, blueprints, and design specifications

Business information: vendor lists, customer lists, constituent lists, financial data, statistical data, strategic plans, offender/releasee case files and the contents thereof, photographs, laboratory reports, charts, studies, NYSID/DIN Numbers, employee information/personnel files, all information concerning employment applicants, information relating to any victim/family of a victim and/or correspondence, social security numbers, dates of birth, drug and alcohol tests and treatment information, health and/or mental health information including but not limited to, all records subject to the laws, rules, and regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), rap sheets, photos and fingerprint data, documents/data not created by DOCCS, legal documents, correspondence, and litigation files, DOCCS policies, procedures and manuals, equipment used by DOCCS, or information regarding DOCCS's business dealings and relations with other parties.

2. Confidentiality

No Use. Recipient agrees not to use the Confidential Information in any way, except for the purpose of the projects or assignments they are performing for DOCCS.

No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipient's authorized use of the Confidential Information. This includes employees and consultants that may not

be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written DOCCS consent. In the circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that all of its current and future staff who may be involved in the relationship with DOCCS have been and will be instructed in the requirements of this agreement.

Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons. Such steps shall include keeping Confidential Information stored in a locked office/facility where only authorized personnel would have access.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation to respect such information where the information:
  - a. was known to Recipient prior to receiving any of the Confidential Information from DOCCS;
  - b. has become publicly known through no wrongful act of Recipient;
  - c. was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
  - d. was independently developed by the Recipient without the use of the Confidential Information; or
  - e. was ordered to be publicly released by the requirement of a government agency or judicial proceeding.
4. Maintenance, Return, and Destruction of the DOCCS Confidential Material. Upon the DOCCS's direction, Recipient will return any Confidential Information whether electronic, paper, or other media within 48 hours of agreement termination. Returned electronic information to DOCCS must be decrypted. Copies whether electronic, paper, or other media within 48 hours of agreement termination, will be destroyed by methodology chosen by DOCCS.
5. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of DOCCS, and that DOCCS may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information. All products, whether physical or intellectual, produced in this relationship are DOCCS property and the Recipient has no rights to claim, distribute, or market such product or related DOCCS information without prior written consent from DOCCS Management, except to the degree that a valid contract between Recipient and DOCCS explicitly grants such rights. Recipient will comply with all DOCCS security policies, procedures and standards and follow best industry accepted security practices.
6. Term and Termination. This Agreement may be terminated by mutual consent. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) DOCCS, its successors, and assigns; and (b) Recipient, its successors and assigns.
8. Jurisdiction and Venue: The laws of the State of New York shall govern this Agreement. If federal jurisdiction exists, we consent to exclusive jurisdiction and venue in the federal courts in Northern District of New York. If not, we each consent to the exclusive jurisdiction and venue in the Supreme Court of Albany County, New York.
9. Miscellaneous.
- 9.1 In the event that a portion of this Agreement is found to be unenforceable, the remainder of the Agreement shall stay in effect.
- 9.2 Any delay or failure of either of us to exercise a right to remedy will not result in a waiver of that, or any other right or remedy.
- 9.3 Each of us acknowledges that money damages may not be sufficient compensation for a breach of this Agreement. DOCCS reserves the right to receive an injunction from an appropriate New York State Court if the Agreement is breached.
- 9.4 In any dispute relating to this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs.
- 9.5 This agreement does not grant any implied intellectual property license to confidential information, except as stated above.
- 9.1 Confidential information must be encrypted in transit or at rest. Encryption methods must comply with New York State Office of Information Technology Services policy. See link: <http://www.its.ny.gov/>.
- 9.2 Penalty for non-compliance. Violation of this agreement could involve penalties, up to and including, relationship termination, and civil and criminal prosecution in accordance to all applicable laws.

**RECIPIENT:** ( \_\_\_\_\_ )

Name (please  
print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**

Name

(please print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Appendix J Notice of Intent to Bid & Pre-Registration for  
Mandatory Pre-Bid Conference**



## Notice of Intent to Bid & Pre-Registration for Mandatory Pre-Bid Conference

|  |   |
|--|---|
| REQUEST FOR PROPOSALS NUMBER:<br>RFP 2016-03 | RFP TITLE: <b>Inmate Telephone System</b> |
|--|---|

**IF YOU INTEND TO SUBMIT A PROPOSAL**, you should do the following:

- Complete Sections 2 and 3 of this form.
- Email the completed form to DOCCS at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov) (enter *Notice of Intent to Bid—RFP 2016-03* in the subject line of the email).

**IF YOU ARE NOT SUBMITTING A PROPOSAL**, you should do the following:

- Complete Sections 1 and 3 of this form.
- Return the completed form to DOCCS by email at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov).
- Please indicate your reason for not submitting a proposal.

### Section 1

- ☐ We do not provide the requested service/technology/commodity. Please remove our firm from your mailing list.
- ☐ We cannot submit a bid at this time because \_\_\_\_\_
- ☐ Please retain our firm on this list.

### Section 2

- ☐ We intend to submit a response to this Request for Proposals

List the individuals (4 maximum) who will attend the mandatory pre-bid conference.

**Pre-registration is required for attendance.**

| Attendee Name | Company | Phone number |
|---------------|---------|--------------|
| 1             |         |              |
| 2             |         |              |
| 3             |         |              |
| 4             |         |              |

### Section 3: Designated Contact Person

Name of Firm: \_\_\_\_\_

Fed ID. NO.: \_\_\_\_\_ Vendor ID \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix K      Proposal Response Forms**

Submit the completed Appendix K with the Technical Proposal.

**Instructions:**

1. **Read & Agree column:** Respond to each itemized section and subsection by indicating that you have read the information in the RFP and that you agree with the requirement by marking the box.
2. **Supporting Document(s) Required column:** If the section and/or subsection requires supporting documentation, a Y will appear in this column. Include the requested documents.
3. **Addressed in Proposal and/or Documents Included:** Mark the box in this column to indicate that you have addressed the section/subsection and/or have included the requested documents in your proposal.
4. **Points Awarded:** Bidders will be scored on all items for which a Y appears in this column.
5. **Complete and sign the following certification.**

The undersigned certifies that he/she

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the RFP and the instructions on the previous page;
- has supplied full and complete responses for every item listed on pages 2 – 7 of Appendix K *Proposal Response Form*;
- confirms, to the best of his/her knowledge, information, and belief, that the Business Entity's responses are true, accurate and complete, including all attachments; and
- understands that New York State will rely on information disclosed in this proposal when entering into a contract with the Business Entity.

Signature of Owner/Officer: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIPcode: \_\_\_\_\_

Date: \_\_\_\_\_

| Section          | Title  | Read & Agreed            | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|------------------|--|--------------------------|---------------------------------|---|----------------|
| <b>Section 1</b> |  |                          |                                 |   |                |
| <b>1</b>         | INTRODUCTION                                       |                          |                                 |   |                |
| <b>1.1</b>       | DOCCS MISSION STATEMENT                            |                          |                                 |   |                |
| <b>1.2</b>       | BACKGROUND   |                          |                                 |   |                |
| <b>1.3</b>       | OVERVIEW OF EXISTING INMATE TELEPHONE SYSTEM (ITS) |                          |                                 |   |                |
| <b>1.4</b>       | PURPOSE  |                          |                                 |   |                |
| <b>1.5</b>       | ISSUING AGENCY                                     |                          |                                 |   |                |
| <b>1.6</b>       | DESIGNATED CONTACTS                                |                          |                                 |   |                |
| <b>1.7</b>       | SCHEDULE OF EVENTS                                 |                          |                                 |   |                |
| <b>Section 2</b> |  |                          |                                 |   |                |
| <b>2</b>         | BIDDER INFORMATION                                 |                          |                                 |   |                |
| <b>2.1</b>       | TERM OF AGREEMENT                                  | <input type="checkbox"/> |                                 |   |                |
| <b>2.2</b>       | COMPLETENESS OF PROPOSAL                           | <input type="checkbox"/> |                                 |   |                |
| <b>2.3</b>       | MODIFICATION OF BIDS                               | <input type="checkbox"/> |                                 |   |                |
| <b>2.4</b>       | WITHDRAWAL OF BIDS                                 | <input type="checkbox"/> |                                 |   |                |
| <b>2.5</b>       | INCURRING COSTS                                    | <input type="checkbox"/> |                                 |   |                |
| <b>2.6</b>       | MANDATORY PRE-BID CONFERENCE                       | <input type="checkbox"/> | Y <sup>2</sup>                  | <input type="checkbox"/>                          |                |
| <b>2.7</b>       | PRIME CONTRACTOR RESPONSIBILITY                    | <input type="checkbox"/> | Y <sup>3</sup>                  | <input type="checkbox"/>                          |                |
| <b>2.8</b>       | BEST VALUE   | <input type="checkbox"/> |                                 |   |                |

<sup>2</sup> Appendix J *Notice of Intent to Bid*

<sup>3</sup> If subcontractors are used, they must be fully disclosed in the same manner as required of the prime contractor.

| Section          | Title                        | Read & Agreed            | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|------------------|------------------------------|--------------------------|---------------------------------|---|----------------|
| 2.9              | TERMS/DEFINITIONS            | <input type="checkbox"/> |                                 |   |                |
| 2.10             | NYS AND DOCCS POLICIES       | <input type="checkbox"/> |                                 |   |                |
| <b>Section 3</b> |                              |                          |                                 |   |                |
| 3                | SCOPE OF SERVICES            | <input type="checkbox"/> |                                 |   |                |
| 3.1              | SYSTEMS ARCHITECTURE         | <input type="checkbox"/> |                                 |   |                |
| 3.1.1            | Proposed Deployment Model    | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.2            | Scalability                  | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.3            | Network Services             | <input type="checkbox"/> |                                 |   |                |
| 3.1.4            | System Trunking              | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.5            | Call Quality                 | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.6            | Continuity of Services       | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.6.1          | Backup                       | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.6.2          | Uninterruptible Power        | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.7            | Single Clock Source          | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.8            | Recording and Monitoring     | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.8.1          | Investigative Support        | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.8.2          | Simultaneous Access          | <input type="checkbox"/> |                                 |   |                |
| 3.1.8.3          | Storage                      | <input type="checkbox"/> |                                 |   |                |
| 3.1.8.4          | Chain of Evidence            | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.8.5          | Retrieval                    | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.8.6          | Equipment and Network Access | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.8.7          | Access to Recordings         | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.1.8.8          | Call Monitoring suppression  | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.2              | SYSTEMS MANAGEMENT           | <input type="checkbox"/> |                                 |   |                |
| 3.2.1            | Fault Management             | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |



| Section | Title                                 | Read & Agreed            | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|---------|---------------------------------------|--------------------------|---------------------------------|---|----------------|
| 3.2.2   | Configuration Management              | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.2.2.1 | Provisioning and Active Directory     | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.2.3   | Accounting Management                 | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.2.3.1 | Third Party Auditing                  | <input type="checkbox"/> |                                 |   |                |
| 3.2.3.2 | Call Detail Records (CDR)             | <input type="checkbox"/> |                                 |   |                |
| 3.2.4   | Performance Management                | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.3     | MANDATORY FUNCTIONS                   | <input type="checkbox"/> |                                 |   |                |
| 3.3.1   | Alert Groups                          | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          | Y              |
| 3.3.2   | Pre-recorded Names                    | <input type="checkbox"/> |                                 |   |                |
| 3.3.3   | Access to Rape Crisis Programs        | <input type="checkbox"/> |                                 |   |                |
| 3.3.4   | Access to Toll-Free Assistance Lines  | <input type="checkbox"/> |                                 |   |                |
| 3.3.5   | Announcements                         | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          | Y              |
| 3.3.6   | Automatic Number Identification       | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.3.7   | Billing Name and Address Lookup       | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.3.8   | Class of Restriction (COR)            | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.3.9   | Investigative Tip Line                | <input type="checkbox"/> |                                 |   |                |
| 3.4     | MANDATORY FEATURES                    | <input type="checkbox"/> |                                 |   |                |
| 3.4.1   | Harassment Blocks                     | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.4.2   | Call Termination                      | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.4.3   | Number Control                        | <input type="checkbox"/> |                                 |   |                |
| 3.4.4   | Personal Allowed Numbers (PAN)        | <input type="checkbox"/> |                                 |   |                |
| 3.4.5   | Phone Scheduler                       | <input type="checkbox"/> |                                 |   |                |
| 3.4.6   | Personal Identification Numbers (PIN) | <input type="checkbox"/> |                                 |   |                |
| 3.4.7   | Administration                        | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.4.8   | Third Party Call Detection            | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |

| Section | Title  | Read & Agreed            | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|---------|--|--------------------------|---------------------------------|---|----------------|
| 3.4.9   | Hours of Operation                                 | <input type="checkbox"/> |                                 |   |                |
| 3.4.10  | Call Duration                                      | <input type="checkbox"/> |                                 |   |                |
| 3.4.11  | Telephone Testing                                  | <input type="checkbox"/> |                                 |   |                |
| 3.4.12  | Languages  | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.4.13  | ANI Verification                                   | <input type="checkbox"/> |                                 |   |                |
| 3.4.14  | Telecommunications/Relay Services for the Deaf     | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.4.15  | Telephone Accommodations for the Visually Impaired | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.4.16  | Call Pattern Analysis and Alerting                 | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.4.17  | Voice Recognition, Identification, and Analysis    | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.4.18  | Emergency Shut Down                                | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.5     | EQUIPMENT  | <input type="checkbox"/> |                                 |   |                |
| 3.5.1   | Telephones   | <input type="checkbox"/> |                                 |   |                |
| 3.5.2   | Portable Phones                                    | <input type="checkbox"/> |                                 |   |                |
| 3.5.3   | Pedestal and Enclosures                            | <input type="checkbox"/> |                                 |   |                |
| 3.5.4   | Tablets  | <input type="checkbox"/> |                                 |   |                |
| 3.5.4.1 | Device Specifications                              | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          | Y              |
| 3.5.5   | Wiring   | <input type="checkbox"/> |                                 |   |                |
| 3.5.6   | Compliance   | <input type="checkbox"/> |                                 |   |                |
| 3.5.7   | Restoration of Facilities                          | <input type="checkbox"/> |                                 |   |                |
| 3.5.8   | Inventory  | <input type="checkbox"/> | Y                               |   |                |
| 3.5.9   | Environmental                                      | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.5.10  | Servers and Processors                             | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          | Y              |
| 3.5.11  | New Equipment                                      | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          | Y              |
| 3.6     | SOFTWARE ENHANCEMENTS AND UPGRADES                 | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          | Y              |
| 3.7     | MAINTENANCE  | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |



| Section | Title  | Read & Agreed            | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|---------|--|--------------------------|---------------------------------|---|----------------|
| 3.7.1   | Maintenance Responsibility                           | <input type="checkbox"/> |                                 |   |                |
| 3.7.2   | Damage   | <input type="checkbox"/> |                                 |   |                |
| 3.7.3   | Maintenance Window                                   | <input type="checkbox"/> |                                 |   |                |
| 3.7.4   | Maintenance Center Location                          | <input type="checkbox"/> |                                 |   |                |
| 3.7.5   | Maintenance Staff Experience                         | <input type="checkbox"/> |                                 |   |                |
| 3.7.6   | Preventive Maintenance                               | <input type="checkbox"/> |                                 |   |                |
| 3.7.7   | Remedial Maintenance                                 | <input type="checkbox"/> |                                 |   |                |
| 3.7.8   | Maintenance Request Reports                          | <input type="checkbox"/> |                                 |   |                |
| 3.8     | TRANSITION/MIGRATION                                 | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.8.1   | Project Management                                   | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          | Y              |
| 3.8.1.1 | Project Manager                                      | <input type="checkbox"/> |                                 |   |                |
| 3.8.1.2 | DOCCS' Resources                                     | <input type="checkbox"/> |                                 |   |                |
| 3.8.1.3 | Site Survey  | <input type="checkbox"/> |                                 |   |                |
| 3.8.2   | Call Recording Migration                             | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.8.3   | Fallback Plan  | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.8.4   | Acceptance Testing                                   | <input type="checkbox"/> |                                 |   |                |
| 3.8.5   | Equipment Disposal                                   | <input type="checkbox"/> |                                 |   |                |
| 3.9     | DATA EXCHANGE  | <input type="checkbox"/> |                                 |   |                |
| 3.9.1   | National Information Exchange Model (NIEM) Standards | <input type="checkbox"/> |                                 |   |                |
| 3.9.2   | Data Reconciliation                                  | <input type="checkbox"/> |                                 |   |                |
| 3.10    | INFORMATION OWNERSHIP                                | <input type="checkbox"/> |                                 |   |                |
| 3.11    | SECURITY   | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 3.11.1  | ITS System Security                                  | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          | Y              |
| 3.11.2  | Jurisdiction   | <input type="checkbox"/> |                                 |   |                |
| 3.11.3  | Compliance   | <input type="checkbox"/> |                                 |   |                |



| Section          | Title                                       | Read & Agreed            | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|------------------|---|--------------------------|---------------------------------|---|----------------|
| 3.11.4           | Background Checks                           | <input type="checkbox"/> |                                 |   |                |
| 3.11.5           | Information Security Breach                 | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          | Y              |
| 3.12             | PHASE-OUT PLAN                              | <input type="checkbox"/> |                                 |   |                |
| 3.13             | TRAINING                                    | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          | Y              |
| 3.14             | DOCUMENTATION                               | <input type="checkbox"/> |                                 |   |                |
| 3.15             | REPORTING                                   | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          | Y              |
| <b>Section 4</b> |   |                          |                                 |   |                |
| 4                | CUSTOMER SERVICE                            |                          |                                 |   |                |
| 4.1              | SUPPORT SERVICES FOR DOCCS                  |                          |                                 |   |                |
| 4.1.1            | Principal Technical Support Representatives | <input type="checkbox"/> |                                 |   |                |
| 4.1.2            | Toll-Free Access                            | <input type="checkbox"/> |                                 |   |                |
| 4.1.3            | DOCCS Authorized Representatives            | <input type="checkbox"/> |                                 |   |                |
| 4.1.4            | Gate Clearance                              | <input type="checkbox"/> |                                 |   |                |
| 4.1.5            | Ticketing System                            | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 4.1.6            | DOCCS' Access to Customer Information       | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 4.1.7            | Court Evidence & Expert Witness Testimony   | <input type="checkbox"/> |                                 |   |                |
| 4.2              | SUPPORT SERVICES FOR CUSTOMERS              | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 4.2.1            | Toll-Free Access                            | <input type="checkbox"/> |                                 |   |                |
| 4.2.2            | Executive Order Number 26                   | <input type="checkbox"/> |                                 |   |                |
| 4.2.3            | Customer Account Access                     | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 4.2.4            | Customer Outreach                           | <input type="checkbox"/> |                                 |   |                |
| 4.2.5            | Call Blocking                               | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 4.2.6            | Vendor Account Policies                     | <input type="checkbox"/> |                                 |   |                |

| Section          | Title   | Read & Agreed            | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|------------------|---|--------------------------|---------------------------------|---|----------------|
| 4.2.7            | Vendor Policy Changes                                       | <input type="checkbox"/> |                                 |   |                |
| 4.2.8            | Aggregated Billing Account for DOCCS-Approved Organizations | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          | Y              |
| <b>Section 5</b> |   |                          |                                 |   |                |
| 5                | PERFORMANCE STANDARDS                                       |                          |                                 |   |                |
| 5.1              | SERVICE OBJECTIVES  | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 5.1.1            | Facility Service Objectives                                 |                          |                                 |   |                |
| 5.1.2            | Customer Service Objectives                                 |                          |                                 |   |                |
| 5.2              | RESOLUTION OF REPORTED PROBLEMS                             | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 5.2.1            | Failure to Comply   |                          |                                 |   |                |
| 5.2.2            | Escalation Requirements                                     |                          |                                 |   |                |
| 5.3              | PERFORMANCE REVIEWS   | <input type="checkbox"/> | <input type="checkbox"/>        |   |                |
| <b>Section 6</b> |   |                          |                                 |   |                |
| 6                | VENDOR QUALIFICATIONS                                       |                          |                                 |   |                |
| 6.1              | COMPANY EXPERIENCE  | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          | Y              |
| 6.2              | PAST PERFORMANCE  |                          |                                 |   |                |
| 6.2.1            | Security Incidents  | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 6.2.2            | Performance Data  | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 6.2.3            | Legal Validity  | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 6.3              | STAFF QUALIFICATIONS  | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 6.3.1            | Staffing Numbers and Qualifications                         | <input type="checkbox"/> |                                 | <input type="checkbox"/>                          | Y              |
| 6.3.2            | Staff Disqualification                                      | <input type="checkbox"/> |                                 |   |                |
| 6.3.3            | Staff Resignation or Discharge                              | <input type="checkbox"/> |                                 |   |                |
| 6.4              | VENDOR RESPONSIBILITY                                       | <input type="checkbox"/> |                                 |   |                |

| Section          | Title  | Read & Agreed            | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|------------------|--|--------------------------|---------------------------------|---|----------------|
| 6.4.1            | Vendor Responsibility Requirements   | <input type="checkbox"/> | Y <sup>4</sup>                  | <input type="checkbox"/>                          |                |
| 6.4.2            | Complaint History  | <input type="checkbox"/> | Y                               | <input type="checkbox"/>                          |                |
| <b>Section 7</b> |  |                          |                                 |   |                |
| 7                | COMPLETE THIS SECTION SEPARATELY   |                          |                                 |   |                |
| <b>Section 8</b> |  |                          |                                 |   |                |
| 8                | CONTRACTUAL ISSUES   |                          |                                 |   |                |
| 8.1              | APPENDIX A/ORDER OF PRECEDENCE   | <input type="checkbox"/> |                                 |   |                |
| 8.2              | ETHICS COMPLIANCE  | <input type="checkbox"/> |                                 |   |                |
| 8.3              | PROCUREMENT LOBBYING ACT   | <input type="checkbox"/> |                                 |   |                |
| 8.4              | SALES AND COMPENSATING USE TAX CERTIFICATION REQUIREMENTS                          | <input type="checkbox"/> |                                 |   |                |
| 8.5              | ENCOURAGING THE USE OF NYS BUSINESS  | <input type="checkbox"/> |                                 |   |                |
| 8.6              | DIVERSITY PRACTICES  | <input type="checkbox"/> | Y <sup>5</sup>                  | <input type="checkbox"/>                          | Y              |
| 8.7              | MWBE AND EEO REQUIREMENTS  | <input type="checkbox"/> |                                 |   |                |
| 8.8              | Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance | <input type="checkbox"/> |                                 |   |                |
| 8.9              | INDEMNIFICATION  | <input type="checkbox"/> |                                 |   |                |
| 8.10             | CONTRACTOR INSURANCE REQUIREMENTS  | <input type="checkbox"/> |                                 |   |                |
| 8.11             | CONSULTANT DISCLOSURE REPORTING REQUIREMENTS                                       | <input type="checkbox"/> |                                 |   |                |
| 8.12             | FREEDOM OF INFORMATION LAW/TRADE SECRETS   | <input type="checkbox"/> |                                 |   |                |

<sup>4</sup> Appendix E *Vendor Responsibility Information* (complete online questionnaire or submit the questionnaire with Technical Proposal)

<sup>5</sup> Appendix M *Diversity Practices*: Complete, sign, and include requested forms.



| Section | Title                                   | Read & Agreed            | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|---------|---|--------------------------|---------------------------------|---|----------------|
| 8.13    | EXECUTIVE ORDER 26                      | <input type="checkbox"/> |                                 |   |                |
| 8.14    | EXECUTIVE ORDER 38                      | <input type="checkbox"/> |                                 |   |                |
| 8.15    | PERFORMANCE/PAYMENT BOND REQUIREMENT    | <input type="checkbox"/> |                                 |   |                |
| 8.16    | LICENSED OR PATENTED COMPONENTS         | <input type="checkbox"/> |                                 |   |                |
| 8.17    | PERPETUAL LICENSE                       | <input type="checkbox"/> |                                 |   |                |
| 8.18    | ESCROW OF SOFTWARE                      | <input type="checkbox"/> |                                 |   |                |
| 8.19    | BREACH OF SERVICES                      | <input type="checkbox"/> |                                 |   |                |
| 8.20    | GENERAL REQUIREMENTS                    | <input type="checkbox"/> |                                 |   |                |
| 8.21    | EQUIPMENT AND LICENSES UPON TERMINATION | <input type="checkbox"/> |                                 |   |                |
| 8.21.1  | Agency Termination                      | <input type="checkbox"/> |                                 |   |                |
| 8.21.2  | Procurement Lobbying Termination        | <input type="checkbox"/> |                                 |   |                |
| 8.22    | CONTRACT TERMS                          | <input type="checkbox"/> |                                 |   |                |
| 8.23    | NONDISCLOSURE AGREEMENT                 | <input type="checkbox"/> |                                 |   |                |
| 8.24    | CONTRACT PROVISIONS                     | <input type="checkbox"/> |                                 |   |                |
| 8.25    | POTENTIAL ANNUAL REVENUE PAYMENTS       | <input type="checkbox"/> |                                 |   |                |
| 8.26    | INMATE SECURE MESSAGING OPTION          | <input type="checkbox"/> |                                 |   |                |

| Section          | Title  | Read & Agreed            | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|------------------|--|--------------------------|---------------------------------|---|----------------|
| <b>Section 9</b> |  |                          |                                 |   |                |
| <b>9</b>         | ADMINISTRATIVE PROCEDURES                    |                          |                                 |   |                |
| <b>9.1</b>       | COMMUNICATION WITH DOCCS                     | <input type="checkbox"/> |                                 |   |                |
| <b>9.2</b>       | PROCUREMENT RIGHTS                           | <input type="checkbox"/> |                                 |   |                |
| <b>9.3</b>       | PROPOSAL FORMAT, PACKAGING, & SUBMISSION     | <input type="checkbox"/> |                                 |   |                |
| <b>9.3.1</b>     | Proposal Content (Pass/Fail)                 | <input type="checkbox"/> |                                 |   |                |
| <b>9.3.2</b>     | Other Legal Documents                        | <input type="checkbox"/> |                                 |   |                |
| <b>9.3.3</b>     | Technical Proposal                           | <input type="checkbox"/> |                                 |   |                |
| <b>9.3.4</b>     | Cost Proposal                                | <input type="checkbox"/> |                                 |   |                |
| <b>9.3.5</b>     | Diversity Practices Questionnaire (2 Points) | <input type="checkbox"/> |                                 |   |                |
| <b>9.4</b>       | PROPOSAL EVALUATION                          | <input type="checkbox"/> |                                 |   |                |
| <b>9.4.1</b>     | Mandatory Requirements (Pass/Fail)           | <input type="checkbox"/> |                                 |   |                |
| <b>9.4.2</b>     | Technical Evaluation (93 Points)             | <input type="checkbox"/> |                                 |   |                |
| <b>9.4.3</b>     | Cost Evaluation (5 Points)                   | <input type="checkbox"/> |                                 |   |                |
| <b>9.4.4</b>     | Composite Scores                             | <input type="checkbox"/> |                                 |   |                |
| <b>9.4.5</b>     | Debriefings                                  | <input type="checkbox"/> |                                 |   |                |

## **Appendix L Performance/Payment Bond: Sample Bond**

**PERFORMANCE  
AND  
PAYMENT BOND: SAMPLE  
STATE FINANCE LAW §137**

**KNOW ALL PERSONS BY THESE  
PRESENTS, that**

(hereinafter call the "Principal") and (hereinafter call the "Surety") are held and firmly bound to the New York State Department of Corrections and Community Supervision (hereinafter "DOCCS") in the full and just sum of Ten million dollars (\$10,000,000) good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain \_\_\_\_\_ written \_\_\_\_\_ Contract No. \_\_\_\_\_ bearing date on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, with DOCCS for the provision of services, a copy of which Contract is annexed to and hereby made part of this Bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, its representatives or assigns, shall well and faithfully comply with and perform all the terms, covenants and conditions of said Contract on its part to be kept and performed and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to the true intent and meaning of said Contract,

including the payment of money, the repair and/or replacement of defective work, guarantees of maintenance for the periods stated in the Contract, and payment of all lawful claims to all persons furnishing labor

or materials to the Principal or his subcontractors in the prosecution of the contract work and shall fully indemnify and save harmless DOCCS from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay DOCCS for all outlay and expense which DOCCS may incur in making good any such default, and shall protect said DOCCS against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said DOCCS or its trustees, officers, agents or employees or which said DOCCS may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or its agents, or the improper performance of the said work by the said Principal, or its agents, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the said Surety, for value received, hereby stipulates and agrees, if requested to do so by DOCCS, to fully perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such payments and work and the Surety further agrees to commence such payment and work of completion within ten (10) calendar days after written notice

thereof from DOCCS and to bring such payment current and to complete such work within ten (10) calendar days from the expiration of the time allowed the Principal in the Contract for the payment or completion thereof; and further

PROVIDED, HOWEVER, and with respect only to items of work other than payment of money, surety may obtain a bid or bids for submission to DOCCS for completing the work, and further

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer of any work to be performed or any monies due or to become due thereunder or by DOCCS' takeover, use, occupancy or operation of any part or all of the work covered by the Contract; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts,

transfers, takeovers, uses, occupancies or operations, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal, and further

PROVIDED, HOWEVER, no right of action shall accrue on this bond to or for the use of any person or corporation other than DOCCS named herein, its heirs, executors, administrators or successors, and those furnishing labor, products or materials to the Principal or his subcontractors in the prosecution of the contract work.

PROVIDED, HOWEVER, regardless of the number and total claims, in no event shall the surety be liable in the aggregate for more than \$-----

PROVIDED, HOWEVER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which the contract ends.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the Surety has caused this instrument to be signed by its attorney-in-fact, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_. 20\_\_.

By: \_\_\_\_\_ (If Corporation, affix Corporate Seal)  
Principal

By: \_\_\_\_\_ (If Corporation, affix Corporate Seal)



## **Appendix M   Diversity Practices Questionnaire**

# Diversity Practices Questionnaire

I, \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

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(Attach additional sheets to this questionnaire; number items on the sheets to correspond with the numbers on this questionnaire.)

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2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?
- 

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?<sup>6</sup>
- 

4. Does your company provide technical training<sup>7</sup> to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

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(Attach additional sheets to this questionnaire; number items on the sheets to correspond with the numbers on this questionnaire.)

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5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Yes or No

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<sup>6</sup> Do not include onsite project overhead.

<sup>7</sup> Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

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## Diversity Practices Questionnaire

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

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(Attach additional sheets to this questionnaire; number items on the sheets to correspond with the numbers on this questionnaire.)

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements?

Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

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(Attach additional sheets to this questionnaire; number items on the sheets to correspond with the numbers on this questionnaire.)

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program?

Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent?

Yes or No

If Yes, complete the attached Utilization Plan.

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of  
Owner/Official

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Printed Name of  
Signatory

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## Diversity Practices Questionnaire

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

\_\_\_\_\_  
Notary Public

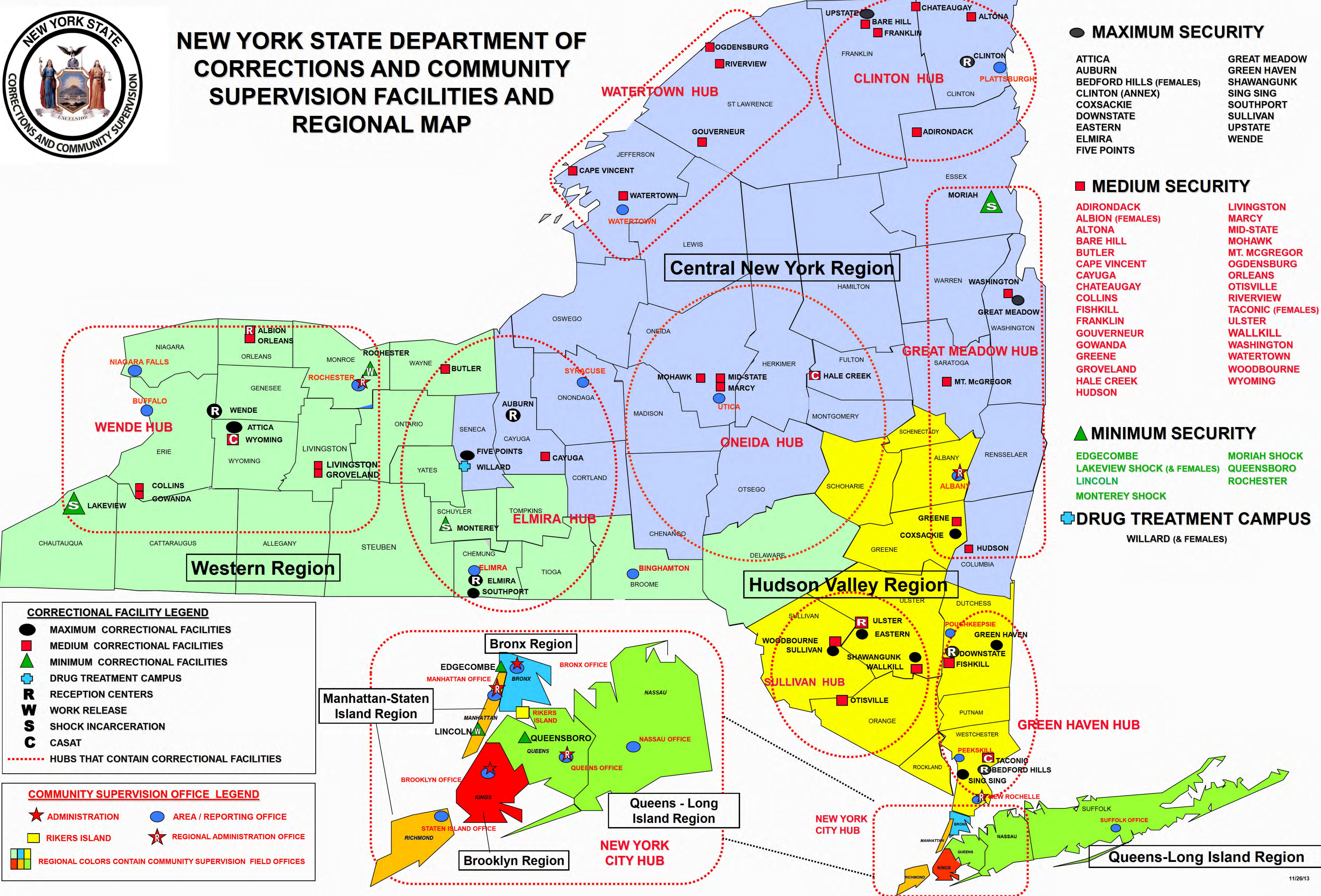
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## **Attachment A   Map of NYS Correctional Facilities**





# NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION FACILITIES AND REGIONAL MAP





## **Attachment B NYS DOCCS Population and Phone Detail**

## Addresses, Security Levels, Gender, Average Population and Number of Inmate Phones

| Facility Address  | Security Level | Gender | Average Daily Population | Total Number of Phones | Facility Code |
|---|----------------|--------|--------------------------|------------------------|---------------|
| <b>Adirondack Correctional Facility</b><br>196 Ray Brook Rd, Box 110<br>Ray Brook, New York 12977-0110<br>(518) 891-1343 (Essex County)           | Med            | Male   | 396                      | 48                     | 230           |
| <b>Albion Correctional Facility</b><br>3595 State School Road<br>Albion, New York 14411-9399<br>(585) 589-5511 (Orleans County)                   | Med            | Female | 1026                     | 69                     | 090           |
| <b>Altona Correctional Facility</b><br>555 Devils Den Road, P.O. Box 3000<br>Altona, New York 12910-2090<br>(518) 236-7841 (Clinton County)       | Med            | Male   | 471                      | 31                     | 540           |
| <b>Attica Correctional Facility</b><br>639 Exchange St<br>Attica, New York 14011-0149<br>(585) 591-2000 (Wyoming County)                          | Max            | Male   | 2088                     | 106                    | 000           |
| <b>Auburn Correctional Facility</b><br>135 State Street<br>Auburn, New York 13021-1800<br>(315) 253-8401 (Cayuga County)                          | Max            | Male   | 1642                     | 132                    | 010           |
| <b>Bare Hill Correctional Facility</b><br>181 Brand Road, Caller Box #20<br>Malone, New York 12953-0020<br>(518) 483-8411 (Franklin County)       | Med            | Male   | 1621                     | 108                    | 560           |
| <b>Bedford Hills Correctional Facility</b><br>247 Harris Road<br>Bedford Hills, New York 10507-2400<br>(914) 241-3100 (Westchester Co.)           | Max            | Female | 797                      | 49                     | 120           |
| <b>Cape Vincent Correctional Facility</b><br>36560 Rte. 12E, PO Box 599<br>Cape Vincent, New York 13618-0599<br>(315) 654-4100 (Jefferson County) | Med            | Male   | 859                      | 65                     | 580           |



| Facility Address   | Security Level    | Gender          | Average Daily Population | Total Number of Phones | Facility Code |
|--|-------------------|-----------------|--------------------------|------------------------|---------------|
| <b>Cayuga Correctional Facility</b><br>2202 State Rte. 38A, P.O. Box 1150<br>Moravia, New York 13118-1150<br>(315) 497-1110 (Cayuga County)            | Med               | Male            | 820                      | 67                     | 550           |
| <b>Clinton Correctional Facility</b><br>1156 Route 374, P.O. Box 2000<br>Dannemora, New York 12929-2000<br>(518) 492-2511 (Clinton County)             | Max               | Male            | 2748                     | 150                    | 020           |
| <b>Collins Correctional Facility</b><br>P.O. Box 490, Middle Rd<br>Collins, New York 14034-0490<br>(716) 532-4588 (Erie County)                        | Med               | Male            | 890                      | 60                     | 470           |
| <b>Coxsackie Correctional Facility</b><br>Box 200, 11260 Rte. 9W<br>West Coxsackie, New York 12051-0200<br>(518) 731-2781 (Greene County)              | Max               | Male            | 929                      | 120                    | 130           |
| <b>Downstate Correctional Facility</b><br>121 Red Schoolhouse Rd,<br>P.O. Box 445<br>Fishkill, New York 12524-0445<br>(845) 831-6600 (Dutchess County) | Max               | Male            | 1169                     | 55                     | 240           |
| <b>Eastern Correctional Facility</b><br>30 Institution Rd<br>Napanoch, New York 12458-0338<br>(845) 647-7400 (Ulster County)                           | Max               | Male            | 916                      | 83                     | 100           |
| <b>Edgecombe Correctional Facility</b><br>611 Edgecombe Avenue<br>New York, New York 10032-4398<br>(212) 923-2575 (New York County)                    | Min Res Treatment | Male and Female | 109                      | 8                      | 320           |
| <b>Elmira Correctional Facility</b><br>PO Box 500, 1879 Davis St<br>Elmira, New York 14902-0500<br>(607) 734-3901 (Chemung County)                     | Max               | Male            | 1731                     | 118                    | 110           |
| <b>Fishkill Correctional Facility</b><br>18 Strack Drive<br>Beacon, New York 12508-0307<br>(845) 831-4800 (Dutchess County)                            | Med               | Male            | 1455                     | 112                    | 050           |

| Facility Address   | Security Level | Gender | Average Daily Population | Total Number of Phones | Facility Code |
|--|----------------|--------|--------------------------|------------------------|---------------|
| <b>Five Points Correctional Facility</b><br>Caller Box 400<br>6600 State Route 96<br>Romulus, New York 14541<br>(607) 869-5111 (Seneca County)               | Max            | Male   | 1394                     | 182                    | 370           |
| <b>Franklin Correctional Facility</b><br>62 Bare Hill Road, P.O. Box 10<br>Malone, New York 12953-0010<br>(518) 483-6040 (Franklin County)                   | Med            | Male   | 1636                     | 95                     | 530           |
| <b>Gouverneur Correctional Facility</b><br>112 Scotch Settlement Road, PO Box 370<br>Gouverneur, New York 13642-0370<br>(315) 287-7351 (St. Lawrence County) | Med            | Male   | 801                      | 64                     | 810           |
| <b>Gowanda Correctional Facility</b><br>P.O. Box 350, South Road<br>Gowanda, New York 14070-0350<br>(716) 532-0177 (Erie County)                             | Med            | Male   | 1479                     | 81                     | 450           |
| <b>Great Meadow Correctional Facility</b><br>11739 State Route 22, P.O. Box 51<br>Comstock, New York 12821<br>(518) 639-5516 (Washington County)             | Max            | Male   | 1596                     | 100                    | 040           |
| <b>Green Haven Correctional Facility</b><br>594 Route 216<br>Stormville, New York 12582<br>(845) 221-2711 (Dutchess County)                                  | Max            | Male   | 1926                     | 129                    | 080           |
| <b>Greene Correctional Facility</b><br>165 Plank Road, P. O. Box 8<br>Coxsackie, New York 12051-0008<br>(518) 731-2741 (Greene County)                       | Med            | Male   | 1585                     | 72                     | 670           |
| <b>Groveland Correctional Facility</b><br>7000 Sonyea Road<br>Sonyea, New York 14556<br>(585) 658-2871 (Livingston County)                                   | Med            | Male   | 1074                     | 59                     | 460           |
| <b>Hale Creek ASACTC</b><br>279 Maloney Road<br>Johnstown, New York 12095<br>(518) 736-2094 (Fulton County)  | Med            | Male   | 308                      | 22                     | 850           |



| Facility Address  | Security Level | Gender          | Average Daily Population | Total Number of Phones | Facility Code |
|---|----------------|-----------------|--------------------------|------------------------|---------------|
| <b>Hudson Correctional Facility</b><br>50 E. Court Street, Box 576<br>Hudson, New York 12534-0576<br>(518) 828-4311 (Columbia County)                         | Med            | Male            | 379                      | 35                     | 270           |
| <b>Lakeview Shock Incarceration Correctional Facility</b><br>9300 Lake Avenue, P.O. Box T<br>Brocton, New York 14716<br>(716) 792-7100<br>(Chautauqua County) | Min            | Male and Female | 740                      | 31                     | 600           |
| <b>Lincoln Correctional Facility</b><br>31-33 West 110th Street<br>New York, New York 10026-4398<br>(212) 860-9400 (New York County)                          | Min            | Male            | 65                       | 8                      | 360           |
| <b>Livingston Correctional Facility</b><br>7005 Sonyea Road, P.O. Box 49<br>Sonyea, New York 14556-0049<br>(585) 658-3710 (Livingston County)                 | Med            | Male            | 809                      | 39                     | 800           |
| <b>Marcy Correctional Facility</b><br>9000 Old River Road, P.O. Box 5000<br>Marcy, New York 13403<br>(315) 768-1400 (Oneida County)                           | Med            | Male            | 1169                     | 90                     | 490           |
| <b>Mid-State Correctional Facility</b><br>9005 Old River Road, P.O. Box 216<br>Marcy, New York 13403-0216<br>(315) 768-8581 (Oneida County)                   | Med            | Male            | 1377                     | 91                     | 480           |
| <b>Mohawk Correctional Facility</b><br>6514 Route 26<br>Rome, New York 13440<br>(315) 339-5232 (Oneida County)  | Med            | Male            | 1397                     | 105                    | 390           |
| <b>Moriah Shock Incarceration Correctional Facility</b><br>75 Burhart Lane, P.O. Box 999<br>Mineville, New York 12956-0999<br>(518) 942-7561 (Essex County)   | Min            | Male            | 190                      | 15                     | 510           |
| <b>Ogdensburg Correctional Facility</b><br>One Correction Way<br>Ogdensburg, New York 13669-2288<br>(315) 393-0281 (St. Lawrence County)                      | Med            | Male            | 376                      | 31                     | 350           |

| Facility Address   | Security Level | Gender | Average Daily Population | Total Number of Phones | Facility Code |
|--|----------------|--------|--------------------------|------------------------|---------------|
| <b>Orleans Correctional Facility</b><br>3595 Gaines Basin Road<br>Albion, New York 14411<br>(585) 589-6820 (Orleans County)                      | Med            | Male   | 792                      | 64                     | 640           |
| <b>Otisville Correctional Facility</b><br>57 Santorium Road, Box 8<br>Otisville, New York 10963-0008<br>(845) 386-1490 (Orange County)           | Med            | Male   | 578                      | 45                     | 290           |
| <b>Queensboro Correctional Facility</b><br>47-04 Van Dam Street<br>Long Island City, NY 11101-3081<br>(718) 361-8920 (Queens County)             | Min            | Male   | 344                      | 32                     | 170           |
| <b>Riverview Correctional Facility</b><br>1110 Tibbits Drive, P.O. Box 158<br>Ogdensburg, New York 13669<br>(315) 393-8400 (St. Lawrence County) | Med            | Male   | 803                      | 50                     | 570           |
| <b>Rochester Correctional Facility</b><br>470 Ford Street<br>Rochester, New York 14608-2499<br>(585) 454-2280 (Monroe County)                    | Min            | Male   | 35                       | 4                      | 300           |
| <b>Shawangunk Correctional Facility</b><br>200 Quick Road, P. O. Box 750<br>Wallkill, New York 12589-0750<br>(845) 895-2081 (Ulster County)      | Max            | Male   | 499                      | 47                     | 680           |
| <b>Sing Sing Correctional Facility</b><br>354 Hunter Street<br>Ossining, New York 10562-5442<br>(914) 941-0108 (Westchester County)              | Max            | Male   | 1540                     | 114                    | 070           |
| <b>Southport Correctional Facility</b><br>P.O. Box 2000, Bob Masia Drive<br>Pine City, New York 14871<br>(607) 737-0850 (Chemung County)         | Max            | Male   | 747                      | 40                     | 630           |
| <b>Sullivan Correctional Facility</b><br>Box 116, 325 Riverside Drive<br>Fallsburg, New York 12733-0116<br>(845) 434-2080 (Sullivan County)      | Max            | Male   | 463                      | 51                     | 690           |



| Facility Address   | Security Level        | Gender          | Average Daily Population | Total Number of Phones | Facility Code |
|--|-----------------------|-----------------|--------------------------|------------------------|---------------|
| <b>Taconic Correctional Facility</b><br>250 Harris Road<br>Bedford Hills, New York 10507-2498<br>(914) 241-3010 (Westchester County)       | Med                   | Female          | 346                      | 29                     | 251           |
| <b>Ulster Correctional Facility</b><br>P.O. Box 800, 750 Berne Road<br>Napanoch, New York 12458<br>(845) 647-1670 (Ulster County)          | Med                   | Male            | 795                      | 49                     | 610           |
| <b>Upstate Correctional Facility</b><br>P.O. Box 2000, 309 Bare Hill Road<br>Malone, New York 12953<br>(518) 483-6997 (Franklin County)    | Max                   | Male            | 276                      | 42                     | 840           |
| <b>Wallkill Correctional Facility</b><br>50 McKenderick Road, Box G<br>Wallkill, New York 12589-0286<br>(845) 895-2021 (Ulster County)     | Med                   | Male            | 575                      | 43                     | 060           |
| <b>Washington Correctional Facility</b><br>Box 180, 72 Lock 11 Lane<br>Comstock, New York 12821-0180<br>(518) 639-4486 (Washington County) | Med                   | Male            | 735                      | 42                     | 650           |
| <b>Watertown Correctional Facility</b><br>23147 Swan Road<br>Watertown, New York 13601-9340<br>(315) 782-7490 (Jefferson County)           | Med                   | Male            | 538                      | 50                     | 030           |
| <b>Wende Correctional Facility</b><br>3040 Wende Road<br>Alden, New York 14004-1187<br>(716) 937-4000 (Erie County)                        | Max                   | Male            | 868                      | 95                     | 430           |
| <b>Willard Drug Treatment Center</b><br>P.O. Box 303, 7116 County Route 132<br>Willard, New York 14588<br>(607) 869-5500 (Seneca County)   | Drug Treatment Center | Male and Female | 695                      | 47                     | 820           |
| <b>Woodbourne Correctional Facility</b><br>99 Prison Road, P.O. Box 1000<br>Woodbourne, New York 12788<br>(845) 434-7730 (Sullivan County) | Med                   | Male            | 817                      | 56                     | 140           |

| Facility Address  | Security Level | Gender | Average Daily Population | Total Number of Phones | Facility Code |
|---|----------------|--------|--------------------------|------------------------|---------------|
| <b>Wyoming Correctional Facility</b><br>P.O. Box 501, 3203 Dunbar Road<br>Attica, New York 14011<br>(585) 591-1010 (Wyoming County) | Med            | Male   | 1633                     | 75                     | 660           |
| <b>North Pearl</b>  | N/A            | N/A    | N/A                      | 24                     | N/A           |

## **ATTACHMENT C PROPOSAL SUBMISSION CHECKLIST AND REQUIRED DOCUMENTS**



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1

## Proposal Submission Checklist and Required Documents

| Required documents  | Type of Submission  | Include with Bid Submission | Include with Contract Materials |
|---|---|-----------------------------|---------------------------------|
| <b>Completed Encouraging NYS Business form</b><br>(Section 8.5) | Complete form in Attachment C   | <input type="checkbox"/>    |                                 |
| <b>Vendor Reference Form</b> (Appendix F) and Section 6.1       | Include three separate references on forms provided in Appendix F of this document.<br>(Subcontractors must also complete three separate references.)                                       | <input type="checkbox"/>    |                                 |
| <b>Staff Qualification Form</b> (Appendix G)                    | Complete a separate form for each proposed staff person and attach a full résumé. Complete three (3) References forms for each qualified staff member.                                      | <input type="checkbox"/>    |                                 |
| <b>Non-Disclosure Agreement</b><br>(Appendix I)                 | Recipient agrees not to use the Confidential Information in any way, except for the purpose of the projects or assignments they are performing for DOCCS.                                   |                             | <input type="checkbox"/>        |
| <b>Performance/ Payment Bond</b><br>(Appendix L)                | Review the information in Section 8.14. DOCCS requires the Contractor to furnish without cost to DOCCS a performance/payment bond as security for the faithful performance of the Contract. |                             | <input type="checkbox"/>        |
| <b>Consultant Disclosure</b><br>(Attachment C & Section 8.10)   | Form A should be submitted at the time of contract; Form B is filed annually by May 15.   |                             | <input type="checkbox"/>        |



## Proposal Submission Checklist and Required Documents

| Required documents   | Type of Submission  | Include with Bid Submission | Include with Contract Materials |
|--|---|-----------------------------|---------------------------------|
| <b>Form ST-220-CA</b><br>(Section 8.4)                                       | All Bidder should be prepared to verify compliance with NYS Tax Law:<br><a href="http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf">http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf</a>   |                             | <input type="checkbox"/>        |
| <b>Completed Workers' Compensation and Disability Forms</b><br>(Section 8.9) | Complete and return with Contract documentation<br><b>Workers' Compensation</b><br>- <a href="http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp">http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp</a><br><b>Disability Benefits</b><br>- <a href="http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp">http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp</a> |                             | <input type="checkbox"/>        |
|  | <b>Attachment C documents that are due for submission with proposals should be included with the Technical Proposal.</b>  | <input type="checkbox"/>    |                                 |

## Application Cover Sheet

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### NYS Department of Corrections and Community Supervision

RFP 2016-02, Inmate Telephone System

**Return this page with the Technical Proposal as Cover Sheet.**

**Applicant Legal Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-Mail Address:** \_\_\_\_\_

**Fax:** \_\_\_\_\_ **Website Address:** \_\_\_\_\_

**Federal ID#:** \_\_\_\_\_ **NYS Vendor ID#:** \_\_\_\_\_

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#### **Submitted By:**

Name of Authorized Official: \_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:** Signature binds applicant to a firm offer for a 120-day period from the date of the submission.

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STATE OF }  
COUNTY OF }

Attachment C

## Procurement Lobbying Certification

By signing, the Offerer/bidder affirms that it understands and agrees to comply with the NYS Department of Corrections and Community Supervision (DOCCS) procedures relative to permissible contacts, as required by State Finance Law §139-j and §139-k.

Procurement Lobbying information can be accessed using the following links:

<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-j.htm> and  
<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-k.htm>

Offerer affirms that it understands and agrees to comply with the procedures of DOCCS relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

1 Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

### **Prior Non-Responsibility Determinations – State Finance Law §139-k**

1. Has any Government Entity made a finding of non-responsibility against this organization/company? No ☐ Yes ☐

2. If yes, was the basis for the finding of non-responsibility due to a violation of SFL§139-j or due to the intentional provision of false or incomplete information to a Government Entity?

No ☐ Yes ☐

3. Has any Government Entity terminated or withheld a procurement contract with this organization/company due to the intentional provision of false or incomplete information?

No ☐ Yes ☐

***If yes to any of the above questions, provide complete details on a separate page and attach.***

### **Offerer Certification:**

I certify that all information provided to DOCCS with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

### **Procurement Lobbying Termination**

DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notice to the Offerer/bidder in accordance with the written notification terms of the contract.



## **ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. Bidders need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State, therefore, expects Bidders to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this Contract? \_\_\_\_\_  
Yes \_\_\_\_\_ No

If yes, identify New York State Business(es) that will be used; (Attach identifying information).

# OSC CONSULTANT DISCLOSURE REPORTING REQUIREMENTS

## CONTRACTOR INSTRUCTIONS

### **Background:**

Pursuant to New York State Finance Law Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Contractors selected for award on the basis of a procurement issued by OSC (Request for Proposals, Mini-Bid, or Invitation for Bids) must complete **Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term** upon notification of award. The completed **Form A** must include information for all employees that will be providing services under the contract, whether employed by the contractor or by a subcontractor.

Contractors selected for award are also required to complete **Form B, State Consultant Services Contractor’s Annual Employment Report** annually for each year of the contract term, on a State fiscal year basis. The first report is due on May 15 for the period April 1 through March 31.

Form A must be submitted to DOCCS as the contracting agency, and Form B must be submitted to DOCCS (as the contracting agency), the Department of Civil Service, and the Consultant Reporting Section of the Bureau of Contracts at OSC, at the addresses provided in these instructions.

**Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term** and **Form B, State Consultant Services Contractor’s Annual Employment Report**, are attached to these instructions. Please see these instructions for further information regarding completion and submission of the forms.

### **INSTRUCTIONS**

#### **FORM A:**

**Upon notification of contract award, use Form A, State Consultant Services Contractor’s Planned Employment From Contract Start Date Through the End of the Contract Term**, attached to these instructions, to report the necessary planned employment information prospectively from the start date through the end of the contract term. This is a one-time reporting requirement.

Complete **Form A** for contracts for consulting services in accordance with the following:

- **Employment category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract.

(Note: Access the O\*NET database, which is available through the US Department of Labor’s Employment and Training Administration, on-line at [www.online.onetcenter.org](http://www.online.onetcenter.org) to find a list of occupations.)

- **Number of employees:** the total number of employees in the employment category anticipated to be employed to provide services under the contract, including part time employees and employees of subcontractors.
- **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.
- **Amount payable under the contract:** the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit completed **Form A** within 48 hours of notification of selection for award to DOCCS (as the contracting agency) at the address listed below.

## **INSTRUCTIONS**

### **FORM B:**

Use **Form B, State Consultant Services Contractor's Annual Employment Report**, attached to these Instructions, to report the annual employment information required by the statute. This form will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit **Form B** to DOCCS (as the contracting Agency), the Department of Civil Service (DCS), and to the Consultant Reporting Section of the Bureau of Contracts at OSC at the addresses listed below.

Complete **Form B** for contracts for consulting services in accordance with the following:

- **Scope of Contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at [www.online.onetcenter.org](http://www.online.onetcenter.org) to find a list of occupations.)

- **Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.
- **Number of hours worked:** the total number of hours **worked** during the Report Period by the employees in the employment category.
- **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

**Submit the completed Form B annually by May 15<sup>th</sup> for each State fiscal year (or portion thereof) the contract is in effect, as follows:**

#### **To DOCCS (as the contracting Agency):**

By mail: Sandra Downey, Director of Budget & Finance  
NYS Department of Corrections & Community Supervision  
Harriman State Campus/Building #2  
1220 Washington Avenue  
Albany, NY 12226-2050

By email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

#### **To the Consultant Reporting Section of the Bureau of Contracts at OSC:**

By mail: NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808

#### **To DCS:**

By mail: NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239

**OSC Use Only:**

Reporting Code:

Category Code:

Date Contract Approved:

**FORM A**

State Consultant Services - Contractor's Planned Employment

From Contract Start Date Through The End Of The Contract Term

State Agency Name: Department of Corrections & Community  
Supervision

Agency Code: 10160

Contractor Name:

Contract Number:

Contract Start Date:     /     /

Contract End Date:     /     /

| Employment Category | Number of Employees | Number of hours to be worked | Amount Payable Under the Contract |
|---------------------|---------------------|------------------------------|-----------------------------------|
|                     |                     |                              |                                   |
|                     |                     |                              |                                   |
|                     |                     |                              |                                   |
|                     |                     |                              |                                   |
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|                     |                     |                              |                                   |
|                     |                     |                              |                                   |
|                     |                     |                              |                                   |
| Total this page     | 0                   | 0                            | \$ 0.00                           |
| Grand Total         |                     |                              |                                   |

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared:     /     /

(Use additional pages, if necessary)

Page     of

**FORM B**

**OSC Use Only:**

Reporting Code:

Category Code:

## State Consultant Services

## Contractor's Annual Employment Report

Report Period: April 1, to March 31,

Contracting State Agency Name: Dept. of Corrections &amp; Community Supervision Agency Code: 10160

Contract Number:

Contract Term:     /     /     to     /     /

Contractor Name:

Contractor Address:

Description of Services Being Provided:

**Scope of Contract (Choose one that best fits):**

Analysis ☐ Evaluation ☐ Research ☐ Training ☐

Data Processing ☐ Computer Programming ☐ Other IT consulting ☐

Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐

Health Services ☐      Mental Health Services ☐

Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☐

| Employment Category | Number of Employees | Number of Hours Worked | Amount Payable Under the Contract |
|---------------------|---------------------|------------------------|-----------------------------------|
|                     |                     |                        |                                   |
|                     |                     |                        |                                   |
|                     |                     |                        |                                   |
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|                     |                     |                        |                                   |
|                     |                     |                        |                                   |
| Total this page     | 0                   | 0                      | \$ 0.00                           |
| Grand Total         |                     |                        |                                   |

Name of person who prepared this report:

Preparer's Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date Prepared:     /     /

Use additional pages if necessary)

Page of

## **Attachment D Data Exchange Specifications**



## 1.0 Daily Exchanges

### 1.1 General Description

The NYS Department of Corrections and Community Supervision (DOCCS) and the ITS vendor interact to exchange a variety of information. On a nightly basis, DOCCS provides information concerning inmates entering and leaving DOCCS, inmates' authorized call lists, and inmates restricted from placing calls. The vendor provides the details for the call detail records from the previous day, both complete and incomplete.

DOCCS provides the facility location of each inmate in its population on a nightly basis. Hourly updates are also available during normal operation hours.

On a one-time basis for start-up purposes, DOCCS will provide the vendor with a full start-up dataset that includes all the files in the formats indicated for daily changes as described in the following pages.

The data exchanges specified in this Attachment D represent the current processing concepts and file layouts. Changes and/or additions may be necessary based on the additional functionality to be provided. DOCCS will coordinate with the selected vendor to define those changes and/or additions upon contract award.

### 1.2 Concepts

The ITS operated by the vendor provides for call blocking by inmate. This requires the maintenance of a file of phone numbers that each inmate is allowed to call and the authorization code (PIN) for each inmate. DOCCS "Locator" system records information concerning each inmate's admission to and release from DOCCS. Admission and release transactions will be passed to the vendor each night as inmate adds and deletes. To reduce abuse of these "auth codes," the codes will be deleted from the vendor authorization file upon an inmate's release.

DOCCS operates a computer application that records and collects data concerning inmates' phone calls. The Phone Number Registration subsystem records the phone numbers each inmate is allowed to call. Each inmate is allowed to register 15 phone numbers, all others are blocked by the ITS. Any changes to inmate allowed call lists will be sent to the vendor each night via FTP or some other agreed upon transfer protocol. Modifications to the call list will be sent as add, delete or replace transactions.

DOCCS inmate "Disciplinary" system records among other penalties the loss of the privilege to use the ITS. A file of phone privilege restrictions will be sent to the vendor nightly. These transactions will contain the date that the restrictions expire. An ancillary system to associate phones by ANI to specific locations within specific facilities is also maintained. File transfer of ANI location file changes will also be done on a nightly basis following the file transfer of inmate change transactions.

A nightly file of all inmates under custody along with their current facility location will be sent after the inmate and ANI file transfer to reconcile each inmate's current location. The vendor will receive hourly updates during the day of all changes to inmates location that have occurred since the last hourly update or the last nightly "Undercustody" file send was completed.

In return, the vendor must provide a call detail file to the DOCCS' computer each night. This file, containing the dates, times, auth-codes, phone numbers, elapsed times, etc. for each call including uncompleted calls, will be posted to an application file to allow inquiry and reporting by authorized DOCCS users to determine calling patterns of an individual inmate or to a specified phone number.

## **1.3 DOCCS to Vendor Data Exchange**

### **1.3.1 PIN**

Every inmate is assigned an eight digit numeric authorization code or Personal Identification Number (PIN) to input prior to entering the called phone number. This PIN is derived from the inmate's DOCCS Department ID Number (DIN) as described below:

- PIN = YYNNSSSS where
- YY = Year portion of the inmate's DIN
- NN = Alpha portion of the inmate's DIN converted to the ordinal position of the letter in the alphabet.
- SSSS= sequence number portion of the inmate's DIN

### **1.3.2 Nightly Batch Files**

Following normal end-of-night processing for inmate systems, DOCCS will prepare and transmit the following three files to the vendor: Inmate information change file, ANI change file, and Inmate undercustody location file.

#### **1.3.2.1 Inmate Information Change File**

This file consists of three transaction types: Inmate changes, Restriction changes, and Phone number changes. Although each transaction type may be prepared separately, all three transaction types will be merged into a single file with mixed record formats detailed at the end of this document. The transaction file will be in auth code (PIN) order within transaction type. The transaction types are in the order stated above. The vendor must process the transactions in the order provided. All translation of DINs to PINs will be done as part of the file preparation.

##### **1.3.2.1.1 Adds/Deletes/Replaces**

Inmate transaction types consist of an Add, Delete or Replace transaction. Adds and Deletes are based upon the DOCCS' Locator System admission and release/discharge transactions that were entered during the day. Replace transactions are generated by a change in an inmate's Hearing Impaired Indicator. On any given day there will be no more than one Inmate transaction per PIN.

##### **1.3.2.1.2 Restrictions**

Restriction transaction types consist of an Add, Delete, or Replace transaction. These transactions will come from the DOCCS' Inmate Disciplinary System. The restriction end date is supplied on each transaction. These records will be used to temporarily block the use of the ITS from those inmates with penalty dates. The penalty expiration must be checked by the vendor and the restriction removed from the vendor's authorization file on a nightly basis, when the expiration date has been reached. This will ensure that on those occasions when file transfer is unsuccessful, an inmate whose restriction expired the day before will be allowed to make calls on the first day he/she should be allowed. On any given day there will be no more than one Restriction transaction per PIN.

##### **1.3.2.1.3 Phone Number Changes**

Phone Number transaction types consist of an Add, Delete or Replace transaction. These transactions come from the Phone Number Registration part of the DOCCS' ITS.

On any given day an inmate may have any number of Phone Number Add, Delete and/or Replace transactions.

#### **1.3.2.2 ANI Change File**

This file consists of Adds and Deletes of ANI phone numbers. ANIs are phones within the DOCCS facilities from which inmates are allowed to make calls. These ANI phone numbers differ from normal phone numbers in that the middle three digits, usually the exchange, is actually DOCCS' three digit facility code in which the ANI is located. Each ANI phone is assigned a class of service level, which determines what rules are to be applied to the inmates placing calls from these phones. See the record layout and service level definitions for more detail. On any given day there may or may not be any ANI transaction records. A file will always be sent, containing a Header and Trailer record, even if there are no Detail records.

#### **1.3.2.3 Inmate Undercustody Location File**

This file consists of one record for each inmate who is under custody on the DOCCS Locator System, including PIN and current facility location, at the time the file is created. This is not a file of transactions like the Inmate and ANI files. It is a static file of the inmate population at the given point in time. This file is used by the vendor to reconcile each inmate's current DOCCS facility location.

### **1.3.3 Hourly Batch Files During Normal Operation**

#### **1.3.3.1 Locator Change File**

During each hour of normal operations, DOCCS will write all inmate location changes that occurred since the last hourly update to a file and transfer it to the vendor. Upon the first update of the day, all location changes since the previous night's Inmate Undercustody Location file transfer are written. This temporary file is in the same format as the nightly location file, with a Header and Trailer record. The vendor must process these updates so that inmates can call from their new location within an hour of entry of the DOCCS Locator transaction recording the arrival.

### **1.3.4 Exchange Requirements**

Each of the three nightly files has a Header record as the first record of the file and a Trailer record as the last record of the file. The data portion of each file is labeled as a Detail record. There may be none or many Detail records in each file. If the file transfer is unsuccessful for either the Inmate Information Change file or the ANI Change file, the next day's data will be appended to the end of the file. In this way, each day's transactions will be accumulated until a successful file transfer has been completed. It should be noted that if either of these files contains more than one day's worth of transactions, there will be a Header and Trailer record for each day. No attempt is made to consolidate multiple days' transactions within one Header and Trailer. The vendor's program on the receiving end must be prepared to process a file with multiple Header-Details-Trailer sequences of data.

The Inmate Undercustody Location file does not get appended to the next night, if the file transfer is unsuccessful. Because this is a static file, each nightly create overwrites the previous night's file. This file will always contain only one file in Header-Details-Trailer format.

### **1.3.5 Sequence Requirements**

The Inmate Information Change file is the first file transferred each night. The transactions in this file must be processed in the order in which they are received by the vendor. The ANI file is the second file transferred each night. This file should also be processed in the order in which it is received by the vendor. After the first two files have been processed by the vendor, the third file to be transferred

is the Inmate Undercustody Location file. This file is to be used by the vendor to reconcile the facility location for each PIN. This file should be the last file processed each night by the vendor.

#### 1.4 Vendor to DOCCS Data Exchange

Each night the vendor will transmit to DOCCS a file of call detail information for all attempted and completed calls for the day just ended. The call detail file will be used to provide online inquiry and reports on the call details. The inquiries and reports will be used primarily to answer two basic questions: (1) What phone numbers did a particular inmate call? **and** (2) Which inmates called a particular number or numbers? The call detail file will be posted to a DB2 table on the DOCCS computer by a nightly batch program. Auth codes (PINS) will be translated to DINs before the posting process.

The Call Detail file received from the vendor shall begin with a Header record and end with a Trailer record. The accompanying record layout provides the necessary information required. A listing of incomplete call reason codes follows the record layout.

If the transfer of the Call Detail file is unsuccessful, attempts will be made to receive it during the day. Only one day's worth of call details should be on a file. If call details from a previous day are not transmitted, no attempts should be made to accumulate two days' worth into one file. The vendor should keep the past seven days' worth of Call Detail files as history, and **available** to DOCCS to receive in the event nightly processing is disrupted and call details must be recovered from a previous day.

#### 1.5 Inmate Information Transmission File Layout

##### Header Record Format

| REC POSITION | PICTURE | Field description – value       |
|--------------|---------|---------------------------------|
| 01 - 03      | X (03)  | Record type - 'HDR'             |
| 04 - 09      | 9 (06)  | C.O.B. Date (yymmdd)            |
| 10 - 16      | X (07)  | Filler                          |
| 17 - 19      | 9 (03)  | Company number - 100 (for usan) |
| 20 - 29      | X (10)  | Company name - 'usan'           |
| 30 - 37      | X (08)  | Filler spaces                   |
| 38 - 43      | X (06)  | File name - 'inmate'            |
| 44 - 48      | X (05)  | Filler space                    |



## Detail Record Format

| REC POSITION | PICTURE | FIELD DESCRIPTION - VALUE  |
|--------------|---------|--|
| 01 - 03      | X (03)  | RECORD TYPE - 'DTL'  |
| 04 - 11      | 9 (08)  | AUTH CODE (PIN)  |
| 12 - 12      | X (01)  | TRANS TYPE<br>I = INMATE<br>P = PHONE #<br>R = RESTRICTION   |
| 13 - 13      | X ( 01) | TRANSACTION<br>A = ADD<br>D = DELETE<br>R = REPLACE (ALL TRANS TYPE)   |
| 14 - 27      | X (14)  | DETAIL INFO (DEPENDENT ON TRANS TYPE)<br>IF TYPE=I - ZERO FILLED<br>IF TYPE=P - PHONE # (NPANXXYYYYBBBB)<br>NPA = AREA CODE<br>NXX = EXCHANGE<br>YYYY = EXTENSION<br>BBBB = SPACES<br>IF TYPE=R - EXPIRATION DATE (CCYYMMDD000000) |
| 28 - 28      | X (01)  | HEARING IMPAIRED INDICATOR (FOR TYPE I ONLY)<br>IF TYPE=I 1=HEARING IMPAIRED PIN<br>2=TTY ENABLED PIN<br>BLANK=NEITHER 1 OR 2<br>NOTE: FIELD IS BLANK FOR TYPE P & R   |
| 29 - 29      | X (01)  | TTY/TRS INDICATOR (FOR TYPE P ONLY)<br>IF TYPE=P 1=TTY PHONE #<br>2=TRS PHONE #<br>BLANK=NON TTY/TRS PHONE #<br>NOTE: FIELD IS BLANK FOR TYPE I & R  |
| 30 - 48      | X (19)  | FILLER SPACES  |

**Inmate Information Transmission File Layout****Trailer Record Layout**

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE                 |
|--------------|---------|---|
| 01 - 03      | X (03)  | RECORD TYPE - 'TRL'                       |
| 04 - 09      | 9 (06)  | C.O.B. DATE (YYMMDD)                      |
| 10 - 16      | X (07)  | FILLER                                    |
| 17 - 19      | 9 (03)  | COMPANY NUMBER - 100 (FOR USAN)           |
| 20 - 29      | X (10)  | COMPANY NAME - 'USAN                      |
| 30 - 37      | 9 (08)  | RECORD COUNT (INCLUDING HEADER & TRAILER) |
| 38 - 43      | X (06)  | FILE NAME - 'INMATE'                      |
| 44 - 48      | X (05)  | FILLER SPACES                             |

**1.6 ANI Transmission File Layout****Header Record Format**

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE       |
|--------------|---------|---------------------------------|
| 01 - 03      | X (03)  | RECORD TYPE - 'HDR'             |
| 04 - 09      | X (06)  | C.O.B. DATE (YYMMDD)            |
| 10 - 16      | X (07)  | FILLER – SPACES                 |
| 17 - 19      | 9 (03)  | COMPANY NUMBER - 100 (FOR USAN) |
| 20 - 29      | X (10)  | COMPANY NAME - 'USAN            |
| 30 - 37      | X (08)  | FILLER – SPACES                 |
| 38 - 43      | X (06)  | FILE NAME - 'ANI'               |
| 44 - 80      | X (37)  | FILLER – SPACES                 |



## Detail Record Format

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE  |
|--------------|---------|--|
| 01 - 03      | X (03)  | RECORD TYPE - 'DTL'  |
| 04 - 13      | 9 (10)  | ANI PHONE NUMBER (AAASSSNNNN)<br>AAA = AREA CODE<br>SSS = SITE CODE<br>NNNN = TRUNK NUMBER |
| 14 - 16      | X (03)  | FACILITY CODE  |
| 17 - 28      | X (12)  | FACILITY NAME  |
| 29 - 44      | X (16)  | ANI LOCATION   |
| 45 - 45      | X (01)  | RECEPTION INDICATOR – SPACE  |
| 46 - 50      | X ( 05) | AUDIO LINE   |
| 51 - 51      | X (01)  | TRANSACTION TYPE<br>A = ADD<br>D = DELETE  |
| 52 - 52      | X (01)  | CLASS OF SERVICE<br>'1' THROUGH '5'  |
| 53 - 53      | X (01)  | TTY INDICATOR (Y OR BLANK)   |
| 54 - 80      | X (27)  | FILLER – SPACES  |

**ANI Transmission File Layout**

## Trailer Record Layout

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE                 |
|--------------|---------|---|
| 01 - 03      | X (03)  | RECORD TYPE - 'TRL'                       |
| 04 - 09      | X (06)  | C.O.B. DATE (YYMMDD)                      |
| 10 - 16      | X (07)  | FILLER – SPACES                           |
| 17 - 19      | X (03)  | COMPANY NUMBER - 100 (FOR USAN)           |
| 20 - 29      | X (10)  | COMPANY NAME - 'USAN                      |
| 30 - 37      | 9 (08)  | RECORD COUNT (INCLUDING HEADER & TRAILER) |
| 38 - 43      | X (06)  | FILE NAME - 'ANI                          |
| 44 - 80      | X (37)  | FILLER – SPACES                           |

## Record Layouts

## ANI Phone Registration – Class of Service Levels

| LEVEL       | DEFINITION                    |
|-------------|-------------------------------|
| 1 (Default) | PIN Required                  |
|             | Calling List Required         |
|             | Disciplinary Hold Applies     |
| 2           | PIN Required                  |
|             | Calling List Required         |
|             | Disciplinary Hold NOT Applied |
| 3           | PIN Required                  |
|             | Calling List NOT Required     |
|             | Disciplinary Hold Applies     |
| 4           | PIN Required                  |
|             | Calling List NOT Required     |
|             | Disciplinary Hold NOT Applied |
| 5           | PIN NOT Required              |
|             | Calling List NOT Required     |
|             | Disciplinary Hold NOT Applied |

## 1.7 Undercustody Location File Layout

### Header Record Format

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE       |
|--------------|---------|---------------------------------|
| 01 - 03      | X (03)  | RECORD TYPE - 'HDR'             |
| 04 - 09      | 9 (06)  | C.O.B DATE (YYMMDD)             |
| 10 - 16      | X (07)  | FILLER SPACES                   |
| 17 - 19      | 9 (03)  | COMPANY NUMBER - 100 (FOR USAN) |
| 20 - 29      | X (10)  | COMPANY NAME - 'USAN            |
| 30 - 37      | X (08)  | FILLER SPACES                   |
| 38 - 43      | X (06)  | FILENAME - 'LOCATOR'            |
| 44 - 48      | X (05)  | FILLER SPACES                   |

### Detail Record Format

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE              |
|--------------|---------|--|
| 01 - 03      | X (03)  | RECORD TYPE - 'DTL'                    |
| 04 - 11      | 9 (08)  | PIN NUMBER                             |
| 12 - 13      | X (02)  | FACILITY CODE                          |
| 14 - 14      | X (01)  | POSSIBLE FUTURE USE (SUBDIVISION CODE) |
| 15 - 48      | X (34)  | FILLER SPACE                           |

### Trailer Record Layout

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE                 |
|--------------|---------|---|
| 01 - 03      | X (03)  | RECORD TYPE - 'TRL'                       |
| 04 - 09      | 9 (06)  | C.O.B. DATE (YYMMDD)                      |
| 10 - 16      | X (07)  | FILLER SPACES                             |
| 17 - 19      | 9 (03)  | COMPANY NUMBER - 100 (FOR USAN)           |
| 20 - 29      | X (10)  | COMPANY NAME - 'USAN                      |
| 30 - 37      | 9 (08)  | RECORD COUNT (INCLUDING HEADER & TRAILER) |
| 38 - 43      | X (06)  | FILENAME - 'LOCATOR'                      |
| 44 - 48      | X (05)  | FILLER SPACES                             |



## 1.8 Locator Change File Layout

### Header Record Format

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE       |
|--------------|---------|---------------------------------|
| 01 - 03      | X (03)  | RECORD TYPE - 'HDR'             |
| 04 - 09      | 9 (06)  | C.O.B DATE (YYMMDD)             |
| 10 - 16      | X (07)  | FILLER SPACES                   |
| 17 - 19      | 9 (03)  | COMPANY NUMBER - 100 (FOR USAN) |
| 20 - 29      | X (10)  | COMPANY NAME - 'USAN            |
| 30 - 37      | X (08)  | FILLER SPACES                   |
| 38 - 43      | X (06)  | FILENAME - 'LOCCHG'             |
| 44 - 48      | X (05)  | FILLER SPACES                   |

### Detail Record Format

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE              |
|--------------|---------|--|
| 01 - 03      | X (03)  | RECORD TYPE - 'DTL'                    |
| 04 - 11      | 9 (08)  | PIN NUMBER                             |
| 12 - 13      | X (02)  | FACILITY CODE                          |
| 14 - 14      | X (01)  | POSSIBLE FUTURE USE (SUBDIVISION CODE) |
| 15 - 48      | X (34)  | FILLER SPACE                           |

### Trailer Record Layout

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE                 |
|--------------|---------|---|
| 01 - 03      | X (03)  | RECORD TYPE - 'TRL'                       |
| 04 - 09      | 9 (06)  | C.O.B. DATE (YYMMDD)                      |
| 10 - 16      | X (07)  | FILLER SPACES                             |
| 17 - 19      | 9 (03)  | COMPANY NUMBER - 100 (FOR USAN)           |
| 20 - 29      | X (10)  | COMPANY NAME - 'USAN                      |
| 30 - 37      | 9 (08)  | RECORD COUNT (INCLUDING HEADER & TRAILER) |
| 38 - 43      | X (06)  | FILENAME - 'LOCCHG'                       |
| 44 - 48      | X (05)  | FILLER SPACES                             |

## 1.9 Call Detail Transmission File Layout

### Header Record Format

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE       |
|--------------|---------|---------------------------------|
| 01 - 03      | X (03)  | RECORD TYPE - 'HDR'             |
| 04 - 09      | 9 (06)  | C.O.B DATE (YYMMDD)             |
| 10 - 16      | X (07)  | FILLER SPACES                   |
| 17 - 19      | 9 (03)  | COMPANY NUMBER - 100 (FOR USAN) |
| 20 - 29      | X (10)  | COMPANY NAME -'USAN             |
| 30 - 80      | X (51)  | FILLER SPACES                   |

### Detail Record Format

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE  |
|--------------|---------|--|
| 01 - 03      | X (03)  | RECORD TYPE - 'DTL'  |
| 04 - 11      | 9 (08)  | CALLING DATE (CCYYMMDD)  |
| 12 - 21      | 9 (10)  | ANI PHONE NUMBER (AAASSSNNNN)<br>AAA = AREA CODE<br>SSS = SITE CODE (FACILITY CODE)<br>NNNN = TRUNK NUMBER |
| 22 - 35      | X (14)  | PHONE CALLED (NPANXXYYYYBBBB)<br>NPA = AREA CODE<br>NXX = EXCHANGE<br>YYYY = EXTENSION<br>BBBB = SPACES    |
| 36 - 49      | X (14)  | BILLING NUMBER (NPANXXYYYYBBBB)  |
| 50 - 55      | 9 (06)  | TIME CALLED (HHMMSS)   |
| 66 - 61      | 9 (06)  | ELAPSED TME (MMMMSS)   |
| 62 - 63      | 9 (02)  | CALL TYPE (00 OR 01)   |
| 64 - 64      | X (01)  | BILLABLE (Y OR N)  |
| 65- 72       | X (08)  | PIN (8 DIGIT PIN)  |
| 73 - 73      | X (01)  | LOCAL (L OR N)   |
| 74 - 75      | X (02)  | INCOMPLETE CODE (BLANK FOR COMPLETED CALLS)  |
| 76 - 77      | X (02)  | THIRD PARTY CALL DETECT COUNTER  |
| 78 - 78      | X (01)  | THIRD PARTY CALL DETECT ACTION   |
| 79 - 79      | X (01)  | RECORDING INDICATOR (A, B OR BLANK)  |
| 80 - 80      | X (01)  | TTY/TRS INDICATOR (1=TTY, 2=TRS, OR BLANK)   |



**Call Detail Transmission File Layout****Trailer Record Layout**

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE                 |
|--------------|---------|---|
| 01 - 03      | X (03)  | RECORD TYPE - 'TRL'                       |
| 04 - 09      | 9 (06)  | C.O.B. DATE (YYMMDD)                      |
| 10 - 16      | X (07)  | FILLER SPACES                             |
| 17 - 19      | 9 (03)  | COMPANY NUMBER - 100 (FOR USAN)           |
| 20 - 29      | X (10)  | COMPANY NAME - 'USAN                      |
| 30 - 37      | 9 (08)  | RECORD COUNT (INCLUDING HEADER & TRAILER) |
| 38 - 80      | X (43)  | FILLER SPACES                             |

**Call Detail File – Incomplete Call Reasons**

| CODE  | DEFINITION  |
|-------|---|
| 01    | Global Block - person called and asked not to get collect calls from Inmates.                       |
| 02    | Call not made during operating hours.   |
| 03    | NY Telephone or some other telephone company has a block on the Number - usually due to nonpayment. |
| 04    | Invalid PIN - inmate punched in a PIN # that could not be validated.                                |
| 05    | Number dialed was not on the inmate's active Personal Calling List.                                 |
| 06    | Inmate denied phone privileges by DOCCS for disciplinary reasons.                                   |
| 07    | Historical.   |
| 08    | Inmate hung up during the initial hold period.  |
| 09    | Public Pay Phone.   |
| 10-13 | MCI/Support Operations Issue.   |
| 14    | Busy - party called was already on the line.  |
| 15    | Party called was not home or failed to pick up within 6 rings.                                      |
| 16    | Inmate hung up while party called was listening to message.   |
| 17    | Party called declined the collect call.   |
| 18    | Historical.   |
| 19    | MCI/Support Operations Issue.   |
| 20    | 7 Day Window for self-learning has expired.   |

| CODE  | DEFINITION   |
|-------|--|
| 21    | List Full. Not allowed. Inmate called new number while on self-learning. |
| 22    | Limit of 6 non-accepted calls to a number was exceeded.                  |
| 23    | Unable to validate. Could not access validation server.                  |
| 24    | DOCCS Security Block.  |
| 25    | Customer requested block.  |
| 26    | VAC non-payment block.   |
| 27    | VAC tease block.   |
| 28    | PIN # not registered at facility.  |
| 29    | Validation server responded with error.                                  |
| 30    | Account Suspended - VAC restriction due to depleted credit.              |
| 31    | Extra digits dialed.   |
| 32    | Technical issue.   |
| 33    | Inmate dialed 0.   |
| 34-35 | MCI issue.   |
| 36    | Invalid number dialed.   |
| 38    | PIN search failed.   |
| 39    | PIN in use.  |



## 2.0 Weekly Exchanges

### 2.1 Vendor to DOCCS Data Exchange

Each week on Sunday morning, the vendor will transmit to DOCCS a file for Inmate data reconciliation. DOCCS will reconcile their data with the vendors' data. Any exception will be transmitted back to the vendor in the same format as the daily Inmate Information Transmission File.

### 2.2 Weekly Inmate Reconciliation File Layout

#### Record Layout

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE   |
|--------------|---------|---|
| 01 - 08      | X (08)  | INMATE PIN  |
| 09-09        | X(01)   | FILLER SPACE  |
| 10 -19       | 9(10)   | REGISTERED PHONE NUMBER<br>PHONE#(AAABBBCCCC)<br>AAA=AREACODE<br>BBB=EXCHANGE<br>CCCC=EXTENSION<br><br>SPACE FILL WHEN INDICATING THAT AN INMATE HAS A PHONE RESTRICTION FOR THE INITIAL RESTRICTION RECORD. FOR EACH ADDITIONAL RECORD, PROVIDE EACH SPECIFIC PHONE NUMBER THAT INMATE HAS REGISTERED, BUT CAN NOT TEMPORARLY CALL DUE TO A RESTRICTION.<br><br>SPACE FILL FOR INITIAL INMATE PHONE REGISTRATION RECORD. FOR EACH ADDITIONAL RECORD, INDICATING EACH SPECIFIC PHONE NUMBER THAT INMATE HAS REGISTERED ACTUAL PHONE NUMBER IS TO BE PROVIDED. |
| 20 – 24      | X (05)  | FILLER SPACES   |
| 25 - 25      | X (01)  | RESTRICTION<br>VALUE 'R' OR 'Y' FOR RESTRICTION TRANSACTIONS<br>VALUE 'U' FOR INMATE PHONE NUMBER REGISTRATION TRANSACTIONS   |
| 26 - 28      | X 03)   | FILLER SPACES   |
| 29- 36       | 9 (08)  | RESTRICTION END DATE – CCYYMMDD FORMAT<br>ZERO FILLED WHEN NOT APPLICABLE   |
| 37 – 41      | X (05)  | FILLER SPACES   |
| 42 – 42      | X(01)   | HEARING IMPAIRED INDICATOR  |
| 43 – 43      | X(01)   | FILLER SPACES   |
| 44 – 44      | X(01)   | TTY/TRS INDICATOR   |
| 45 – 45      | X(01)   | FILLER SPACES   |
| 46 – 53      | X(08)   | DATE ADDED – CCYYMMDD FORMAT  |

## 3.0 Monthly Exchanges

### 3.1 Vendor to DOCCS Data Exchange

Each month the vendor will transmit to DOCCS a file of all inmate calls made and billed for a given month. Vendor has 3 months to get all billed calls to DOCCS. For example, in January vendor will send file of calls made and billed in October of the previous year.

### 3.2 Monthly Billing Reconciliation File Layout

#### Record Layout

| REC POSITION | PICTURE | FIELD DESCRIPTION – VALUE   |
|--------------|---------|---|
| 01 - 11      | X (11)  | RECORD ID   |
| 12-22        | 9(11)   | FILLER - ZERO FILL  |
| 23 -25       | X(03)   | CALL TYPE<br>CRE=CREDIT-COLLECT<br>DIR=DIRECT-BILL<br>PRE=PRE-PAY<br>BNB=BILLABLE, BUT NOT BILLED |
| 26 – 33      | 9 (08)  | CALL DATE – CCYYMMDD FORMAT   |
| 34 - 34      | 9 01)   | FILLER - ZERO FILL  |
| 35- 40       | 9 (06)  | CALL TIME – HHMMSS FORMAT   |
| 41 – 45      | 9 (05)  | CALL DURATION – MMMMM (MINUTES) FORMAT  |
| 46 – 48      | 9(03)   | CALL DURATION – SSS (SECONDS) FORMAT  |
| 49 – 55      | 9(07)   | CHARGES – 9999999 - FORMAT  |
| 56 – 56      | 9(01)   | FILLER - ZERO FILL  |
| 57 – 61      | 9(05)   | SURCHARGE – 99999 FORMAT - ZERO FILL WHEN NOT APPLICABLE  |
| 62 – 66      | 9(05)   | FILLER - ZERO FILL  |
| 67– 76       | 9(10)   | CALLED FROM PHONE NUMBER<br>PHONE#(AAABBBCCCC)<br>AAA=AREACODE<br>BBB=EXCHANGE<br>CCCC=EXTENSION  |
| 77 – 84      | 9(08)   | FILLER - ZERO FILL  |
| 85 – 94      | 9(10)   | PHONE NUMBER CALLED<br>PHONE#(AAABBBCCCC)<br>AAA=AREACODE<br>BBB=EXCHANGE<br>CCCC=EXTENSION       |
| 95 - 106     | X(12)   | FACILITY NAME AND STATE   |

**ATTACHMENT E RANGE OF ACADEMIC CAPABILITIES FOR  
TABLETS**

NYS Department of Corrections and Community Supervision  
Range of Academic Capabilities for Tablets

The contents of the tablets should provide a range of academic capabilities. Materials in the following major categories are required for the requested phone tablets:

**Educational Materials:**

**Literacy Materials** must cover all levels of readability and be available in Spanish at the following levels:

- **Low-level reading materials** for ABE and inmates with limited English proficiency. These materials should encompass basic vocabulary, short paragraphs, and simple sentences.
- **Mid-level reading materials** with longer selections and more complex ideas.
- **Upper-level reading materials** that require higher level thinking skills, include complex ideas, and be longer in length.

These materials should be comprised of books, texts, or passages.

**Mathematics:** Content must include very basic concepts such as the following:

- Operations of addition, subtraction, multiplication of whole numbers
- More advanced concepts such as algebra, probability, problem solving skills, etc.

**Educational Games**

**Games** should be educational in nature such as, but not limit to, the following:

- Problem solving
- Crosswords
- Word search

**Religion**

Provide content as outlined on the attached table.



NYS Department of Corrections and Community Supervision  
Range of Academic Capabilities for Tablets

| Major Religion            | Texts (Visual & Audio for each is recommended)  |
|---------------------------|---|
| Asatru (Odinist/Wotanist) | Books on the religion (3-5)   |
| Buddhist                  | Books on the religion and meditation (3-5)  |
| Greek Orthodox            | <ul style="list-style-type: none"> <li>• Bible</li> <li>• Liturgical books of the Orthodox Church</li> </ul>  |
| Hindu                     | <ul style="list-style-type: none"> <li>• Vedas: the Rig Veda, Sama Veda, Yajur Veda</li> <li>• Atharva Veda Bhagavad Gita (Both are required)</li> </ul>  |
| Islam                     | <ul style="list-style-type: none"> <li>• The Hadith, The meanings of the Noble Qur'an is allowed.</li> <li>• 2010 version by Dr. Muhammad Taqi-ud-Din Al-Hilali and Dr. Muhammad Muhsin Khan-Darussalam</li> <li>• Qur'ans by other authors are allowed as well.</li> <li>• (Both Qur'an and Hadith are required.)</li> </ul> |
| Jehovah's Witnesses       | <ul style="list-style-type: none"> <li>• Bible (New World Translation)</li> <li>• The Watch Tower</li> <li>• The Awake</li> </ul>   |
| Jewish                    | <ul style="list-style-type: none"> <li>• Torah</li> <li>• Talmud and prayer books</li> <li>• Books of Judaism</li> </ul>  |
| Moorish Science Temple    | <ul style="list-style-type: none"> <li>• Holy Koran</li> <li>• Oral statements of Prophet Noble Drew Ali</li> <li>• Divine Constitution and by-laws</li> <li>• Mufti law books</li> <li>• Branch Temple information</li> <li>• Moorish-American newspaper</li> <li>• Moorish Science literature</li> </ul>                    |
| Mormon                    | <ul style="list-style-type: none"> <li>• King James Bible</li> <li>• Book of Mormon</li> <li>• The Doctrine and Covenants</li> <li>• The Pearl of Great Price</li> <li>• Ensign, a monthly church magazine</li> <li>• Gospel Principles, a church publication</li> </ul>  |
| Nation of Gods and Earths | <ul style="list-style-type: none"> <li>• 120 Degrees, The Supreme Alphabet and Mathematics (DOCCS-approved version)</li> <li>• Five Percenter newspaper</li> <li>• History of Allah</li> <li>• Talmud</li> </ul>  |
| Nation of Islam           | <ul style="list-style-type: none"> <li>• Final Call newspaper</li> <li>• History of Islam</li> <li>• History of the Nation of Islam</li> <li>• Books on Louis Farrakhan, Ward Fard, and Elijah Muhammad</li> </ul>  |
| Native American           | <ul style="list-style-type: none"> <li>• The Constitution of the Five Nation</li> <li>• Traditional Teachings</li> <li>• Clanology</li> <li>• Basic Call to Consciousness</li> <li>• Thanks Giving Address: Greeting to the Natural World Roots of the Iroquois</li> </ul>  |

NYS Department of Corrections and Community Supervision  
Range of Academic Capabilities for Tablets

| Major Religion         | Texts (Visual & Audio for each is recommended)   |
|------------------------|--|
| Protestant             | <ul style="list-style-type: none"> <li>• Bible</li> <li>• Missal/Hymnal</li> <li>• Prayer book</li> <li>• Books on Christianity</li> <li>• Christian Music</li> </ul>  |
| Quakers                | <ul style="list-style-type: none"> <li>• Bible</li> </ul>  |
| Rastafarian            | <ul style="list-style-type: none"> <li>• Holy Piby</li> <li>• King James Bible</li> <li>• Kebra Negast</li> <li>• Books on Rastafari Movement, Bob Marley, Haile Selassie, Marcus Garvey, Ethiopia, Empress Menen</li> <li>• Reggae Music</li> </ul> |
| Santeria               | <ul style="list-style-type: none"> <li>• Books on Santeria religion</li> <li>• Books on Santeria Orishas (Both are required)</li> </ul>  |
| Seventh Day Adventists | <ul style="list-style-type: none"> <li>• Bible</li> </ul>  |
| Shetaut Neter          | <ul style="list-style-type: none"> <li>• Neterian Spirituality and Shetaut Neter Chant, Songbook, Meditation and Devotional Worship Manual</li> <li>• Shetaut Neter African Religion</li> <li>• Principles of African Religion</li> </ul>            |
| Sikh                   | <ul style="list-style-type: none"> <li>• Prayer book called a Gutka</li> <li>• Books on the Religion</li> </ul>  |
| Wicca                  | <ul style="list-style-type: none"> <li>• Book of Shadows</li> <li>• Books on the Religion</li> </ul>   |





# Corrections and Community Supervision

ANDREW M. CUOMO  
Governor

ANTHONY J. ANNUCCI  
Acting Commissioner

## **Addendum I to RFP 2016-02, Inmate Telephone System**

### **Vendor Assurance of No Conflict of Interest or Detrimental Effect**

The Firm offering to provide services pursuant to this Request for Proposals 2016-02, *Inmate Telephone System*, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this RFP does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP 2016-02, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

## Addendum I to RFP 2016-02, Inmate Telephone System

6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP 2016-02, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this RFP 2016-02 should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

**“Accepted and Agreed To”:**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature                      Name                      Title                      Date



# Corrections and Community Supervision

ANDREW M. CUOMO  
Governor

ANTHONY J. ANNUCCI  
Acting Commissioner

## **Addendum II to RFP 2016-02, Inmate Telephone System**

### **Amended Language and Amended Cost Proposal Form (Appendix H)**

The NYS Department of Corrections and Community Supervision (DOCCS), is amending the sections of the Request for Proposals (RFP) 2016-02, *Inmate Telephone System*, as noted below. In addition, based on the changes to the language in the following sections and the *Official Responses to Questions*, DOCCS is amending the Appendix H, *Cost Proposal Form*.

Bidders must sign the acknowledgement at the end of this Addendum II to illustrate their understanding of, and agreement with, the changes represented herein and agreement to use the attached Appendix H, Amended Proposal Cost Form, to complete the requisite Cost Proposal for this RFP solicitation.

The following RFP subsections are hereby replaced by the specific language below:

#### **3.10 INFORMATION OWNERSHIP**

DOCCS shall own all inmate data and call recordings and DOCCS' information developed, stored or used in the ITS. Vendor shall provide DOCCS access to customer account records excluding private financial data.

#### **3.12 PHASE-OUT PLAN**

The vendor shall provide DOCCS with a full explanation of how it will handle a transition to a succeeding vendor at the end of the contract period. The plan must describe how the vendor will 1) provide any and all data including call recordings to the succeeding vendor or DOCCS in a manner that will allow DOCCS to access individual recordings using the succeeding vendor's system; or 2) a mechanism that will allow DOCCS to search for and access individual recordings for up to one year after the transition is complete. The plan must also describe how "Flagged" call recordings, which are retained indefinitely, will be provided and/or made accessible to DOCCS following the transition to the succeeding vendor. The plan must also describe how the proposed transition plan will maintain the chain of custody of individual recordings, whether Flagged or not, should they be needed as evidence following the transition to the new system. Any DOCCS-owned equipment located outside DOCCS' sites, such as recording equipment and software, must be provided to the next contractor or DOCCS at no cost. DOCCS shall own all premised-based equipment installed and all data.

## Addendum II to RFP 2016-02, Inmate Telephone System

### 7.2.1 Domestic

The rate proposed and charged by the vendor shall be a single, per minute rate inclusive of all vendor fees, connect charges or other costs for all calls within the United States, its territories and protectorates, and Canada. The rate shall be the same for pre-paid and collect calls. Call rates may not exceed \$0.050.

### 7.2.2 International

Although DOCCS does not allow international calls currently, the vendor shall propose a rate structure for international calls detailing rates by country. The rates for international calls shall be a single per minute rate by country inclusive of all vendor fees, connect charges or other costs. DOCCS reserves the right to implement any alternative international calling services and does not guarantee minimum international calling volume. Any location not within the area defined as covered by the domestic rate as detailed above shall be treated as international. The rate for each country shall be the same rate for pre-paid and collect calls. Also, please propose a blended rate that would be applicable for all countries at a per-minute rate.

In addition, based on the changes to the RFP 2016-02 language above, please use the attached Appendix H, *Amended Cost Proposal Form*, attached to this Addendum II.

As provided in the response to Question 47 in the *Official Responses to Questions*, please note that DOCCS will not entertain bids with a vendor as a prime on one bid and a subcontractor to another bid. Additionally, each vendor may only be part of one submission."

### "Accepted and Agreed To"

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name Title Date

STATE OF NEW YORK

)

) SS:

County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, \_\_\_\_\_, that he/she is the \_\_\_\_\_, of the \_\_\_\_\_, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC

## **Amended Appendix H Cost Proposal Form**

Prime Contractor Name: \_\_\_\_\_

Subcontractor Name(s) if applicable: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**Instructions:** Complete the Amended Cost Proposal Form showing the costs for the Contract Services requested. The costs shall be considered to be inclusive of all travel, overhead, profit, and administrative expenses. The cost proposal form shall be submitted in a separate self-addressed stamped envelope in the event the Bidder is disqualified and the Cost Proposal is unopened and returned.

Vendor shall provide rates based on three decimal places (e.g. \$0.000). Rates shall apply only from the called party's acceptance of a call until the call is terminated rounded to the **nearest** whole minute (calls lasting up to and including 29 seconds over a whole minute shall be rounded down, calls greater than or equal to 30 seconds over a whole minute shall be rounded up.) There shall be no charge for the time for prompts, rate information or other functions. There shall be no additional charges or fees added to the cost of a call.

**Domestic Rate:** The rate proposed and charged by the vendor shall be a single, per-minute rate inclusive of all vendor fees, connect charges and/or other costs for all calls within the United States, its territories and protectorates, and Canada. **Call rates may not exceed \$0.050.**

| Domestic per Minute Rate | Total Cost per Minute<br>(including vendor fees, &<br>surcharges) |
|--------------------------|---|
|                          |   |

**International Rates:**

The vendor shall propose a rate structure for international calls detailing rates by country. The rates for international calls shall be single, per-minute rates by country inclusive of all vendor fees, connect charges and/or other costs. DOCCS reserves the right to implement any alternative international calling services and does not guarantee minimum international calling volume. Any location not within the area defined as covered by the domestic rate as detailed above shall be treated as international.

| Country | Total Cost per Minute<br>(including vendor fees, &<br>surcharges) |
|---------|---|
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |



**Account Holder Fees:**

Itemize any fees below that may be incurred by account holders throughout the entire use and closure of the account:

| <b>Account Fees</b>                                 | <b>Amount Charged<br/>Account Holders</b> |
|---|---|
| Example: <i>Automated payment fees</i> <sup>1</sup> | \$3.00                                    |
|   |   |
|   |   |
|   |   |
| Total of all fees:                                  |   |

**Federal and State Surcharges and Taxes:**

Identify all federal and state surcharges and taxes that will be applied to the proposed rates for direct-billed and prepaid calls (**do not include amount of tax or surcharge**):

| <b>Taxes and Surcharges</b> |
|-----------------------------|
|                             |
|                             |
|                             |
|                             |
|                             |

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<sup>1</sup> Automated payments include payments by interactive voice response (IVR).

**Application Cover Sheet**

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**NYS Department of Corrections and Community Supervision**

**RFP 2016-02, Inmate Telephone System**

**Return this page with the Technical Proposal as Cover Sheet.**

**Applicant Legal Name:** Securus Technologies, Inc.

**Contact Person:** Robert E. Pickens

**Business Address:** 14651 Dallas Parkway, Ste. 600

Dallas, TX 75254-8815

**Phone:** (972) 277-0300 **E-Mail Address:** bpickens@securustechnologies.com

**Fax:** (972) 277-0514 **Website Address:** www.securustechnologies.com

**Federal ID#:** 75-2722144 **NYS Vendor ID#:** 1100163749

---

**Submitted By:**

**Name of Authorized Official:** Robert E. Pickens

**Title of Authorized Official:** President

**Signature of Authorized Official:** 

**Date:** January 19, 2017

**Note:** Signature binds applicant to a firm offer for a 120-day period from the date of the submission

---

**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC**  
**ACKNOWLEDGMENT**

STATE OF Texas                )  
COUNTY OF Dallas          ) ss.

On the 19 day of January \_\_\_\_\_ in the year 20 17, before me personally appeared Robert E. Pickens, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 14851 Dallas Parkway, Suite 600

Town of Dallas \_\_\_\_\_

County of Dallas State of Texas

and further that: [Check One]

☐ If an individual: he executed this foregoing instrument in his/her name and on his/her own behalf.

✓ If a corporation: he is the President of Securus Technologies, Inc. the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ **If a partnership:** he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ If a limited liability company: he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

*David M. Rudin*  
Notary Public  
Registration No.

**RETURN BOTH PAGES AS PART OF THE PROPOSAL**

RFP 2016-02

# **INMATE TELEPHONE SYSTEM - TECHNICAL**



We exist to  
**SERVE** and  
**CONNECT**  
to make our  
world safe.

An RFP Solution Prepared for:  
NYS-DOCCS  
Inmate Telephone System  
January 23, 2017

Presented to:  
Ms. Velma Berry  
Contract Procurement Unit  
NYS-DOCCS  
550 Broadway  
Menands, NY 12204

Presented by:  
**Adam Mercer**  
Advisory Account Executive  
Sales-DOC  
Securus Technologies, Inc.  
14651 Dallas Parkway  
Suite 600  
Dallas, TX 75254

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# COVER LETTER

January 23, 2017

Velma Berry  
NYS Department of Corrections & Community Supervision  
Division of Support Operations / Contract Procurement Unit  
550 Broadway  
Menands, NY 12204

Dear Ms. Berry,

Securus Technologies, Inc. (hereinafter referred to as "Securus"), appreciates the opportunity to submit our response to RFP2016-02 related to Inmate Telephone System for the New York State Department of Corrections and Community Supervision (DOCCS).

The Securus Team held numerous meetings with the DOCCS ahead of this RFP release. The meetings gave Securus a better understanding of the needs and challenges faced by the DOCCS. We have listened to the DOCCS and are pleased to offer a comprehensive suite of solutions that exceeds your RFP requirements and enhances the capabilities available to your security and investigations staff – a priority for you according to your directives at the Bidders' Conference. In fact, we have listened to you and have included three distinct additions that go above and beyond your RFP requirements:

1. Securus understands the challenges that contraband, especially cell phones, present to DOCCS. To assist you in combating this issue, Securus is including 98 CellSense detection devices, manufactured by MetraSens. Cellsense is a portable, ferrous-metal detection system that detects all cell phones regardless if it is switched on or off or concealed in a body cavity. It also alerts to other ferrous metal contraband on/in inmates such as shanks, knives, razors, lighters, tattoo guns . . . etc. Cellsense conducts a full body scan in a single walk-by and can screen up to 30 people per minute. It can also be placed horizontally to quickly screen mattresses, laundry, and mail or hung up on the wall to screen staff and visitors.
2. Securus is pleased to exceed the requirement for tablets in this RFP by offering **not 5000, but 12,000 tablets** pre-loaded with the required content. Securus believes in the importance of education for inmates and the positive impact that it has on morale, self-worth and recidivism. That is why we are going the extra mile to help DOCCS deliver the best inmate educational programs in the country.
3. In addition, this proposal includes the provision of ***two (2) full-time tablet administrators*** to facilitate the tablet program at the direction of DOCCS. These individuals will operate within the guidelines set forth by DOCCS personnel and will assist the DOCCS Educational staff is delivering meaningful learning opportunities to the inmate population.

Since your last RFP, Securus has grown significantly, and, in fact, has invested over \$670M to expand our capabilities. This includes the acquisition of Guarded Exchange, the backbone of our Investigative Support team. We have also acquired JPay so that we can provide our clients with electronic funds transfer services, tablets and video visitation services that have been proven solutions in the DOC market for years. We acquired JLG Technologies to ensure we have the best call player and voice identification biometric capability in the industry. All of these and other investments demonstrate our commitment to our existing clients, such as DOCCS, and have put us in the leadership position in the industry. We now have the broadest solution set in the industry.

Our proposed solution far exceeds the current technology solutions provided to DOCCS by adding new security and investigative resources and capabilities, as well as the best voice biometrics system to positively identify inmates on phone calls. We will add new capabilities to assist with call monitoring and investigative staff. And, we will meet the Minority and Women owned business goals as set forth in the RFP. We will maintain 100% responsibility for your local service and support for your facilities so that we can improve your service levels and ensure that you have certified, qualified technicians available as we transition to new technologies in your facilities.

By selecting Securus for your inmate communications and investigative services requirements, you will be blazing a new trail of technology advancement and innovation for DOCCS. You will be able to easily deploy new technologies that have been developed since your last award, but have been denied to you by the limitations of your incumbent vendor. You will enable the deployment of industry leading security and investigative capabilities to enhance the productivity and efficiency of DOCCS administrators and investigators.

The Primary contact for the Securus bid will be:

Mr. Adam Mercer  
Advisory Account Executive – Sales, DOC  
Securus Technologies, Inc.  
14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254-8815  
[amercer@securustechnologies.com](mailto:amercer@securustechnologies.com)  
(904) 613-8477

We sincerely thank you for this opportunity to offer our proposal and look forward to participating in the next steps of the procurement process. The proposal submitted herein will remain in effect until the Comptroller has approved the award and a contract has been finalized.

Please note that I am authorized to legally bind the company.

Sincerely,



Robert E. Pickens

**President**

Securus Technologies, Inc.  
14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254-8815  
BPickens@securustechnologies.com

# EXECUTIVE SUMMARY



Connecting What  
**MATTERS**

## Executive Summary

Thank you for allowing Securus the opportunity to provide you with the best-in-class response to your RFP for an Inmate Telephone System. When we began meeting with DOCCS staff several years ago, we made two distinct promises to you:

1. That we had done our “homework” and understood how important it was for you to “close the gap” in terms of technologies that were available in the market but couldn’t be offered to you through your current contract, and
2. That Securus was committed to delivering capabilities, solutions and services that are continually being improved upon with your input

We are proud to present our response to your RFP – a response that you will find meets and exceeds the needs of DOCCS. Your RFP presents us with the opportunity to introduce new technologies and value-added services such as our industry leading voice biometrics and new investigative support services to assist your intelligence gathering. It also provides us with the opportunity to prove to you that Securus is the best partner to immediately and significantly advance the technology capabilities that are available to DOCCS staff, AND to continue the evolution of those capabilities throughout the life of the contract. Our



proposal also includes consideration of partnerships and capabilities that could provide DOCCS with additional capabilities such as offender tablets, secure e-messaging for inmates and new kiosks that are multi-functional and able to facilitate expanded inmate self-help capabilities.

## Proposal Strategy

Our strategy in developing our proposal has been to provide the absolute maximum in technology and investigative services, while also keeping DOCCS among the national leaders in terms of lowest calling rates. We have paid close attention to minimizing disruptions within your facilities and leveraging what we have learned over the course of our twenty-nine-plus year history. This experience allows us to develop new technologies and provide them as they become available.

In addition, Securus has seamlessly transitioned over 2,200 facilities from legacy competitors to our Secure Call Platform (SCP). Specifically, Securus has an excellent track record for transitioning Department of Corrections facilities from the Agencies' current inmate telephone system, including the States of Missouri, Connecticut, Louisiana and Pennsylvania. We have the most experienced team of design and installation professionals who are dedicated to making the transition to Securus seamless.

After reviewing your request for proposal, Securus is confident that our solution will completely meet or exceed all of the specifications set forth by the state agency. More specifically, our response will address the following evaluation criteria:

- **Technical Evaluation (95 points)** – The Securus Technical capabilities presented in this proposal are primarily centered on the Secure Call Platform (SCP), adding required improvements in functionality and features, and adding technical capabilities that address acute needs. We will immediately and significantly “close the gap” between the technologies and capabilities that are currently available to DOCCS and what is available in the market today. In addition, we will commit to advancing that technology throughout the contract and make those advances available to DOCCS, rather than holding them back as leverage for a new contract. We have paid specific attention to the need to “describe” all products and services throughout this document. It should be noted that Securus is prepared to demonstrate any of these capabilities as required through the evaluation process to ensure that DOCCS can effectively compare our proposed functional and technical capabilities to those of other vendors or bidders.

Here are just a few examples of the new capabilities that meet and exceed your requirements as part of our proposal:

- **Investigative Support** – Through our industry-first team of nearly 100 highly trained analysts, **we will monitor up to seven percent (7%) of all inmate calls** and provide live, real-time investigative analysis to establish links between selected inmates and called parties and to identify activities such as gang, drug, victimization, extortion and other nefarious activities.
- **Call Pattern Analysis and Alerting** with THREADS – In addition to the Investigative Support, we will utilize the only call pattern analysis and alerting solution that was designed and built exclusively for law enforcement and corrections use to identify trends within inmate calling patterns and issue an indicator when pattern changes occur.
- **Voice Recognition, Identification and Analysis** using Investigator Pro (IPRO)
  - Our first-in-the-industry ability to identify, not just *THAT* multiple inmate voices appear within a call, but will identify and report *THE NAMES* of all inmate voices that appear within a call – Investigator Pro will verify the inmate identity via voice identification AND continuously monitor every call to identify additional/different voices throughout the call.
- **Compare Called Parties by Voice** with Searchable Voice – This exclusive feature of *IPRO* compares called parties by voice and identifies potential matches for all inmate calls statewide. It gives investigators the ability to select a voice sample from either the inmate or called party side of an inmate's telephone call and then use that sample to search for all other calls where that voice occurs. **Tablets** –Securus has chosen to include not 5000, but 12,000 of the most widely-used inmate tablets in the entire country. These devices will come pre-loaded with DOCCS-approved and authorized content, including off-line entertainment, as well as educational and religious content and will also allow inmates to place telephone calls via the tablet from their cell, while maintaining all requirements and mandatory features of this RFP. Securus believes in the importance of education for inmates and the positive impact that it has on morale, self-worth and recidivism. That is why we are going the extra mile to help DOCCS deliver the best inmate educational programs in the country. In addition, this proposal includes the provision of two (2) full-time tablet administrators to facilitate the tablet program at the direction of DOCCS. These individuals will operate within the guidelines set forth by DOCCS personnel and will assist the DOCCS Educational staff in delivering meaningful learning opportunities to the inmate population.
- **MetraSens CellSense Cell Phone Detection** –Securus understands the challenges that contraband, especially cell phones, present to DOCCS. To assist you in combating this issue, Securus is including 98 CellSense detection devices, manufactured by MetraSens. Cellsense is a portable, ferrous-metal detection

system that detects all cell phones regardless if it is switched on or off or concealed in a body cavity. It also alerts to other ferrous metal contraband on/in inmates such as shanks, knives, razors, lighters, tattoo guns . . . etc. Cellsense conducts a full body scan in a single walk-by and can screen up to 30 people per minute. It can also be placed horizontally to quickly screen mattresses, laundry, and mail or hung up on the wall to screen staff and visitors.

- **MBE/WBE Participation** – Securus recognizes the importance of partnering with organizations that have historically been underutilized or disadvantaged in the workforce, such as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE). Securus is fully committed to partnering with these organizations on government contracts, and is fortunate enough to have close relationships with both PSRI Technologies (MBE) and G5 Tek Solutions (WBE). Both organizations contribute high levels of skill, experience and value to our proposal.
- **Cost Evaluation (5 points)** – Securus has proposed a competitive and balanced inmate call price in the enclosed Cost Proposal. Our price represents consideration for the need to reduce existing call pricing to reflect competitive market dynamics, but at the same time reflects a rational price that allows Securus to not only provide DOCCS with the latest in Corrections technology, but also to continue our investment in DOCCS' needs over the course of the contract.

## Why Choose Securus?

The RFP process will undoubtedly beg the question of why the New York State Department of Corrections and Community Supervision should select Securus. Securus believes that we can make the case for a DOCCS/Securus partnership by carefully considering two main questions.

1. Has Securus presented a proposal that exceeds the requirement of the current RFP?
2. Has Securus presented a proposal that exceeds the offerings of all other vendors' proposals in the critical areas that are of the most importance to DOCCS?

Let's analyze each of these questions separately:

## Proposing Solutions That Exceed the RFP Requirements

The Securus proposal has carefully considered the specific requirements of the RFP and we have proposed technologies that meet and exceed the requirements. Not only have we included the technologies that meet your requirements; we have bundled in additional capabilities such as providing detail on the location of the called party cell phone and the ability to identify called party voices on recordings. In this way, our proposal meets every requirement in the RFP and also includes enhancements to DOCCS investigative capabilities which exceed your expectations in every way.

We enhance our service and maintenance capabilities by deploying the very best service technicians who are highly trained and certified in all aspects of our business and are qualified to perform service on the new technologies included in our proposal.

## Securus Proposal versus the Competition

Unisys is *NOT* vested in the Inmate Telephone Business.

These are very tumultuous times in our industry. Companies are merging, new companies are forming and the availability of new technologies is accelerating. Securus stands alone as the only company to continually invest in the industry by purchasing companies delivering needed

technology and integrating new technologies into our portfolio. We are a much stronger company today than even five years ago. That is not the case with all vendors.

All of these factors suggest that Securus is a very different company than other vendors. It suggests that we will continue to invest in this industry and deliver technologies to our clients throughout the life of the contract. It is why Securus is able to offer technologies that no other vendor can offer, technologies that may not be on the current roadmap for DOCCS, but may become important over the course of the contract period. Our purchases of JPay and JLG Technologies represent opportunities for Securus to deploy new services and technologies that are fully integrated into our current solutions.

GTL as a subcontractor is *NOT* a technology company.

Our proposal includes Investigative Support capabilities that are not available from any other vendor. While undoubtedly, other vendors will propose a “me too” solution to our investigative capabilities; no other vendor can match the value proposition associated with an Investigative Support team that has benefited by five years of developmental efforts contributed by both DOCs and Securus, has historical processes and procedures in place that those DOC entities rely on daily, and is willing to do “whatever it takes” to assist DOCCS investigators in achieving their investigative goals.

## Partnerships with WBE, MBE and SDVE Organizations

Securus recognizes the importance of partnering with organizations that meet specific business criteria such as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE). Securus is fully committed to opportunities to partner with these organizations, and is fortunate enough to have several of them working on the project: PSRI Technologies (MBE) and G5 Tek Solutions (WBE). These organizations contribute high levels of skill, experience and value to our proposal and meet the State's criteria for each category.

## Consistent Account Management

We realize it is imperative that we meet with you frequently and that you can contact us anytime to discuss issues, concerns, or ideas. We understand your requirement for proactive, creative discussions with key departmental contacts so we can best design and develop the technologies that you most need to run your facility efficiently and safely. Advisory Account Executive, Adam Mercer, will lead the team and will draw from his past experience working with Departments of Corrections across the country.

## Continued Investment

We continue to invest heavily in both our own technology and complimentary technology that help us to better serve our partners' needs. We focus on acquiring technology, not simply customer accounts. We believe that our expanded offerings, such as **Investigative Support, Voice Biometric Identification** and **Tablets** help us to solve our current partners' challenges and attract new partners. Our acquisition strategy, coupled with our continuous enhancements to our centralized SCP calling platform, has created a technology and product base that is unmatched in the inmate communications industry. More importantly, unlike your incumbent vendor, Securus does not withhold new technologies when they become available. We do not hold our partners hostage in exchange for contract extensions. When technologies become generally available to our customer base, they are generally available to DOCCS. This means the SCP system that you receive on day one will continue to grow and evolve to meet the needs of New York State.

*Our competitors provide systems ... **Securus delivers solutions!!***

## Family Members and Friends Focus

Securus continues to focus on providing the industry's best service for the family members and friends of offenders. We continue to increase the number of associates serving offenders' loved ones from our multi-million dollar customer care center based in Dallas, Texas. Securus associates are available to assist family members and friends of offenders

24 hours a day, 7 days a week, and 365 day a year. Compare this to the offerings of our competitors, many of whom have significant gaps in live-person service each day.

### **Continued Training Opportunities Through Bi-annual Investigative Technology Workshops**

Securus recognizes the importance of keeping up with changes in technology. This proposal includes transportation, lodging and food for up to five (5) DOCCS staff to attend bi-annual Investigative Technology Workshops at our state-of-the-art Technology Center, located in Dallas, Texas. These workshops will not only enhance the skills and capabilities of staff; they can function as training and certification opportunities, as well. This is in addition to the on-going training and support provided throughout the contract term.

Securus appreciates the opportunity to earn your business. As you review our proposal and evaluate the information we have provided, remember these commitments based upon your required criteria:

- A. Delivery of Services
  - a. Securus will provide DOCCS with a proven, seamless transition process
  - b. Securus will provide DOCCS with the most ongoing training opportunities
- B. Telecommunications Capabilities
  - a. Securus will provide DOCCS with the industry's best technology
  - b. Securus will provide DOCCS with innovation through continued investment
- C. Business Operations Capabilities
  - a. Securus will provide DOCCS with unsurpassed service and support
  - b. Securus will provide DOCCS with outstanding Family and Friends service

To paraphrase what we said above, the decision for DOCCS comes down to two questions:

1. Which vendor has presented a proposal that best exceeds the requirement of the current RFP?
2. Which vendor has presented a proposal that exceeds the offerings of all other vendors' proposals in the critical areas that are of the most importance to DOCCS?

When all of the pages are reviewed, points tallied, and you compare our technologies and services to other vendors, you will come to the inescapable conclusion that **there is ONLY ONE CHOICE** to deliver the Inmate Telephone System needs for the New York State Department of Corrections and Community Supervision ... **The answer is Securus.**



# APPENDIX K – PROPOSAL RESPONSE FORMS

Submit the completed Appendix K with the Technical Proposal.

**Instructions:**

1. **Read & Agree column:** Respond to each itemized section and subsection by indicating that you have read the information in the RFP and that you agree with the requirement by marking the box.
2. **Supporting Document(s) Required column:** If the section and/or subsection requires supporting documentation, a Y will appear in this column. Include the requested documents.
3. **Addressed in Proposal and/or Documents Included:** Mark the box in this column to indicate that you have addressed the section/subsection and/or have included the requested documents in your proposal.
4. **Points Awarded:** Bidders will be scored on all items for which a Y appears in this column.
5. **Complete and sign the following certification.**

The undersigned certifies that he/she

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the RFP and the instructions on the previous page;
- has supplied full and complete responses for every item listed on pages 2 – 7 of Appendix K *Proposal Response Form*;
- confirms, to the best of his/her knowledge, information, and belief, that the Business Entity's responses are true, accurate and complete, including all attachments; and
- understands that New York State will rely on information disclosed in this proposal when entering into a contract with the Business Entity.

Signature of Owner/Officer: 

Printed Name of Signatory: Robert E. Pickens

Title: President

Name of Business: Securus Technologies, Inc.

Address: 14651 Dallas Parkway, Ste. 600

City, State, ZIPcode: Dallas, Texas 75254-8815

Date: January 19, 2017

| Section          | Title  | Read & Agreed                       | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|------------------|--|-------------------------------------|---------------------------------|---|----------------|
| <b>Section 1</b> |  |                                     |                                 |   |                |
| 1                | INTRODUCTION                                       |                                     |                                 |   |                |
| 1.1              | DOCCS MISSION STATEMENT                            |                                     |                                 |   |                |
| 1.2              | BACKGROUND   |                                     |                                 |   |                |
| 1.3              | OVERVIEW OF EXISTING INMATE TELEPHONE SYSTEM (ITS) |                                     |                                 |   |                |
| 1.4              | PURPOSE  |                                     |                                 |   |                |
| 1.5              | ISSUING AGENCY                                     |                                     |                                 |   |                |
| 1.6              | DESIGNATED CONTACTS                                |                                     |                                 |   |                |
| 1.7              | SCHEDULE OF EVENTS                                 |                                     |                                 |   |                |
| <b>Section 2</b> |  |                                     |                                 |   |                |
| 2                | BIDDER INFORMATION                                 |                                     |                                 |   |                |
| 2.1              | TERM OF AGREEMENT                                  | <input checked="" type="checkbox"/> |                                 |   |                |
| 2.2              | COMPLETENESS OF PROPOSAL                           | <input checked="" type="checkbox"/> |                                 |   |                |
| 2.3              | MODIFICATION OF BIDS                               | <input checked="" type="checkbox"/> |                                 |   |                |
| 2.4              | WITHDRAWAL OF BIDS                                 | <input checked="" type="checkbox"/> |                                 |   |                |
| 2.5              | INCURRING COSTS                                    | <input checked="" type="checkbox"/> |                                 |   |                |
| 2.6              | MANDATORY PRE-BID CONFERENCE                       | <input checked="" type="checkbox"/> | Y <sup>2</sup>                  | <input checked="" type="checkbox"/>               |                |
| 2.7              | PRIME CONTRACTOR RESPONSIBILITY                    | <input checked="" type="checkbox"/> | Y <sup>3</sup>                  | <input checked="" type="checkbox"/>               |                |
| 2.8              | BEST VALUE   | <input checked="" type="checkbox"/> |                                 |   |                |

<sup>2</sup> Appendix J Notice of Intent to Bid

<sup>3</sup> If subcontractors are used, they must be fully disclosed in the same manner as required of the prime contractor.

| Section   | Title                        | Read & Agreed                       | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|-----------|------------------------------|-------------------------------------|---------------------------------|---|----------------|
| 2.9       | TERMS/DEFINITIONS            | <input checked="" type="checkbox"/> |                                 |   |                |
| 2.10      | NYS AND DOCCS POLICIES       | <input checked="" type="checkbox"/> |                                 |   |                |
| Section 3 |                              |                                     |                                 |   |                |
| 3         | SCOPE OF SERVICES            | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.1       | SYSTEMS ARCHITECTURE         | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.1.1     | Proposed Deployment Model    | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.2     | Scalability                  | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.3     | Network Services             | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.1.4     | System Trunking              | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.5     | Call Quality                 | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.6     | Continuity of Services       | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.6.1   | Backup                       | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.6.2   | Uninterruptible Power        | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.7     | Single Clock Source          | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.8     | Recording and Monitoring     | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.8.1   | Investigative Support        | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.8.2   | Simultaneous Access          | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.8.3   | Storage                      | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.1.8.4   | Chain of Evidence            | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.8.5   | Retrieval                    | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.8.6   | Equipment and Network Access | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.8.7   | Access to Recordings         | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.1.8.8   | Call Monitoring suppression  | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.2       | SYSTEMS MANAGEMENT           | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.2.1     | Fault Management             | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |

| Section | Title                                 | Read & Agreed                       | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|---------|---------------------------------------|-------------------------------------|---------------------------------|---|----------------|
| 3.2.2   | Configuration Management              | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.2.2.1 | Provisioning and Active Directory     | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.2.3   | Accounting Management                 | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.2.3.1 | Third Party Auditing                  | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.2.3.2 | Call Detail Records (CDR)             | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.2.4   | Performance Management                | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.3     | MANDATORY FUNCTIONS                   | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.3.1   | Alert Groups                          | <input checked="" type="checkbox"/> | Y                               | <input checked="" type="checkbox"/>               | Y              |
| 3.3.2   | Pre-recorded Names                    | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.3.3   | Access to Rape Crisis Programs        | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.3.4   | Access to Toll-Free Assistance Lines  | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.3.5   | Announcements                         | <input checked="" type="checkbox"/> | Y                               | <input checked="" type="checkbox"/>               | Y              |
| 3.3.6   | Automatic Number Identification       | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.3.7   | Billing Name and Address Lookup       | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.3.8   | Class of Restriction (COR)            | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.3.9   | Investigative Tip Line                | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.4     | MANDATORY FEATURES                    | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.4.1   | Harassment Blocks                     | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.4.2   | Call Termination                      | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.4.3   | Number Control                        | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.4.4   | Personal Allowed Numbers (PAN)        | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.4.5   | Phone Scheduler                       | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.4.6   | Personal Identification Numbers (PIN) | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.4.7   | Administration                        | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.4.8   | Third Party Call Detection            | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |



| Section | Title  | Read & Agreed                       | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|---------|--|-------------------------------------|---------------------------------|---|----------------|
| 3.4.9   | Hours of Operation                                 | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.4.10  | Call Duration                                      | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.4.11  | Telephone Testing                                  | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.4.12  | Languages  | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.4.13  | ANI Verification                                   | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.4.14  | Telecommunications/Relay Services for the Deaf     | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.4.15  | Telephone Accommodations for the Visually Impaired | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.4.16  | Call Pattern Analysis and Alerting                 | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.4.17  | Voice Recognition, Identification, and Analysis    | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.4.18  | Emergency Shut Down                                | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.5     | EQUIPMENT  | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.5.1   | Telephones   | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.5.2   | Portable Phones                                    | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.5.3   | Pedestal and Enclosures                            | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.5.4   | Tablets  | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.5.4.1 | Device Specifications                              | <input checked="" type="checkbox"/> | Y                               | <input checked="" type="checkbox"/>               | Y              |
| 3.5.5   | Wiring   | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.5.6   | Compliance   | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.5.7   | Restoration of Facilities                          | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.5.8   | Inventory  | <input checked="" type="checkbox"/> | Y                               |   |                |
| 3.5.9   | Environmental                                      | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.5.10  | Servers and Processors                             | <input checked="" type="checkbox"/> | Y                               | <input checked="" type="checkbox"/>               | Y              |
| 3.5.11  | New Equipment                                      | <input checked="" type="checkbox"/> | Y                               | <input checked="" type="checkbox"/>               | Y              |
| 3.6     | SOFTWARE ENHANCEMENTS AND UPGRADES                 | <input checked="" type="checkbox"/> | Y                               | <input checked="" type="checkbox"/>               | Y              |
| 3.7     | MAINTENANCE  | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |



| Section | Title  | Read & Agreed                       | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|---------|--|-------------------------------------|---------------------------------|---|----------------|
| 3.7.1   | Maintenance Responsibility                           | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.7.2   | Damage   | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.7.3   | Maintenance Window                                   | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.7.4   | Maintenance Center Location                          | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.7.5   | Maintenance Staff Experience                         | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.7.6   | Preventive Maintenance                               | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.7.7   | Remedial Maintenance                                 | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.7.8   | Maintenance Request Reports                          | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.8     | TRANSITION/MIGRATION                                 | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.8.1   | Project Management                                   | <input checked="" type="checkbox"/> | Y                               | <input checked="" type="checkbox"/>               | Y              |
| 3.8.1.1 | Project Manager                                      | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.8.1.2 | DOCCS' Resources                                     | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.8.1.3 | Site Survey  | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.8.2   | Call Recording Migration                             | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.8.3   | Fallback Plan  | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.8.4   | Acceptance Testing                                   | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.8.5   | Equipment Disposal                                   | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.9     | DATA EXCHANGE  | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.9.1   | National Information Exchange Model (NIEM) Standards | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.9.2   | Data Reconciliation                                  | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.10    | INFORMATION OWNERSHIP                                | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.11    | SECURITY   | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 3.11.1  | ITS System Security                                  | <input checked="" type="checkbox"/> | Y                               | <input checked="" type="checkbox"/>               | Y              |
| 3.11.2  | Jurisdiction   | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.11.3  | Compliance   | <input checked="" type="checkbox"/> |                                 |   |                |

| Section   | Title                                       | Read & Agreed                       | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|-----------|---|-------------------------------------|---------------------------------|---|----------------|
| 3.11.4    | Background Checks                           | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.11.5    | Information Security Breach                 | <input checked="" type="checkbox"/> | Y                               | <input checked="" type="checkbox"/>               | Y              |
| 3.12      | PHASE-OUT PLAN                              | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.13      | TRAINING                                    | <input checked="" type="checkbox"/> | Y                               | <input checked="" type="checkbox"/>               | Y              |
| 3.14      | DOCUMENTATION                               | <input checked="" type="checkbox"/> |                                 |   |                |
| 3.15      | REPORTING                                   | <input checked="" type="checkbox"/> | Y                               | <input checked="" type="checkbox"/>               | Y              |
| Section 4 |   |                                     |                                 |   |                |
| 4         | CUSTOMER SERVICE                            |                                     |                                 |   |                |
| 4.1       | SUPPORT SERVICES FOR DOCCS                  |                                     |                                 |   |                |
| 4.1.1     | Principal Technical Support Representatives | <input checked="" type="checkbox"/> |                                 |   |                |
| 4.1.2     | Toll-Free Access                            | <input checked="" type="checkbox"/> |                                 |   |                |
| 4.1.3     | DOCCS Authorized Representatives            | <input checked="" type="checkbox"/> |                                 |   |                |
| 4.1.4     | Gate Clearance                              | <input checked="" type="checkbox"/> |                                 |   |                |
| 4.1.5     | Ticketing System                            | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 4.1.6     | DOCCS' Access to Customer Information       | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 4.1.7     | Court Evidence & Expert Witness Testimony   | <input checked="" type="checkbox"/> |                                 |   |                |
| 4.2       | SUPPORT SERVICES FOR CUSTOMERS              | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 4.2.1     | Toll-Free Access                            | <input checked="" type="checkbox"/> |                                 |   |                |
| 4.2.2     | Executive Order Number 28                   | <input checked="" type="checkbox"/> |                                 |   |                |
| 4.2.3     | Customer Account Access                     | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 4.2.4     | Customer Outreach                           | <input checked="" type="checkbox"/> |                                 |   |                |
| 4.2.5     | Call Blocking                               | <input checked="" type="checkbox"/> |                                 | <input checked="" type="checkbox"/>               | Y              |
| 4.2.6     | Vendor Account Policies                     | <input checked="" type="checkbox"/> |                                 |   |                |

| Section          | Title   | Read & Agreed                       | Supporting Document(s) Required     | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|------------------|---|-------------------------------------|-------------------------------------|---|----------------|
| 4.2.7            | Vendor Policy Changes                                       | <input checked="" type="checkbox"/> |                                     |   |                |
| 4.2.8            | Aggregated Billing Account for DOCCS-Approved Organizations | <input checked="" type="checkbox"/> | Y                                   | <input checked="" type="checkbox"/>               | Y              |
| <b>Section 5</b> |   |                                     |                                     |   |                |
| 5                | PERFORMANCE STANDARDS                                       |                                     |                                     |   |                |
| 5.1              | SERVICE OBJECTIVES  | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/>               | Y              |
| 5.1.1            | Facility Service Objectives                                 | <input checked="" type="checkbox"/> |                                     |   |                |
| 5.1.2            | Customer Service Objectives                                 | <input checked="" type="checkbox"/> |                                     |   |                |
| 5.2              | RESOLUTION OF REPORTED PROBLEMS                             | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/>               | Y              |
| 5.2.1            | Failure to Comply   | <input checked="" type="checkbox"/> |                                     |   |                |
| 5.2.2            | Escalation Requirements                                     | <input checked="" type="checkbox"/> |                                     |   |                |
| 5.3              | PERFORMANCE REVIEWS   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |   |                |
| <b>Section 6</b> |   |                                     |                                     |   |                |
| 6                | VENDOR QUALIFICATIONS                                       |                                     |                                     |   |                |
| 6.1              | COMPANY EXPERIENCE  | <input checked="" type="checkbox"/> | Y                                   | <input checked="" type="checkbox"/>               | Y              |
| 6.2              | PAST PERFORMANCE  |                                     |                                     |   |                |
| 6.2.1            | Security Incidents  | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/>               | Y              |
| 6.2.2            | Performance Data  | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/>               | Y              |
| 6.2.3            | Legal Validity  | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/>               | Y              |
| 6.3              | STAFF QUALIFICATIONS  | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/>               | Y              |
| 6.3.1            | Staffing Numbers and Qualifications                         | <input checked="" type="checkbox"/> |                                     | <input checked="" type="checkbox"/>               | Y              |
| 6.3.2            | Staff Disqualification                                      | <input checked="" type="checkbox"/> |                                     |   |                |
| 6.3.3            | Staff Resignation or Discharge                              | <input checked="" type="checkbox"/> |                                     |   |                |
| 6.4              | VENDOR RESPONSIBILITY                                       | <input checked="" type="checkbox"/> |                                     |   |                |

| Section   | Title  | Read & Agreed                       | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|-----------|--|-------------------------------------|---------------------------------|---|----------------|
| 6.4.1     | Vendor Responsibility Requirements   | <input checked="" type="checkbox"/> | Y <sup>4</sup>                  | <input checked="" type="checkbox"/>               |                |
| 6.4.2     | Complaint History  | <input checked="" type="checkbox"/> | Y                               | <input checked="" type="checkbox"/>               |                |
| Section 7 |  |                                     |                                 |   |                |
| 7         | COMPLETE THIS SECTION SEPARATELY   |                                     |                                 |   |                |
| Section 8 |  |                                     |                                 |   |                |
| 8         | CONTRACTUAL ISSUES   |                                     |                                 |   |                |
| 8.1       | APPENDIX A/ORDER OF PRECEDENCE   | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.2       | ETHICS COMPLIANCE  | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.3       | PROCUREMENT LOBBYING ACT   | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.4       | SALES AND COMPENSATING USE TAX CERTIFICATION REQUIREMENTS                          | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.5       | ENCOURAGING THE USE OF NYS BUSINESS  | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.6       | DIVERSITY PRACTICES  | <input checked="" type="checkbox"/> | Y <sup>6</sup>                  | <input checked="" type="checkbox"/>               | Y              |
| 8.7       | MWBE AND EEO REQUIREMENTS  | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.8       | Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.9       | INDEMNIFICATION  | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.10      | CONTRACTOR INSURANCE REQUIREMENTS  | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.11      | CONSULTANT DISCLOSURE REPORTING REQUIREMENTS                                       | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.12      | FREEDOM OF INFORMATION LAW/TRADE SECRETS   | <input checked="" type="checkbox"/> |                                 |   |                |

<sup>4</sup> Appendix E *Vendor Responsibility Information* (complete online questionnaire or submit the questionnaire with Technical Proposal)

<sup>6</sup> Appendix M *Diversity Practices*: Complete, sign, and include requested forms.



| Section | Title                                   | Read & Agreed                       | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|---------|---|-------------------------------------|---------------------------------|---|----------------|
| 8.13    | EXECUTIVE ORDER 26                      | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.14    | EXECUTIVE ORDER 38                      | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.15    | PERFORMANCE/PAYMENT BOND REQUIREMENT    | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.16    | LICENSED OR PATENTED COMPONENTS         | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.17    | PERPETUAL LICENSE                       | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.18    | ESCROW OF SOFTWARE                      | <input type="checkbox"/>            |                                 |   |                |
| 8.19    | BREACH OF SERVICES                      | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.20    | GENERAL REQUIREMENTS                    | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.21    | EQUIPMENT AND LICENSES UPON TERMINATION | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.21.1  | Agency Termination                      | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.21.2  | Procurement Lobbying Termination        | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.22    | CONTRACT TERMS                          | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.23    | NONDISCLOSURE AGREEMENT                 | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.24    | CONTRACT PROVISIONS                     | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.25    | POTENTIAL ANNUAL REVENUE PAYMENTS       | <input checked="" type="checkbox"/> |                                 |   |                |
| 8.26    | INMATE SECURE MESSAGING OPTION          | <input checked="" type="checkbox"/> |                                 |   |                |

| Section          | Title   | Read & Agreed                       | Supporting Document(s) Required | Addressed in Proposal and/or Document(s) Included | Points Awarded |
|------------------|---|-------------------------------------|---------------------------------|---|----------------|
| <b>Section 9</b> |   |                                     |                                 |   |                |
| <b>9</b>         | <b>ADMINISTRATIVE PROCEDURES</b>                    |                                     |                                 |   |                |
| <b>9.1</b>       | <b>COMMUNICATION WITH DOCCS</b>                     | <input checked="" type="checkbox"/> |                                 |   |                |
| <b>9.2</b>       | <b>PROCUREMENT RIGHTS</b>                           | <input checked="" type="checkbox"/> |                                 |   |                |
| <b>9.3</b>       | <b>PROPOSAL FORMAT, PACKAGING, &amp; SUBMISSION</b> | <input checked="" type="checkbox"/> |                                 |   |                |
| <b>9.3.1</b>     | Proposal Content (Pass/Fail)                        | <input checked="" type="checkbox"/> |                                 |   |                |
| <b>9.3.2</b>     | Other Legal Documents                               | <input checked="" type="checkbox"/> |                                 |   |                |
| <b>9.3.3</b>     | Technical Proposal                                  | <input checked="" type="checkbox"/> |                                 |   |                |
| <b>9.3.4</b>     | Cost Proposal                                       | <input checked="" type="checkbox"/> |                                 |   |                |
| <b>9.3.5</b>     | Diversity Practices Questionnaire (2 Points)        | <input checked="" type="checkbox"/> |                                 |   |                |
| <b>9.4</b>       | <b>PROPOSAL EVALUATION</b>                          | <input checked="" type="checkbox"/> |                                 |   |                |
| <b>9.4.1</b>     | Mandatory Requirements (Pass/Fail)                  | <input checked="" type="checkbox"/> |                                 |   |                |
| <b>9.4.2</b>     | Technical Evaluation (93 Points)                    | <input checked="" type="checkbox"/> |                                 |   |                |
| <b>9.4.3</b>     | Cost Evaluation (5 Points)                          | <input checked="" type="checkbox"/> |                                 |   |                |
| <b>9.4.4</b>     | Composite Scores                                    | <input checked="" type="checkbox"/> |                                 |   |                |
| <b>9.4.5</b>     | Debriefings   | <input checked="" type="checkbox"/> |                                 |   |                |



# NARRATIVE RESPONSES TO REQUIREMENTS

## **2 Bidder Information**

### **2.1 Term of Agreement**

The Agreement shall run for five (5) years beginning October 1, 2017, through September 30, 2022, contingent on approval of the Office of the State Comptroller (OSC). DOCCS reserves the sole right to renew the Agreement for two additional one-year periods under the same terms and rates by notifying the contractor of its intention no less than one-hundred-eighty (180) days before the expiration of the original Agreement or the initial one year renewal period.

DOCCS reserves the right to seek a refresh of any or all equipment and/or software provided or maintained as a result of this RFP after the fourth year of this agreement.

DOCCS reserves the right to seek reduced rates and/or new terms of agreement from the contractor prior to any extension.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### **2.2 Completeness of Proposal**

Bidders must submit proposals describing the complete range of services specified in this RFP. It is the responsibility of the bidder to verify the completeness of its proposal and its suitability to meet the requirements of this RFP. Proposals that fail to meet the mandatory requirements will be disqualified.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### **2.3 Modifications of Bids**

Once submitted, proposals may not be modified unless DOCCS specifically requests a clarification or explanation. Any clarification or explanation submitted by a bidder shall be done so in written form only. Modifications submitted by a bidder after the formal submission date that are not in response to a written request from DOCCS shall not be accepted.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### **2.4 Withdrawal of Bids**

Bids cannot be withdrawn for a minimum of 120 days after the bid submission date (see State Finance law Section 163.9(e).) Written requests to withdraw proposals after the 120-day period may be granted only with written permission from DOCCS.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### **2.5 Incurring Costs**

DOCCS shall not be held liable for any costs incurred by the bidder in the preparation, production or submission of a proposal, or for any work performed by a bidder prior to the approval of an award Agreement.

DOCCS shall not be held liable for any costs incurred by a bidder for the bidder's requirement to attend the mandatory Bidders' conference to be held at the location specified in Section 2.6.

DOCCS shall not be held liable for any costs incurred by a bidder in modifying or explaining details of the bidder's proposal in response to questions from DOCCS.

DOCCS shall not be held liable for any costs incurred by a bidder for any negotiations with DOCCS required to finalize and sign a formal Agreement document.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

## **2.6 Mandatory Bidders' Conference**

Bidders intending to submit a proposal shall be required to attend a mandatory bidders' conference to be held on the day indicated in Section 1.7, *Schedule of Events*, at DOCCS Training Academy, 1134 New Scotland Road, Albany, NY 12208, beginning at 1:00 p.m. ET. **Only bidders who attend the mandatory bidders' conference will be qualified to submit proposals.**

All attendees must be preregistered to be admitted to the mandatory bidders' conference and must present U.S. government or state issued picture identification. Bidders must preregister at least two business days prior to the conference date by completing **Appendix J** and emailing the form to the address specified in [Section 1.6](#). It is the responsibility of all bidders to ensure proper delivery of the emailed notices.

Bidders should email all questions to be considered at the Bidders' Conference to the designated contacts identified in [Section 1.6](#) no later than one (1) business day prior to the conference. A list of all questions sent in by all interested parties may be made available at the start of the mandatory bidders' conference.

Questions not submitted prior to the mandatory bidders' conference may be answered at the conference only if DOCCS believes doing so would be in the best interest of the State.

All answers provided for written questions at the mandatory bidders' conference shall be supplied to all attendees in writing by the due date for the Official Response to Bidders' Questions ([Section 1.7](#)). All responses provided at the bidders' conference will be unofficial until issued in written form. All subsequent questions must be submitted in writing by the due date in Section 1.7, *Schedule of Events*. Answers to all questions and a copy of the Bidders' Conference transcript will be posted on the NYS Contract Reporter and the DOCCS' Web site no later than the date published in Section 1.7. If there is a conflict between the Official Responses to the Questions and the transcript from the Bidders' Conference, the Official Responses will take precedence.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

See Attachment A – Bidders' Conference Form (page 735)

## 2.7 Prime Contractor Responsibility

Bidders may submit a proposal utilizing the services of subcontractors for any aspect of this procurement; the prime contractor must assume complete responsibility and liability for the delivery of all services. Subcontractors may be used to meet the qualifications required herein; however, subcontractors must be fully disclosed in the same manner as required of the prime contractor and must provide the same information including *Vendor Responsibility Questionnaires* company finances and staff qualifications. The roles and responsibilities of each proposed subcontractor must be clearly delineated in the bidder's response to [Section 3.1.1](#), *Proposed Deployment Model*, and bidders should inform all subcontractors that references for the related areas of service must be provided as indicated in [Section 6.1](#), *Company Experience*.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

## 2.8 Best Value

The contract resulting from this RFP will be awarded to the qualified bidder whose proposal is determined to provide the best value to the State as defined in NYS Finance Law § 163.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

## 2.9 Terms/Definitions

The terms *shall*, *must*, and *will* designate mandatory requirements. If a Bidder fails to meet any of these requirements they will be disqualified from further consideration.

The terms *bidder*, *vendor*, *contractor*, and *provider* are used interchangeably herein and shall have the same meaning.

The name of this agency, NYS Department of Corrections and Community Supervision, is used interchangeably herein with *Department* and *DOCCS*.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The following is an incomplete listing of definitions for acronyms:

| Acronym | Definition of Acronym  |
|---------|--|
| ANI     | Automatic Number Identification  |
| DIN     | Department ID Number   |
| DTMF    | Dual Tone Multi-Frequency  |
| ET      | Eastern Time   |
| FTP     | File Transmission Protocol   |
| NIEM    | National Information Exchange Model  |
| PIN     | Personal Identification Number   |
| RPO     | Recovery Point Objective   |
| RTO     | Recovery Time Objective  |
| TN      | Terminating Number   |
| WAV     | Waveform Audio File Format is a Microsoft and IBM audio file format standard for storing an audio bitstream on PCs |

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

## **2.10 NYS and DOCCS Policies**

The Bidder must agree to comply with all applicable New York State and DOCCS policies, procedures, regulations and directives throughout the term of the contract. Any individual hired by the Contractor to work in the facilities, by virtue of accepting his/her assignment, must abide by all the policies, rules and regulations of the Department.

Each individual staff member providing services in a correctional facility should be made aware of and agree to the following Department Directives, as currently written, or as revised:

- #2216 - Fingerprinting/Criminal History Inquiry - New Employees and Contractors
- #4936 - Search of Department Employee
- #4900 - Security in the Gate Area

The directives will be available to the selected vendor once the contract resulting from this solicitation is approved by the Office of the State Comptroller.

In addition, the Contractor will be familiar with and provide staff with information in federal and NYS Laws as well as Department Policy on the Prevention of Sexual Abuse of Inmates: <http://www.doccs.ny.gov/PREA/PREAINfo.html>

It is the responsibility of the Contractor to see that all employees are aware of the directives cited above and all other applicable rules and regulations of the Department. Copies of all relevant parts of the Department's Employee Rule Book will be made available to the Contractor.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

**END OF SECTION 2: BIDDER INFORMATION**



### 3 Scope of Services

This section provides information for the required features, functions and capabilities of the proposed services. All of the items identified in this section should be at no additional cost to DOCCS.

The bidder must describe all of the required features, functions and capabilities of the proposed services including how the features are expected to function and the expected performance levels for each feature.

New York State will not be a test site for unproven technology. For all technology proposed, your references must include at least two sites where this technology has been in service as an integrated part of the inmate phone system for at least six (6) months. An onsite or real-time demonstration of the technology must be provided prior to finalization of the scoring for this procurement.

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The SCP system is currently running version 11.2. Only Securus has the industry's most widely used, most flexible and dynamic call control platform. No other call control platform in the industry has more features and investigative tools that can be used to keep the community safe. No competitor comes close to the number of installations we manage of our Secure Call Platform.

Securus has invested \$670 million in new technology over the past four years—something no other inmate telecommunications provider can say. This investment has led to an industry-leading system design and architecture, industry-leading investigative products, and industry-leading solutions for end-users so that we can connect more calls. DOCCS will not be a test site for unproven technology as SCP is a matured state of the art platform that has been proven in real-world Correctional facilities of all sizes.

#### **3.1 Systems Architecture**

Any proposed architecture must meet the general business needs of DOCCS and will be considered and evaluated for its relative merit. Bidders may propose an architecture that is fully hosted, partially hosted, centralized, distributed, or any combination thereof.

**Provide information on your proposed system architecture addressing each subsection and request under Section 3.1.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

SCP is a state-of-the-art, Web-based system designed to provide DOCCS facilities with the ultimate in inmate call control and reporting. SCP's advanced features provide tools for controlling inmate calling, reducing fraud, increasing investigative capabilities, and generating valuable administrative reports. Securus was the first company that implemented a fully hosted centralized calling platform for the corrections industry. We were able to accomplish this by custom creating a solution with the use of cutting edge Voice over IP (VoIP) protocols with a cluster of Media Servers, Recording Servers and a multitude of ancillary services. With High Availability, Failover & Disaster Recovery in mind we created a cluster architecture with multiple nodes that are geographically distributed. Each node can be removed or added to the cluster pool any time during the day without impacting the call traffic. In case of disaster or prolonged

outage in one of our Data Centers the whole cluster can be failed over to the other Data Center in a short amount of time. Our innovative approach has created a unique patented solution in the industry that no other competitors can replicate.

At Securus, we also understand that being the first doesn't mean anything unless we continue to enhance and adopt the latest technology trends to provide our customers the best solution in the industry. Securus has invested \$670 million in new technology over the past four years which has led to an industry-leading system design and architecture, industry-leading investigative products, and industry-leading solutions for end-users so that we can connect more calls.

### **3.1.1 Proposed Deployment Model**

Describe in detail the proposed solution's deployment model.

Include in your response a detailed drawing of your recommended model in Microsoft Visio format, and

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The Securus development team custom built the centralized SCP system for the corrections industry, making this platform a fully-integrated system of simple-to-use software tools, and computer and telephony hardware. SCP is hosted in carrier class Data Centers that are geographically distributed for High Availability and Failover. All the recordings and call detail records are secured in Data Centers outside of the facility.

SCP can monitor, record, block/unblock inmate telephone calls, and generate reports in real-time. Software updates are provided three to four times per year at no cost to DOCCS.

Only Securus has the widest variety of corrections solutions that reduce operational workload, increase safety & security, and provide correctional staff and inmates unprecedented communication access. Our commitment to technology means that we'll continue to innovate and provide you with cutting-edge solutions, now and throughout the term of our agreement. This commitment allows us to meet DOCCS stated goals of connecting inmates with their families while at the same time providing staff with the best investigative and intelligence gathering tools available.

The SCP system's centralized architecture allows us to provide cutting-edge software updates at regular intervals, with no downtime. Securus provides upgrades to all of our customers three to four times annually through a proven and tested after-hours process that allows all sites to immediately realize the benefits of each upgrade, or to delay implementation of new features that DOCCS isn't ready to accept at that time. Our system delivers proven features driven by input from the most recognized corrections and law enforcement agencies in the nation, including both Suffolk County and the New York City Department of Corrections in the State of New York.

Maintenance events are always preceded by a splash screen displayed at login notifying the facility of the upcoming upgrade and new features are discussed with customers prior to implementation. These system updates are more than simple changes. They provide meaningful

features and new capabilities, which drive greater officer and community safety, staff efficiency and improved investigative response times.

## System Design

SCP's hardware and software components readily adapt to the changing needs of a facility's operations. Securus stores call recordings in centralized, disaster-resistant, carrier-class data centers. All equipment used to store recordings is monitored by the Securus Network Operations Center (NOC) 24x7x365. SCP writes all recorded calls to a Network Attached Storage array (NAS) in our primary Data Center. Each NAS array is also replicated to the secondary Data Center for redundancy and failover. All recordings created on the platform reside in at least two of our Data Centers. Recordings can be downloaded from SCP in various, widely-used formats and copied to a CD, DVD or any portable media.

Within the NAS, SCP uses a software defined storage platform of very dense disk nodes from EMC. Even if three individual hard disk drives fail or one node fails, during the disk or node recovery process, the system will continue to operate without data loss.

Securus applies a high level of security to protect against cyber-attacks. Applications transmitting data across public networks support SSL, Certs, and encryption. Cisco routers, switches and firewalls are used throughout the network to protect SCP and our customers. All servers, laptops, and workstations require anti-virus and anti-spyware protection software and the latest operating system patches. Securus supports both AVG and Symantec anti-virus.

The Secure Connect Architecture (SCA) serves as the backbone of the Securus platform, which results in significantly lower operating and capital costs through its implementation. It comprises a robust data repository housing multiple data marts that each hold billions of bytes of stored information gathered from multiple sources. Securus uses Oracle Exadata platform for the data repository which is replicated between data centers using Oracle Dataguard technology as well as backed up to tape nightly with tapes sent off site for disaster recovery. The Oracle Exadata uses multiple nodes known as storage cells with software defined data protection.

The SCA delivers an intelligent retrieval system that retrieves and processes user requests through a cross-application, cross data-mart retrieval process.

SCP increases usability by providing anywhere, anytime access for authorized & authenticated personnel. All of the investigative and administrative resources are available to approved personnel through the secure SCP user interface. Users can access SCP any time from any computer with access to the Internet. Users can also access the SCP user interface on mobile devices such as tablets and smartphones.

# Securus Network Diagram

## Software Development

We use a professional and formal approach to platform and process design that ensures quality software and functionality releases. Before release, all modifications to the platform undergo rigorous testing in separate functional & load test environments.

The Securus use of information technology (IT) best practices, industry standard quality measurement tools, and strict environmental controls ensure the highest system functionality and availability. The Securus development team uses a Software Development Lifecycle (SDLC) that ensures high-quality deliverables. The feature/functionality enhancements process stages are:

- Analysis
- Design
- Development
- Quality Assurance
- Implementation
- Post Implementation Support

Each phase has specific deliverables and gates (controls) to ensure high quality and to minimize rework. Securus uses the following distinct system environments in conjunction with our SDLC:

- Development – Used by Development to create and unit test new enhancements
- Quality Assurance – Used by Quality Assurance Analysts to test and certify new enhancements and bug fixes
- Pre-Production – Used by Production Support personnel to validate hot fixes for production, and for final validation and mock deployment of major functionality releases
- Production – Used by all Securus customers and accessible by only authorized Securus Production Support and Tech Support personnel

Each environment has formal access controls that protect our source code and ensures proper promotion of code from one environment to the other.

Securus uses industry-standard HP Quality Center that offers software quality assurance, including requirements management, test management and business process testing for IT and application environments. Our Quality Assurance department follows a rigorous test cycle including:

- Verification of New Functionality – Ensures a feature is working as designed
- Load Testing – Determines the upper threshold or breaking point of the component or feature
- Performance Testing – Determines the expected user experience
- Regression Testing – Ensure all existing functionality still works as designed
- Exception Testing – Tests boundary conditions and unexpected usage scenarios

New releases typically create new functionality. Upon completion of the Quality Assurance stage, the code changes are packaged and deployed into our pre-production environment for the final end-to-end quality check, and to optimize the implementation. This effort enables Securus to minimize the maintenance window related to system changes.

Both IT and business stakeholders review and must approve all scheduled changes to production in two change control meetings to safeguard the stability of the production environment.

Upon implementation of new code into production, Securus Production Support and IT Development monitor changes closely to minimize the impact of any adverse or unexpected system behavior.

This attention to detail allows Securus to build feature functionality that leads the industry in quality and performance. For example, the Securus three-way call detection feature has been proven to be more accurate than the same feature offered by competitors. Independent testing by an outside research and testing company proves it. Similarly, our voice biometric features lead the industry in accuracy. This is a critical distinction, as DOCCS have stated an intent to obtain the highest quality and most reliable investigative and intelligence gathering tools available in the market today.

The voice quality available on our call platform provides near perfect fidelity. Customers have used information heard through background conversations to prevent and solve crimes.

Our quality control does not end with our system design but continues all the way through site installation. Securus and each customer develop a defined quality checklist to install the system in a manner that meets their unique operating requirements. As described and included with our installation plan, Securus uses quality control checkpoints at each phase of an installation:

- Quality Control Checkpoint 1 – Provisioning: After customer provisioning is complete, Securus technicians submit a quality control review to the Engineer, Project Manager, and Account Manager for the project.
- Quality Control Checkpoint 2 – Pre-Installation: While on-site, Securus Field Service Technicians complete a checklist to ensure that the physical installation characteristics meet or exceed Securus standards.
- Quality Control Checkpoint 3 – Equipment Testing/Functional Validation: Technicians complete test call scenarios and phone labels, call durations, on/off times, administrative terminals, and verify other customer configurations.
- Quality Control Checkpoint 4 – Acceptance: The Securus Project Team provides copies of all quality control documents, equipment inventory records, and network diagrams. The Securus Project Team will host a review of these documents with DOCCS.

Please refer to Exhibit M for Sample Quality Control Checklists. These tools are used to verify that work is completed properly before moving to the next step in a process. Securus will not consider the implementation project a complete success until all phases of DOCCS Acceptance Test phase have been completed and the project has been signed off on by appropriate DOCCS staff.

## Securus Dedicated Integration Team

Securus has a dedicated Integration Department that integrates various systems and products in the corrections environment. This dedicated Integration Department allows Securus to deliver fast and flexible solutions for our customers. The Securus technology has the flexibility to work with facility-owned systems, JMS, OMS, Commissary, Banking, and Kiosk vendors. Securus will fully cooperate with your facility and your vendors to automate systems.

Securus currently integrates with more than 110 different vendors worldwide and more than 60 independent, facility-owned systems and shared databases.



- Illustrate how the proposed system will provide 99.9% yearly availability.

## SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.

Securus maintains a presence in three data centers in three geographically diverse locations.

Our data centers are designed to withstand worst case events and maintain 99.99% availability with multi-layer physical security and power delivery. The data centers, managed and staffed by a carrier-class data center host, meet or exceed the Telecommunications Industry Association's (TIA) standard number 942 for Tier IV (highest availability) data centers including:

- Ability to withstand a 96-hour power event
- 2-hour fire protection

|  |  |
|--|--|
| <b>Tier 1 – Basic<br/>Small Business</b> <ul style="list-style-type: none"> <li>• 99.671% availability</li> <li>• Susceptible to disruptions</li> <li>• Single path for power</li> <li>• No redundant components</li> </ul>  | <b>Tier 2 – Redundant<br/>Medium Business</b> <ul style="list-style-type: none"> <li>• 99.741% availability</li> <li>• Less susceptible to disruptions</li> <li>• Single path for power</li> <li>• Redundant components</li> </ul>             |
| <b>Tier 3<br/>Large Business</b> <ul style="list-style-type: none"> <li>• 99.982% Availability</li> <li>• Planned activity without disruption</li> <li>• Multiple paths for power</li> <li>• Redundant components</li> </ul> | <b>Tier 4<br/>Multi-Million \$ Business</b> <ul style="list-style-type: none"> <li>• 99.95% Availability</li> <li>• Can withstand at least one worst-case event</li> <li>• Multiple paths for power</li> <li>• Redundant components</li> </ul> |

TIA-942 Infrastructure standards for data centers  
Telecommunications Industry Association

We keep a copy of the Call Detail Records (CDRs) in 3 different types of database systems and are physically stored in 3 different locations (Empire Central-Dallas, Texas; Atlanta, Georgia; and a Tape Depository in Dallas, Texas).

Securus facilitates anywhere, anytime, immediate access to stored recordings online for the contractually-required length of time. Securus stores call recordings in centralized, disaster-resistant, carrier-class data centers. All equipment used to store recordings is monitored by the Securus Network Operations Center (NOC) 24 hours a day, seven days a week, and 365 days a year.

The Securus SCP provides a unique set of features and advanced technologies to store call recordings. Traditional premises-based calling platforms use local hard drives that may fail and are susceptible to local disasters. Premises-based systems needed manual backup schemes that are no longer necessary with SCP. SCP writes all recorded calls to a Network Attached Storage array (NAS) in our primary Data Center. Each NAS array is also replicated to the secondary Data Center for redundancy and failover. All recordings created on the platform reside in at least two of our Data Centers. Recordings can be downloaded from SCP in various, widely-used formats and copied to a CD, DVD or any portable media.

The NAS architecture makes all storage available to all servers on the network. The NAS solution delivers complete scalability for a facility's storage requirements and supports data migration from one storage device to another and the sharing of data among different servers in a network. The NAS devices provided by EMC can scale simply by adding another node of dense SATA disk to the storage array.

Within the NAS, SCP uses a software defined storage platform of very dense disk nodes. Even if three individual hard disk drives fail or one node fails, during the disk or node recovery process, the system will continue to operate without data loss.

The Securus NAS has more than two (2) petabytes of storage space in each carrier-class data center and is continuously monitored and managed through automated processes and storage policies. When these very large storage systems approach designated thresholds, Securus expands capacity to ensure all authorized call records and recordings are retained in secure, disaster-resistant locations.

The Securus data center storage solutions provide facilities with technology that is:

- **Scalable** to meet any facility's contractually required storage demands
- **Resistant** to local disasters through multiple copies stored within the data centers and off-site
- **Highly available** through the unique architecture and design of the data storage model
- **Partitioned** and **compressed** to run queries faster
- **Secure, protected, and monitored** to enable total recall of authorized data

SCP records and stores basic call data with the capability to provide management reports. Securus does not limit the call data storage time. Since every site's requirements are different, Securus works with each facility customer to define their optimal data storage timeframe. All recordings are stored online within both carrier-class data centers. Typically, call detail records are stored for seven years.

Our competitors often misrepresent system uptime facts with regards to Securus. They will point to a single, catastrophic weather event that affected the Securus data center in Dallas, Texas. What these "negative" narratives always conveniently leave out is the extraordinary efforts of every level of our organization to transition traffic to our other data centers, minimize the impact to our customers and continue to maintain a 99.9+% system uptime - all while talented and highly trained staff guaranteed zero loss of data and minimal effect on customer productivity. In fact, most customers experienced only minor, intermittent capability outage, if any at all, while there was absolutely zero data loss across the entire Securus customer base.

- **Describe the reliability of your offerings and indicate how your solution will provide 99.9% availability.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus has designed and implemented a robust network architecture that provides for quick disaster recovery, minimizing downtime for the Securus platform and its customers. Securus has demonstrated its ability to recover efficiently under extreme circumstances, restoring service to our customers with no data loss.

# Securus Business Continuity Overview

## Risk Mitigation

Securus has implemented a platform and infrastructure designed to minimize potential outages and protect customer data. Multiple data centers, diverse network paths, redundant platform systems, and proactive monitoring mitigate the majority of risks.

## Data Centers

Securus maintains a presence in three data centers in three geographically diverse locations. Our data centers are designed to withstand worst-case events and maintain 99.99% availability. The data centers, managed and staffed by a carrier-class data center host, meet or exceed the Telecommunications Industry Association's (TIA) standard number 942 for Tier 4 (highest availability) data centers including:

- Ability to withstand a 96-hour power event
- Two-hour fire protection
- Multi-layer physical security
- Multiple power delivery paths.

|   |   |
|---|---|
| <b>Tier 1 – Basic<br/>Small Business</b> <ul style="list-style-type: none"><li>• 99.671% availability</li><li>• Susceptible to disruptions</li><li>• Single path for power</li><li>• No redundant components</li></ul>  | <b>Tier 2 – Redundant<br/>Medium Business</b> <ul style="list-style-type: none"><li>• 99.741% availability</li><li>• Less susceptible to disruptions</li><li>• Single path for power</li><li>• Redundant components</li></ul>             |
| <b>Tier 3<br/>Large Business</b> <ul style="list-style-type: none"><li>• 99.982% Availability</li><li>• Planned activity without disruption</li><li>• Multiple paths for power</li><li>• Redundant components</li></ul> | <b>Tier 4<br/>Multi-Million \$ Business</b> <ul style="list-style-type: none"><li>• 99.95% Availability</li><li>• Can withstand at least one worst-case event</li><li>• Multiple paths for power</li><li>• Redundant components</li></ul> |

TIA-942 Infrastructure standards for data centers  
Telecommunications Industry Association

Also, Securus data centers have redundant uninterrupted power systems, N+1 generator redundancy, and N+1 cooling redundancy. All systems and network equipment have redundant power paths. Multiple telecommunications carriers also serve each data center for load balancing and path diversity. Securus data centers are staffed 24x7x365 for immediate physical assistance inside the data center.

Multiple checks ensure data center physical security, including guarded, photo-verified check-in; dual-door authentication (card and biometric); and a mantrap (interlocking door controller) at the data center suite entrance.

## Redundancy

Redundancy is a key component of the Secure Call Platform (SCP). While operating on a single platform, Securus' SCP runs on duplicate environments in separate data centers in Atlanta, Georgia, and Dallas, Texas. Each component has N+1 redundancy, meaning that a failure of any one component does not result in downtime because there is a backup available to resume its function. In addition to the inherent redundancy of SCP, Securus has also designed redundancy into all support systems, either through N+ 1 configuration, database clusters, virtual machines, load balancing, or other failover methods. All network transport has redundant network equipment and routing to allow traffic to reroute in the event of a failure.

The SCP platforms in Dallas and Atlanta were designed and built to the same specifications. This standardization allows re-homing of systems from their primary data center to an alternate data center in the event of a failure.

All circuits coming into Securus data centers use multiple diverse carriers, including the interconnections between data centers. In the event of a failure, traffic will reroute across a redundant circuit or path. In addition, Securus uses multiple carriers for inmate calls from the SCP platform. Calls to family and friends will immediately reroute upon failure of any carrier.

Securus uses multiple methods of storage to minimize the risk of data loss. All critical systems and data are backed up at regularly scheduled intervals and stored offsite for retrieval, if needed. In addition to offsite storage, Securus replicates voice clips, call recordings, and validation data between the data centers.

Securus uses industry-leading vendors for all platform and network hardware, including Dell, Cisco, Oracle, EMC, F5, and Intel. In addition to the redundancy designed into the platform and network, Securus also maintains a spare parts inventory onsite at each of our data centers to expedite repair of a failed component. Securus also maintains premium-level support contracts with each vendor that defines stringent service level agreements in case of a failure.

Securus maintains an inventory of spare parts for our facility-based components at our headquarters in Dallas, Texas, and has distribution agreements with multiple vendors to provide expedited national delivery service. The corporate headquarters maintains a standardized emergency recovery package of frequently used spare parts and equipment that will be available for shipment to support restoration efforts at our customer sites. Our technical field representatives located throughout the country also carry an inventory of the most commonly needed spare parts. With spare parts on board our service vehicles, most facility-based equipment malfunctions can be resolved with a single site visit.

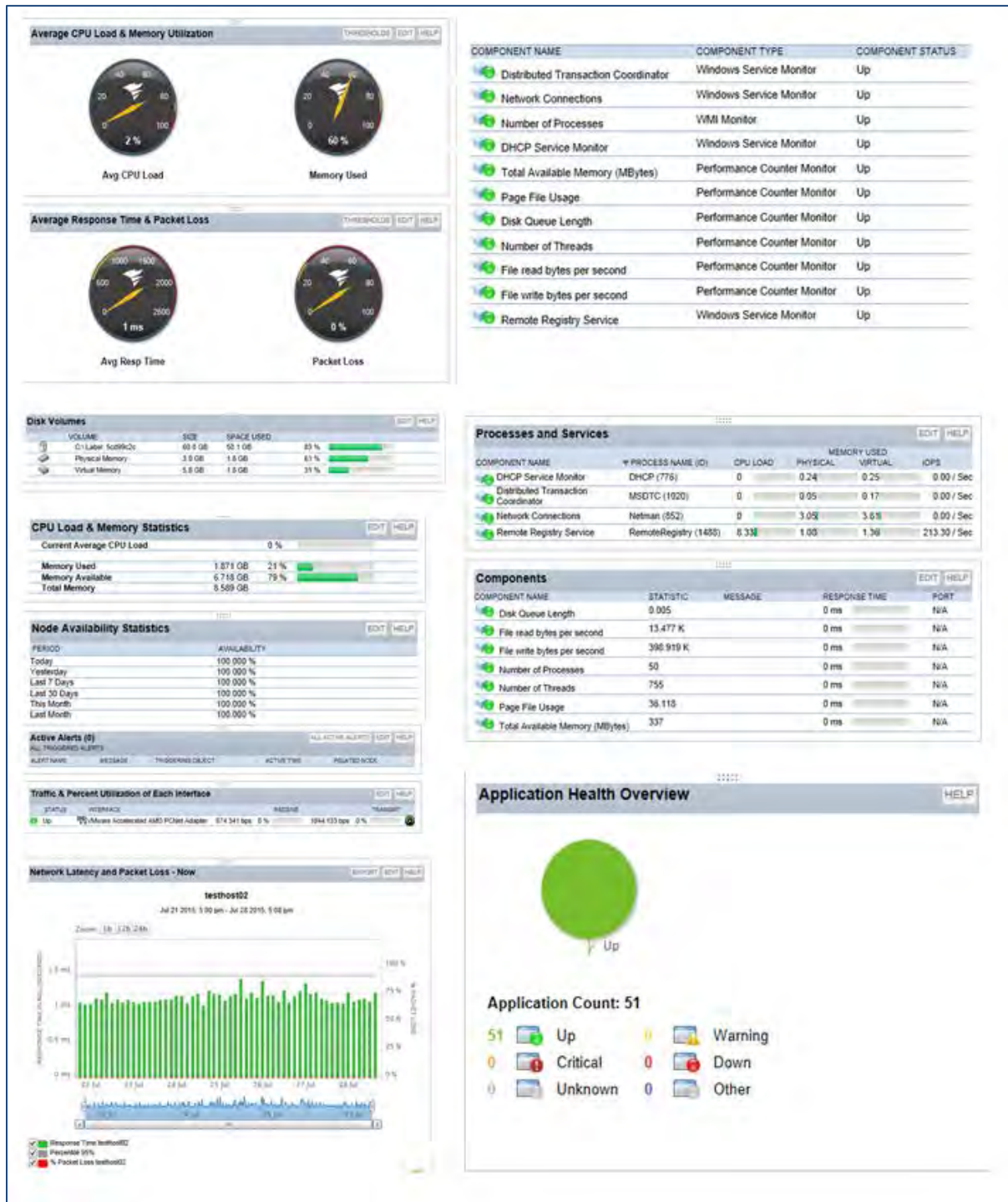
Our competitors often misrepresent system uptime facts with regards to Securus. They will point to a single, catastrophic weather event that affected the Securus data center in Dallas, Texas. What these “negative” narratives always conveniently leave out is the extraordinary efforts of every level of our organization to transition traffic to our other data centers, minimize the impact to our customers and continue to maintain a 99.9+% system uptime - all while talented and highly trained staff guaranteed zero loss of data and minimal effect on customer productivity. In fact, most customers experienced only minor, intermittent capability outage, if any at all, while there was absolutely zero data loss across the entire Securus customer base.

## **Proactive Monitoring**

### **Data Centers and Network**

Securus continuously monitors all data centers, infrastructure components, platform systems, and inmate telephone systems (ITS) using the SolarWinds® suite of network performance monitors. The SolarWinds performance monitors are highly configurable to provide real-time monitoring, event notification, alert history, and statistical information. An alarm condition creates immediate visual alerts and email notifications.

The Securus Network Operations Center (NOC) provides 24x7x365 monitoring for all Securus systems, including SCP, network, back-office systems, and data centers. The NOC proactively monitors these systems to ensure performance is optimal and uninterrupted. In addition to system- and network-level monitoring, the NOC also monitors real-time video surveillance and environmental alerts for our data centers. Securus maintains a fully redundant backup NOC at a separate physical location, should services be disrupted at the primary location.



SolarWinds® Typical Monitored System and Application Elements





Securus Primary Network Operations Center

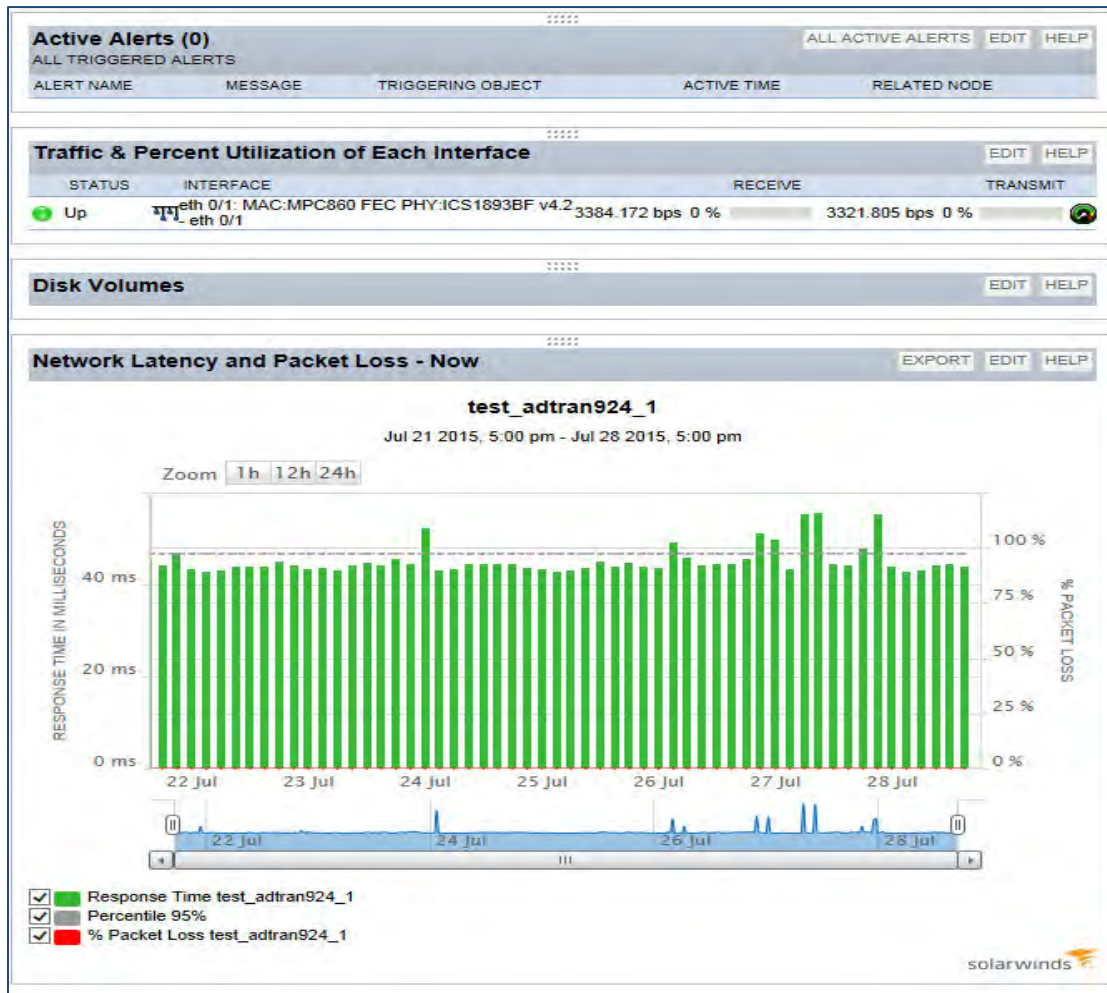


Securus Backup Network Operations Center



## Premise Equipment

The Securus Technical Support teams provide 24x7x365 monitoring of all facility-based equipment and directly supports facility installations via telephone and email. Technical Support monitors connectivity for all installations and all installed equipment including integrated access devices (IADs), visitation phone monitoring (VPM) units, switches, and uninterrupted power supply (UPS) systems. The systems are polled every two minutes and their vital operating statistics sent every 10 minutes. Upon receiving an alert indicating network failure, Securus will open a trouble ticket with the appropriate circuit provider. In the case of a premise-based equipment failure, a Securus Field Technician is dispatched to the facility for on-site repair.



SolarWinds® Device Monitoring Example (Bandwidth & Network Latency)

In addition to real-time monitoring and alerting, Securus technical support also leverages the SolarWinds network performance monitor to gather and evaluate historical data for network alerts, bandwidth usage, packet loss, and hardware performance. The detailed level of monitoring available via our network performance monitor allows the technical support group to take proactive steps to prevent or mitigate facility outages and to ensure the correct resources are engaged if dispatch is necessary.

## Restoration

### Platform and Network

In the event of a disaster impacting SCP or our network, Securus immediately assembles a team of engineers to begin investigation and restoration of services. Securus maintains a schedule of on-call personnel for immediate response to service-impacting events and will also engage third party vendors, if required. If a state of emergency is declared, the Securus Business Continuity Plan will be activated.

### Facility-Installed Systems

Securus prioritizes recovery of premise-based equipment by facility type and equipment location. Maximum-security institutions and institutions with high inmate phone usage receive priority. Prioritization also considers customer requirements and preferences. Securus has developed procedures and checklists to protect personnel and equipment in the event of an emergency situation. Securus will combine headquarters and field staff efforts to expedite service recovery wherever possible. Securus coordinates each checklist to ensure compliance with each facility's guidelines. DOCCS will absolutely be at the top of this priority list and our internal and field service organizations will be well-versed in the specific processes and procedures related to DOCCS account and facilities.

Securus has a field support Department with more than 165 field service associates supported by a centralized field dispatch team. The Field Service Technicians (FST) are strategically located to support ongoing maintenance, as well as any disaster recovery situations. The FSTs are supported by senior technical support resources and engineering to expedite repairs and minimize customer downtime.

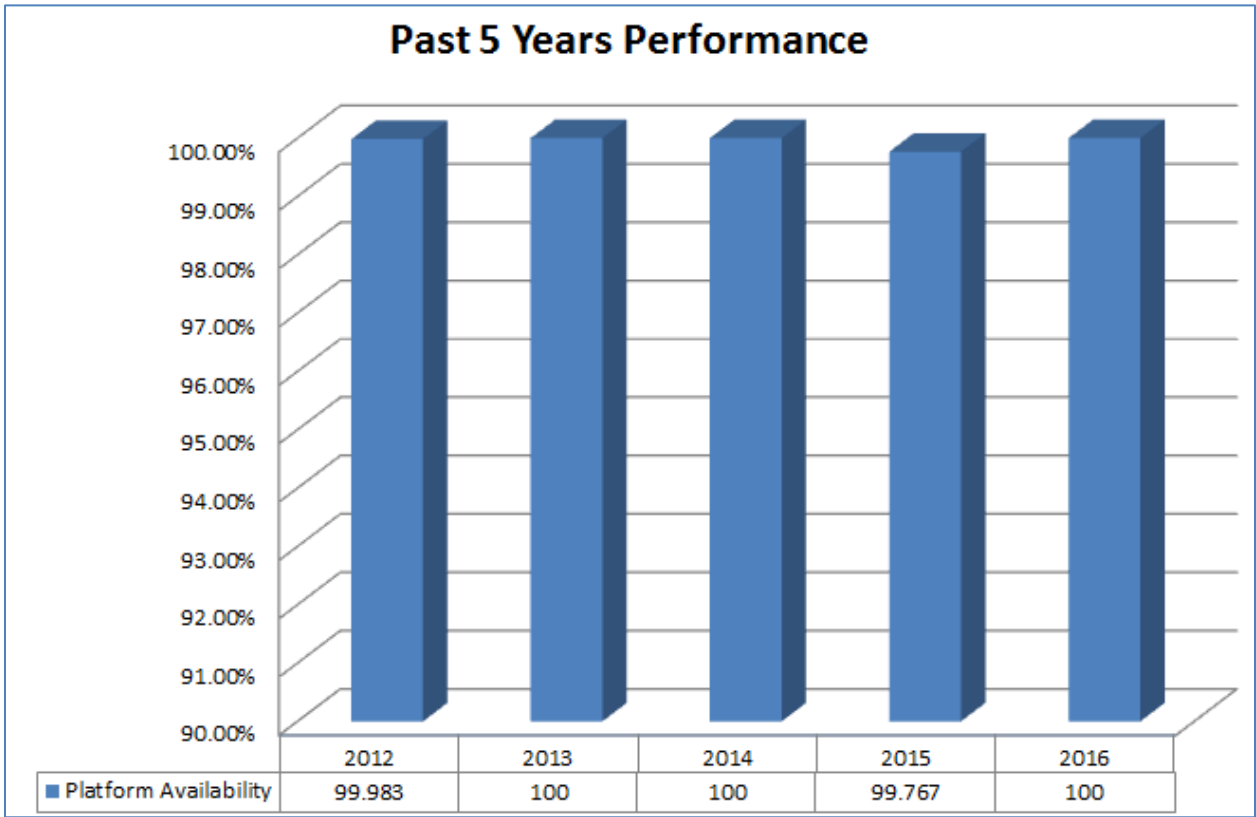
## Reporting

Upon confirmation of a service-impacting event, the NOC will issue an internal service interruption report (SIR). The SIR will include the nature of the outage, impact to facilities, and estimated time of restoration, if known. Each incident is assigned an urgency level based on the level of customer impact.

Customer contact personnel receive SIRs, so they can communicate with customer facilities proactively or reactively as required by the facility. In addition, technical support may communicate a service-impacting event via a splash screen on the SCP user interface introductory page, whenever possible. Regular updates ensure that the information provided is always current. Securus executives also receive all SIRs, so they are aware of all customer-impacting events.

The NOC will issue a final SIR upon issue resolution. Securus investigates each incident and completes a root-cause analysis (RCA) following all service-impacting events. After the root cause is determined, Securus makes RCA documents available to customers upon request.

# Performance



The SCP is one the most stable calling platforms in the industry, with nearly perfect, 100% availability. Through design, proactive monitoring, and rapid-response procedures, Securus minimizes customer-impacting outages. Data storage with multiple layers of redundancy minimizes the risk of losing critical data and recordings.

When disasters strike, Securus responds quickly and methodically to ensure the fastest restoration of service possible. And we have been tested.

In the spring of 2015, the Dallas, Texas, area, home to two Securus data centers, was impacted by weeks of significant storms, resulting in 27 deaths and more than one billion dollars of property damage due to flooding. Early one morning, lightning struck a Securus data center, damaging cooling units. Normally, this cooling would have been restored within minutes, but the roads leading to the data center were closed due to flooding, which caused a longer response time for service technicians. Securus' equipment rapidly overheated and began to fail. More than a quarter million dollars of components suffered fatal damage and needed replacement. Even with this once-in-a-lifetime series of compounding events, **calling services were restored the same day** for most facilities, and **there was no loss of customer data, investigative data, or recordings.**

- **Indicate any single points of failure within your solution.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The implementation of a centralized system significantly reduces the number of single points of failure. However, each individual DOCCS facility has a single local loop (network circuit) that if damaged by unauthorized digging could isolate the facility. This only occurs on a rare occasion when construction is taking place and is limited by rules surrounding where you can dig. Additionally, Securus has put in place one of the most sophisticated network and device monitoring systems available today. There are no problems that you will know about before we do, which allows us to troubleshoot, react and repair these items with a speed that no other vendor can match.

Securus has invested millions of dollars and thousands of hours to develop a state-of-the-art centralized system. The Secure Call Platform is engineered for “four nines” 99.99% availability. The fail safes built into the SCP effectively prevent loss of data and system downtime because all of the data is stored in a centralized database and backed up offsite. Because the system is web-based, the data can be accessed at any location with an internet connection, and Securus’ Secure Connect Architecture maintains the system at the highest level of operability.

Potential system and network abnormalities are identified through Solarwinds Orion, a centralized suite of diagnostic applications. Orion continuously monitors the hardware, software, and system performance from our Network Operations Center in Dallas. This allows personnel to diagnose and resolve issues on the system, often before an event affects DOCCS.

The infrastructure supporting the SCP was built from conception with high availability and redundancy as part of the vision. Each router, switch, server, Storage Area Network (SAN), Network Attached Storage (NAS), power, circuit, and other devices within the infrastructure is fault-tolerant (down to the component level). As an example, our routers and servers have dual Central Processing Unit (CPU), Network Interface Card (NIC), power supplies, and A & B power feeds. The telecommunications circuits into the data centers are also redundant and diverse.

Our Network Operations Center (NOC) monitors all calling traffic and patterns to establish the necessary bandwidth and network availability, which is steadily increased as the number of calls throughout the system increases or as new facilities come online.

- **Describe any vendor partnerships required to make the system fully functional and the system component(s) each party is responsible for operating and maintaining.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus does not plan to utilize any system components that will require the use of any vendor partnership to make the system fully functional.

- **Indicate why your proposed deployment model is superior over other architectures.**

### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Both Unisys and Centurylink are completely disjointed from the platform that is providing service to DOCCS. Securus is the only vendor in this bid that owns and operates its own network.

Securus has the broadest set of capabilities in regards to administrative and investigative features in the inmate communications industry. This product set is part of the most widely used inmate telephone

system in the United States. We own and operate 100% of the proposed system, unlike those vendors who are prime contractors but have to subcontract out the equipment, feature and service of their proposed systems. While other vendors will propose what they refer to as a centralized system, no other vendor can offer the network size and scope, the sophistication of the monitoring system, the number of “boots on the ground” qualified service technicians and the expansive user base that Securus’ SCP inmate telephone system can.

More facilities + more inmates + more users + more features + the most, and best, service = the best system for DOCCS and the State of New York.

## **Securus Correctional Billing Services**

Securus is unique among its national competitors in offering an in-sourced, US-based call center to provide customer service to friends and family members of inmates. Our 200+ seat call center employs customer service representatives who are Securus employees, trained and managed to Securus’ standards.

Live agent support is available to friends and family members seven days a week, 24 hours a day, and 365 days a year.

Customers can use our toll-free number (1-800-844-6591) to either speak to a live agent or use an intuitive, automated interactive voice response system to help them with their needs. For added convenience, we also offer personal account access via our website ([www.securustechnologies.com](http://www.securustechnologies.com)). End-users can also now access Securus customer service via online “chat” 24 hours a day, seven days a week.

Our friendly and knowledgeable agents can help customers with:

- Setting up and funding accounts
- Making payment arrangements
- Obtaining information on credit limits
- Resolving complaints
- Blocking and unblocking numbers

- Reviewing call durations and history
- Learning about MoneyGram® options
- Learning about Western Union® options
- Receiving information on new services
- Confirming originating facility
- Reviewing account balances
- Answering questions and helping customers with refund requests
- Managing account notifications

Our customer service agents are highly trained on ITS issues and in satisfying the specific needs of called parties. We offer both English speaking and Spanish speaking agents.

We diligently survey our customers and measure satisfaction ratings to find ways to improve our service levels. Our customer satisfaction scores for our call center are 20 percent higher than the industry standard.

Securus offers direct billing as an option to our end user customers. The three main forms of billing including direct bill are:

- A Local Exchange Carrier (LEC)-billed account bills collect calls from the facility to the local phone company. Charges appear on the called party's monthly phone bill
- A Direct-billed account allows collect calls to be billed monthly from Securus Correctional Billing Services. The called party creating the account will be subject to a credit check (as allowed by state regulations) to create a Direct Billed account
- An AdvanceConnect/Prepaid account allows the inmate's friend or family to fund an account in advance and manage how much money they would like to spend on collect calls. If the inmate's friend or family member wishes to receive more calls, he or she may simply add more funds.

Securus offers friends and family members of inmates a wide variety of options to set up and fund prepaid accounts. Convenience drives account creation, and account creation drives more calling, so Securus has made the funding process is easy. To create and fund a pre-paid calling account, friends and family members can:

- Call our Customer Service center and speak with a live operator
- Use our automated interactive voice response system
- Use our mobile-friendly website
- Fund accounts by mail
- Visit one of more than 35,000 MoneyGram locations such as Walmart and CVS Pharmacy
- Visit one of more than 58,000 Western Union locations.



### **3.1.2 Scalability**

The contractor must be able to accommodate an increase in services during the term of the contract as directed by DOCCS at no increase in cost and continue to meet all service and performance requirements. The system must be able to incrementally increase to support a 50% increase in volume and/or end-user devices.

**Describe how your solution will meet this requirement and what actions would be needed to fulfill the demand.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The SCP platform has been specifically designed with the capability to scale to larger call volumes easily. The system has access to multiple carriers and is designed in a modular manner. Securus' Capacity Management team continuously monitors each component of the platform for defined capacity thresholds. The capacity team has created statistical models based on seasonality and calling patterns that helps us in forecasting the growing needs proactively so capacity is never overrun in the Data Center.

For user devices (phones) Securus will install the necessary equipment in the field and engineer the circuits to support the current devices with at least the required bandwidth for all phones in use at the same time. Because of its system architecture co-located in a carrier central office, Securus has the ability to easily add inmate telephone stations, or end-user capacity, up to and beyond a 50% increase in volume and/or end-user devices or to accommodate new capacity without the need to interrupt existing, ongoing operations. All of this can be provided as directed by, and at no cost to, DOCCS.

### **3.1.3 Network Services**

Unless otherwise agreed to by DOCCS, the contractor shall replace all circuits required to provide connectivity from each location to the contractor's proposed services. Unless otherwise agreed to by DOCCS, no proposed solution shall utilize existing or future DOCCS' telecommunication services installed at DOCCS locations. The contractor must be the customer of record for all telecommunication services used to support the proposed solution.

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus provides all telecommunications services used to support its inmate communications, and is the customer of record on those services.

### **3.1.4 System Trunking**

The system must be engineered to ensure that all outbound calls are totally non-blocked. The solution proposed must reserve separate bandwidth or channels for each phone without impacting the required bandwidth for the operational characteristics of the system.

**Describe how your solution will meet this requirement; detail the trunking requirements and the formula that will be used to fulfill the requirement.**

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus' Secure Call Platform (SCP) is a centralized call management system that has been installed in more than 2,700 correctional facilities. The system is designed in such a way that additional capacity is easy to add. We engineer our network utilizing a formula of: **Number of phones installed x (bandwidth required by G729/G711 VOIP protocol + IPSEC overhead)** to maintain the capacity required to prevent non-blocking of outbound calls or busy signals.

The central processing system is designed to be scalable for more capacity and is monitored 24x7. When capacity of concurrent telephone calls reaches a threshold (not at the limit), additional capacity is added. Since the central processing system capacity is managed to keep ahead of call growth, the maximum number of inmate phones is limited only by the connectivity delivered to the facility which is infinitely scalable by adding additional circuit bandwidth to the site and at the central data center when necessary.

Both the central platform and the individual site bandwidth are designed such that calls are not blocked due to capacity constraints.

The central processing system and its network capacity can scale to many times their current capacity within the current architecture and design.

### **3.1.5 Call Quality**

The contractor shall be required to provide telephone reception quality at least equal to current reception quality levels and shall accept DOCCS' decision regarding such determination. If an IP based solution is proposed, the bidder must detail which codec will be utilized and substantiate a Mean Opinion Score (MOS) of no less than 3.9 for the chosen codec.

**Describe how your solution will meet or exceed these requirements.**

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus is pleased to offer industry-leading digital service. Digital signaling provides vastly superior call quality than the analog signaling used by traditional premised-based telephone systems. With premised-based systems, it can be difficult to hear one or both sides of the conversation, detect and prevent three-way calling, detect call forwarding, or hear background conversations. The Securus centralized Secure Call Platform (SCP) uses private circuits and digital signaling to provide unsurpassed call clarity resulting in a higher accuracy of fraud detection and prevention, voice identification biometrics, and near-perfect sound quality.

# Secure Call Platform Voice Quality

According to the Kentucky Department of Corrections: “The clarity of the call is so clear we were able to hear what was going on in the background at the called party’s house, which was a domestic dispute. We quickly sent an officer to respond.”

Differences between digital and analog call quality are distinct, as are the methods used to compare their quality:

- In the old analog environment, the sound quality is measured by loss, noise, balance and grade of service metrics. Signal loss of each trunk is measured using a 1000 cycle tone (milliwatt) which identifies the total circuit loss that is usually in proportion to circuit length (mileage) and quality of the circuit itself (analog circuits using copper can be very old and may not perform well in wet environments).
- With digital signaling (used by Securus in our packet-based network), the sound quality is measured based on Mean Opinion Score (MOS). MOS is a subjective measurement derived by averaging ratings given by independent auditors to determine an overall score. Scores range from 1 (bad) to 5 (excellent). The standard for digital telephone quality is considered a score of 3.7 or better. Even though digital signaling allows for better detection of security threats, conversations can still be impaired if there is significant (i.e. greater than 100 milliseconds) packet loss or delays. This can happen if signaling uses the public Internet or a private system that does not have the necessary bandwidth to support the voice traffic.

Our SCP uses private Multi-Protocol Label Switching (MPLS) circuits within our network. MPLS is widely accepted to be the premium service available for transporting digitized voice signals. Further, ***we use a mixture of G.711 and G.729a signaling protocol (codecs)*** and we dedicate enough bandwidth for each conversation over our private network to keep packet delays under 100 milliseconds which ***provides the ability to achieve an MOS of 4.3 (better than digitized telephone quality)***. The quality is transferred directly to our recordings as we use only digital recording equipment for playback of calls.

## 3.1.6 Continuity of Services

The vendor must provide sufficient redundancy and business continuity recovery capability to meet a three (3) hour Recovery Time Objective (RTO) and a zero (0) Recovery Point Objective (RPO) of all ITS components.

**Describe how your solution provides operational redundancy, fault tolerance, and recovery so that services to DOCCS are not significantly diminished and that service levels, as defined in [Section 5](#), will continue to be met.**

## SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.

Securus has designed and implemented a robust network architecture that provides for quick disaster recovery, minimizing downtime for the Securus platform and its customers. Securus has

demonstrated its ability to recover efficiently under extreme circumstances, restoring service to our customers with no data loss. Securus has a strong record of meeting various Recovery Time Objectives, based upon contractual requirements with our vast customer base, as well as a demonstrated track record of a zero (0) Recovery Point Objective, even when faced with catastrophic events. What does this mean? It means our system, processes and people WORK!!!

## Risk Mitigation

Securus has implemented a platform and infrastructure designed to minimize potential outages and protect customer data. Multiple data centers, diverse network paths, redundant platform systems, and proactive monitoring mitigate the majority of risks.

## Data Centers

Securus maintains a presence in three data centers in three geographically diverse locations. Our data centers are designed to withstand worst-case events and maintain 99.95% availability. The data centers, managed and staffed by a carrier-class data center host, meet or exceed the Telecommunications Industry Association's (TIA) standard number 942 for Tier IV (highest availability) data centers including:

- Ability to withstand a 96-hour power event
- Two-hour fire protection
- Multi-layer physical security
- Multiple power delivery paths.

|   |   |
|---|---|
| <b>Tier 1 – Basic<br/>Small Business</b> <ul style="list-style-type: none"><li>• 99.671% availability</li><li>• Susceptible to disruptions</li><li>• Single path for power</li><li>• No redundant components</li></ul>  | <b>Tier 2 – Redundant<br/>Medium Business</b> <ul style="list-style-type: none"><li>• 99.741% availability</li><li>• Less susceptible to disruptions</li><li>• Single path for power</li><li>• Redundant components</li></ul>             |
| <b>Tier 3<br/>Large Business</b> <ul style="list-style-type: none"><li>• 99.982% Availability</li><li>• Planned activity without disruption</li><li>• Multiple paths for power</li><li>• Redundant components</li></ul> | <b>Tier 4<br/>Multi-Million \$ Business</b> <ul style="list-style-type: none"><li>• 99.95% Availability</li><li>• Can withstand at least one worst-case event</li><li>• Multiple paths for power</li><li>• Redundant components</li></ul> |

TIA-942 Infrastructure standards for data centers  
Telecommunications Industry Association

Also, Securus data centers have redundant uninterrupted power systems, N+1 generator redundancy, and N+1 cooling redundancy. All systems and network equipment have redundant power paths. Multiple telecommunications carriers also serve each data center for load balancing and path diversity. Securus data centers are staffed 24x7x365 for immediate physical assistance inside the data center.

Multiple checks ensure data center physical security, including guarded, photo-verified check-in; dual-door authentication (card and biometric); and a mantrap (interlocking door controller) at the data center suite entrance.

## Redundancy

Redundancy is a key component of the Secure Call Platform (SCP). While operating on a single platform, Securus' SCP runs on duplicate environments in separate data centers in Atlanta, Georgia, and Dallas, Texas. Each component has N+1 redundancy, meaning that a failure of any one component does not result in downtime because there is a backup available to resume its function. In addition to the inherent redundancy of SCP, Securus has also designed redundancy into all support systems, either through N+ 1 configuration, database clusters, virtual machines,

load balancing, or other failover methods. All network transport has redundant network equipment and routing to allow traffic to reroute in the event of a failure.

The SCP platforms in Dallas and Atlanta were designed and built to the same specifications. This standardization allows re-homing of systems from their primary data center to an alternate data center in the event of a failure. As part of our Business Continuity plan we execute a disaster recovery exercise annually whereby we redirect traffic from one of our largest DOC customers from the Dallas data center to the Atlanta data center to confirm our ability to continue to service the DOC in the event of a catastrophic failure of our Dallas data center or vice versa. This capability assures that we will be able to meet your requirements of three (3) hour Recovery Time Objective (RTO) and a zero (0) Recovery Point Objective (RPO) of all ITS components.

All circuits coming into Securus data centers use multiple diverse carriers, including the interconnections between data centers. In the event of a failure, traffic will reroute across a redundant circuit or path. In addition, Securus uses multiple carriers for inmate calls from the SCP platform. Calls to family and friends will immediately reroute upon failure of any carrier.

Securus uses multiple methods of storage to minimize the risk of data loss. All critical systems and data are backed up at regularly scheduled intervals and stored offsite for retrieval, if needed. In addition to offsite storage, Securus replicates voice clips, call recordings, and validation data between the data centers.

Securus uses industry-leading vendors for all platform and network hardware, including Dell, Cisco, Oracle, EMC, Big IP, and Intel. In addition to the redundancy designed into the platform and network, Securus also maintains a spare parts inventory onsite at each of our data centers to expedite repair of a failed component. Securus also maintains premium-level support contracts with each vendor that defines stringent service level agreements in case of a failure.

Securus maintains an inventory of spare parts for our facility-based components at our headquarters in Dallas, Texas, and has distribution agreements with multiple vendors to provide expedited national delivery service. The corporate headquarters maintains a standardized emergency recovery package of frequently used spare parts and equipment that will be available for shipment to support restoration efforts at our customer sites. Our technical field representatives located throughout the country also carry an inventory of the most commonly needed spare parts. With spare parts on board our service vehicles, most facility-based equipment malfunctions can be resolved with a single site visit.

## **Proactive Monitoring**

### **Data Centers and Network**

Securus continuously monitors all data centers, infrastructure components, platform systems, and inmate telephone systems (ITS) using the SolarWinds® suite of network performance monitors. The SolarWinds performance monitors are highly configurable to provide real-time monitoring, event notification, alert history, and statistical information. An alarm condition creates immediate visual alerts and email notifications.



The Securus Network Operations Center (NOC) provides 24x7x365 monitoring for all Securus systems, including SCP, network, back-office systems, and data centers. The NOC proactively monitors these systems to ensure performance is optimal and uninterrupted. In addition to system- and network-level monitoring, the NOC also monitors real-time video surveillance and environmental alerts for our data centers. Securus maintains a fully redundant backup NOC at a separate physical location, should services be disrupted at the primary location.



SolarWinds® Typical Monitored System and Application Elements





Securus Primary Network Operations Center



Securus Backup Network Operations Center

## Premise Equipment

The Securus Technical Support team provides 24x7x365 monitoring of all facility-based equipment and directly supports facility installations via telephone and email. Technical Support monitors connectivity for all installations and all installed equipment including integrated access devices (IADs), visitation phone monitoring (VPM) units, switches, and uninterrupted power supply (UPS) systems. The systems are polled every two minutes and their vital operating statistics sent every 10 minutes. Upon receiving an alert indicating network failure, Securus will open a trouble ticket with the appropriate circuit provider. In the case of a premise-based equipment failure, a Securus Field Technician is dispatched to the facility for on-site repair.



SolarWinds® Device Monitoring Example (Bandwidth & Network Latency)

In addition to real-time monitoring and alerting, Securus technical support also leverages the SolarWinds network performance monitor to gather and evaluate historical data for network alerts, bandwidth usage, packet loss, and hardware performance. The detailed level of monitoring available via our network performance monitor allows the technical support group to take proactive steps to prevent or mitigate facility outages and to ensure the correct resources are engaged if dispatch is necessary.

## Restoration

### Platform and Network

In the event of a disaster impacting SCP or our network, Securus immediately assembles a team of engineers to begin investigation and restoration of services. Securus maintains a schedule of on-call personnel for immediate response to service-impacting events and will also engage third party vendors, if required. If a state of emergency is declared, the Securus Business Continuity Plan will be activated.

### Facility-Installed Systems

Securus prioritizes recovery of premise-based equipment by facility type and equipment location. Maximum-security institutions and institutions with high inmate phone usage receive priority. Prioritization also considers customer requirements and preferences. Securus has developed procedures and checklists to protect personnel and equipment in the event of an emergency situation. Securus will combine headquarters and field staff efforts to expedite service recovery wherever possible. Securus coordinates each checklist to ensure compliance with each facility's guidelines.

Securus has a field support department with more than 165 field service associates supported by a centralized field dispatch team. The Field Service Technicians (FST) are strategically located to support ongoing maintenance, as well as any disaster recovery situations. The FSTs are supported by senior technical support resources and engineering to expedite repairs and minimize customer downtime.

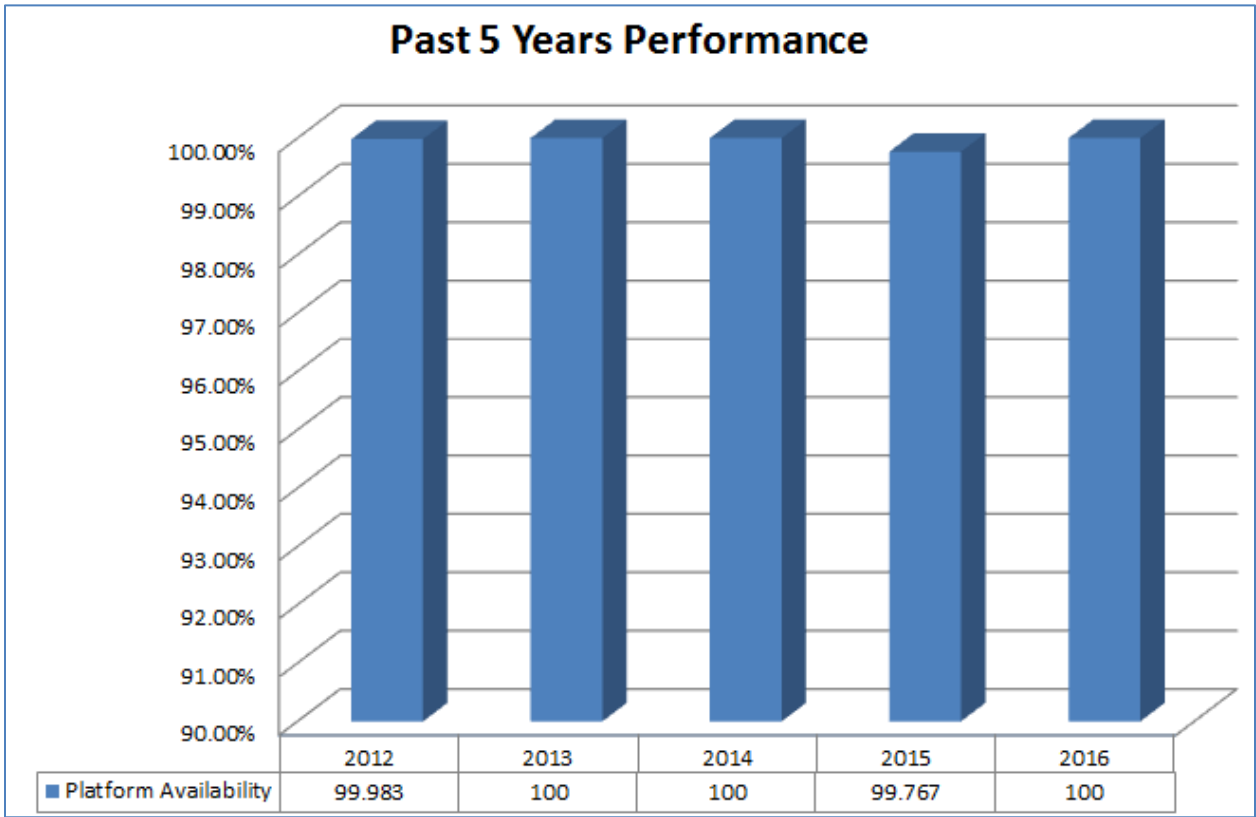
## Reporting

Upon confirmation of a service-impacting event, the NOC will issue an internal service interruption report (SIR). The SIR will include the nature of the outage, impact to facilities, and estimated time of restoration, if known. Each incident is assigned an urgency level based on the level of customer impact.

Customer contact personnel receive SIRs, so they can communicate with customer facilities proactively or reactively as required by the facility. In addition, technical support may communicate a service-impacting event via a splash screen on the SCP user interface introductory page, whenever possible. Regular updates ensure that the information provided is always current. Securus executives also receive all SIRs, so they are aware of all customer-impacting events.

The NOC will issue a final SIR upon issue resolution. Securus investigates each incident and completes a root-cause analysis (RCA) following all service-impacting events. After the root cause is determined, Securus makes RCA documents available to customers upon request.

# Performance



The SCP is one the most stable calling platforms in the industry, with nearly perfect, 100% availability. Through design, proactive monitoring, and rapid-response procedures, Securus minimizes customer-impacting outages. Data storage with multiple layers of redundancy minimizes the risk of losing critical data and recordings.

When disasters strike, Securus responds quickly and methodically to ensure the fastest restoration of service possible. And we have been tested.

In the spring of 2015, the Dallas, Texas, area, home to two Securus data centers, was impacted by weeks of significant storms, resulting in 27 deaths and more than one billion dollars of property damage due to flooding. Early one morning, lightning struck a Securus data center, damaging cooling units. Normally, this cooling would have been restored within minutes, but the roads leading to the data center were closed due to flooding, which caused a longer response time for service technicians. Securus' equipment rapidly overheated and began to fail. More than a quarter million dollars of components suffered fatal damage and needed replacement. Even with this once-in-a-lifetime series of compounding events, **calling services were restored the same day** for most facilities, and **there was no loss of customer data, investigative data, or recordings.**



### 3.1.6.1 Backup

The vendor shall be responsible for performing all system and database back-ups and archiving. The vendor shall provide all archival hardware, supplies, and network and recovery procedures to ensure that no data will be lost.

The vendor must back up all DOCCS information and store copies securely off site in compliance with DOCCS security policies. Vendor must certify the availability and integrity of back-up data and the media on which it resides.

**Describe how you will meet these requirements including frequency of backups, off-site location(s) and security of transfers.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus stores call recordings in centralized, disaster-resistant, carrier-class data centers. All equipment used to store recordings is monitored by the Securus Network Operations Center (NOC) 24 hours a day, seven days a week, and 365 days a year.

For redundancy, SCP writes all recorded calls to two separate Storage Area Networks (SANs), using two separate connections. Securus also archives all call recordings to an offsite storage facility for the third layer of redundancy. Recordings can be downloaded from SCP in various, widely-used formats and copied to a CD, DVD or any portable media.

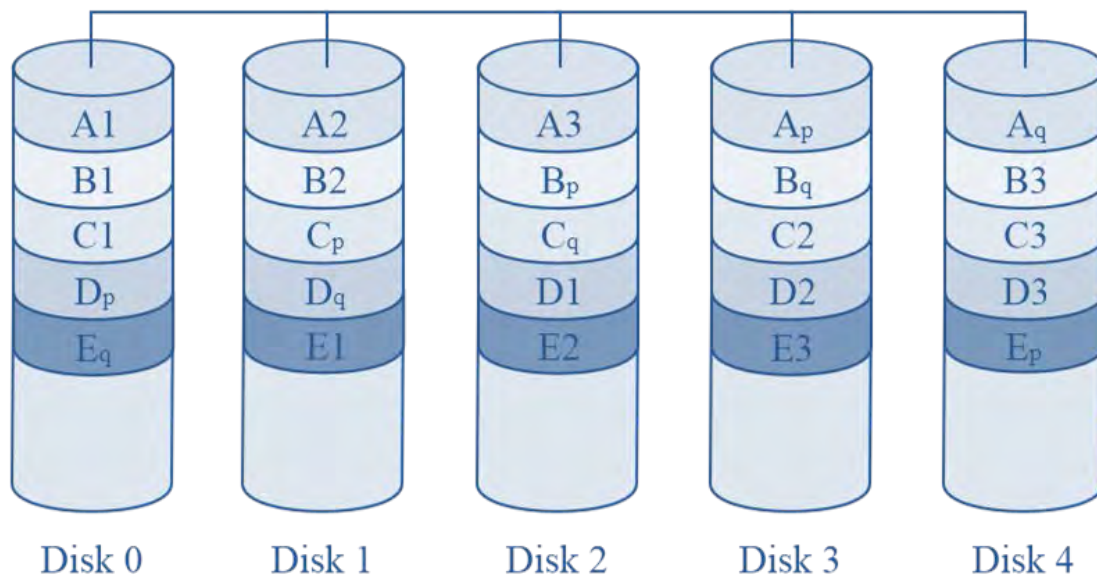
The Securus SCP provides a unique set of features and advanced technologies to store call recordings.

Traditional premises-based calling platforms use local hard drives that may fail and are susceptible to local disasters. Premises-based systems needed manual backup schemes that are no longer necessary with SCP. SCP uses Storage Area Networks (SANs), special-purpose, high-speed networks that interconnect different kinds of mass storage and shared storage devices (such as disk arrays, tape libraries, and optical jukeboxes) with associated data servers.

The SAN architecture makes all storage devices available to all servers on the network. The SAN solution delivers complete scalability for a facility's storage requirements and supports disk mirroring, backup and restore, archival and retrieval, data migration from one storage device to another and the sharing of data among different servers in a network.

New storage devices added to a SAN become accessible from any server in the network. The SAN uses a series of standards to spread data across multiple drives for additional protection and redundancy. This technology enables the SAN to deliver superior performance and fault tolerance to disk failures ensuring data is no longer susceptible to drive failures. Accordingly, the SAN provides facilities with the ultimate protection against drive or server failures.

Within the SAN, SCP uses a combination of several RAID technologies including RAID5, RAID6, and RAID10. Even if one of the hard disk drive fails during the data recovery process, the system will continue to operate without data loss.



The Securus SAN has more than four (4) petabytes of storage space and is continuously monitored and managed through automated processes and storage policies. When these very large storage systems approach designated thresholds, Securus expands capacity to ensure all authorized call records and recordings are retained in secure, disaster-resistant locations.

The Securus data center storage solutions provide facilities with technology that is:

- **Scalable** to meet any facility's contractually required storage demands
- **Resistant** to local disasters through multiple copies stored within the data centers and off-site
- **Highly available** through the unique architecture and design of the data storage model
- **Partitioned** and **compressed** to run queries faster
- **Secure, protected, and monitored** to enable total recall of data

SCP records and stores basic call data with the capability to provide management reports. Securus does not limit the call data storage time. Since every site's requirements are different, Securus works with each facility customer to define their optimal data storage timeframe. All recordings are stored online as well as on remote copies. Typically, call detail records are stored for seven years.



### 3.1.6.2 Uninterruptible Power

The solution must assure no loss of ITS functions for a minimum of three (3) hours due to a loss of commercial power in the DOCCS' facilities. The vendor must provide an ITS capable of full recovery from a power outage automatically once commercial power is restored.

**Describe how your solution will meet this requirement including what facilities and services DOCCS must provide.**

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

#### Uninterruptible Power Supply Facility Backup

Securus will maintain an uninterruptible power supply (UPS) backup for the equipment installed on DOCCS premises. Securus commonly uses uninterruptible power supply models, such as the Eaton 5PX UPS, which eliminates spikes, sags, surges, transients, and all other over/under voltage and frequency conditions, providing clean power to connected critical loads.

Eaton 5PX UPS



Combining extended runtime capabilities and exceptional efficiency, the Eaton 5PX UPS is a powerful enterprise class backup solution. An ENERGY STAR® qualified UPS, the 5PX's managed outlet segments allow you to monitor energy consumption down to the outlet level on its intuitive LCD screen, while convenient virtualization-ready bundles and Intelligent Power Software Suite enable seamless management in virtualized environments.

#### Calls In Progress

The Integrated Access Device (IAD) and uninterruptible power supply (UPS) maintain all in-progress telephone calls while blocking additional call attempts after the event. When power is exhausted (up to five hours with extended battery modules), the system terminates all calls in progress and powers down to a quiescent state that allows it to resume full operation automatically after the restoration of commercial power.

## Uninterruptible Power Supply Data Center Backup

Securus operates and maintains two major data centers networked to the equipment installed on DOCCS premises. Each data center has an uninterruptible power supply (UPS), and a generator to provide maximum network uptime. The traditional data circuits (MPLS, Frame Relay, VoIP) all have dual connectivity feeds to/from the telecommunication carrier to each of our data centers.

The UPS systems in our primary data center have 2N redundancy. Dual source power runs through a static bypass switch. Battery rooms support the UPS systems with gel cell battery banks. Fifteen minutes of battery backup is available at full load (such as 90 watts per square foot). Each battery bank is continuously monitored to ensure optimal operation. Upon loss of commercial power for more than 15 seconds, paralleling switchgear automatically powers all nine generators; generators are shed to cover load as needed. Typically, the transition from UPS to generator power takes 60 seconds.

## Data Center Power Conditioning

The uninterruptible power supply (UPS) system filters, spikes, sags, surges, transients, and all other over/under voltage and frequency conditions, providing clean power to connected critical loads. Power distribution units (PDUs) distribute power to individual customer racks via remote power panels. Each rack has redundant power strips (A & B) routed to diverse PDUs. Diverse uninterruptible power supply systems feed each power distribution unit.

## Required DOCCS Facilities and Services

Securus has engineered the network architecture in such a way that there is no requirement to utilize DOCCS facilities and services. However, should DOCCS be willing to provide access to the facility backup generator power grid, Securus can connect the UPS infrastructure to this power grid to prevent any downtime at all.

### **3.1.7 Single Clock Source**

The vendor shall ensure that inmate call processing equipment, call detail recording, and recorded conversations will be synchronized from a single time-of-day clock source for all of DOCCS' locations.

**Describe how your solution will meet this requirement.**

### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus time servers are synchronized with NTP (Network Time Protocol) which uses UTC (Universal Time Coordinated, an evolution of Greenwich Mean Time) as our primary source for keeping all data center servers coordinated in time. NTP provides time keeping for millions of clients around the world.

Securus' private network consists of multiple time servers to ensure availability of time synchronization with the servers communicating with each other as well as communicating with

the atomic based Stratum servers provided by NTP to ensure an absolute, high accuracy and consistency of timing used for time stamping call and activity events. The Stratum time servers represent the single source of time synchronization. All applications and nodes within our network use the UTC, maintained by the Securus time servers, as a clock source reference. Applications within the Securus private network manage time zone offsets for purposes of display and reporting. For time stamps related to inmate calls, SCP user interface will automatically convert the UTC time stamps into the time zone defined for each DOCCS facility and automatically includes consideration of day light savings time. All of this attention to accurate time keeping, consistency of storage time zones, and automatic time-zone application of time stamps means that DOCCS will have confidence in accuracy and relevancy of the date and times presented throughout the SCP user interface.

### **3.1.8 Recording and Monitoring**

The system must provide undetected monitoring of real-time inmate conversations, store and replay of historical conversations with the option of storing to removable media, and the ability to lock certain call recordings from deletion. These capabilities shall be provisioned to allow access to some or all features by unique user ID. (e.g. Facilities staff may only monitor calls in real time, while investigative staff have the full feature set.) All removable media must be encrypted. DOCCS is interested in understanding all features available for managing the recorded call search, playback, and copying processes.

**Identify removable media to be provided and describe all features that will allow DOCCS to streamline and accelerate these functions and download selected recording(s) to external media if desired.**

**Describe how your solution will meet this requirement.**

### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The Securus Secure Call Platform (SCP) has an integrated recording and monitoring system. The automated system is designed to be a cost-effective solution for all correctional facilities of any size. Multiple levels of security provide that only authorized personnel can access and monitor the inmate recordings. Authorized personnel can listen to live or archived recordings via multi-media PC interfaces connected over local area networks (LANs).

### **SCP Recording and Monitoring:**

- ✓ Provides undetected monitoring of real-time inmate conversations
- ✓ Stores and replays historical conversations with the option of storing to removable media
- ✓ Provides ability to lock certain call recordings from deletion.

### **Call Monitoring**

The SCP Live application allows for real-time, undetected, monitoring of calls in progress via a multi-media PC workstation. Facility personnel (with appropriate privileges) can monitor live calls by highlighting the call in progress and clicking on the speaker icon. This process is undetectable

by the inmate or the called party and does not disrupt the recording process. Concise descriptions of activity appear for each phone in use. For example, the system shows the specific telephone location, inmate PIN, the destination number dialed, city and state of the destination, and start time and duration of each call. SCP also displays any restrictions such as “watched” or “private,” and the status of the call, such as “in progress,” “calling destination,” or “getting acceptance.”

SCP can also automatically eliminate all monitoring or recording of special calls, such as calls to legal counsel, by designating the number as a “private” number. SCP prevents all unauthorized attempts to listen to private calls—the user interface will not display the speaker icon to play private calls. The call record also lists the call as “private” on the user interface.



### Call Monitoring, Silent (Undetected)

When monitoring occurs, the system incorporates analog suppression/amplification hardware that allows monitoring of calls without inmate or called party detection. There is absolutely no noise, volume loss, or other indication of monitoring to assure complete investigator anonymity.

### Call Recording

The integrated SCP recording application works independently, so there is never a need for integration of a third-party manufacturer’s product. This allows the facility to deal with a single vendor if any issues arise.

The SCP uses large capacity hard drives, along with RAID (Redundant Array of Independent Disks), that virtually extend the call storage period to meet your specific needs. Recordings are stored on-line for immediate access for 12 months, or any other length of time required by DOCCS. The SCP can also burn the information to CD or DVD for additional back up, if necessary.

The SCP can record all calls simultaneously and allows personnel to listen to pre-recorded calls while active calls continue to be recorded. The system records the entire conversation from call acceptance to termination.

### Remote Access to Recording and Monitoring

With integrated recording and monitoring applications, other agencies, such as the local police departments, can also access these functions. Any authorized user with an approved user name and password can easily, and remotely, access recording and monitoring of inmate calls from any computer or device with access to the Internet. Securus has tested and certified the playback of calls and live monitoring on:

- Operating Systems/Devices

- iOS
- Android OS
- OS X
- Windows
- Browsers
  - Internet Explorer
  - Firefox
  - Chrome

## Removable Media

While call recordings may be downloaded onto removable media, the Anywhere, Anytime access afforded by the web-enabled SCP user interface eliminates much of the need to perform this task. Outside agencies can be granted very specific security permissions which allow them to only download recordings, or a desired set of recordings can be provided via electronic notification while maintaining the security of DOCCS system. Securus proposes encrypted flash drives for DOCCS such as the Kingston's DataTraveler Vault Privacy 3.0 USB flash drive.



Kingston's DataTraveler Vault Privacy 3.0 USB Flash drive provides affordable business-grade security with 256-bit AES hardware-based encryption in XTS mode. It protects 100 percent of data stored and enforces complex password protection with minimum characteristics to prevent unauthorized access. For additional peace of mind, the drive locks down and reformats after 10 intrusion attempts. It also features a read-only access mode (enabled via SafeConsole for the Managed model) to avoid potential malware risks.

SCP user interface supports the ability to store exported data including reports and collections of call recordings to removable media. Supported removable media include CDs, DVDs, flash drives, and similar devices. Many such removable media may be configured to support hardware level encryption of the data placed on them. SCP user interface is able to support the use of encrypted, removable media due to the encryption being performed by the computer system (including the removable media). The decision to use or not to use encrypted, removable media is therefore one that can be made by DOCCS personnel on a case by case basis in accordance with DOCCS data control procedures. Given the flexibility to use removable media – whether encrypted or not – along with the ability to give select users of the SCP user interface access only to what they need, DOCCS will have tremendous control over and agility to address the security of data access and exports.

## SCP Features

SCP's centralized architecture and packet-based design creates the optimum combination of performance, quality, security, and end-user control on the market. The SCP system is **fully loaded** with our industry-leading patented features and functions and is virtually future proof and scalable. We update our system multiple times each year (at no cost to our customers) to make sure you *always* have access to the best technology in the industry – both now and in the future. Key SCP features are listed below, highlighting features available for managing the recorded call and copying processes.

| KEY SCP Features                                  |  |
|---|--|
| Anywhere / anytime access                         | Anywhere / anytime access security                 |
| Automated operator                                | Billing name and address report                    |
| Billing name and address for dialed numbers       | Call acceptance - called party                     |
| Billing name and address history                  | Call acceptance - inmates                          |
| Call acceptance - active                          | Call acceptance - passive                          |
| Call acceptance - dual party                      | Call acceptance - silent                           |
| Call acceptance - mute                            | Call announcement - rates                          |
| Call acceptance - positive                        | <b>Call monitoring - controls</b>                  |
| Call announcements                                | <b>Call monitoring - kill call</b>                 |
| Call announcements - balance                      | <b>Call monitoring - scan patrol</b>               |
| Call duration - controls                          | <b>Call monitoring - silent</b>                    |
| <b>Call monitoring - forward call</b>             | Call progression - controls                        |
| <b>Call monitoring - media player</b>             | <b>Call recording - archive configuration</b>      |
| <b>Call monitoring - security and reporting</b>   | <b>Call recording - burn to cd, dvd, ipod, usb</b> |
| <b>Call notification for monitoring/recording</b> | <b>Call recording - configuration</b>              |
| Call quality                                      | <b>Call recording - expiration</b>                 |
| <b>Call recording - burn for data playback</b>    | <b>Call recording - management</b>                 |
| <b>Call recording - cd format selection</b>       | <b>Call recording - security and reporting</b>     |
| <b>Call recording - email configuration</b>       | <b>Call recording - simultaneous</b>               |
| <b>Call recording - labeling</b>                  | Call restriction                                   |
| <b>Call recording - media player</b>              | Call restriction by time frame/period              |
| <b>Call recording - silent mode</b>               | Call set up prompt                                 |
| <b>Call recording - storage</b>                   | Call termination controls                          |
| Call restriction by call type                     | Call tracker - recording and case note management  |



| KEY SCP Features   |   |
|--|---|
| Call schedule controls   | Call tracker - security                     |
| Call suspension  | Call type - direct billed                   |
| Call termination warning   | Call type - free                            |
| Call tracker - search  | Call type - instantpay/paynow               |
| Call type - advanceconnect                                       | Call type - international                   |
| Call type - fcc  | Call type - traditional collect             |
| Call type - inmate debit   | Call velocity controls                      |
| Call type - instantpay/text2connect                              | Call voice prompts                          |
| Call type - prepaid calling card                                 | Chain of evidence                           |
| Call validation  | Covert alert                                |
| Call voice overlays  | Covert alert - email notification           |
| Chain dialing prevention   | Crime tip alert                             |
| Commissary order by phone  | Facility portal - call detail reports       |
| Covert alert - barge in  | Facility portal - call type report          |
| Covert alert - investigator acceptance                           | Facility portal - daily call volume chart   |
| DTMF detection   | Facility portal - online help               |
| Facility portal - call frequency chart                           | Facility portal - quick look                |
| Facility portal - commission reports                             | Facility portal - service ticket management |
| Facility portal - investigation tool                             | Global blocking list                        |
| Facility portal - order materials                                | Informant line                              |
| Facility portal - revenue reports                                | Integration with commissary                 |
| Facility portal - user management                                | Integration with trust                      |
| First calls free   | Integration by e-imports                    |
| Global allowed number list                                       | Language selection - english                |
| Hook switch dialing prevention                                   | Language selection - spanish                |
| Inmate recorded name   | Officer check in                            |
| Integration by web services                                      | Officer check in - search                   |
| Integration with oms   | On/off controls and security - phone(s)     |
| Isolated talk paths  | On/off controls and security - system       |
| Language selection - multiple/additional (french, russian, etc.) | PAN auto list - refresh                     |

| KEY SCP Features                                 |   |
|--|---|
| Modify by customer, site, group, phone, pin, dtn | PAN - integration                       |
| Officer check in - reports                       | PAN - restrictions                      |
| Officer check in - security                      | Permalink                               |
| On/off controls and security - remote            | PIN - configuration                     |
| PAN - auto                                       | PIN - duplicate prevention              |
| PAN - inmate managed                             | PIN - integration                       |
| PAN - manual                                     | PIN - restrictions                      |
| PAN - verified/not verified                      | Private/privileged call schedules       |
| Phone service for hearing impaired (tdd/tty)     | Quick call download as wav              |
| PIN - controls                                   | Remote call forward detection controls  |
| PIN - generation                                 | Remote call forward detection flag      |
| PIN - profile                                    | Remote call forward detection warn      |
| PIN - schedules                                  | SCP report - advanced searches          |
| Private/privileged calls                         | Outbound dialing                        |
| Real time change application                     | Remote information sharing              |
| Remote call forward detection disconnect         | SCP report - call frequency             |
| Remote call forward detection real time          | SCP report - emergency call             |
| SCP notification screens                         | SCP report - rcfcd action configuration |
| SCP online help                                  | SCP report - informant line             |
| SCP report - ad hoc ability                      | SCP report - pan frequency detail       |
| SCP report - call detail                         | SCP report - saves                      |
| SCP report - debit                               | SCP report - voice biometrics frequency |
| SCP report - export to excel, csv, pdf           | Secure instant mail                     |
| SCP report - hourly usage                        | Security by role                        |
| SCP report - pan frequency                       | Security templates                      |
| SCP report - pan management                      | Speed dial                              |
| SCP report - tips                                | System log - latest activity            |
| SCP report - voice biometrics status             | System log - pan entry change           |
| Security by ip address                           | System log - recording log              |
| Security multi-passwords                         | System log - security template change   |
| Voice biometrics                                 | System log - user management change     |

| KEY SCP Features                          |                                     |
|---|-------------------------------------|
| System log - custody account change       | Three way call detection disconnect |
| System log - management change            | Three way call detection warn       |
| System log - phone number change          | Virtual phone groups                |
| System log - scan patrol log              | Voicemail controls                  |
| System log - system access                | Voicemail outbound                  |
| Three way call detection controls         | <b>Word spotting</b>                |
| Three way call detection flag             | <b>Word spotting dictionary</b>     |
| User management                           | <b>Word spotting controls</b>       |
| Visitation phone monitoring and recording | <b>Water Marking</b>                |
| Voicemail inbound                         | <b>Watched numbers</b>              |

### 3.1.8.1 Investigative Support

The vendor shall provide live, real-time investigative analysis that allows authorized users employed by the vendor and by the Department to view and analyze a percentage of call data to establish links between selected inmates and called parties, to include activities such as gang, drug, victimization, extortion, and other nefarious activities.

The system should also be able to provide reports on call-pattern analysis and call-volume distortions in real time.

**Describe the proposed system's ability to fulfill the real-time analysis requested above, the number of analysts, and the percentage of calls that will be analyzed.**

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The following is an overview of the Securus Investigative Support offering:

### Investigative Support Powered by Guarded Exchange (GEX), a Securus Company

Securus provides a comprehensive suite of investigative products and is the industry leader in live monitoring of inmate calling. Our solution includes the most advanced technology available integrated into a single, cohesive system whose sole purpose is to aid agencies in generating Actionable Intelligence™.

Securus' Guarded Exchange Investigative Support Solution includes:

- Live Analyst Call Monitoring.

- 70 proprietary technologies that allows Securus' skilled Communication and Investigation Analysts to data mine through millions of phone calls, emails, financial transactions and other information sources providing intelligence that counts.
- Nearly 100 highly trained and skilled analysts, with over 450 years of combined experience. Out of that comes over 275 years of Corrections, Law Enforcement, and Investigative backgrounds.

Securus' Guarded Exchange Solution provides experience that can only be achieved through time tested processes and solutions.

GEX has monitored over 4 Million Calls and this number grows every day.

NM DOC, KY DOC, MO DOC, PA DOC and FL DOC utilize these services daily.

As calls are processed through the inmate telephone system, and analyzed using Securus' full array of investigative support services, agencies are able to enhance their investigations while adding efficiency and productivity.

Securus will also layer in our Investigative Support team, a 100-plus person investigative force- soon to be over 200, mostly having a Corrections and/or Law Enforcement background that work alongside and at the direction of DOCCS investigators to uncover leads and deliver results to focus investigations and close more cases. This combination of capabilities will provide the greatest level of security and investigative value for DOCCS.

Securus has been delivering experienced, certified, professional investigative support personnel to provide live monitoring of calls longer than any other vendor. As such, we have developed tools and processes that are refined and proven to be effective.

Securus' Guarded Exchange Investigative Support Solution was the first of its kind in the nation and other vendor solutions cannot match the experience and effectiveness of their capabilities.

As such, we have developed tools and processes that are refined and proven to be effective in large scale DOC environments. These are tools that no other vendor can replicate or provide.

Securus has been providing live call monitoring and Investigative Support for the State of Missouri Department of Corrections (MO DOC) for more than five years enhancing the investigative effectiveness of the DOC.

We urge caution when evaluating other vendors' offerings, as the promise of monitoring calls cannot be effectively achieved without experience and full integration with your investigative suite of tools.

Effective live call monitoring is a function of three things:

1. The number of trained personnel available to listen to calls
2. The level of comprehensive understanding of what your investigators are looking for in calls, and
3. Having full integration into your investigative software and systems so that “Actionable Intelligence™” derived from calls can reach investigators in a timely manner

Securus offers these monitoring services as an integral part of the overall investigative and intelligence gathering suite of services that other vendors simply cannot match.

Offender calls to be monitored will be targeted based on the use of proprietary data mining, behavioral analysis and filtering technologies and other proprietary strategies in conjunction with the intelligence gathering priorities established by the DOCCS.

With our built-in investigative support program, Securus will provide the largest and best-trained set of personnel to listen to and review as many calls as required by the DOCCS.

For this deployment, we are offering to provide monitoring of up to **7% of all inmate telephone calls**. That translates into more than **1.5 million calls** annually and potentially an excess of **10 million calls** over the life of the contract.

In providing the monitoring and reviewing of offender calls, Securus, through our Investigative Support team, will incorporate any data mining strategies established by the DOCCS investigative teams. The monitoring will use a combination of proprietary technology and our highly trained investigative personnel for the purposes of collecting intelligence from inmate calls completed using the proposed SCP ITS.

The use of these trained personnel, proven strategies and technologies will identify at a minimum the following:

- Suspicious or suggestive key words or phrases
- Calls that suggest threats to the safety and security of the facility, staff, volunteers, and inmates entrusted to the care of the DOCCS
- Criminal activity inside and outside of the facility

This extension of the DOCCS’ investigative tools will assist you daily in meeting your investigative goals and objectives, including assistance with identification of owners of contraband cell phones or additional focused support on high profile cases.

This is an important feature of the investigative support team. While daily monitoring of calls is a primary goal and activity, upon request from DOCCS, the team can be quickly redirected to a targeted subset of calls with the ability to monitor and report on thousands of calls in a matter of hours or days, rather than the weeks required by our nearest competitor. No other vendor is equipped to perform in emergency or high security situations, such as escapes, disturbances, and

gang/STG activities. Securus is not only equipped, but we have performed and delivered in just these types of situations repeatedly for our customer partners.

Securus will submit all gathered Actionable Intelligence™ upon discovery in a format agreed to by the DOCCS. Securus will create an account team consisting of Investigative Specialist(s) to provide daily and/or weekly business meetings with the DOCCS investigative teams. The purpose of the meetings will be to review the on-going success of the program, make adjustments as necessary and to discuss creative solutions that may enhance the program.

Securus will suggest and recommend programs that have proven successful through our existing monitoring of calling for the Missouri Department of Corrections (MO DOC) where we are currently monitoring over 70,000 calls per month.

Please note: detailed documentation of a third-party study completed examining the effectiveness of call monitoring at the Missouri DOC is available upon request.

## **Digital Forensic Services**

In addition to Securus' Communication and Investigative Analysts, we also staff Certified Digital Forensic Examiners and Certified Cellebrite UFED Touch Users. This provides both State and Local agencies with the ability to receive extracted cellular data from confiscated phones alongside proactive call monitoring.

Cellular Forensics brings another level of examination to the Securus investigative support solution. Examiners provide a comprehensive and analytical breakdown of cellular data utilizing Cellebrite and numerous other Computer Forensic programs (Encase, Internet Evidence Finder, Passware, Oxygen Phone Forensic Suite, and Forensic Explorer) that are also able to perform in-depth forensic analysis on acquired devices as well as any form of digital media. To date, we have processed over 2,000 devices. We currently have labs in Jefferson City Missouri, and the Central Office of the Florida Department of Corrections.

Our Forensic Examiners are also certified to perform data extraction of devices that are damaged, locked or unsupported by other forensic tools using the latest Chip-Off Forensics technique.

Chip-Off Forensics is the process of removing the flash memory from the printed circuit board of a device using either a heat or no heat method, depending on the purpose of the extraction, and reading and analyzing the raw data stored on the chip.

The ability to perform this process allows agencies to access more locked and damaged devices than ever before; thus, adding to the potential of vital intelligence and data gathered from devices.

The combined experience of our Forensic Staff combined with the Industry Leading Hardware and Software would ensure that the highest quality of Digital Forensic Services on mobile devices, and any digital media, would be of the highest standard.



For this deployment, we are offering to establish a Digital Forensics Lab at a location to be determined by DOCCS for the exclusive use of the Department. We will staff this lab with up to 6 technicians and support staff, giving the state the ability to have as many as 200 devices per week processed.

#### **3.1.8.2 Simultaneous Access**

Recording or monitoring equipment may be centralized or hosted and shall have the capability of undetected recording of every completed inmate telephone call for the duration of that call. The vendor shall provide the ability and bandwidth for a minimum of 20 simultaneous users who can listen to any recording at one time at any facility or any combination of facilities while continuing to meet the requirements of [Section 3.1.4](#), *System Trunking*.

**Describe how you intend to meet this requirement, explain whether the recording will be hosted or centralized, detail the bandwidth and equipment requirements required to meet this objective.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

SCP UI, as a centralized system, is scaled to allow for simultaneous access from all serviced facilities across the country

- 20 additional, simultaneous users is not a problem
- Securus maintains a 24x7x365 NOC for monitoring performance and capacity to address capacity bottlenecks before they become service impacting

Data networks for accessing call recordings are engineered separately from those necessary to carry the inmate call traffic

- Call recordings are maintained in a centralized, Securus data center

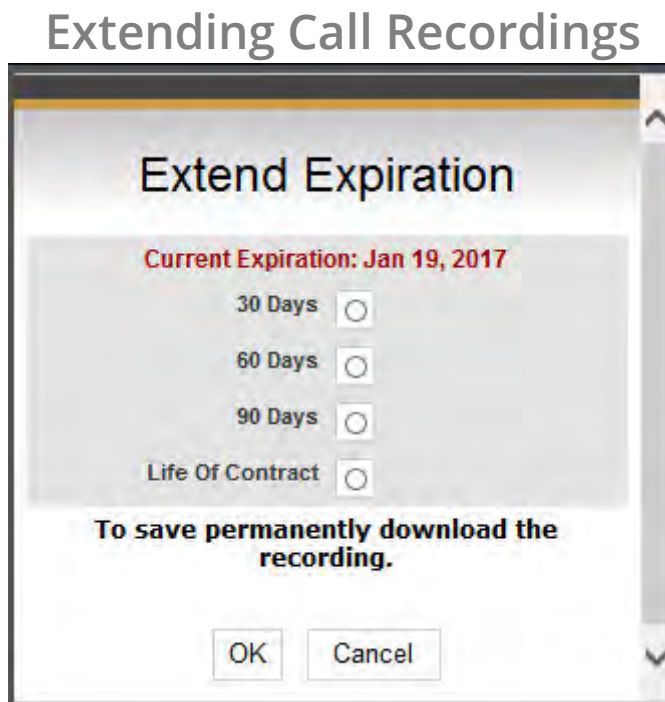
Securus will engineer the facility access data network(s) to accommodate streaming of at least 20 simultaneous call recordings.

#### **3.1.8.3 Storage**

The vendor must store all call recordings and associated call detail records for twelve (12) months at no additional charge to DOCCS. All calls locked by DOCCS for investigative purposes shall be stored indefinitely by the contractor and remain available throughout the life of the contract period at no cost to DOCCS. At the end of the contract period, all locked calls will be turned over to the succeeding contractor without additional cost to DOCCS.

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

SCP's Call Tracker feature can extend the expiration of a recording. At times, investigators do not want recordings from active investigations purged from the system—regardless of the recording retention policy in effect. Authorized users can protect a recording from being purged by extending the expiration of the call by 30, 60, 90 days, or for the life of the contract by selecting the Extend Expiration icon.



At the end of the contract period, all locked calls will be turned over to the succeeding contractor at no additional cost to DOCCS.

#### **3.1.8.4 Chain of Evidence**

The vendor must assure that the chain of evidence is protected when copying recordings to removable media and vendor must provide the software or tools necessary for playback.

**Describe how you will provide this function and explain its capabilities.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The Securus Secure Calling Platform (SCP) provides a patented method for ensuring the authenticity of inmate call recordings made through the platform. This security feature—the Chain of Evidence—is a key component of SCP and is automatically included in all installations. The Chain of Evidence prevents tampering with the call detail record and call recording. SCP encrypts, time-stamps, and verifies the authenticity of each recording.

SCP meets or exceeds the Rules of Evidence used in state and federal courts for the admissibility and authenticity required in a court of law.

In addition to the Chain of Evidence provided through SCP, Securus will provide expert staff to testify, at no cost to DOCCS, to the authenticity of the call recordings made on SCP.

## Chain of Evidence

A phone call made on the Securus SCP creates a record, known as a call detail record (CDR), which includes—at a minimum—the following information:

- Customer name
- Facility name
- Originating station
- Destination number
- Start and stop time of the call
- PIN, if used by the facility

This information provides context information about the call. It is this context that differentiates a typical recording from one that can survive an evidentiary challenge to its authenticity. SCP combines this contextual information with the audio data in memory and writes the information to disk as a continuous data stream. It is not possible to modify the recording after recording to disk, and each recording contains the critical information about the authenticity of the data.

Storing this data in one combined unit creates a strong audit trail for identifying and proving the origin of the recorded call.

## Creating the Audio Data

The recording process starts as soon as the called party answers the phone. This provides a record of the entire interaction between the SCP and the called party before the called party accepts the call. This interaction includes everything the called party says and all voice-over announcements, including the following information:

- Location of the originating call
- Inmate name
- Call rates
- Call acceptance
- Notification messages, such as the standard announcement that the call is subject to monitoring and recording

The recording is “complete” in real time and does not depend on the inmate and called party ending the call to have a “header” or other information written into the CDR. This feature is significant because the recording package is constructed real-time throughout the call and is un-editable, or locked, with all of the required data to identify the call. This guarantees that any

recording produced for legal purposes is the original data (recording and call details) and cannot be modified.

## Downloading Calls as Evidence

SCP allows authorized users to copy recorded conversations to any external media device connected to the user's PC, such as CD, DVD, mp3 player, or USB drive. This feature facilitates easy sharing of recordings for investigative or court purposes. To maintain the accuracy of data and recordings during downloading and copying, SCP stores the files—both audio and CDR information—embedded within an industry-standard read-only format that prevents the possibility of tampering. In addition, when a user downloads any recording or recordings to external media, the download includes the player software and everything that user needs to utilize the relevant information.

"I estimate that I request phone records for eight out of every ten subjects I investigate, and of the 100 subjects that I have helped convict over the past four years, probably half of those were because of telephone recordings provided by the Securus platform. Securus has been so successful in assisting with my cases that the US Attorney's Office has asked me to get inmate calls for all cases."

*- Master Police Detective Michael Wachsmuth, a Tactical Field Officer working with the Alcohol, Tobacco, and Firearms division of the Federal Justice Department.*

### 3.1.8.5 Retrieval

The system shall permit authorized staff to attach textual descriptions or "notes" to each recorded call record allowing for descriptions of the recording. Each recording must be indexed by date, time, Automatic Number Identification (ANI), Personal Identification Number (PIN), Terminating Number (TN), and textual "notes." Date and time stamps shall be identical to the date and time stamps recorded in the system's call detail records and call processing equipment. The recording must be searchable by date, time, inmate's PIN, ANI, TN, "notes" or any logical combination thereof. Search and retrieval of recorded conversations shall take no longer than 20 seconds. Search and playback of calls will not require a manual media change.

**Describe how your solution will meet or exceed these requirements.**

### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The Securus Secure Calling Platform (SCP) allows authorized users to add notes and tracking numbers to call detail records associated with recordings. Using this feature, known as Call Tracker, users click the notepad icon located in the call detail record, to add notes to an inmate call. The Call Tracker feature gives authorized users the ability to add a tracking number, gang

affiliation, duration into the call, and any other notes associated with the call. This feature also allows authorized users to either keep the note private to their investigation or to share the note with other users. From the Notes screen, users may also view previous notes associated with the same call.

## Adding a Note to a Call Detail Record

The screenshot displays the 'Call Detail Records Search' interface. At the top, there's a navigation bar with links: HOME, SYSTEM, MONITOR, TOOLS, ADMIN, and FACILITY PORTAL. Below this is a 'MANAGEMENT LEVEL' section with dropdown menus for Facility (Securus Demo Site), Site (All Sites), Phone Group (All Phone Groups), and Phone (All Phones). The main section is titled 'Call Detail Records Search' and includes a 'FILL IN SEARCH CRITERIA' form. This form has various input fields: Country Code, Custody Account #, First Name, Last Name, Dated Number, PIN #, Prepaid Account #, Termination Category, Blocked Reason, Call Type, Call Status, and Date Criteria. There are also checkboxes for International, Watched, Private, 3-way, and Voice Biometrics. A 'Search' button and an 'EXCEL' link are present. Below the search form, a table shows '140 Results' with columns: SITE, PORT LOC, DIALED #, START, END, DLEN, and ACCT #. The table lists several entries for 'Securus Demo Site' with details like 'je test 4', 'Local', and various phone numbers and dates. An arrow points from the first row of the table to an 'Add Note To CDR' modal window. This modal window has fields for Tracking # (4422), First Name (Cora), Last Name (Conklin), and a 'Do Not Share' checkbox. It also features a list of 'Available Users' (Cathy Hough, Gary Hulseman, Courtney Johnson, Craig Chaboneau) and a 'Selected Users' list. A 'Notes' section contains the text 'Attaching to Case #4422'. At the bottom of the modal are buttons for 'View Previous Notes', 'Cancel', and 'Save Note'.

When searching for Call Tracker entries, users can navigate to the Call Tracker Search Tool. The Search Tool allows users to search entries by tracking number, authorized user name, phone number dialed, inmate account number, and PIN. Users can also complete a full-text search on the notes added to the call, such as gang affiliation and the start or end date of a call. As with every report in the SCP user interface, the search results are exportable to Excel, PDF, or CSV.



# Searching for Call Tracker Records

HOME SYSTEM MONITOR TOOLS ADMIN FACILITY PORTAL

MANAGEMENT LEVEL  
Facility: Securus Demo Site Site: All Sites Phone Group: All Phone Groups Phone: All Phones

## Call Tracker Search

FILL IN SEARCH CRITERIA (\* indicates Required Fields)  
(Use \* for wild card / partial searches)

Not Shared: ☐ Tracking #: First Name: Last Name: Custody Account #: PIN #: Dialed Number: Notes:

Start Date/Time: 05/19/2010 04:19/2011 Results Per Page: 10

Search EXCEL PDF CSV Reset

2 Results PAGE 1 OF 1

| CDR | TRACKING # | TRACKER NAME | DIALED #   | ACCT#/PIN       | NOTE               |
|-----|------------|--------------|------------|-----------------|--------------------|
|     |            | Disa Sonci   | 9722770596 | 0343 0343       | share all          |
|     | S272010    | Huong Allen  | 9722770596 | S252010 S252010 | This is Huong test |

# Searching and Retrieval of Recordings

HOME SYSTEM MONITOR TOOLS ADMIN FACILITY PORTAL

MANAGEMENT LEVEL  
Facility: Securus Demo Site

## Recording Management

ADD NEW

| NAME                 | CD IMAGE          |
|----------------------|-------------------|
| 018962 Investigation |                   |
| 018963 Investigation |                   |
| Condin               | Download CD Image |

Recording Management

Folder Name: /

| ITE               | PORT/LOC | STATUS | NAME | PIN | START               | END                 | CDR               |
|-------------------|----------|--------|------|-----|---------------------|---------------------|-------------------|
| Securus Demo Site | LP 1     | (1)    |      |     | 05-19-2010 08:34:42 | 05-19-2010 08:34:42 | 99 (x)<br>1.20(m) |
| Syslog            | LP 1     | (1)    |      |     | 11-02-2010 10:16:37 | 11-02-2010 10:16:43 | 6 (x)<br>0.1(m)   |
| Securus Demo Site | LP 41    | (1)    |      |     | 11-02-2010 13:55:36 | 11-02-2010 13:56:28 | 82 (x)<br>0.87(m) |
| Syslog            | LP 1     | (1)    |      |     | 11-02-2010 08:34:30 | 11-02-2010 08:34:42 | 12 (x)<br>0.1(m)  |

☒ Create CD Image ☒ Move Selected ☐ CD Total Files ☐ CD Size Test ☐ CD Running Time ☐ CD Minutes Time

Selected Files: 30 Total Files 30 Size Test 30 Running Time 30 Minutes Time

The percentage shown below includes space reserved for the additional files necessary to support and play back the recordings.

CD Size: 64 % of 100MB  
 CD Size: 71 % of 100MB  
 CD Size: 71 % of 100MB

CD Size: 64 % of 100MB  
 CD Size: 71 % of 100MB  
 CD Size: 71 % of 100MB

CD Size: 64 % of 100MB  
 CD Size: 71 % of 100MB  
 CD Size: 71 % of 100MB

Create CD Image Download CD Image Cancel



Securus allows investigators to access to all investigative tools via a single web portal known as the SCP user interface.

Investigators can search for calls using criteria such as:

- ✓ Called Party (TN)
- ✓ Calling phone (ANI)
- ✓ Date
- ✓ Time
- ✓ PIN
- ✓ Account
- ✓ Duration
- ✓ Locations
- ✓ Single site or Group of sites
- ✓ Call attempts
- ✓ Just completed calls

Investigators can listen to recordings, within the limits of their security access, using SCP's powerful call player. The player includes easy-to-use search capabilities, and features such as pause and fast-forward. A visual waveform helps investigators bypass areas of limited talk time and to quickly identify particular events.

When listening to a recording, the audio is "streamed" to the user's computer. This safeguards the original recording. Chain of Evidence safeguards prevent access to the original recording to eliminate any chance of intentional or accidental manipulation or deletion.

Calls less than one year old can be retrieved within the requested timeframe. Call recordings that are marked "store for life of contract", could take slightly longer to retrieve because of the required data mining.

#### **3.1.8.6 Equipment and Network Access**

Network access and all equipment or software required allowing DOCCS to monitor, retrieve, playback, and store recordings to removable media, or print local reports shall be provided by the vendor. All removable media must be encrypted by the proposed system. Any equipment to be deployed must be approved by DOCCS. DOCCS currently has approximately one workstation per facility and approximately 67 remote workstations with this capability. DOCCS reserves the right to add additional workstations at no additional cost to DOCCS.

**Describe all alternative methods available to access and monitor live and recorded calls from portable devices, including but not limited to, laptops, tablets, and smart-phones. Include all system features available and all standard system features not available through these devices. Identify how access from these devices is authenticated, managed, identified and tracked and the security features associated with each type of access.**

## **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Remote access allows DOCCS users the same features and functionalities permitted by the user's level of access, available on a Securus-provided workstation.





Because the recording and monitoring applications are fully integrated into the system, our Inmate Telephone System is extremely user friendly. The system allows for remote access by other agencies, such as the local PD's, without residing on DOCCS network. Any authorized user with an approved user name and password can easily and remotely access recording and monitoring of inmate calls from any internet connected PC. The system automatically provides the encryption that is used on removable media data, and ensures court-admissibility. Securus will work with DOCCS to have all deployed equipment authorized and approved in advance of implementation.

Historically, Securus features have relied upon the Microsoft Internet Explorer web browser; however, as the needs of our users have changed, and access methods have advanced, Securus is once again rising to meet these needs. Our dedicated team of developers continues to work tirelessly to ensure the Securus solution is not tied to one particular device or browser.





















## **User Interface Flexibility**

Securus has designed and developed the user interface of SCP to function in most web browsers and on nearly all internet-connected devices. Because there are differences in software and hardware specifications across the various providers, Securus has included a basic list below that outlines the capabilities available for each. Using these browsers, users can access the software and perform their authorized functions from a multitude of devices including laptops, smartphones, tablets and iPads. This access is provided in a similar fashion regardless of the device, ensuring the absolute best user experience. From each of these devices, a user simply opens a browser, navigates to <http://www.commandcenter.securustech.net> and enters their username and password. The following charts depict basic functionality available with each type, but are not intended to be a comprehensive list. It should also be noted that the audit trail (tracking) and security features for each user are exactly the same, whether using a laptop, desktop or mobile device.

### Opera, Chrome, and Firefox Brower Playback Capabilities

| Function                        | Description  | Supported ?   |
|---------------------------------|--|---|
| <b>Audio Recording Playback</b> | Playback audio recordings from CDR, Call Tracker, Informant Line, Emergency Call, Covert Alert, Officer Check In reports, and Basic and Advanced audio recording |  |
| <b>Video Recording Playback</b> | Playback video recordings from CDR report (CT DOC functionality) (requires QuickTime)  |  |
| <b>Clips Playback</b>           | Playback clips created for Pre recorded Name, Voice Biometric utterances, Advanced CrimeTip  |  |
| <b>Live Call Monitoring</b>     | Listen to a call during Live Call Monitoring   |  |

### CD/DVD Recording Capabilities

| Function                          | Browser /   |   |   |   |
|-----------------------------------|---|---|---|---|
|                                   | Internet  | iPad  | Android   | New Browsers  |
| <b>Create CD Image</b>            |  |  |  |  |
| <b>Download CD Image</b>          |  |  |  |  |
| <b>Send CD Image via Email</b>    |  |  |  |  |
| <b>Open CD Image</b>              |  |  |  |  |
| <b>Playback from CD HTML page</b> |  |  |  |  |

Although the software is now available for multiple browsers, the official browser for the SCP UI remains Internet Explorer.

### 3.1.8.7 Access to Recordings

Access to live monitoring or recordings must be controlled by a multi-level password authentication that provides at least the following differentiating functionality:

- listening to live conversations only
- listening to live or recorded conversations with the ability to store to removable media

**Describe how your solution will meet or exceed these requirements.**

#### SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.

The Securus Secure Call Platform (SCP) provides an advanced, multi-level password scheme specifically designed to provide facility administrators the ability to assign unique levels of access to anyone using the different features of the SCP. There are view and change options for each module depending on the need of the user. This allows administrators to give users permissions to only listen to live conversations or, perhaps, to listen to both live and recorded conversations and control the ability to store them to removable media.

## Manage, Create, Edit, Predefine User Levels in SCP

Administrators can manage, review, edit, and delete all security "templates", predefine templates, and add new templates as required - all from one location in SCP.

| NAME                          | DESCRIPTION   | PREDEFINED |
|-------------------------------|---|------------|
| 3rd Shift - blocking only     | Night jailers can block number but no changes otherwise |            |
| 5.0 Huong test                | routing test  |            |
| 5.0.1 Add Template            | Huong Test  |            |
| 5.1Huong Test                 | Huong test  |            |
| ADC-test1                     | This is for the demonstration                           |            |
| ALL BUT NO 3 way              | ALL permissions but no 3 way                            |            |
| ALL BUT NO FREE               | All but free  |            |
| Admin -                       | Everything  |            |
| Admin - Crime Tip Modify      | Crime Tip Modify Access Admin                           | ✓          |
| Admin - Crime Tip Read        | Crime Tip Read Access Admin                             | ✓          |
| Admin - Informant Line Modify | Informant Line Modify Access Admin                      | ✓          |
| Admin - Informant Line Read   | Informant Line Read Access Admin                        | ✓          |
| Admin - No Monitor            | Administrator w/o Live Monitoring Rights                | ✓          |

The administrator may modify the initial access levels or create additional levels based on facility clearance objectives for each tool. SCP generates a user log with the user name, time of access, and modules accessed.

## Create New Security Templates

HOME SYSTEM MONITOR TOOLS ADMIN FACILITY PORTAL

MANAGEMENT LEVEL  
Facility  
Securix Demo Site

Create New Template

FILL IN TEMPLATE INFORMATION (\* Indicates Required Fields)

Name: Sheriff Access

Description: 1 (200)

Administrators can create new security templates based on unique requirements.

| Admin                      | Monitor | Reports | System |
|----------------------------|---------|---------|--------|
| Admin - Security Templates |         |         |        |
| Admin - User Management    |         |         |        |

Create Cancel

## Additional Password Policy Options

SCP provides flexible Password Policy options, enabling administrators to customize login security to meet their needs. Passwords can be configured by location, length, days to expire, and even the number of password cycles before password reuse. Additional configuration options include reminders for password expiration and minutes of allowable inactivity before session timeout.

If a user does not change their password before expiration, the user must contact the site administrator for password reset. This administrator assigns a random password and requires the user to create a new password when they log in.

## Password Configuration Options in SCP

HOME SEARCH ADMIN MENU

Customer Detail

CUSTOMER INFORMATION

Id: D-0001 Name: Securix Site Code: SECUR State: TX

Description: Securix Demo Site Status: ACTIVE Sites: Kellway Test Lab Allen, Mayberry Police Department, Mayberry Police Department, Production Support

Timeout (minutes): 420 Enforce Strong Password: YES Enforce IP: 1/0

Password Policy: Min Length: 8 Max Length: 14 Password History: 12 Days to Expire: 30

Expiration Reminder: 5

Applications Available: SECURE CALL DEBIT, EDADV

Accessed Applications: ADMTOOL, SCH, EDBAS, EICONFIG

Passwords can be customized in length, duration, recurrence and more.

Cancel Update

The “Forgot Your Password” feature available from the login screen offers online support for users who have forgotten their password. System security requires users to provide the correct answers to preset questions before their password can be reset. Once a new password is created, SCP emails confirmation to the address linked to the user ID.

### 3.1.8.8 Call Monitoring Suppression

DOCCS desires the ability to disable real-time call monitoring of calls made to specific speed dial numbers (e.g. \*77) or 10-digit numbers at the facility and system level. Disabling call monitoring must not prevent these calls from being recorded.

**Describe how your solution can provide this capability.**

#### SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.

Securus provides the ability to disable real-time monitoring of calls made to specific speed dial numbers or 10 digit numbers, while also recording calls to these numbers.

Utilizing the capabilities in the Global List section of the SCP user interface, an authorized user can enter a specific number or speed dial, create a Covert Alert and then mark the “Hide Call” option. This option allows calls to be placed to the number and recorded, but will hide the call events from the Monitoring screen.

| Alert Phone * | Alert Email | Alert Location * | First Name * | Last Name * | Status * | PIN | Hide Call                           | Geo Fence | Last Updated |
|---------------|-------------|------------------|--------------|-------------|----------|-----|-------------------------------------|-----------|--------------|
| 9722770433    |             | OTHER            | HIDDEN       | CALL        | ACTIVE   |     | <input checked="" type="checkbox"/> |           | N/A          |

## 3.2 Systems Management

The contractor must provide the following system management functions. Describe how your proposed solution meets each of the following requirements in this section.

### 3.2.1 Fault Management

The bidder’s solution must provide fault management capabilities that recognize, isolate, correct and log faults that occur in the system. The vendor must provide DOCCS with real time on-line notification of all systems alerts and alarms including the status of all incidents.

**Describe the capabilities, functionality and visibility that DOCCS will have with your fault management offering and the functionality of your fault management solution.**

#### SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.

Securus provides highly reliable service from initial system design and installation through ongoing maintenance and support. Our service and maintenance program includes integrated



remote programming, diagnostics, downloading, and troubleshooting capabilities. Securus does not charge for maintenance, support, training, and repair of system software and equipment.

## 24x7x365 Service and Support

The SCP platform provides continuous online supervision and diagnostics — as well as offline system access — for advanced programming, diagnostics, troubleshooting, and call traffic analysis. Securus proactively identifies potential software, hardware and network abnormalities using the SolarWinds® suite of performance monitors along with custom developed machine data analysis software that provides operational intelligence. These monitoring and measurement tools provide insights that allow Securus personnel to monitor all hardware, software and network components continuously. The Securus service center personnel can also access the SCP advanced diagnostics and program control for failure reports, service history, and other diagnostic information.

This state of the art monitoring system has reporting and alarming capabilities that allows Securus to configure customized trigger conditions to send notifications to DOCCS in the form of Email notifications, SMS, SNMP Traps, File Logging, Syslog messaging, Script execution etc.

## Network Operation Center

The Securus employees continuously monitor our Secure Calling Platform (SCP) from our Network Operations Center (NOC) headquartered in Dallas, Texas. The NOC is staffed 24x7x365 by network experts certified in the systems and software used to monitor all SCP functions and equipment, as well as the associated network. The NOC maintains failure reports, service history, and other diagnostic information, which are available to DOCCS when requested.

The SCP platform provides continuous online supervision and diagnostics — as well as offline system access — for advanced programming, diagnostics, troubleshooting, and call traffic analysis. The Securus service center personnel can access the SCP advanced diagnostics and program control for failure reports, service history, and other diagnostic information.

The NOC reports any actions required to prevent or repair any outages to each Securus employee supporting DOCCS. Securus will follow DOCCS protocols for communicating outages or repair actions in the unlikely event they occur.

# Securus Network Operations Center in Dallas, TX



## Premium Network Monitoring Capabilities

Securus proactively identifies potential system and network abnormalities through SolarWinds® suite of network performance monitors. This software allows Securus personnel to monitor all hardware, software and system metrics continuously.

Through network monitoring Securus can:

- **Proactively repair systems to prevent outages.** Many times corrections are made before a facility is aware of a problem. This means less downtime and increased system reliability for the facility.
- **Alert remote or on-site engineers of system threshold inconsistencies or alarms.** The NOC communicates with engineers through e-mail, short message service (SMS), or directly through a wireless phone to address the issue.
- **Receive real-time alerts when the system detects an error.** Monitoring identifies if network elements exceeded established thresholds and alerts Securus personnel of possible carrier network issues.
- **Ensure sufficient resources are in place.** The Securus capacity engineering team reviews call traffic volume reports and storage requirements throughout all systems to ensure sufficient network capacity.
- **Centrally monitor calling traffic to determine increases or decreases in the number of telephones.** With DOCCS agreement, the service and operations team will install additional telephones when required.

## Remote Programming, Diagnostics, and Troubleshooting

The Securus NOC continuously monitors the SCP platform and our network. If the NOC observes a failure/trouble in any of the platform components, it can escalate the issue to the Technical Support Center (TSC) for resolving the issue. This action could involve dispatching a Field Services Technician to a DOCCS facility.

## Technical Support Center

In 2009, Securus made a strategic decision to centralize management of all technical support. Today, Securus provides superior customer service capabilities from a state-of-the-art technical support center located in Dallas, Texas.

Approximately 50 technical professionals staff the Securus Technical Support Center (TSC) which handles approximately 8,000 inbound queries per month. The TSC provides a single-point-of-contact for Securus customers for issues ranging from minor maintenance issues to service outages. Clients can contact the TSC 24x7x365 by any of the following convenient methods:

- **Telephone** – 866-558-2323
- **E-Mail** – [technicalsupport@securustech.net](mailto:technicalsupport@securustech.net)
- **Fax** – 800-368-3168
- **Web portal** - <http://www.securustech.net/facility/Default.asp>

The technical service center offers our clients:

- Technical support and field dispatch 24x7x365
- Fully trained staff of support professionals to answer calls
- Trained professionals to provide quick problem resolution and a higher level of customer service
- Service event tracking to drive resolutions
- Prioritized calls and analyzed reports to ensure achievement of Service Level Agreements
- Certified technicians to provide quick problem resolution
- System and individual site connectivity monitored 24x7x365

## 24x7x365 Securus Technical Support Center



Securus technicians receive internal Securus certifications, based on our business and the products and services we support.

### Service Levels

When a facility calls Securus, an event tracking system assigns a trouble ticket, with one of three initial priority levels—P1, P2, or P3. Each level is designed to address specific system events and has a prescribed resolution timeline and escalation procedure. In all cases, Technical Support will respond to the customer within the required timeframe.

#### Priority 1 Service Level (DOCCS Levels 1 & 2)

A Priority 1 (P1) assignment—our highest priority assignment—occurs when a system event adversely affects 30 percent or more of system functionality. Examples of P1 service assignments include:

- Voice prompts not operating
- Features are not operating appropriately
- CD-burning abilities disabled
- Live call monitoring is not operating appropriately
- SCP access denied
- All phones out-of-service

**The response time for a P1 event is two hours.** If a dispatch is not required, Securus notifies the facility upon issue resolution. If a dispatch is required, Securus contacts the facility and provides an estimated time of arrival.

A P1 event escalates to:

- Technical Support Department
- Technical Support Manager
- Technical Support Director
- Regional Field Manager
- Executive Director of Service

If the problem resolution is delayed, escalation procedures within the Securus Management Team are activated to ensure appropriate resources are allocated to resolve the problem.

### Priority 2 Service Level (DOCCS Levels 3 & 4)

A Priority 2 (P2) assignment—our mid-level priority assignment—occurs when a system event adversely affects 5 to 29 percent of system functionality. Examples of a P2 service assignment include problems or errors with related to:

- Workstation
- Specific system ports
- Local Exchange Carrier (LEC) circuits
- Unblocks
- Blocked numbers
- Missing call detail records (CDRs)
- Call searching

**The response time for a P2 event is 24 hours.** If a dispatch is not required, Securus notifies the facility upon issue resolution. If a dispatch is required, Securus contacts the facility and provides an estimated time of arrival.

P2 events escalate to the Technical Support Department.

### Priority 3 Service Level (DOCCS Level 5)

A Priority 3 (P3) assignment—our lowest priority assignment—occurs when a system event adversely affects 5 percent or less of system functionality. System events adversely affecting some of available facility phones. Examples of P3 service assignments include:

- Static on the phone
- A party's inability to hear
- An inmate's inability to dial

- A broken phone
- Non-functioning dial pad
- Non-functioning cutoff switches
- An inability to generate reports

The response time for a P3 event is 72 hours. If a dispatch is not required, Securus notifies the facility upon issue resolution. If a dispatch is required, Securus contacts the facility and provides an estimated time of arrival.

P3 events escalate to the Technical Support Department.

## Escalations

If a dispatch is not required, Securus notifies the facility upon issue resolution. If a dispatch is required, Securus contacts the facility and provides an estimated time of arrival.

The supervisory escalation chain is:

- Technical Support Department
- Technical Support Manager
- Technical Support Director
- Regional Field Manager
- VP Service and Technical Operations

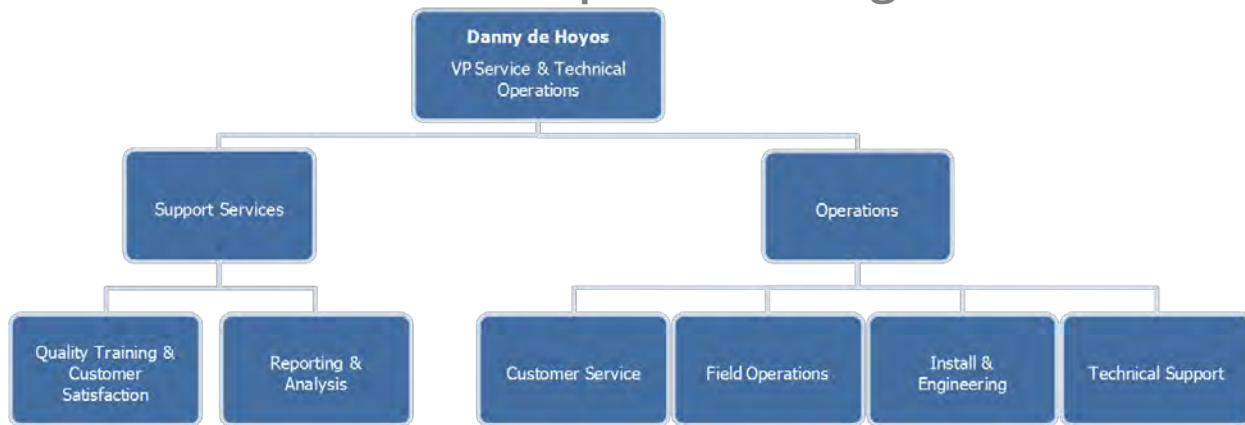
## Centralized Services Operations Model

All Securus services and operations are managed centrally, from our Service and Operations organization in Dallas, Texas. The Operations team's responsibility is supporting external customers, including Customer Service, Field Services, Installation and Engineering, and Technical Support. The Support Services team provides internal support services including Quality, Training and Customer Satisfaction, and Reporting and Analysis.

The following figure illustrates the Securus Service and Operations organization, which is staffed by full-time Securus employees.



## Services and Operations Organization

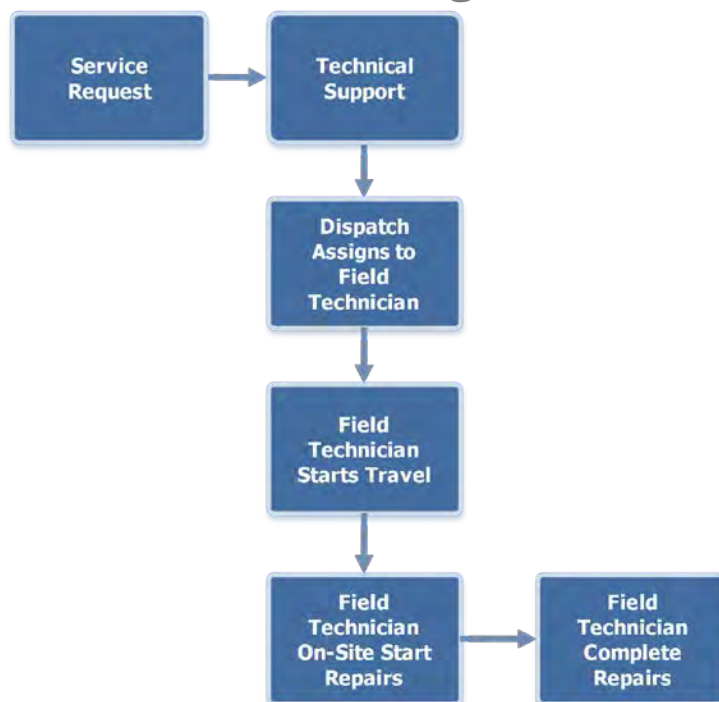


Securus adopted this operational model because of the natural interaction between functional groups. Having our support services integrated and centrally managed enables cross-functional group interaction, improving the response time, and efficiencies of our services.

### Call Routing

The TSC manages the flow of inbound calls through a call distribution system that routes calls directly to our support technicians in a skills-based, platform specific manner. Securus establishes response times and service level agreements that accomplish our key objective of providing timely resolution to each request. Service calls are answered 24x7x365 by live technicians to provide timely and quality customer service.

## Trouble Ticketing Process



In all instances, service will be requested through the TSC and field service personnel will be dispatched through trouble ticketing system to ensure documentation and timely resolution of all service tickets.

## Event Tracking System

The Securus event tracking system logs, tracks, manages, and assures an appropriate response to all service requests. The service request generates a unique trouble ticket number linked to each facility's service history and provides real-time updates. Each ticket has a priority level assignment, which drives diagnosis and response processes. The support technician performs initial problem diagnosis and isolation procedures, determines the nature of the problem, and resolves the problem or engages the appropriate party for problem resolution.

The TSC maintains ownership of all service requests and responsibility for the escalation and update functions. Every effort is made to resolve problems remotely and within the framework of resolution timeframes. However, if the problem requires on-site service, a technician is dispatched. Securus will contact the facility to arrange for the on-site service at the convenience of the facility.

DOCCS facilities can also open and track trouble tickets through our convenient facility portal.

## Facility Portal

Securus provides customer facilities with one of the only anywhere, anytime, single-point-of-access customer portals in the industry. Approved & authenticated users can access all calling activity, including all call detail reports. The Facility Portal also serves as the user interface to the Securus electronic trouble ticket system. Authorized users can initiate trouble tickets for repairs, track the real-time ticket status, and generate current and historical reports of trouble tickets with the Facility Portal. The facility Portal generates a tracking number for each ticket opened. Users can search for service tickets by ticket number or by date search. All updates are sent electronically in real-time to the originator of the ticket, as well as to DOCCS designee.

## Open Service Ticket

FRIENDS & FAMILY

CORRECTIONAL FACILITIES

ABOUT US

CAREERS

CONTACT US

Facility Portal

Facility Name

Dashboard

Portal Manager

Commissions Reports

General Reports

Order Materials

Downloads & User Guide

Service Center

Your Tickets

Create A Ticket

Date Search

Search Tickets

Create Service Ticket

Site: Facility Name

Problem Category: Please Choose a Category

Suggested Priority: Please Choose a Category

Problem Description: CDR Report Question/Request

Full Outage

Inmate Can't Place Call

Other

Partial Outage

Password Reset

Phone/Equipment Replacement

PIN Reset

SCP User Interface Question

Submit Ticket

## Manage Your Service Tickets

FRIENDS & FAMILY

CORRECTIONAL FACILITIES

ABOUT US

CAREERS

CONTACT US

Facility Portal

Facility Name

Dashboard

Portal Manager

Commissions Reports

General Reports

Order Materials

Downloads & User Guide

Service Center

Your Tickets

Create A Ticket

Date Search

Search Tickets

Help

Secure Call Platform

Log-Out

Your Service Tickets

| SITE NAME     | TICKET # | DESCRIPTION   | LAST UPDATED        | STATUS |
|---------------|----------|---|---------------------|--------|
| Facility Name | 13902698 | Div 11 VB enrollments   | 2011-08-16 09:56:04 | Closed |
| Facility Name | 13799269 | Voice Biometrics - the customer is enrolling/re-enrolling inmates in VB at Division 11... | 2011-08-12 11:06:10 | Closed |
| Facility Name | 13792501 | Report Request: Calls completed in 2008 from Division 1, Tier B-4 Call period is 9/1...   | 2011-08-05 15:19:43 | Closed |
| Facility Name | 13783054 | customer reports that he creates an iso image to burn to DVD and when image was downlo... | 2011-07-29 10:24:54 | Closed |
| Facility Name | 13782536 | Voice Biometric - Re-enrollments the customer is doing re-enrollments of inmates at t...  | 2011-07-28 11:10:58 | Closed |

1234  
Total Tickets

Clicking the ticket number in the service history generates a report with ticket detail. Users can review all the notes and the final resolution of any closed ticket at any time. If the ticket is currently open, users can create a new journal note. Consent to close a ticket can also be performed using the notes section.

Example of ticket detail:

## Ticket Detail

The screenshot displays the Facility Portal interface. The header includes navigation links: FRIENDS & FAMILY, CORRECTIONAL FACILITIES (selected), ABOUT US, CAREERS, and CONTACT US. The main content area is titled 'Ticket Details #13529104'. It shows the following information:

- Ticket #13529104**
- Call Description:** inmate pod #1 black phone not working
- Ticket Priority:** 3
- Ticket Status:** Closed
- Date Opened:** 12/29/2010 8:14:34 AM
- Last Update:** 12/29/2010 8:51:24 AM
- Solution Description:** reset sys

Below this information is a table of journal notes:

| JOURNAL NOTE ENTRIES |                       |  |
|----------------------|-----------------------|--|
| lgreathouse          | 12/29/2010 8:40:03 AM | Issue Resolved - waiting for Customer Approval |
| lgreathouse          | 12/29/2010 8:38:53 AM | Authorization Obtained from Hogan              |

At the bottom of the ticket details section, there is a button labeled 'Create A New Journal Note'.

## Facility Portal Reports

DOCCS users can view or download several reports from the Facility Portal:

- **Calling Activity Report** – This report provides details on the number and type of calls made from a telephone number at the facility.
- **Call Type Summary Report** – This report provides details on the number and type of calls made from a specific telephone number at the facility. Calls will be broken down by local, intraLATA, interLATA and interstate.
- **Daily Call Volume Snapshot** – This report shows a daily snapshot of calls and minutes compared to the daily average
- **Monthly Call Frequency Chart** – This chart details the most frequently called numbers from the facility.
- **Preliminary Monthly Revenue Report** – This report details all calls, minutes and revenue for a specific date range.
- **Preliminary Daily Revenue** – This report details all calls, minutes, and revenue for a specific date.

- **Investigation Tool** – This tool allows for tracking of a specific dialed number from any of the approximately 2,600 facilities serviced by Securus.

## The Securus Field Services Team

The Securus Field Services organization is one of the largest in the inmate phone system industry. Our team consists of approximately 150 Field Service Technicians (FSTs) located throughout the United States, including a team to support the systems in New York. Our teams have expanded based on our growing customer needs.

Our field services team installs and maintains inmate phone systems for approximately 2,600 facilities and a million inmates in 47 states. The Securus Field Operations Director manages three Regional Service Managers who possess more than 60 years of combined field service experience.

### Field Service Technicians

Securus requires that all FSTs have an extensive telecommunications background and tests each applicant before employment. Additionally, FSTs receive extensive Securus training and certifications to support our product offerings.

FSTs respond to critical issues within four hours (or less if required by specific DOCCS requirements). The technician is required to follow a structured technical and management escalation process if they are unable to isolate the problem within four hours. Our integrated support model keeps our centralized technical support team engaged through problem resolution. FSTs and the technical support team have direct access to product and development engineers, enabling them to expedite repairs and minimize customer downtime.

Securus field service technicians maintain a working level of spare parts for minor repairs consisting of telephone sets, handsets, dials, and replacement circuit boards, either on-site or in their truck. If a technician does not have a required part, Securus will drop-ship the item to the site. Securus will ship counter-to-counter on the same day in critical situations.

### Field Service Manager

In addition to FSTs, Securus customers are supported by field service managers who:

- Conduct remote visits via phone bimonthly. Based on information obtained from call, a trouble ticket may be opened
- Work with the account team quarterly to evaluate contract progress with DOCCS
- Provide the facility with applicable site information that assists them based on the account profile
- Monitor ticket traffic
- Resolve escalation issues, as needed.



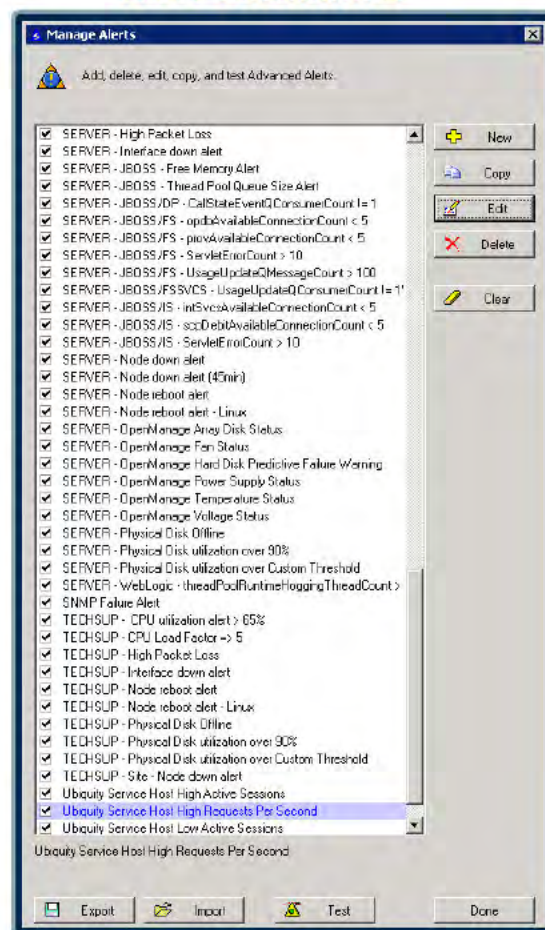
Each field service manager possesses the skills required to perform the duties of the field service technician and can provide additional or backup support as needed.

## Customized Alert Notifications

The Network Operations Center continuously monitors your hardware, software, and network performance. This allows our dedicated personnel to diagnose and resolve issues on your system, often before the customer notices a problem. Securus proactively identifies potential system and network abnormalities through our centralized diagnostic application Orion by Solar Winds. This tool allows us to isolate network issues down to the port level at the equipment located at DOCCS facilities. All performance issues are logged and will be provided to DOCCS in a variety of media. DOCCS will be notified via a splash-screen in SCP, incident notification via e-mail to the specified DOCCS e-mail address, and in DOCCS monthly maintenance report.

Securus has the ability to create an unlimited number of alerting conditions based on all elements we are proactively monitoring, as shown in the following figure.

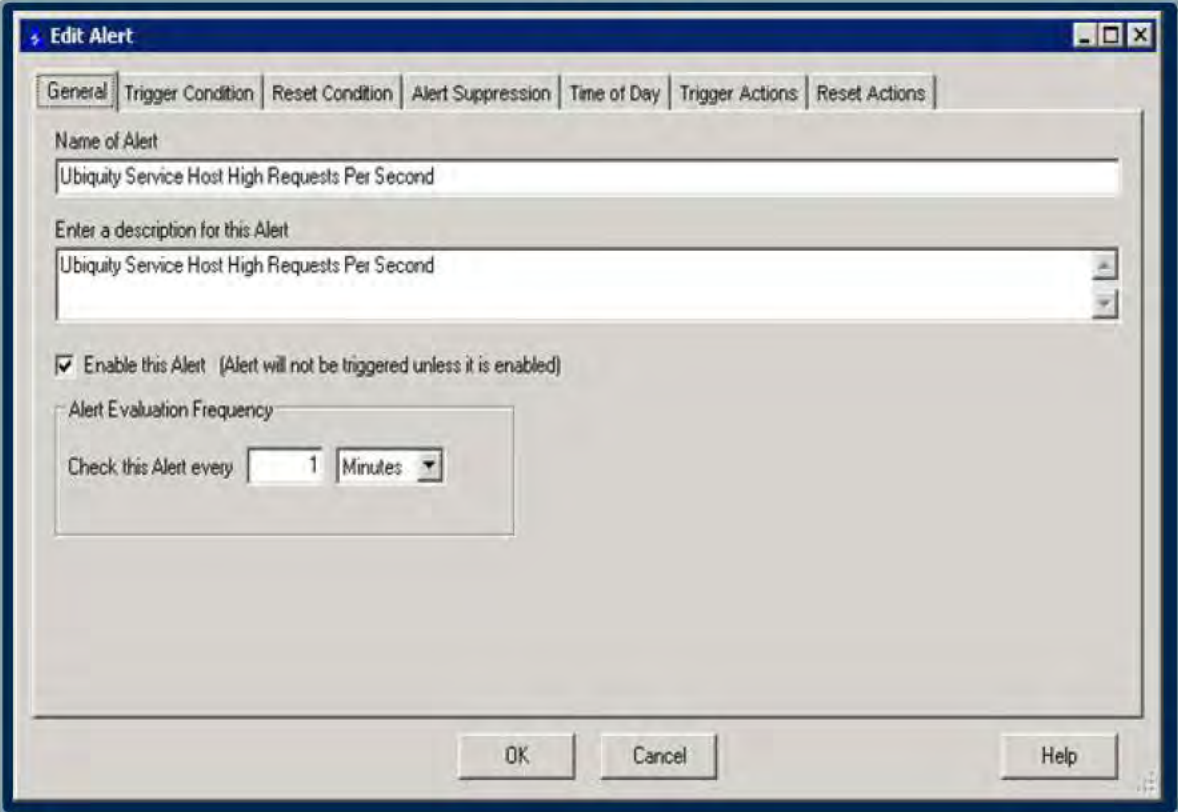
### Alert Conditions





Each alert is highly customizable, as shown in the following image. **Any alert alarm received from the SCP user interface can be printed for easier viewing.**

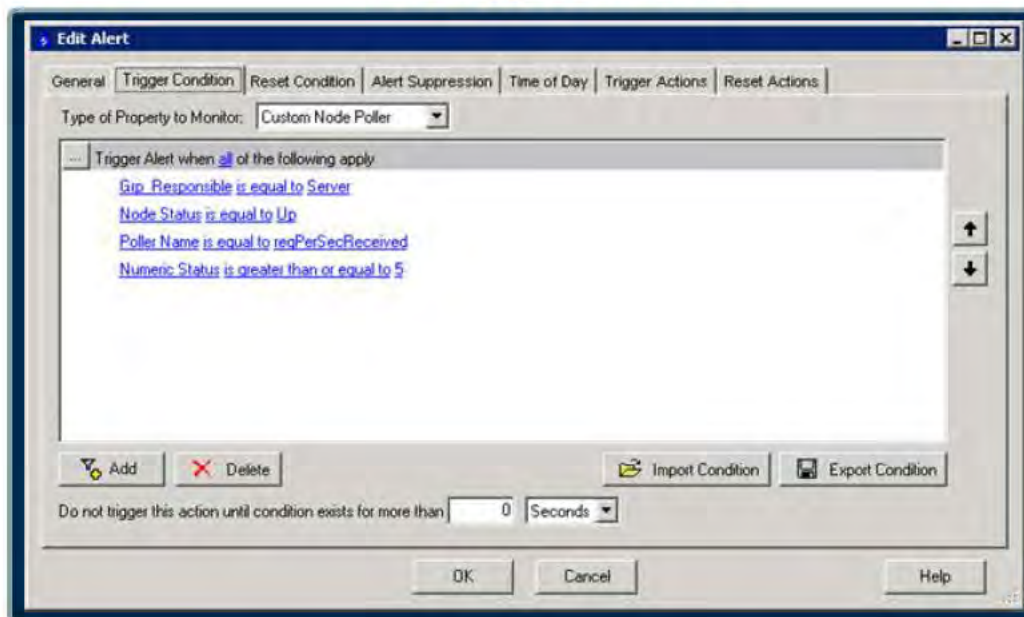
### Alert Settings



The screenshot shows a Windows-style dialog box titled "Edit Alert". It has a tabbed interface with the following tabs: "General", "Trigger Condition", "Reset Condition", "Alert Suppression", "Time of Day", "Trigger Actions", and "Reset Actions". The "General" tab is currently selected. Inside the "General" tab, there are two text input fields. The first is labeled "Name of Alert" and contains the text "Ubiquity Service Host High Requests Per Second". The second is labeled "Enter a description for this Alert" and also contains the same text. Below these fields is a checkbox labeled "Enable this Alert (Alert will not be triggered unless it is enabled)", which is checked. Underneath the checkbox is a section titled "Alert Evaluation Frequency" containing a label "Check this Alert every", a text input field with the value "1", and a dropdown menu set to "Minutes". At the bottom of the dialog box are three buttons: "OK", "Cancel", and "Help".

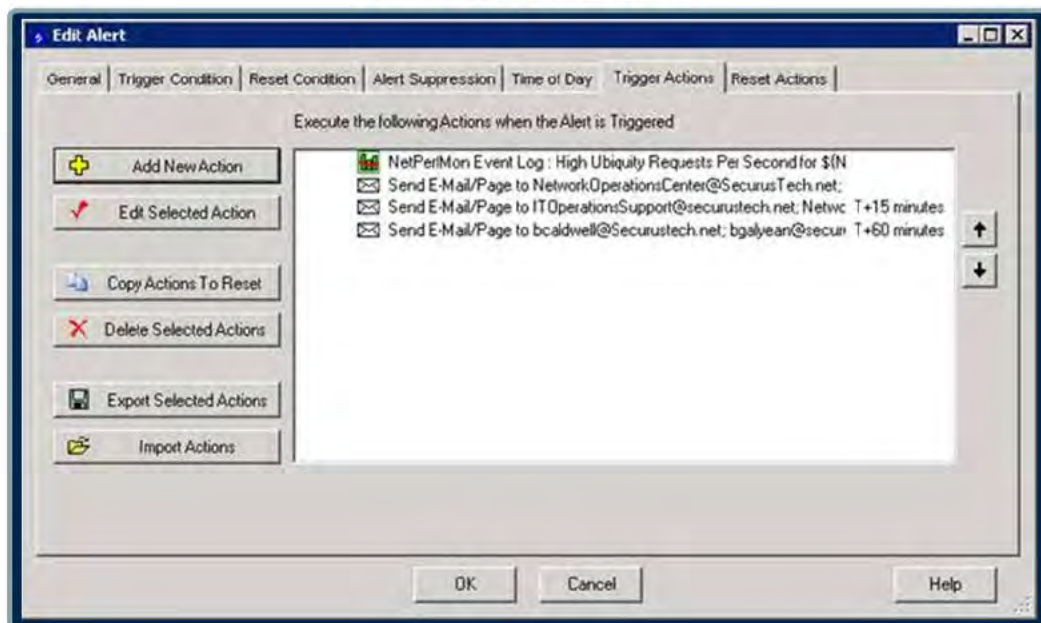
We can define the alerting criteria using an unlimited number of conditions, allowing fine tuning along the lines of a single component or a global rule set (such as any disk over 90% utilization), as shown in the following figure.

## Alert Trigger Conditions



When the condition is met, we have the option to trigger an unlimited number of alarms, including Orion Event Logging, Email notifications, SNMP Traps, File Logging, Syslog messaging, program/script execution, and SMS. This also includes Time Delayed Escalation alerts if the alarming criteria have not cleared in a specified amount of time. This option is shown in the following figure.

## Alert Trigger Actions



### **3.2.2 Configuration Management**

The vendor must provide configuration management capabilities that include the provisioning of devices, systems administration, gathering and storing of configuration data, managing version control, tracking and scheduling of changes, and the assignment of permissions to access system investigative features. Access to all system functions will be restricted to users authorized by DOCCS. Each authorized user must have a unique user-ID and password.

**Describe the functionality of your configuration management solution, including the capabilities and functionality that DOCCS will have with your offering.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus will maintain a history report of each system change, which will include date and time of the change, facilities affected, changes implemented, testing complete date and date of change accepted by DOCCS.

Securus' Change Control Process is the responsibility of our internal Change Control Board (CCB) spearheaded by the IT Change Control Board Coordinator. All changes are requested by opening an Engineering Change Request using an automated system. The following steps are then followed to ensure the requested change, if approved, is properly implemented. These steps also apply to configuration management of feature functionality, version control, and access to system investigative features specific to DOCCS.

#### **Record/Classify**

A change is only initiated as a result of a formal request for something to be changed. The change control team then records and categorizes that request. This categorization would include estimates of importance, impact, and complexity.

#### **Assess**

An impact assessor or assessors are assigned to analyze the level of risk associated with the change by answering a set of questions concerning risk, both to the business and to the process, and follow this by making a judgment on who should carry out the change. If the change requires more than one type of assessment, the head of the change control team will consolidate these. Everyone with a stake in the change will meet to determine whether there is a business or technical justification for the change. The change is then sent to the delivery team for planning.

#### **Plan**

The Securus Change Control Board Coordinator will assign the change to a specific delivery team, usually one with the specific role of carrying out this particular type of change. The team's first job is to plan the change in detail as well as construct a regression plan in case the change needs to be backed out.

#### **Build/Test**

If all stakeholders agree with the plan, the delivery team will build the solution, which will then be tested. They will then seek approval and request a time and date to carry out the implementation phase.

## Implement

Changes effecting service at customer's facilities are scheduled to only take place when the inmate calling systems are not generally in use, usually between 1:00 AM and 6:00 AM, Central Time. All stakeholders must agree to a time, date, and benefits of implementation. Following implementation, a post-implementation review takes place to review the quality of change implementation, best practices and to adjust implementation procedures for future changes if required.

## Close/Gain Acceptance

When all stakeholders agree that the change was implemented correctly, the Engineering Change Request is officially closed.

The Securus Secure Call Platform (SCP) provides an advanced, multi-level password scheme specifically designed to provide facility administrators the ability to assign unique levels of access to anyone using the different features of the SCP. There are view and change options for each module depending on the need of the user.

## Manage, Create, Edit, Predefine User Levels in SCP

Administrators can manage, review, edit, and delete all security "templates", predefine templates, and add new templates as required - all from one location in SCP.

| NAME                          | DESCRIPTION   | PREDEFINED |
|-------------------------------|---|------------|
| 3rd Shift - blocking only     | Night jailers can block number but no changes otherwise |            |
| 5.0 Huong test                | Huong test  |            |
| 5.0.1 Add Template            | Huong Test  |            |
| 5.1Huong Test                 | Huong test  |            |
| ADC-test1                     | This is for the demonstration                           |            |
| ALL BUT NO 3 way              | ALL permissions but no 3 way                            |            |
| ALL BUT NO FREE               | All but free  |            |
| Adam All                      | Everything  |            |
| Admin - Crime Tip Modify      | Crime Tip Modify Access Admin                           | ✓          |
| Admin - Crime Tip Read        | Crime Tip Read Access Admin                             | ✓          |
| Admin - Informant Line Modify | Informant Line Modify Access Admin                      | ✓          |
| Admin - Informant Line Read   | Informant Line Read Access Admin                        | ✓          |
| Admin - No Monitor            | Administrator w/o Live Monitoring Rights                | ✓          |

The administrator may modify the initial access levels or create additional levels based on facility clearance objectives for each tool. SCP generates a user log with the user name, time of access, and modules accessed.



## Create New Security Templates

HOME SYSTEM MONITOR TOOLS ADMIN FACILITY PORTAL

MANAGEMENT LEVEL  
Facility  
Securus Demo Site

Create New Template

FILL IN TEMPLATE INFORMATION (\* Indicates Required Fields)

Name: Sheriff Access \*

Description: \* (200)

Admin Monitor Reports System

| Admin                      | Monitor                  | Reports                  | System                   |
|----------------------------|--------------------------|--------------------------|--------------------------|
| Admin - Security Templates | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Admin - User Management    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Create Cancel

## Additional Password Policy Options

SCP provides flexible Password Policy options, enabling administrators to customize login security to meet their needs. Passwords can be configured by location, length, days to expire, and even the number of password cycles before password reuse. Additional configuration options include reminders for password expiration and minutes of allowable inactivity before session timeout.

If a user does not change their password before expiration, the user must contact the site administrator for password reset. This administrator assigns a random password and requires the user to create a new password when they log in.

## Password Configuration Options in SCP

HOME SEARCH ADMIN MENU

Customer Detail

CUSTOMER INFORMATION

Id: D-99001 Name: Securus Site Code: SECUR State: TX

Description: Securus Demo Site Status: ACTIVE Sites: Kellway Test Lab Allen, Mayberry Police Department, Mayberry Police Department, Production Support

Timeout (minutes): 420 Enforce Strong Password: YES Enforce IP: NO

Password Policy: Min Length: 8 Max Length: 14 Password History: 12 Days to Expire: 30

Expiration Reminder: 5

Applications Available: SECURE CALL DEBIT, EDADV

Accessed Applications: ADMTOOL, SCN, EDBAS, EICONFIG

Cancel Update

The “Forgot Your Password” feature available from the login screen offers online support for users who have forgotten their password. System security requires users to provide the correct answers to preset questions before their password can be reset. Once a new password is created, SCP emails confirmation to the address linked to the user ID.

### **3.2.2.1 Provisioning and Active Directory**

DOCCS provisions authorized users and applies permissions to investigative and control features on a case-by-case basis. The State's goal is to automate provisioning using role-based access stored within the State's Active Directory structure.

**Describe how Active Directory may be leveraged to automate this function within your solution.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Our customer facing applications use a combination of Microsoft Active Directory and Databases for authorization and authentication controls. This combination of technologies helps us ensure secure authentication practices in our environment for customer peace of mind. Securus employs strong access control policies and controls based on the NIST guidelines to prevent unauthorized data access. Securus enforces the practice of separation of duties and the concept of least privilege. Since our infrastructure is a self-contained and secure environment, integration will not be possible as we do not allow external entities to interface with our Active Directory structure, nor does it support SSO (single sign-on).

Securus takes the security and access to our software/application very seriously and hence have implemented one of the strongest controls in the industry. Access to business information systems is provided based on the job functions of each employee using the principle of least privilege. When an individual requires elevated entitlements, a request is submitted to the Information Security Office for review. Once the business owner (or approved delegate) approves the request, the elevated access is granted either by creating a new account or by modifying a current account. The access is then communicated to the end user and tracked by the Information Security Office. Securus access controls for all systems are audited for compliancy with the following accreditations/certification:

- SSAE16; (SOC1, SAS70): Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization
- PCI: The security standards are developed by the Payment Card Industry Security Standards Council
- SOX: The Sarbanes–Oxley Act of 2002, is a United States federal law that set new or enhanced standards for all U.S. public company boards, management and public accounting firms.



The applicability and adherence to access policies are applied across all systems with regular frequency control (Daily, Weekly, Quarterly, Semi-annual, and Annual) and overall Security protocol process flow is audited on a yearly basis.

### **3.2.3 Accounting Management**

The vendor must provide accounting management capabilities that at a minimum provide account verification and correction, billing assurance and reconciliation and tracing of customer payment, credit and call limit/blocking status and history. On a monthly basis, the vendor must provide a billing reconciliation file to DOCCS as described in Attachment D.

**Describe the functionality of your solution, including the capabilities and functionality that DOCCS will have with your offering.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus provides its customers with a fully featured and functional customer account management suite of services. The management of customer accounts is a vital component of our commitment to complete more telephone calls than other vendors. Our 250+ seat customer service center, located in Dallas, Texas, is staffed by highly trained associates that handle all account verification and corrections as well as billing assurance and reconciliation. Through these associates, Securus handles thousands of customer interactions per day, including tracing of customer payment, credit, call limit/blocking and history. Securus commits to bring our extensive experience in this area to handle DOCCS account and will provide the required monthly reports and billing reconciliation as described in Attachment D, within the legal and regulatory parameters that govern Customer privacy.

DOCCS will benefit from Securus' certifications as to the accuracy, security, and control processes that have been validated by third-party experts. Securus complies with all of the accounting management and billing assurance requirements outlined above.

# Securus Online

Inmate friends and family members can manage all phone services, video visitation services, and email services from [www.secrusutech.net/friends](http://www.secrusutech.net/friends) or [www.securustechnologies.com](http://www.securustechnologies.com).

## Securus Online



**Email Address**  
  
☐ Remember Me

**Password**  
  
[Login Assistance](#)

[LOGIN](#)  
[Enroll Now](#)

[Home](#) | [Phone Services](#) | [Video Services](#) | [Jail Voicemail](#) | [Money Transfer](#) | [Email Services](#) | [Facilities We Serve](#) | [FCC](#) | [Customer Care](#) | [Live Chat](#)



### Welcome to SECURUS TECHNOLOGIES

*connecting what matters™*

[Get Started Now!](#)

#### Receive a call today!

Open a prepaid AdvanceConnect™ account today and begin receiving calls immediately.

[Learn More](#)

#### Visit an inmate from home!

Save time and money by visiting your incarcerated family and friends from the comfort of your home or office.

[Learn More](#)

#### State to State Rates Remain in Effect

FCC State to State Calling Rates (\$0.25 and \$0.21 per minute rates) remain in effect

[More information](#)

#### Watch how Securus Video Visitation Keeps Families Connected



[Learn More](#)

Apple, the Apple logo, iPhone, and iPad are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc.  
Android, Google Play and the Google Play logo are trademarks of Google Inc.

## Account Verification and Correction

**Account Alerts**[Privacy Policy](#) | [Mobile Terms and Conditions](#)

### Account Selection

Select an account to set up alerts:

Advance Connect - 12454515

### Enter USA Mobile Phone Number

Enter a mobile phone number to receive account and payment text alerts:

Do not enter spaces or dashes  
*You will receive 5 messages per month. Message and data rates may apply.*

### Alert Selection

☐ Email ☐ Text

Yes, I would like to receive a Low Balance alert for my AdvanceConnect.

**CANCEL** **SAVE CHANGES**

Once you save your settings you will receive a message confirming your subscription.

Click [here](#) for Mobile Terms and Conditions and click [here](#) for our Privacy Policy.  
Text STOP to 77929 opt out at any time, or text HELP to 77929 get help.

## Billing Assurance and Reconciliation

**SECURUS**  
Technologies

My Account | Phone Services | Video Services | Securus Alerts | My Settings | Customer Care | Securus Home

Securus Video Visitation  
allows you to visit from  
**ANYWHERE!!**

Download the Securus  
Video Visit App Today!

**Phone Services**

**ADVANCE  
CONNECT**

Account Status:  
Account Relation: Owner  
Want to ensure you always have funds?  
Sign up for AutoPay or TextPay by clicking [here](#).

Phone Number: (972) 922-8823  
Account Number: 12454515  
Available Funds: **\$0.00**

**ADD FUNDS**  
Manage Account ►  
Call Details ►  
Transaction Details ►  
BLOCK & UNBLOCK Calls ►

# Customer Payment and Credit

## Enroll In Securus Online

1 Email Address

**2 Account Information**

3 Payment Selection

4 Terms and Conditions

### Account Holder Information

Please complete the information below as it appears on your ID.

First Name:  Last Name:

Email Address:

Country:

Phone Number:

Address:

City:  State:

Zipcode:

### Create a 4-Digit Passcode

Your 4-Digit Passcode is specific to your account and will be used for identification and security purposes whenever you contact our Customer Care team.

4-Digit Passcode:

Confirm 4-Digit Passcode:

### Verification

Enter the number below:

548682

[Refresh](#)

BACK

RESET


NEXT



## Enroll Below in AutoPay or TextPay

### Account Selection

Select an account to set up alerts:

Advance Connect - 12454515 

### AutoPay

**Ensure you never miss a call with AutoPay, sign up today!**

AutoPay automatically funds your AdvanceConnect account with a preset amount of your choice whenever your account reaches a balance of \$10.00.

### AutoPay Notification Options

☐ Text

☐ Email


*By submitting your credit card information you are giving permission to Securus Technologies to charge your credit card for AutoPay. Transaction fees up to \$3.00 may apply. You can unsubscribe from the service at any time by logging into Securus Online and choosing "Manage Account". If subscribing to text alerts you will receive up to 5 messages per month. Message and data rates may apply.*



## Enroll Below in AutoPay or TextPay

### Account Selection

Select an account to set up alerts:

Advance Connect - 12454515 

#### ☐ AutoPay

**Ensure you never miss a call with AutoPay, sign up today!**

AutoPay automatically funds your AdvanceConnect account with a preset amount of your choice whenever your account reaches a balance of \$10.00.

#### TextPay

**Ensure you are always connected with TextPay, sign up today!**

TextPay will send you a text message when your account balance reaches \$10.00. You can simply reply to the text to immediately fund with your preset amount. If you don't reply no funding will take place.

### TextPay Notification Options

☐ Text

*By submitting your credit card information you are giving permission to Securus Technologies to charge your credit card every time you authorize a TextPay payment from your mobile phone. Transaction fees up to \$3.00 may apply. You can unsubscribe from the service at any time by logging into Securus Online and choosing 'Manage Account' or by replying STOP to any TextPay alerts. If subscribing to text alerts you will receive up to 5 messages per month. Message and data rates may apply.*

## Call Limit / Blocking Status and History

### Facility Selection

3

Facility Selection

Please select the state of the Correctional Facility where the Inmate is housed.

State:

Please select the Correctional Facility where the Inmate is housed.

If you cannot find a facility in the list, please review the list of [Facilities We Serve](#).

| Facility ID           | Facility Name         | City        | Address         |
|-----------------------|-----------------------|-------------|-----------------|
| <a href="#">08242</a> | BENEWAH COUNTY JAIL   | ST. MARIES  | 701 COLLEGE AVE |
| <a href="#">00586</a> | CUSTER COUNTY JAIL    | CHALLIS     | 130 S 9TH ST    |
| <a href="#">00209</a> | IDAHO COUNTY JAIL     | GRANGEVILLE | 320 W MAIN ST   |
| <a href="#">05885</a> | NEZ PERCE COUNTY JAIL | LEWISTON    | 1150 WALL ST    |
| <a href="#">04998</a> | VALLEY COUNTY JAIL    | CASCADE     | 107 W SPRING ST |

**BACK**

**SECURUS Technologies**

My Account | Phone Services | Video Services | Securus Alerts | My Settings | Customer Care | Securus Home

**Securus Video Visitation**  
allows you to visit from ANYWHERE!!  
Download the Securus Video Visit App Today!

Download on the Google Play | Download on the App Store

**Phone Services**

**ADVANCE CONNECT**

Phone Number: (972) 922-8823  
Account Number: 12454515  
Available Funds: \$0.00

**ADD FUNDS**

Manage Account ▼  
Call Details ►  
Transaction Details ►  
Block & Unblock Calls ►

Account Status:  
Account Relation: Owner  
Want to ensure you always have funds?  
Sign up for AutoPay or TextPay by clicking [here](#).

**Manage Account**

Authorized Phone Numbers [Edit](#)  
Securus Alerts [Edit](#)  
Account Statement [Download](#)  
AutoPay/TextPay Enrollment [Enroll](#)  
[Close Account](#)

All Apple and Android smart phones and tablet devices can access Securus Online. Securus has optimized our online experience for mobile devices. Users can make payments and view transaction histories as well as sign up for new services; features not available from other inmate telephone service providers.

Securus sends low balance AdvanceConnect account notifications via text to a mobile device or an email address provided by the user. Securus also sends direct bill invoice due notifications via text or email.

Securus also has outgoing message phone dialers for “low balance” and “invoice due” notifications. When they receive one of these calls, users can either fund an account or pay their bill via our interactive voice response system. If an account has been blocked because funds are low, or a bill is due, users can unblock their account through this convenient payment method. Users can also access Securus Online to pay bills and fund accounts.

### **3.2.3.1 Third Party Auditing**

DOCCS or its agent shall have the right to audit and review any aspects of the contractor's operations and systems including but not limited to data, documentation, procedures, billing, financial records, customer service statistics, staff backgrounds and anything related to the functioning, operations, costs, rates or integrity of the system.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### **3.2.3.2 Call Detail Records (CDR)**

The vendor must provide all call detail records to DOCCS in a frequency and format as specified in Attachment D.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### **3.2.4 Performance Management**

The vendor's solution must provide performance management capabilities to monitor the overall performance of the ITS and its network components.

**Describe all of the following:**

- How you will collect and analyze performance data, monitor system health and reliability, establish performance thresholds and provide reporting and inquiry functions.

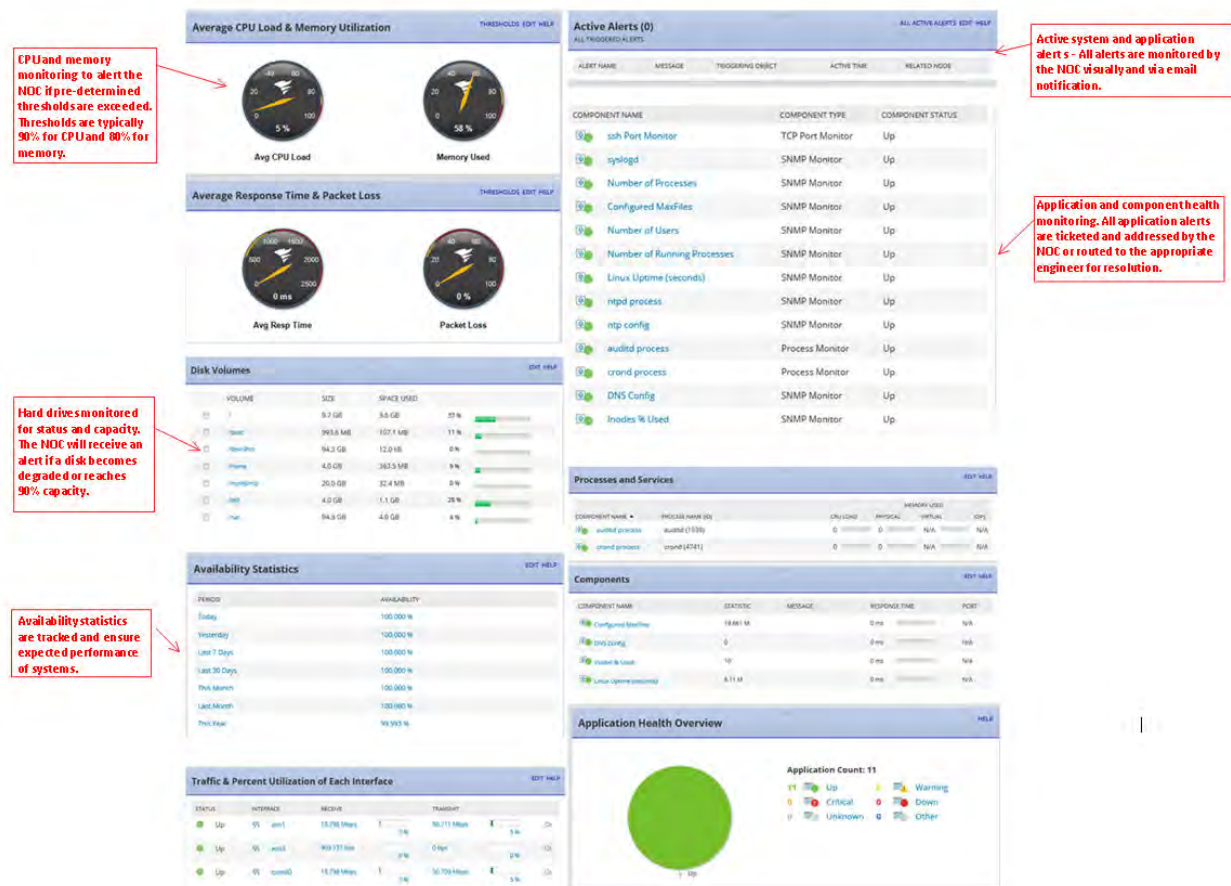
**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus continuously monitors all data centers, infrastructure components, platform systems and Inmate Telephone Systems (ITS) using the SolarWinds® suite of network performance monitors. The SolarWinds® performance monitors are highly configurable to provide real-time monitoring, event notification, alert history and statistical information. An alarm condition creates immediate visual alerts and email notifications.

## **Network Operations Center (NOC)**

The Securus Network Operations Center (NOC) provides 24x7x365 monitoring for all Securus systems, including SCP, network, back-office systems and data centers. The NOC proactively monitors these systems to ensure performance is optimal and uninterrupted. In addition to system and network level monitoring, the NOC also monitors real-time video surveillance and environmental alerts for our data centers. Securus maintains a fully redundant backup NOC at a separate physical location, should services be disrupted at the primary location.

# SolarWinds® Typical Monitored System & Application Elements



## Premise Equipment

The Securus Technical Support team provides 24x7x365 monitoring of all facility-based equipment and directly supports facility installations via telephone and email. Technical Support monitors connectivity for all installations and all installed equipment including Integrated Access Devices (IADs), Visitation Phone Monitoring (VPM) units, switches and Uninterrupted Power Supply (UPS) systems. The systems are polled every two minutes to ensure and their vital operating statistics sent every 10 minutes. Upon receiving an alert indicating network failure, Securus will open a trouble ticket with the appropriate circuit provider. In the case of a premise-based equipment failure, a Securus Field Technician is dispatched to the facility for on-site repair.



# SolarWinds® Device Monitoring Example

Premise equipment alerts - All alerts are monitored by the Technical Support group visually and via email notification. All alerts are ticketed and addressed by the Technical Support group or are routed to the appropriate engineer for resolution.



Premise equipment interfaces are monitored for bandwidth utilization and capacity management.

Connectivity, response times and packet loss are constantly monitored. All premise equipment is polled every two minutes.

In addition to real-time monitoring and alerting, Securus Technical Support also leverages the SolarWinds® network performance monitor to gather and evaluate historical data for network alerts, bandwidth usage, and packet loss and hardware performance. The detailed level of monitoring available via our network performance monitor allows the Technical Support group to take proactive steps to prevent or mitigate facility outages and to ensure the correct resources are engaged if dispatch is necessary.

## Infrastructure Inspections

System Administrators make scheduled inspections of all systems and routinely perform preventive maintenance and software enhancements as directed by a Production Change Control steering group. Additionally, change control practices have been reviewed and are compliant with Sarbanes-Oxley.

## Securus Calling Platform Provisioning Standards

All Securus calling platforms interface with industry standard analog and digital provisioned telephony circuits, such as the following services:

- POTS (plain old telephone service)
- ISDN (Integrated Services Digital Network)



- PRI (Primary Rate Interface)
- DS-1/T-1 (Digital signal 1, also known as T1)
- DS-3 (Digital Signal 3)

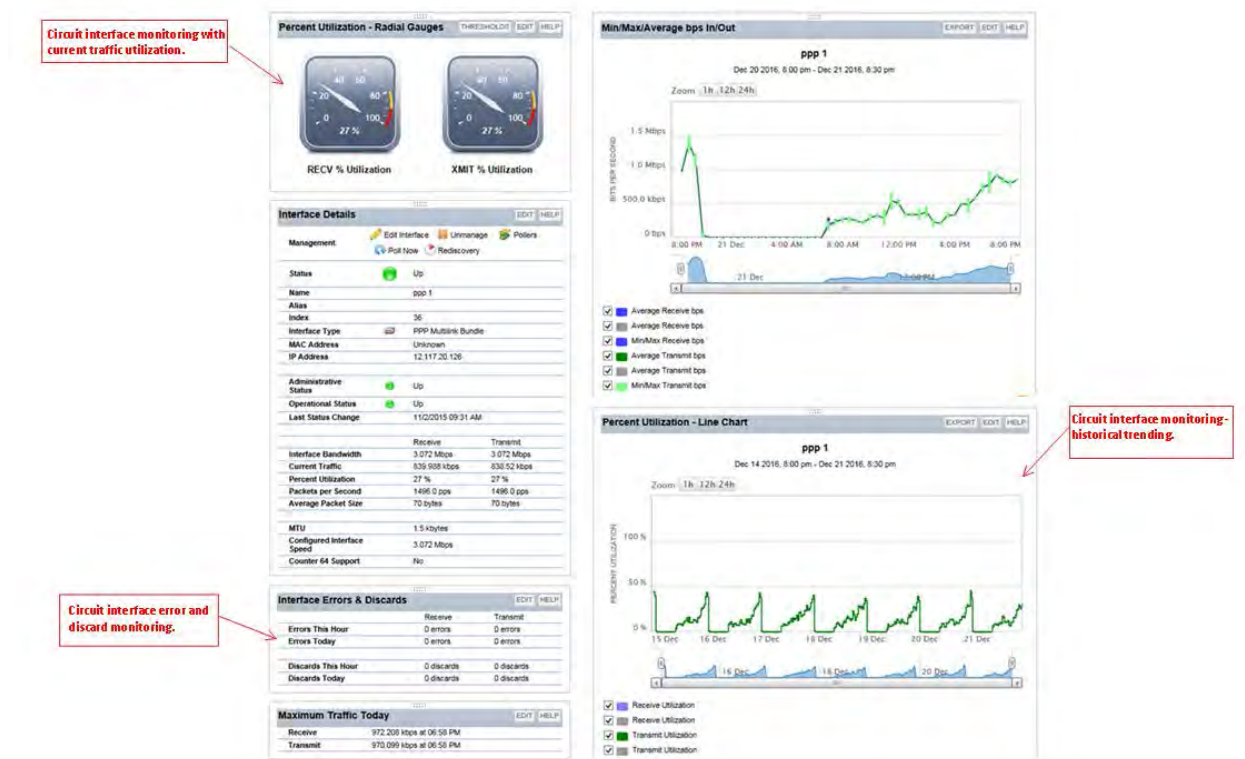
The PRIs (Primary Rate Interfaces) provide detailed information for advanced call routing and call progression and enforce outgoing service for our legacy platforms. Our centralized, packet-based platform, called Secure Call Platform (SCP) uses MPLS (Multiprotocol Label Switching) circuits, DSL (Digital Subscriber Line), and POTS lines.

The following are a few examples of the NOC monitoring views:

## NOC-Monitoring View



## Additional NOC-Monitoring View



- The capabilities and functionality that DOCCS will have with your offering.

### SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.

See Section REQUESTED DOCUMENTATION (page 531)

DOCCS will have many performance management tools and capabilities to monitor the overall performance and ITS network capabilities, as well as ongoing reporting provided by Securus.

The Facility Portal allows authorized users to perform functions such as managing user and facility settings, generating administrative reports, ordering materials, and creating and managing service tickets.

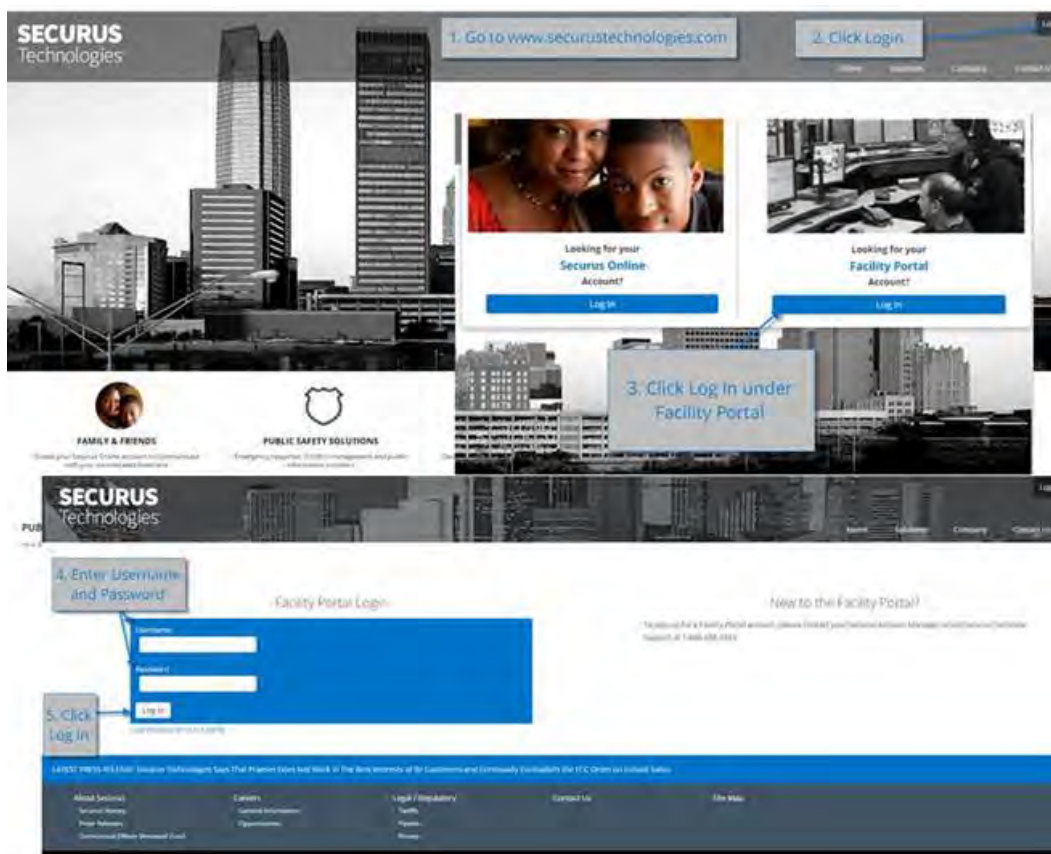
Users can access several standard reports through the Facility Portal:

- **Calling Activity Report** - Provides details on the number and type of calls made from a telephone number at the facility(s)

- **Call Type Summary Report** - Provides details on the number and type of calls made from a specific telephone number at the facility(s), broken down by local, intraLATA, interLATA, and interstate
- **Daily Call Volume Snapshot** - Shows a daily snapshot of calls and minutes compared to the daily average
- **Monthly Call Frequency Chart** - Details the most frequently called numbers from the facility
- **Preliminary Monthly Revenue Report** - Details all calls, minutes, and revenue for a specific date range
- **Preliminary Daily Revenue Report** - Details all calls, minutes, and revenue for a specific date
- **Investigation Tool** - Allows for tracking of a specific dialed number from any of the approximately 2,200 facilities serviced by Securus

## Facility Portal Access

To access the Securus Facility Portal follow these steps:



## Dashboard

Once logged in users can:

- Select a specific facility
- Find contact information for the Securus team
- View call volumes and open service tickets
- Request a password change
- View alerts for maintenance times, new user account approvals, special promotions, and more

## Facility Portal Dashboard View

**FRIENDS & FAMILY** **CORRECTIONAL FACILITIES** **ABOUT US** **CAREERS** **CONTACT US**

# Facility Portal

**COUNTY CORRECTIONAL FACILITY**

- Dashboard
- Portal Manager
- Commissions Reports
- General Reports
- Order Materials
- Downloads & User Guide
- Service Center
- Help
- Secure Call Platform
- Log-Out

### Dashboard

CORRECTIONAL FACILITY  
Select

Welcome to the Securus Facility Portal. This Portal will allow you to submit and track Technical Support tickets, download reports, order new printed product brochures and give you access to lots of other important information.

#### QUICK LOOK

|               |              |                      |
|---------------|--------------|----------------------|
| 13            | 5721         | 1                    |
| TUESDAY CALLS | MONDAY CALLS | OPEN SERVICE TICKETS |

#### GLOBAL ALERTS:

Welcome to Securus' Facility Portal. Make sure to read the Facility Portal User Guide by clicking on Downloads and User Guides to your left and then selecting User Guide. Check back often for other important alerts, updates and product information.

7/9/2012

**Your Local Account Manager**

**Quick Look** shows call volumes and open service tickets.

**Your Field Support Technician**

**Technical Support**  
888.558.2323  
Fax: 800.368.3168  
technicalsupport@securustech.net

**Global Alerts** keep you updated on maintenance times, new user account approvals.

# Managing Users and Facility Settings

The Facility Portal allows facilities to manage user accounts and profiles. Site administrators can modify existing user accounts, create new accounts, and update facility account information. Administrator access must be granted by another administrator or by a Securus technical support representative.





## Manage Users

**Facility Portal**

**MANAGE COUNTY CORRECTIONAL FACILITY**

- Dashboard
- Portal Manager
  - Manage Users
  - Add New User
  - My Profile
  - Facility Profile
- Commissions Reports
- General Reports
- Order Materials
- Downloads & User Guide
- Service Center
- Help
- Secure Call Platform
- Log-Out

### Manage Users

| NAME             | TITLE            | ADMIN   | COMMISSIONS | INVESTIGATIVE | REPORTS ACCESS | SERVICE TICKETS | MATERIALS ORDERING |
|------------------|------------------|---|-------------|---------------|----------------|-----------------|--------------------|
| ADMINISTRATOR    | Administrator    |   | X           | X             | X              | X               | X                  |
| ACCOUNTING ADMIN | Accounting Admin |   | X           | X             | X              | X               | X                  |

Edit or delete user's access

Adding or updating user profiles is easy. Simply click on **Add New User** in the left menu to create additional users or click on the edit icon in the user list to modify user information, settings, and permissions.



# Add User

**Facility Portal**

**COUNTY CORRECTIONAL FACILITY**

Dashboard  
Portal Manager  
Manage Users  
Add New User  
My Profile  
Facility Profile  
Commissions Reports  
General Reports  
Order Materials  
Downloads & User Guide  
Service Center  
Help  
Secure Call Platform  
Log-Out

### Add User Profile

**USER INFORMATION**

S-Gate Users: Please use the same user id you were provided for your S-Gate account. \*Required Fields

Username:\*  
First Name:\*  
Last Name:\*  
Facility: CORRECTIONAL FACILITY  
Title:\*  
Address:  
City:  
State:\* National  
Zip Code:\*  
Country:  
County:  
Email Address:\*  
Phone:\*

**SECURITY ACCESS**

☐ Administrator  
☐ Commissions Access  
☐ Investigations Access  
☐ Full Reporting Access  
☐ Service Ticket Access  
☐ Materials Ordering Access

Add User

Enter user information

Define user access parameters

The facility profile allows users to update facility contact and shipping information. Administrative access is required to manage this information.



# Facility Profile

**Update Facility Profile**

**GENERAL FACILITY INFORMATION**

Facility Name:

Main Contact:

Address:

City:

State:

Zip Code:

Country:

County:

Phone:

Email:

**GENERAL SETTINGS**

Contract ID:

Settings: ☒ Enable Current Commissions Report

☒ Enable International Call Reports

**SHIPPING INFORMATION**

This is for future ordering of items that will be shipped directly to your site. For example, brochures for your friends and families.

☒ Use Same Info As Above

Address:

City:

State:

Zip Code:

After initially creating an account, all new users must be approved by the facility administrator and Securus Technologies. The facility administrator is prompted by email alerts to approve new accounts created by the Securus staff. The user receives account approval notification by email.

### 3.3 Mandatory Functions

For each function listed in this section, the bidder must describe in detail, and provide a detailed call-flow diagram where specified, illustrating how its proposed solution will meet DOCCS' requirements.

#### 3.3.1 Alert Groups

The system shall allow authorized users the capability of flagging specific terminating numbers (TN) or personal identification numbers (PIN) to be placed on a watch list. When a call in progress is detected to/from any number on the watch list, the system shall optionally attempt to bridge the call with a pre-determined group of numbers to allow remote undetected monitoring of the call. The bridged party shall be informed of the origination PIN or TN and enter a security pass code to actively monitor the call.

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The Securus Secure Call Platform (SCP) provides authorized users the ability to apply a “watch” flag on any phone number. SCP will provide an indication in the live monitoring report when an inmate phone calls a watch phone number. SCP also provides the capability to search for calls made to numbers marked as watched.

The Secure Call Platform (SCP) includes the Covert Alert feature that will call an investigator on their cellular or another phone when a specific inmate places a call and offer them real-time monitoring of that call.

## Covert Alert Overview

SCP's Covert Alert feature enables DOCCS to assign a “Covert Alert” status to inmate PINs, phones, or dialed numbers. When a call with a Covert Alert status takes place, SCP connects it to an investigator's phone number, allowing real-time monitoring of the call.

### Summary of Additional Covert Alert Features

- ✓ Covert Alert can send calls to multiple phone numbers simultaneously, allowing multiple investigators to monitor a call.
- ✓ Covert Alert can send calls to any phone number within the facility or across the United States.
- ✓ For extra security, Coverts Alert can be configured to require a PIN to listen to the call. If activated, a customizable message will state, for example, “This is a Covert Alert call from John Smith, an inmate at the Lincoln Correctional Facility. To accept this Covert Alert call, please enter your investigator PIN now.”
- ✓ Covert Alert can send E-mails to the investigator(s) with information about a Covert Alert call including date, time, inmate PIN, originating telephone, and dialed number immediately after the called party accepts the call.
- ✓ Covert Alert mutes the investigator telephone, so the inmate and the called party are not alerted to call monitoring.

- ✓ Covert Alert can be configured to allow investigators to enter a predetermined code and “Barge In” to the call to speak to both the inmate and called party.
- ✓ Covert Alert allows investigators to immediately disconnect a call.
- ✓ Covert Alert calls may be configured to be excluded from SCP Live Monitoring, restricting the monitoring of Covert Alert calls to only those investigators who are programmed to receive them.
- ✓ Covert Alert can be configured to bridge to investigators to the call before connection to the called party or upon called party acceptance.
- ✓ Authorized staff can run Covert Alert reports to view alerts triggered during a specified date and time range. Users can export results to Excel, PDF, and CSV file formats. Search criteria includes: “alertee” phone number (the investigator receiving the Covert Alert call), dialed phone number, inmate PIN, inmate first and last name, call termination category, call status, date and time range of call.

## Covert Alert Call Detail Report

The screenshot displays the 'Covert Alert Call Detail Records Search' interface. At the top, there's a navigation bar with links: HOME, SYSTEM, MONITOR, TOOLS, ADMIN, FACILITY PORTAL. Below this, a 'MANAGEMENT LEVEL' section allows filtering by Facility (Securus Demo Site), Site (All Sites), Phone Group (All Phone Groups), and Phone (All Phones). The main search area is titled 'Covert Alert Call Detail Records Search' and includes a 'FILL IN SEARCH CRITERIA' section with fields for Alertee Country Code, Country Code, First Name, Termination Category, Alertee Dialed Number, Dialed Number, Last Name, Call Status, and Date Criteria (set to Date/Time Range). Search parameters are set to Start: 04/12/2012 00:00:00 and End: 04/19/2012 23:59:59. Buttons for Search, EXCEL, PDF, CSV, and Reset are at the bottom of the search section.

A callout box on the right states: "Customize Covert Alert reports by changing search criteria—such as facility/site/phone/phone group, date range, call type, call termination, reason, call length, and much more." Arrows point from this box to the search criteria fields.

Below the search section, a table displays 19 results. A callout box points to the first row of the table, stating: "Listen to the call or save to Call Tracker case notes." The table has columns: SITE, POINT LOC, QUENTER, CALLED#, ALERTER NAME, TERM CAT, START, END, DURATION, CALLER#, NAME, CALL STATUS, and PIN ACCEPT. The results show various call logs for 'Securus Demo Site' with details like 'Parent Call Ended', 'No Investigator Acceptance', and 'complete' status.

## Covert Alert Used with Other SCP Features

Covert Alert is an invaluable tool for investigators, allowing them to monitor live conversations of inmates and called parties from anywhere in the world while they are taking place. This feature can be used in conjunction with many other SCP features to enhance investigations. Examples include:

- ✓ Billing Name and Address Lookup – Investigators can run a Covert Alert report in SCP and click on the dialed number to access a pop-up box providing the billing name and address of the dialed number. This turns a simple phone number into usable data. By using simple mapping features, investigators can even view the address on a map.
- ✓ Call Tracker – Investigators can run a Covert Alert call and then add it to an investigation or case through Call Tracker. From there, staff can add a tracking number, gang affiliation, and any other notes to the call. Additionally, this feature allows authorized users to either keep the note private or selectively share the note with other users. Users can also view previous notes associated with the same call from the easy to use notes screen.
- ✓ Security Templates and System Logs – Use Security Templates to customize Covert Alert security. Investigators can be authorized to view all reported Covert Alert events in SCP or only those forwarded to their phone numbers. Administrators can view and manage user activity of Covert Alert reports and recordings through user-friendly System Logs.

- **Describe how your proposed solution will buffer or delay the monitored calls' audio to allow DOCCS' staff to hear the entire call.**

### SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.

The feature's integrated media player has a time shifting (buffer or delay) capability enabling the investigator to pause, rewind and replay the entire call even as recording continues. The investigator can replay any part of the conversation even after the call has ended. The media player automatically buffers the entire call, allowing the user to have complete control to move forward and backward through the call audio to either hear the entire call or focus on a specific portion of a call. This is accomplished using a simple click and drag method, along with audio controls such as Play, Pause and Stop.

SCP also allows authorized users to forward a call to an investigator and quickly identify calling patterns to the currently called number or phone in use.

- **Explain how this buffer or delay can be adjusted and provide the parameters available for the adjustments.**

### SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.



The Securus Secure Call Platform (SCP) allows authorized users to live monitor calls in progress via any device connected to the Internet. The feature's integrated media player has a time shifting capability enabling the investigator to pause, rewind and replay even as recording continues. The investigator can replay any part of the conversation even after the call has ended. The media player automatically buffers the entire call, allowing the user to have complete control to move forward and backward through the call audio to either hear the entire call or focus on a specific portion of a call. This is accomplished using a simple click and drag method, along with audio controls such as Play, Pause and Stop.

SCP also allows authorized users to forward a call to an investigator and quickly identify calling patterns to the currently called number or phone in use.

- **In addition to the written description, provide a call-flow diagram detailing the entire process from the time that the inmate goes off-hook through call termination.**

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

## SCP Call Flow





### **3.3.2 Pre-recorded Names**

The system shall prompt the inmate to record his/her name when a PIN is first used. The system must provide the ability for an inmate to playback the recorded name and rerecord the name prior to accepting the recording. Once the recording is accepted, the inmate shall not have the ability to modify or erase the recording without action by DOCCS to review and delete the original recording. The recorded name shall be used in all subsequent announcements made to the called party.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### **3.3.3 Access to Rape Crisis Programs**

The Department must enable reasonable communication between inmates and Rape Crisis Programs, in as confidential a manner as possible. Based upon the model currently being tested through a pilot program, the Department has entered into cooperative agreements with regional Rape Crisis Programs to permit direct telephone access from the inmate phone system, as well as follow-up services via staff assisted calls and legal visits. The Department anticipates building on this model, but must be flexible as providers change.

In the future, DOCCS anticipates continuation and expansion of a pilot project model that permits inmates to dial a speed dial (#77) to be routed to a designated Rape Crisis Program. DOCCS expects to designate additional numbers that can be direct dialed by any inmate either at selected facilities or at all facilities.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

- A. The Department requires the ability to continue its current model of designating a destination number for a standardized speed dial. Inmates in any facility will be permitted to dial #77 and have their call routed to a predetermined Rape Crisis Program based upon the facility they are in at the time of the call.
  - 1. The Department requires the ability to change the destination number when providers change.
  - 2. Calls placed via #77 will be free of charge.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

- B. In addition, the Department requires the ability to designate certain telephone numbers as “free” calls that can be dialed by any inmate at a designated facility or facilities, or at all facilities.
  - 1. Designated numbers may include direct dial (e.g., 518-xxx-xxxx) or toll free (e.g., 800-xxx-xxxx) numbers.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

2. The Department needs the ability to add or delete individual numbers or groups of numbers from this list throughout the life of the contract.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

- C. For all numbers (those associated with the #77 speed dials and other designated Rape Crisis Program telephone numbers), DOCCS requires the ability to indicate that call detail records should be suppressed from view at the facility level.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

- D. The default for these numbers would be that both call detail information and monitoring at the facility level is suppressed. However, DOCCS should be able to independently change each of these rules for each telephone numbers. Call detail information will not be suppressed from certain Central Office level reports.

In all cases, calls are recorded and accessible to Central Office investigators (e.g., Office of Special Investigations).

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### **3.3.4 Access to Toll-Free Assistance Lines**

The Department requires the ability to designate certain telephone numbers as “free” calls (e.g. smokers’ quit line, substance abuse help line, etc.) that can be dialed by any inmate using an agreed upon speed dial number at a designated facility or facilities, or at all facilities.

Designated numbers may include direct dial (e.g., 518-xxx-xxxx or toll free 800-xxx-xxxx) numbers. The Department needs the ability to add or delete individual numbers or groups of numbers from this list throughout the life of the contract. The called number must be hidden from the inmate at all times.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### **3.3.5 Announcements**

Upon delivery of the call, the system must clearly announce to the called party that the call is from a NYS Correctional Facility, the facility name, and the inmate’s pre-recorded name. The system shall allow the called party to optionally hear current rates and actively accept or deny the call by pressing a key on the touch-tone dial pad. The event shall be identified and recorded in call detail records.

**In addition to a written description, provide a call-flow diagram detailing the entire process from the time that the inmate goes off-hook until call termination.**

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

SCP is capable of operating in a combination of collect call and debit modes depending on the facility and the unique needs of DOCCS.

## Specific Inmate Calling Process

The inmate calling process is:

1. The inmate picks up the telephone.
2. The inmate hears "For English press 1." [In Spanish] For Spanish, press 2."  
(Securus can add additional languages on request)
3. "For a collect call, press 1."
4. "For a debit call, press 2."

The following table provides calling options and the associated announcements:

### Inmate Calling Options

#### Inmate Chooses Collect Call Option

"Please enter your PIN number now."  
(repeated)

"Please enter the area code and telephone number you are calling now."  
(repeated)

If voice biometrics is being used, "You will be asked to verify your voice now. Please say your name after the beep."

If voice biometrics is being used, "Please say the facility name after the beep."

"This call is subject to monitoring and recording. To continue, press 1. To disconnect, press 2."

"You may hear silence during the acceptance of your call. Please continue to hold."

#### Inmate Chooses Debit Call Option

"Please enter your PIN number now." (repeated)

"You have (X) dollars and (X) cents."

"Please enter the area code and telephone number you are calling now." (repeated)

"This call will cost (X) dollars and (X) cents for the first minute and (X) dollars and (X) cents for each additional minute, plus any applicable telecom and sales taxes."

If voice biometrics is being used, "You will be asked to verify your voice now. Please say your name after the beep."

If voice biometrics is being used, "Please say the facility name after the beep."

"This call is subject to monitoring and recording. To continue, press 1. To disconnect press 2."

"You may hear silence during the acceptance of your call. Please continue to hold."

## Specific Friends and Family Process

The following table provides the friends and family process when receiving a call, and the associated announcements:

## Friends and Family Receiving Call Process

### Collect Call

"Hello. This is a collect call from (*Inmate Name*), an inmate at the (DOCCS facility name). This call is subject to monitoring and recording."

"To accept this collect call press 1. You may start your conversation now."

"To refuse this collect call, press 2."

"To prevent calls from this facility, press 6."

"For a rate quote press 7."

### Debit Call

"Hello. This is a debit call from (*Inmate Name*). An inmate at the (DOCCS facility name). This call is subject to monitoring and recording."

"To accept this debit call press 1. You may start your conversation now."

"To refuse this debit call, press 2."

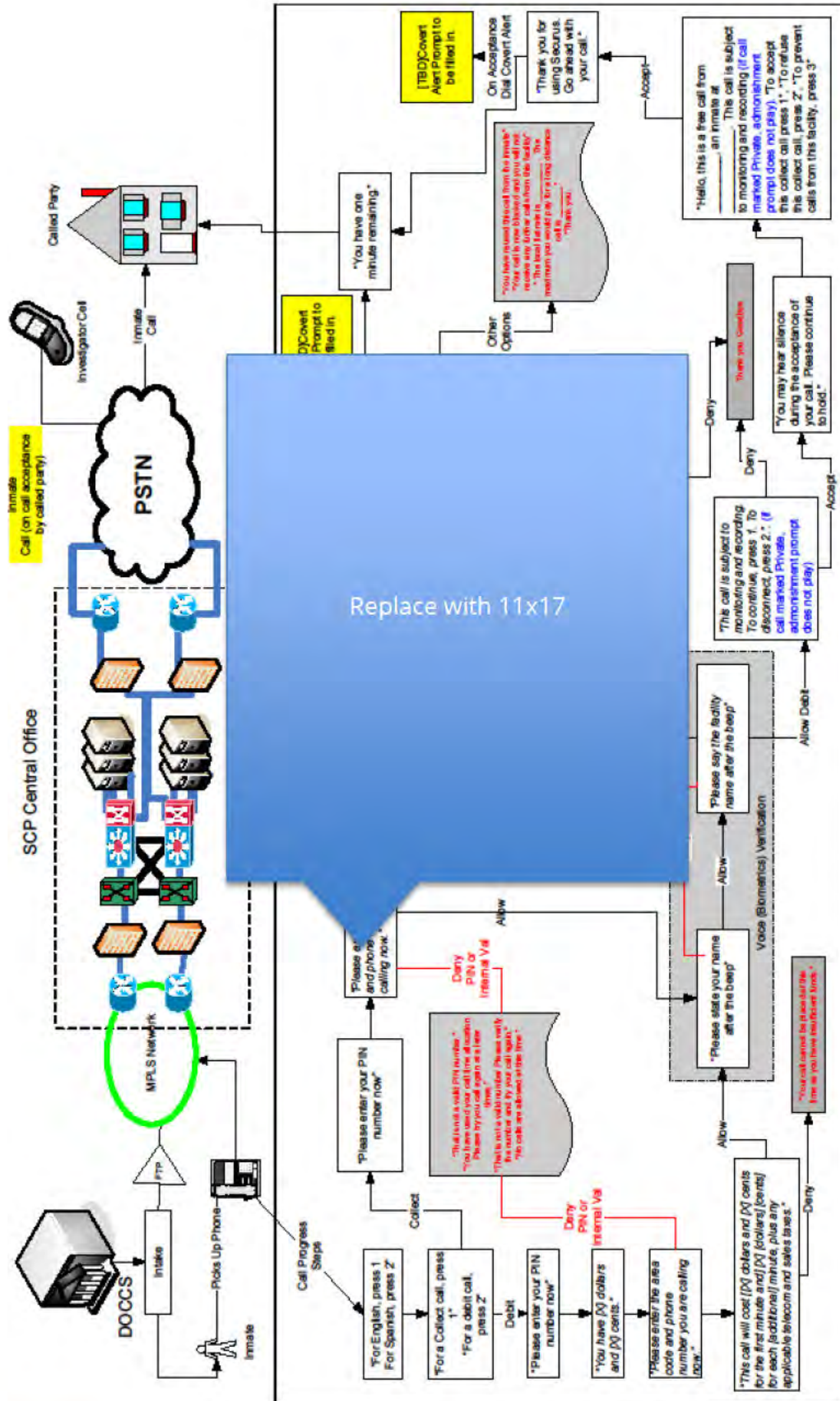
"To prevent calls from this facility, press 6."

"For a rate quote press 7."

During the call, random announcements (Voice Overlay) will be heard by both calling and called parties as designated by DOCCS. At one minute before the maximum call duration, the "One Minute Remaining" message is played.

The Securus SCP plays Voice Overlay messages throughout the call as an additional fraud deterrent. The established message may be programmed to play at one-minute increments or random intervals. An example of a Voice Overlay message is "*This call is from* (DOCCS facility name)."

## SCP Call Flow



### **3.3.6 Automatic Number Identification**

The Automatic Number Identifier (ANI) for all ITS calls must identify to the called party both New York State Department of Corrections and Community Services and the specific correctional facility name from which the call originated. DOCCS requires a unique ten-digit telephone number be used to identify each of its correctional facilities to the called party and, the ten-digit numbers used for ANI be phantom telephone numbers incapable of receiving incoming calls. The unique telephone station identifier (i.e. extension number, port assignment, or location) used to identify the individual ITS telephones within a facility must not be used as part of the ANI information transmitted to the called party.

**Describe how this capability will be provided.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

To ensure maximum security to the system, Securus provisions the trunks in the SCP data center as outgoing-only; ensuring that no incoming calls can reach the inmate. Securus has performed full testing of these trunks, verifying compliance with this requirement. Each outgoing trunk for the DOCCS system will be assigned a specific ANI that will be associated with, and identify, the individual DOCCS facility from which calls have originated. This is configured by Securus staff during the project implementation and can be changed by our technicians should a need arise during the contract term. Because these are phantom ANI's, they are provisioned so that they are not capable of receiving incoming calls. Additionally, these phantom ANI's will not be utilized in the identification or port assignment with respect to any inmate telephone on the system.

### **3.3.7 Billing Name and Address Lookup**

The system shall allow authorized DOCCS' staff to perform billing name and address lookup of the called party number using at a minimum the Local Exchange Carrier (LEC) Line Information Data Base (LIDB.)

**Describe how this capability will be provided and any additional capabilities that are available.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The Securus Secure Call Platform (SCP) reverse lookup feature identifies the billing name and address (BNA) of a dialed phone number captured in a call detail record. Users can easily point, click, and initiate a BNA search for the number in private and external data sources. This search process is unique in the industry, providing the most accurate BNA information possible.

## **Billing Name and Address Lookup**

When the search returns a positive match for a destination phone number, a pop-up box appears on the screen with phone number's billing name, billing address, and the date the number was last verified. Unlike other similar tools in the industry today, the Securus fully-integrated reverse lookup feature is provided at no additional cost.

Reverse lookup allows users to access results from anywhere the number exists in SCP such as:



- Call detail reports
- Blocked number lists
- Global allowed lists
- Call frequency reports

### Secure Call Platform

Facility Routing Number: 99001

HOME SYSTEM MONITOR TOOLS ADMIN FACILITY PORTAL

MANAGEMENT LEVEL  
Facility: Secure Demo Site

#### Call Detail Records Search

FILL IN SEARCH CRITERIA (\* Indicates Required Fields)  
(Use ! for wild card / partial searches)

Country Code:  Dated from:  to:  International: ☐  
 Custody Account #:  First Name:  Last Name:  Verified: ☐  
 Termination Category:  Blocked Reason:  Private: ☐  
 Cell Type:  Cell Status:  Policy Biometric: ☐  
 Date Criteria:  Results Per Page:  Test Cell: ☐  
 Start: 05/11/2011 00:00:00 End: 05/11/2011 23:59:59 RCF: ☐

Search EXCEL

| RESULTS          | MS   | SWR | SWR                 | SWR                 | SWR      | PAGE      |
|------------------|------|-----|---------------------|---------------------|----------|-----------|
| Secure Demo Site | LP 7 | (1) | 05-11-2011 05:44:03 | 05-11-2011 05:49:03 | 200 (2)  | 5 (m)     |
| Secure Demo Site | LP 7 | (1) | 05-11-2011 05:50:10 | 05-11-2011 05:54:32 | 262 (2)  | 4:37 (m)  |
| Secure Demo Site | LP 7 | (1) | 05-11-2011 09:56:16 | 05-11-2011 10:20:16 | 1200 (2) | 20 (m)    |
| Secure Demo Site | LP 7 | (1) | 05-11-2011 10:27:03 | 05-11-2011 10:33:58 | 299 (2)  | 6:57 (m)  |
| Secure Demo Site | LP 7 | (1) | 05-11-2011 10:36:17 | 05-11-2011 11:14:33 | 2298 (2) | 38:27 (m) |
| Secure Demo Site | LP 7 | (1) | 05-11-2011 11:30:35 | 05-11-2011 12:07:00 | 2165 (2) | 36:42 (m) |

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 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1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638 1639 1640 1641 1642 1643 1644 1645 1646 1647 1648 1649 1650 1651 1652 1653 1654 1655 1656 1657 1658 1659 1660 1661 1662 1663 1664 1665 1666 1667 1668 1669 1670 1671 1672 1673 1674 1675 1676 1677 1678 1679 1680 1681 1682 1683 1684 1685 1686 1687 1688 1689 1690 1691 1692 1693 1694 1695 1696 1697 1698 1699 1700 1701 1702 1703 1704 1705 1706 1707 1708 1709 1710 1711 1712 1713 1714 1715 1716 1717 1718 1719 1720 1721 1722 1723 1724 1725 1726 1727 1728 1729 1730 1731 1732 1733 1734 1735 1736 1737 1738 1739 1740 1741 1742 1743 1744 1745 1746 1747 1748 1749 1750 1751 1752 1753 1754 1755 1756 1757 1758 1759 1760 1761 1762 1763 1764 1765 1766 1767 1768 1769 1770 1771 1772 1773 1774 1775 1776 1777 1778 1779 1780 1781 1782 1783 1784 1785 1786 1787 1788 1789 1790 1791 1792 1793 1794 1795 1796 1797 1798 1799 1800 1801 1802 1803 1804 1805 1806 1807 1808 1809 1810 1811 1812 1813 1814 1815 1816 1817 1818 1819 1820 1821 1822 1823 1824 1825 1826 1827 1828 1829 1830 1831 1832 1833 1834 1835 1836 1837 1838 1839 1840 1841 1842 1843 1844 1845 1846 1847 1848 1849 1850 1851 1852 1853 1854 1855 1856 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465

## Reverse Lookup and Personal Allowed Numbers (PAN)

If using PAN management, SCP allows authorized users to associate the BNA information to a phone number on the PAN list. This feature allows administrators and investigative staff to view BNA information without an additional search. The Securus reverse lookup feature offers a comprehensive ad hoc search tool giving an authorized user the ability to enter criteria ranging from first name, last name, address, city, state, and ZIP to obtain this information on demand.

## Viewing BNA Information on an Online Map

Securus SCP integrates with Google Maps proving a quick and easy way see the physical location of the address associated with a telephone number. Highlighting any telephone number and clicking it renders a Google Map on the screen.

## Mapping BNA Information

The screenshot displays the 'Secure Call Platform' interface. At the top, there's a navigation bar with links: HOME, SYSTEM, MONITOR, TOOLS, ADMIN, and FACILITY PORTAL. Below this is a 'MANAGEMENT LEVEL' section with dropdown menus for 'Facility' (Securus Demo Site), 'Site' (Securus Demo Site), 'Phone Group' (All Phone Groups), and 'Phone' (All Phones). The main area is titled 'Call Detail Records Search' and includes fields for 'Custody Account', 'First Name', 'Termination Category' (set to 'ALL'), 'Call Type' (set to 'ALL'), and 'Date Criteria' (set to 'Date/Time Range' with a start date of '05/05/2011 00:00:00'). A 'Name & Address Verification' pop-up window is open, showing details for Phone Number 8722770343, including a last verified date of 10-Apr-2011 10:08:51-174, Name SECURUS SECURUS ATTN ACCOUNTS PAYABLE, and Address 14851 DALLAS FERRY GIL GIL DALLAS, TX 75244-6918. A context menu is open over the address, with options like 'Copy', 'Copy with Windows Link', 'Mail with Google Maps' (highlighted), 'Search with Google', 'Translate with Live Search', and 'All Accelerators'. Below the search area, a table shows '15 Results' (Page 1 of 1). The table has columns: SITE, PORT LOG, ENDED BY, START, END, DUN, ACCT #, PIN, PREPAID ACCT#, and NM. The first row shows a record for 'Securus Demo Site' with port log 'LP 45', ended by '(1) 92222220212', start '09-09-2011 14:14:15', end '09-09-2011 14:14:30', DUN '9 (s)', ACCT # '0000242', PIN '00343', and NM 'QAT'. The second row shows a record for 'Securus Demo Site' with port log 'LP 31', ended by '(1) 800990011006', start '05-06-2011 14:58:14', end '05-06-2011 14:58:59', DUN '25 (s)', ACCT # '3434', PIN '3434', and NM 'ca b'. To the right of the table is a Google Map showing the location of the address, with a red pin and a label 'DALLAS NORTH DALLAS'. A blue box highlights the 'Map with Google Maps' option in the context menu, and a blue arrow points from this box to the Google Map. Another blue arrow points from the 'Name & Address Verification' window to the Google Map. A third blue arrow points from the 'Call Detail Records Search' section to the Google Map.

| SITE              | PORT LOG | ENDED BY         | START               | END                 | DUN    | ACCT #  | PIN   | PREPAID ACCT# | NM   |
|-------------------|----------|------------------|---------------------|---------------------|--------|---------|-------|---------------|------|
| Securus Demo Site | LP 45    | (1) 92222220212  | 09-09-2011 14:14:15 | 09-09-2011 14:14:30 | 9 (s)  | 0000242 | 00343 |               | QAT  |
| Securus Demo Site | LP 31    | (1) 800990011006 | 05-06-2011 14:58:14 | 05-06-2011 14:58:59 | 25 (s) | 3434    | 3434  |               | ca b |

### 3.3.8 Class of Restriction (COR)

The ability to apply restrictions to individual phones shall be based on a COR associated with each telephone. The vendor must support at a minimum the ability to restrict phones with the following levels:

| Level   | Pin      | Action                           |
|---------|----------|----------------------------------|
| Level 1 | Required | Calling list required            |
|         |          | Disciplinary hold applies        |
| Level 2 | Required | Calling list required            |
|         |          | Disciplinary hold does not apply |
| Level 3 | Required | Calling list not Required        |
|         |          | Disciplinary hold does not apply |

**Describe how this capability will be provided.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Calling Restrictions enable control of calling activity— such as call durations— by inmate, by port, by multiple phone groups, by customer, or by facility. The facility can set a maximum time limit for any call type or all calls related to an individual PIN or all PINs. Users can assign multiple restrictions to any PIN or telephone number associated with a PIN.

Examples of restrictions are:

- Personal Allowed Number (PAN) list required/not required
- Maximum duration of a call for PIN
- Maximum number of calls from that PIN per day/week/month.

All imposed calling restrictions are automatically managed by the calling platform to relieve facility staff of calling restriction maintenance responsibilities.

If restraining orders or called party financial conditions require a limit to the length of time or monthly cost of inmate calling to a particular party, SCP automatically denies calls that exceed such thresholds.

The Securus Calling Restrictions capability also provides additional PIN suspension features to help facility staff maintain control of inmate activity. Administrators can suspend a single or multiple inmates PINs from either the on-site administrative terminal or an authorized remote terminal. This suspension feature, frequently used for punitive reasons, allows the facility to deny telephone privileges to one or more inmates without affecting other inmates who share the same



inmate telephones. SCP enforces the PIN denial for the duration entered. This feature allows inmates to make privileged calls if necessary, even while calling privileges are suspended. Direct manual control of this suspension feature is also allowed from the on-site administrative terminals or authorized remote terminals.

## Calling Restrictions – Sample Screen

MANAGEMENT LEVEL

Facility: Securus Demo Site >> Site: All Sites >> Phone Group: All Phone Groups >> Phone: All Phones

General Global Lists **Calling Restrictions**

Calling Restriction Name: jazz\_test \*  
Status: ACTIVE \*

DEFINE RESTRICTIONS BELOW

| RESTRICTION TYPE | DESCRIPTION | CALL TYPE    | ACTION | ENABLE                              | EXCLUDE PRIVATE          | PERIOD | DAYS | DAY OF WEEK | DAY OF MONTH | ACCEPTS | MIN | CONNECTS |
|------------------|-------------|--------------|--------|-------------------------------------|--------------------------|--------|------|-------------|--------------|---------|-----|----------|
| Custody/Acct     | jaz         | 14 Selected  | LIMIT  | <input type="checkbox"/>            | <input type="checkbox"/> | DAY    | 1    |             |              | 10      | 20  | 10       |
| Custody/Acct     | jaz2        | 14 Selected  | LIMIT  | <input type="checkbox"/>            | <input type="checkbox"/> | WEEKLY |      | Monday      |              | 1       | 1   | 1        |
| Custody/Acct     | jaz3        | COLLECT      | LIMIT  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | DAY    | 1    |             |              | 1       | 1   | 1        |
| Custody/Acct     | jaz4        | CRIME TIP    | LIMIT  | <input type="checkbox"/>            | <input type="checkbox"/> | DAY    | 1    |             |              | 1       | 11  | 1        |
| ---              |             | No selection | ---    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | DAY    | 0    |             |              | 0       | 0   | 0        |

Save Cancel

### 3.3.9 Investigative tip line

The system must permit future adoption of a “tip line” that permits a call to be placed from any inmate telephone and to leave a recorded message. The system must meet language access requirements, permit recorded messages to be transmitted to designated email addresses as WAV files, and permit remote access by designated users.

### SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.

The Securus Crime Tip feature is an inmate crime tip reporting tool that gives inmates an anonymous and secure way to provide crime tips to corrections officers, while maintaining the required language and security measures of DOCCS. The Secure Calling Platform (SCP) system anonymously records all messages left on the Crime Tip Hotline, so inmates do not have to risk being identified as an informant. Authorized users can email Crime Tip recordings to designated addresses, similar to the capabilities of other recordings within the system.

Inmates can choose to report:

- Information about possible criminal activity, including narcotics
- A crime that has already taken place
- A threat to their safety

- Threats to the safety of others

While tips are anonymous as a default, informants may choose to leave their name.

The Securus Crime Tip feature includes:

- A pre-arranged telephone number (designated by the facility), provided to all inmates
- An option to listen to all or selected recorded messages
- An option to burn specific information onto CDs for use as evidence
- A way to generate reports of all recorded messages with the date and time of the message
- A way to leave an anonymous reply message to the inmate

As with all features of the SCP user interface, the Crime Tip Hotline is available remotely, via virtually any internet connected computer or device by designated, authorized user.

### 3.4 Mandatory Features

The following features are required elements for the DOCCS' Inmate Telephone System.

**Describe specifically how your proposed solution provides the same functionality for each of the following features.**

#### 3.4.1 Harassment Blocks

The system shall support the automatic denial of a PIN when a remote party refuses to accept a call. The called party must be provided with the option to either accept or block each call prior to being connected to the inmate.

**Explain how your system accomplishes this and whether blocking can be done at the PIN, facility or system level; if all future calls from that PIN or facility are blocked; and what steps are required to unblock future calls.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

SCP provides the ability to block numbers at the PIN, facility and system level. This is accomplished through a variety of features within the user interface. Blocking a number at the PIN level is typically maintained through the use of Personal Allowed Number (PAN) lists, while blocking at the facility or system level is best handled using the Global List functions. Additionally, called parties have the ability automatically block all future calls using our patented PermaBlock feature.

Our PermaBlock process allows the called party to block his/her number in real time, prior to accepting the call to prevent future harassing calls by any inmate in the facility. During the call acceptance the call party is given a menu of options. One option instructs the called party to press "6" on their dial pad to prevent further calls from that specific DOCCS facility. The PermaBlock feature reduces facility labor demands and reduces called party complaints by automatically handling call blocking requests at the point of contact, at the time of contact. If the

called party wishes to block all calls from all DOCCS facility they would need to call Securus' toll free 800 customer service number and speak with one of our customer service representatives.

During installation, a global call blocking table is established, which immediately prevents inmates from making calls to specific numbers. Typically, the database includes numbers to local judges, sheriffs, facility personnel, jury members, attorneys and witnesses. Because a global call blocking table may contain thousands of entries, Securus' SCP offers unlimited blocking potential.

All dial-around area codes and exchanges, such as 800, 900, and 976, are blocked by default. In addition, access to live operator services, such as 0, 411, and 911, are blocked by default.

To provide maximum convenience to facility personnel, authorized facility personnel can administer blocked numbers or unblock numbers using our single-point access, or by calling Securus' Technical Support directly. All blocked numbers have an associated "Note" field stored in the blocked number database to record specific information for future reference.

## Automated Operator Services

SCP includes an Interactive Voice Response (IVR) system that provides Automated Operator Services (AOS). This automated assistance uses clear and concise, professionally recorded voice prompts to establish call acceptance and to assist inmates and called parties throughout the calling process.

When the called party answers the phone, SCP's advanced answer detection triggers the call acceptance voice prompt. The called party hears, "Hello, you are receiving a collect call from [inmate's name], an inmate at the [DOCCS facility]. This call is subject to monitoring and recording." SCP then gives the called party the following menu options:

- "To accept this call, press 1."
- "To refuse this call press 2."
- "To hear the rates and charges for this call, press 7."
- "To block future calls to your number, press 6."

Additional options provided by AOS include:

### Available Options to Called Parties

Request a rate quote  
Hear the name of the facility and inmate calling  
Accept or reject the call  
Request available balance of an AdvanceConnect account or available credit of the Direct Bill account  
Hear instructions on how to add more

### Available Options to Inmates

Listen to prerecorded announcements  
Choose to place a collect or debit call; if debit, PIN entry is requested, the inmate hears the available balance in their account and the cost of the call  
Select a specific language at the beginning of the call (if configured)  
Acknowledge that the call is going to



money to their prepaid account or pay their Direct Bill Account

Connect to a live agent to setup a pre-paid account

Choose to hear the prompts on the system in English, or the language selected by the inmate (if configured for this option)

Pay for the incoming call with InstantPay (if available)

Hear optional marketing message (by request of DOCCS)

Block their number prior to accepting a call using SCP's patented Perma Block technology\*

be monitored and recorded

Hear available call time (prompt will tell the inmate call time limits based on calling schedules or calling restrictions)

Identify themselves by PIN or Voice Biometrics (if configured)

Add, remove, and/or listen to the phone numbers on their PAN list (if configured)

Hear optional marketing message (by request of DOCCS)

**\*SCP's automated operator also provides a patented Perma Block process, which allows a called party to block their number permanently. This feature may be used to block calls from any inmate in the facility. The ability to immediately block calls helps reduce the number of called party complaints. The called party can also choose to end the call by hanging up. A called party can contact the call center to unblock future calls.**

Numbers that are blocked using the PAN or Global List features can be easily unblocked by authorized users within the SCP user interface. Once a called party has elected to block their number using PermaBlock, they must contact Securus Customer Support in order to have the block removed.

### 3.4.2 Call Termination

The system shall allow authorized system users to instantly terminate a call in progress. The system must identify the event in call detail records and log the action separately identifying at a minimum the facility, date, time, PIN and the user-id of the individual terminating the conversation. The system must provide the ability for DOCCS to create ad-hoc reports detailing this activity by facility or system-wide at a minimum.

**Provide details on the reporting capabilities.**

## **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The Securus Secure Call Platform (SCP) allows authorized users to live monitor calls in progress via any device connected to the Internet, and instantly terminate a call in progress. The feature provides users selectable scanning of all live calls in progress, so the user does not have to scan phones that are not in use.

### Live Call Monitoring

The feature's integrated media player has a time shifting capability enabling the investigator to pause, rewind and replay even as recording continues. The investigator can replay any part of the conversation even after the call has ended.



































The system's easy-to-use dashboard automatically collects and analyzes a vast amount of information that would otherwise require labor-intensive gathering and interpretation. Investigator Pro will dramatically change the gathering, sharing, and use of evidence in the investigation and prosecution process. It is an evidence case-management tool with the highest level of integrity, efficiency, and demonstrated effectiveness.

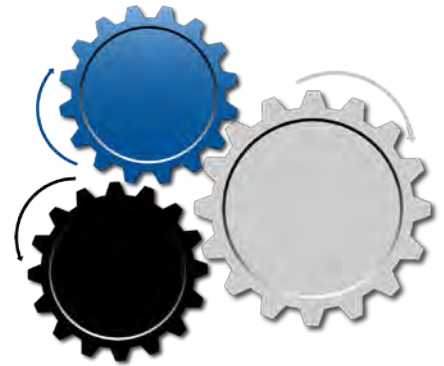
Investigator Pro will assist investigators in targeting calls to review and provides a sophisticated playback system with the power to play and annotate calls faster, with less duplication of effort.

Additional Investigator Pro features include:

- Ability to separate recorded voices and play back individual voices independently
- Speed up or slow down a conversation or single voice within a recording
- Playback module include user-friendly, intuitive buttons
- Report feature allows for supervisory oversight, accountability, and assessment of facility staff's investigative skills and activities

## Continuous Voice Identification with Investigator Pro

Investigator Pro's advanced voice identification technology was originally developed for the U.S. Department of Defense (DOD). The DOD needed to identify terrorist calls out of the millions of calls made to and from the United States every day. The DOD contracted with a major U.S. technical university with the best voice analysis engineers in the world to find a way to detect these calls. Over a 12-year period, the engineers created a cutting-edge solution that could automatically analyze millions of daily calls. That solution is still protecting the U.S. today. Through its relationship with the technical university, JLG Technologies (now owned by Securus) received an exclusive license to bring this revolutionary technology to the corrections market.



Investigator Pro analyzes voice data immediately after call completion. Alerts are instantly available after each voice analysis. Unlike competitive offerings, investigator Pro analyzes every second of every call. Intermittent verification on other platforms allows inmates to converse undetected by passing the telephone when verification is requested.

## Anatomy of Investigator Pro™

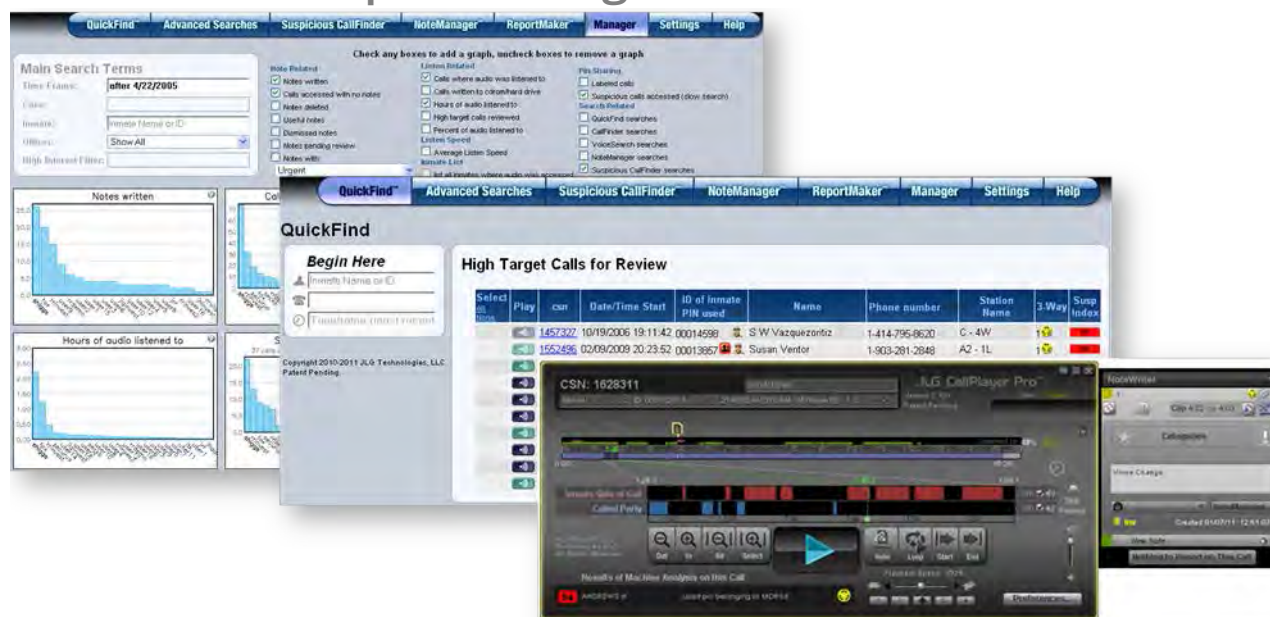
Investigator Pro is designed to provide investigators with the tools they need to expose inmates who attempt to hide their identities. Included are an advanced call player, multiple reports, and an interactive dashboard.

Investigator Pro modules include:

- QuickFind™—Puts critical information at your fingertips

- Voice Search™—Find calls containing a specific inmate's voice
- CallFinder™—Filter calls based on dozens of criteria
- MyCallReview™—Return to the calls important to you
- Suspicious CallFinder™—Find all high-suspicion calls
- NoteManager™—View, filter, and create notes on calls
- ReportMaker™—Run reports on various telephone system abuses
- Stats—View key messages and monitor analysis progress

## Sample Investigator Pro Modules



## Call Detail Report

The Call Detail Report (CDR) provides investigators an intuitive and user-friendly report to view or search virtually anything related to an inmate call, including:

- ✓ Site name from which the call originated
- ✓ Phone location as labeled in the system
- ✓ Facility code
- ✓ Dialed number
- ✓ Start date/time
- ✓ End date/time
- ✓ Duration of call
- ✓ Inmate Account Number



- ✓ Inmate PIN
- ✓ Prepaid card number if used
- ✓ Inmate first, middle, and last name
- ✓ Type of call (voice mail, person call, prepaid call, debit call)
- ✓ Status of call (complete/incomplete)
- ✓ Reason for call termination
- ✓ Reason for block
- ✓ Call properties (watched number, RCF detected, **three-way attempt**, private number)
- ✓ Destination zone
- ✓ Desired results per page

## Call Detail Report

**Secure Call Platform** Facility Routing Number: 99001

HOME SYSTEM MONITOR TOOLS ADMIN FACILITY PORTAL

**MANAGEMENT LEVEL**

| Facility          | Site      | Phone Group      | Phone      |
|-------------------|-----------|------------------|------------|
| Securus Demo Site | All Sites | All Phone Groups | All Phones |

**Call Detail Records Search**

FILL IN SEARCH CRITERIA (\* Indicates Required Fields)

(Use \* for wild card / partial searches)

|                                 |                           |                             |  |
|---------------------------------|---------------------------|-----------------------------|--|
| Country Code:                   | Dialed Number:            | Destination Zone: -- ALL -- | International: <input type="checkbox"/>    |
| Custody Account #:              | PII #:                    | Prepaid Account #:          | Watched: <input type="checkbox"/>          |
| First Name:                     | Last Name:                |                             | Private: <input type="checkbox"/>          |
| Termination Category: -- ALL -- | Blocked Reason: -- ALL -- |                             | 3-way: <input type="checkbox"/>            |
| Call Type: -- ALL --            | Call Status: Complete     |                             | Voice Biometrics: <input type="checkbox"/> |
| Date Criteria: Date/Time Range  | Results Per Page: 10      |                             | Test Call: <input type="checkbox"/>        |
| Start: 04/21/2011 00:00:00      | End: 04/26/2011 23:59:59  |                             | RCF: <input type="checkbox"/>              |

Search EXCEL PDF CSV Reset

140 Results PAGE 1 OF 14 >>>

|  | SITE              | PORT LOC      | DIALED # | START               | END                 | OUR    | ACCT #/PIN | PREPAID ACCT# | NAME | CALL TYPE   | CALL STATUS | TERM CAT                 | BLOCKED REASON | CALL PROPERTIES   |
|--|-------------------|---------------|----------|---------------------|---------------------|--------|------------|---------------|------|-------------|-------------|--------------------------|----------------|---|
|  | Securus Demo Site | je test 4 (1) | Local    | 04-21-2011 01:10:58 | 04-21-2011 01:11:08 | 10 (s) | 0.17 (m)   |               |      | Person Call | complete    | Called party hangup      |                | Language: English   |
|  | Securus Demo Site | je test 4 (1) | Local    | 04-21-2011 01:13:28 | 04-21-2011 01:14:35 | 67 (s) | 1.12 (m)   |               |      | Debit       | complete    | Facility terminated call |                | Language: English<br>Test Call Charge: \$3.35<br>Tax: \$0 |
|  | Securus Demo Site | je test 4 (1) | Local    | 04-21-2011 01:27:29 | 04-21-2011 01:28:12 | 43 (s) | 0.72 (m)   |               |      | Debit       | complete    | Facility terminated call |                | Language: English<br>Test Call Charge: \$2.15<br>Tax: \$0 |

Navigation icons: Home, Back, Forward, First, Last, Search, etc.

Also, Call Detail Record (CDR) reports allow users to:

- ✓ Add notes to a call record or a tracking number
- ✓ Mark the notes private or public
- ✓ Play the call
- ✓ Copy the call to a management folder for download
- ✓ Download the call immediately with a one click operation

- ✓ Extend the call expiration date if it is approaching the agreed upon storage threshold
- ✓ Export the report results (users can export all SCP reports)
- ✓ Select a single site, all sites, or allowed sites, and specify information by phone, phone group, or the entire customer profile.

#### **3.4.9 Hours of Operation**

The solution shall allow DOCCS to set parameters that determine the hours of operations for inmate phone services. The default shall be set to allow services to be available from 7:00 a.m. to 11:00 p.m. ET. At DOCCS direction, individual phones or groups of phones may be further restricted.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

#### **3.4.10 Call Duration**

The system shall allow DOCCS to control the maximum call duration at each facility. Current call duration is one half (1/2) hour.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

#### **3.4.11 Telephone Testing**

The vendor shall provide the ability to allow DOCCS staff to test telephones at any location, at no charge to DOCCS, to assure that they are fully operational. The vendor shall provide unique PINs with a DOCCS-defined PAN list to be used by DOCCS' staff when testing phones.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

#### **3.4.12 Languages**

The system prompts will be available in all of the following languages: English, Spanish, Chinese, Russian, Haitian Creole, Korean, and Italian. (See [Section 4.2.2](#) for more information about required languages.) The selected Contractor will agree to support additional languages during the life of the resulting contract.

**Describe how your proposed system is able to support other languages. Include all the languages that will be supported.**

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The Securus automated operator uses clear, concise, professionally recorded voice prompts to assist the inmate through the calling process. By default, the Securus Secure Call Platform (SCP) offers language prompts in both English and Spanish. Securus can provide additional languages on request and at a minimum will provide English, Spanish, Chinese, Russian, Haitian, Creole, Korean and Italian. SCP can be configured to provide prompts in as many as nine languages.

# Multilingual Language Prompts

Some examples of languages that Securus has implemented in the past include:

|   |                 |  |
|---|-----------------|--|
| Afrikaans                               | Hebrew          | Slovak   |
| Arabic                                  | Hindi           | Slovene  |
| Bahasa                                  | Hungarian       | Somali   |
| Bulgarian                               | Icelandic       | Spanish (U.S., Mexico, Puerto Rico, Central and South America, Castilian dialects) |
| Chinese (all dialects)                  | Italian         |  |
| Creole/Haitian                          | Japanese        |  |
| Croatian                                | Javanese        | Swedish  |
| Czech                                   | Kannada         | Tagalog  |
| Danish                                  | Korean          | Taiwanese  |
| Dutch                                   | Latvian         | Tamil  |
| Estonian                                | Lithuanian      | Telugu   |
| Finnish                                 | Malay/Malayalam | Portuguese (Brazil and Portugal dialects)  |
| Flemish                                 | Marathi         |  |
| French (Canadian and Parisian dialects) | Norwegian       | Turkish  |
|   | Polish          | Urdu   |
| German/Bavarian                         | Punjabi         | Ukrainian  |
| Greek                                   | Romanian        | Vietnamese   |
| Gujarati                                | Russian         |  |

After the language prompts are set up in the SCP system, inmates select their language choice at the beginning of the call process by dialing a single digit.

During call acceptance, the called party receives the acceptance instructions in English first followed by an option to continue in the language selected by the inmate. This fraud deterrent feature eliminates inmate attempts to confuse called parties with a language they do not understand.

Securus will also provide durable printed dialing instructions at each inmate telephone location in English, Spanish, and the other languages specified by DOCCS. As a security measure, Securus will use materials and techniques appropriate for the corrections environment that explains the process in a clearly defined and easy to read manner.

### 3.4.13 ANI Verification

The vendor shall test all inmate telephones for location accuracy and verify the Automatic Number Identifier (ANI) at implementation, during activation of new equipment and at a minimum, annually thereafter.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### 3.4.14 Telecommunications Relay Services for the Deaf

The vendor shall provide telecommunications relay devices for the deaf compliant with the Americans with Disability Act (ADA), and the Federal Communications Commission (FCC) and New York State Public Service Commission's (PSC) rules and regulations throughout the term of the agreement.

**Explain how your solution can extend telecommunications services for inmates who are deaf or hard of hearing and all monitoring, recording and reporting capabilities that will be available with this service. Include details that show how the proposed plan will be in compliance with the ADA, the FCC and PSC rules and regulations at no additional cost to DOCCS or the account holders throughout the term of the agreement, recognizing that TTY technology will cease to be supported during the term of this agreement.**



**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus will provide accommodations necessary to comply with the Americans with Disabilities Act (ADA). The Securus program for inmates who are deaf or hearing impaired allows those inmates to place outgoing telephone calls using a text telephone (TTY) device integrated with SCP.

Securus will provide accommodations necessary to comply with the Americans with Disabilities Act (ADA). The Securus program for inmates who are deaf or hearing impaired allows those inmates to place outgoing telephone calls using a text telephone (TTY) device integrated with SCP.

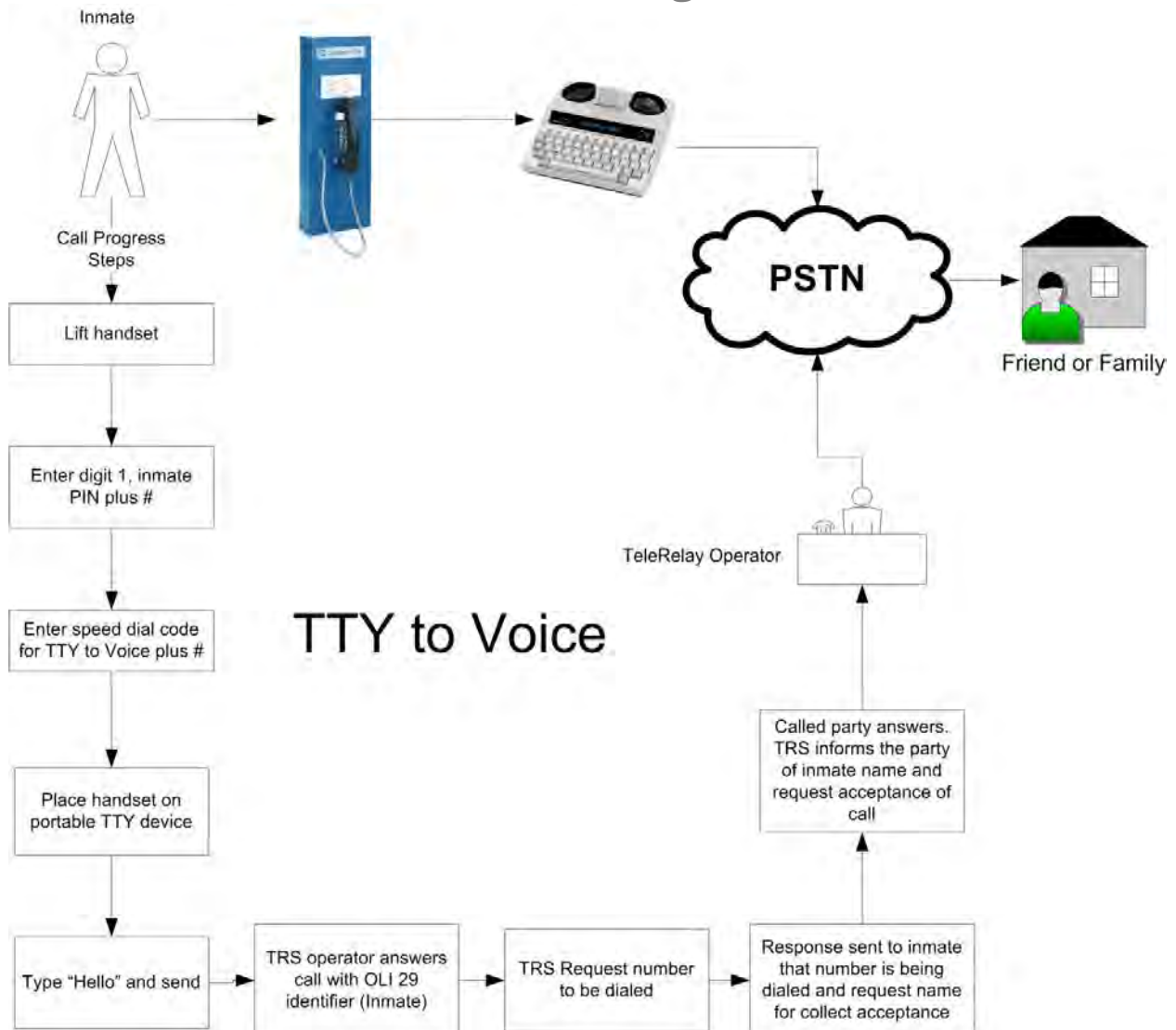
## TDD and TTY Telephones

The technology provided uses dedicated ports on the SCP system and eliminates the need for a correctional officer or staff member initiating the call process. The inmate placing the handset on the TTY device and entering the speed-dial number initiates the call. The inmate then communicates using the TTY device through the Securus SCP to the state's telecommunication relay center (TRS). The information includes the option of including the inmate's PIN, along with a pre-set toll-free number that is direct-dialed to the TRS. With TRS, a special operator communicates back to the inmate to confirm the connection and begins the call connection process to the called party who receives the call on a collect basis.

Integrating the TTY call through SCP allows the facility to specify various policy and security measures such as time limits, call recording, remote printing of the content of the calls, redial

prevention and more. With TRS, a special operator communicates back to the inmate to confirm the connection and begins the call connection process to the called party. Charges to the called party will be rated and billed by the relay service provider.

## Inmate Call Flow Using TTY to Voice









































































The following is a letter citing Securus' enrollment effort provided by Ms. Hazel Jennings, Bureau Chief of Facility Operations, New York Department of Corrections. Ms. Jennings can be reached at phone: 718.546.8000 for any discussion of the enrollment process.



NEW YORK CITY DEPARTMENT OF CORRECTION  
Joseph Ponte, Commissioner  
Hazel Jennings, Bureau Chief of Facility Operations  
20 Mandanici Road  
East Elmhurst, NY 11370  
718 • 546 • 8000  
Fax 718 • 546 • 8048

April 12, 2016

Isaac Simmons, MBA  
Software Implementation Specialist  
Securus Technologies  
14651 Dallas Parkway, 6<sup>th</sup> Floor  
Dallas, TX 75254

Mr. Simmons,

I would like to take a moment to personally thank you and your staff for your outstanding work on the installation and implementation of the Telephone Voice Biometric System for our agency.

The initial attempt was a challenge to coordinate especially when coordinating communication and scheduling of staff and inmates. Nevertheless, you and your staff, once given proper guidelines, took up the challenge and completed the project ahead of the projected completion time with professional diligence and efficiency.

Since the completion, the Telephone Voice Biometric System has been operating without incident. In addition, the reporting data has enhanced our agency's proactive measures in monitoring and deterring the incidence of contraband in our facilities. Furthermore, the reports generated by your company are relevant and essential in providing the necessary managerial statistical information required by our agency.

The Department of Correction applauds Securus Technologies for the quality of service received and the depth of knowledge and professionalism demonstrated by you and your staff.

As such, I, on behalf of the Department of Correction, would have no hesitation in using your service again or in recommending your company to others. If you wish to discuss this further, please feel free to call me.

Sincerely,

A handwritten signature in cursive script that reads "Hazel Jennings".

Hazel Jennings, Bureau Chief

Visit NEW YORK'S BOLDEST on the Web at: [www.nyc.gov/boldest](http://www.nyc.gov/boldest)



For a clearer picture of the Two Enrollment Methodologies, please review the chart below:

| Methodology Considerations                                  | Unsupervised Enrollment – Option 1   | Supervised Enrollment – Option 2  |
|---|--|---|
| Ease of enrollment:   | Least initial involvement by DOCCS.  | Securus plans, implements, and conducts the entire enrollment with minimal impact on DOCCS, by providing organization and manpower resources to enroll the entire general population.   |
| Cost of enrollment:   | No up-front or follow-on cost to DOCCS, but if even a small number of the 50K+ inmates don't voluntarily enroll or have difficulty doing so, then DOCCS will have to continually expend its resources on an ongoing basis to identify which inmates haven't enrolled and get them to enroll so that they can make phone calls – an additional administrative burden.   | Securus will absorb the cost of the initial enrollment of the general population.   |
| Confidence in the integrity of the enrolled voice database: | <p>Low, for two reasons:</p> <ul style="list-style-type: none"> <li>There is no way to verify that the recording of the inmate's voice is accurate for the inmate's PIN and name (some inmates will try to circumvent enrollment for nefarious or fun-making reasons or will flat out refuse to enroll.) This makes call control by voice, and future call investigative results difficult to substantiate in court for evidentiary use.</li> <li>There is no way to determine if all inmates</li> </ul> | <ul style="list-style-type: none"> <li>High confidence level in enrollment accuracy. Since the Securus enrollers validate each inmate via their picture ID and PIN against DOCCS's daily facility roster, there is a confirmed match to all of the inmates' enrolled voices. This will give a high level of confidence to DOCCS's investigators when performing call-based investigations by inmate voice print and name.</li> <li>Because all inmate enrollment is confirmed and <i>IPRO</i> retains their voice prints</li> </ul> |

|  |   |  |
|--|---|--|
|  | <p>have enrolled. Individual follow up to achieve total enrollment by DOCCS could be costly and time consuming.</p> <ul style="list-style-type: none"> <li>For released inmates without a voice print, the system won't be able to determine their status and identify them by name if they become a called party to a current inmate.</li> </ul> | <p>after their release, <i>IPRO</i> can later determine and identify an inmate by name should that inmate become a called party to a current inmate.</p> |
|--|---|--|

Securus is offering DOCCS the option of either of the two above-described enrollment methodologies. Either choice will be at no cost to DOCCS.

### 3.4.18 Emergency Shut Down

The system shall provide for the emergency shutdown of all phones in a facility or portion thereof at each facility and provide a master control in Central Office that cannot be overridden at a facility. Therefore, the system shall provide the ability to disconnect any phone or group of phones locally or remotely.

**Describe in detail how this is accomplished.**

#### SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.

There are three ways to shut down phones:

- 1) Standard approach via software:  
Use SCP UI to "disable" a facility's phone system. Access to this can be limited through permissions so that only authorized personnel in Central Office can disable the phones and thus prevent facility staff from restoring the phones.
- 2) Standard approach via hardware:  
"Kill switches" are commonly installed in strategic locations for a facility. However, data backhauls typically run from each facility to Securus. Providing a "kill switch" that can be used by the Central Office and not overridden by the facility would require that all facility traffic flows through the Central Office – NOT RECOMMENDED.
- 3) Non-conventional approach via software:  
This option allows facilities to use the standard software disable so as to respond to urgent, local issues while still providing the Central Office with a software "disable" function. Define a call schedule with no call times available and set to "hard" cutoff. To disable a facility or part of a facility, assign the site (or portion of the site) with this call schedule. Access to manage call schedules can be limited through permissions so that

only authorized personnel in Central Office can set the Call Schedule and thus prevent facility staff from restoring the phones.

The Securus Secure Call Platform (SCP) provides complete flexibility to disable telephone use at any time of day through manual, or emergency, intervention or preset calling schedules.

## On/Off Station Control

SCP allows authorized users to disable a telephone, group of telephones, or all facility phones using any personal computer with access to the Internet. Securus is one of the only providers to offer this capability anytime, from anywhere, 24 hours a day, seven days a week. This function allows authorized users to either kill the call immediately or allow current calls to finish while not allowing any new calls.

### Disabling Telephones

### 3.5 Equipment

The vendor shall provide all equipment required to provide ITS services for all of the DOCCS' facilities and locations at no cost to DOCCS. All equipment must be described in the vendor's proposal. The vendor must propose equipment that is appropriate for a correctional facility environment. Upon successful installation, all telephones, pedestals, and wiring will become the property of DOCCS.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### 3.5.1 Telephones

All devices provided must be hearing aid compatible and include volume controls on the housing with a 24-inch hand set cable, and be appropriate for a correctional facility environment. The devices provided must be equivalent to or better than the currently installed devices which are Wintel - Tall Blue with Volume Ctrl & 24-inch Cord Duraclear handset. At its sole discretion, DOCCS may direct the reuse or replacement of currently installed telephones at some or all locations.

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus' inmate telephones are the strongest and most reliable units available and are designed specifically for the prison environment. Securus is proposing Wintel® brand 5042 phone model. The following information is the manufacturer-provided telephone specifications.

## The Industry Standard

These phones are the overwhelming choice for state prison systems, the Federal Bureau of Prisons, county, and city facilities nationwide because of their proven reliability, durability, and flexibility.

### Features/Options

The proposed phone models include the following features:

- All-in-one electronic dial features modular incoming line and handset connections for quick maintenance. Carbon (HS) and DuraClear® (DURA) Handsets have separate 4-pin connections.
- Powder-coated cold rolled steel provides rugged vandal resistant telephone housing designed and built for inmate use
- Confidencer technology, built into every dial, filters out background noise at the user's location, allowing better sound to the called party
- Heavy chrome metal keypad bezel, buttons, and hook switch lever withstand abuse and vandalism
- Armored handset cord is equipped with a steel lanyard (1000# pull strength) and secured with a 14 gauge retainer bracket for maximum vandal resistance
- Handset has sealed transmitter and receiver caps, suitable for heavy use and abuse locations
- Pin-in-head security screws minimize tampering
- US: 1DATE05BITC-254, IC: 3267A-ITC254



### 3.5.2 Portable Phones

The vendor shall provide portable (wired) phones that plug into standard jacks as required. At its sole discretion, DOCCS may direct the reuse or replacement of currently installed portable telephones at some or all locations.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus will also provide a roll-away phone mounted to a roll-around pedestal, in a four-wheel design or a two-wheel design, as shown.

The phone can also be mounted to a hand truck (dolly).



### 3.5.3 Pedestal and Enclosures

The vendor must provide pedestals as specified by DOCCS for both inside and outside locations at DOCCS' direction. At its sole discretion, DOCCS may direct the reuse or replacement of currently installed pedestals and enclosures at some or all locations.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### 3.5.4 Tablets

The vendor's solution must provide tablets (tablet) for a portion of the Department's specialty populations such as Special Housing Units and Regional Mental Health Unit, etc. (approximately 5,000) to allow inmates to complete telephone calls via the tablet from their cell. Telephone calls completed via tablets must conform to all requirements and mandatory features of this RFP. Further, the tablets must provide a variety of off-line entertainment, as well as educational and religious content that is age-appropriate for a complete range of academic capabilities (see Attachment E). The successful bidder will work with DOCCS to finalize this content for the tablets.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus is pleased to exceed this requirement for tablets for DOCCS by offering not 5000, but 12,000 tablets pre-loaded with the required content. In addition, this proposal includes the provision of **two (2) full-time tablet administrators** to facilitate the tablet program at the direction of DOCCS. Securus believes in the importance of education for inmates and the positive impact that it has on morale, self-worth and recidivism. That is why we are going the extra mile to



help DOCCS deliver the best inmate educational programs in the country. Please see the specific details for our tablet offerings in the response to specifications below.

#### **3.5.4.1 Device Specifications**

The vendor-provided tablets must conform, at a minimum, to the following:

- High-quality construction with a shatter-resistant and tamper-proof housing
- A 7" to 10" touch screen
- Sound limited to included earbuds only
- An internal, rechargeable, non-removable battery
- No camera
- User anonymity: no sign-on required to access preloaded content
- Content in Spanish (or language translation capabilities)
- No ability for inmates to download any content; devices must have preloaded content; DOCCS administrators must have the ability to add/remove content
- No ability to connect to any wireless network, except the ITS
- **At the Bidders' Conference, provide a sample tablet for DOCCS review of the durability and suitability for use in a secure environment.**
  - o If rejected, each vendor will have the opportunity to provide an alternative device prior to RFP evaluation.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

The vendor's proposal must address the following:

- **Describe how the proposed solution will operate.**

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

JPay/Securus will configure and load each tablet with the agreed-upon content and deliver the specified number of tablets to DOCCS. The tablets will be configured to access the ITS wireless network in order to use the tablet-based phone app. Upon delivery, no other network access/activity will be possible and the tablets will not be able to access any other networks. In the future, JPay can modify the tablets to access our secure wireless network if one is eventually installed. The tablets will not require traditional authentication in order to operate; however, the phone app will require users to log in to be able to access their phone account.

- **Detail the secure network to be provided for phone services through the tablets.**

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

All calling features and security restrictions of Securus' inmate telephone system are passed through to the tablet, such as required PIN entry and continuous voice biometric identification throughout a call. Calls are recorded and all tablet communications are available for live



monitoring. All Securus/JPay Telephone and Tablet secure network functionality is specific to our SCP telephone system.

- **Provide details of the device to be provided.**





### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**




JPay's pre-loaded 7-inch tablet, the JP55, allows inmates access to modern consumer technology they can use in throughout the facility, as opposed to via a kiosk. JPay has more than 110,000 tablets currently in use throughout 13 state DOCs. They feature high quality construction with a shatter resistant, tamper-proof housing.

The JP55 is powered by a rechargeable, non-removable lithium power pack. Included with the tablet are clear plastic earbuds and a clear protective cover. For maximum security, the tablet has no camera or internet access capability.

The JP55 comes standard with 16GB of storage capacity and has the option for more. Inmates use the tablets to listen to music, listen to the radio, play games, read eBooks and more. Main functions/features of the tablet are:

|   |  |   |   |
|---|--|---|---|
|  | <b>Education</b><br>Access preloaded educational content   |  | <b>eBooks</b><br>Read selected eBooks   |
|  | <b>Music</b><br>Listen to a selection of pre-loaded titles |  | <b>Core Functions</b><br>Clock, Calendar, Calculator, FM Radio and PDF Viewer included in all players |

|   |   |  |  |
|---|---|--|--|
|  | <b>Games</b><br>Play a pre-loaded selection of exciting, engaging games |  |  |
|---|---|--|--|

### ***JP5S Tablet Specifications***

4mm clear impact-resistant polycarbonate shell with raised edges for impact absorption  
 7" capacitive multi-touch panel with a 1024x600 screen resolution  
 High strength, impact-resistant security glass with integrated screen protector  
 Quad core 1.5 Ghz processor  
 1 GB RAM  
 16 GB onboard storage  
 Integrated RFID for device tracking  
 Only runs approved applications (server-configured)  
 Barrel-shaped power port for connection to a secure 40-station charging cart

### ***Key Features***

**Text To Speech** - JPay tablets have a built-in text-to-speech capability that essentially transforms eBooks into audio books, which is ideal for inmates with literacy limitations.

**Horizontal or Vertical Viewing** - The screen can be read horizontally or vertically, depending on the inmate's preference.

**Dimmer** - The backlight dims to avoid annoying others and ease the strain on the user's eyes.

**Selectable Background Color** - Several background colors are available, including black, which improves readability for vision-impaired users.

**Document Viewer** - Enables the player to display any downloaded or pre-installed content in Portable Document Format (PDF) such as facility handbooks, facility-specific or statewide announcements, and any other agency content DOCCS would like to distribute.

### ***Security***

JPay's JP5 tablets use a highly secure version of the Android OS, complete with seven layers of software security including a secure (locked) bootloader, secure Linux kernel, mortality timer and a unique RFID. Hardware security features include a corrections-grade logic board and a highly secure USB port. For any content to be loaded to the player, it must be digitally "signed" by JPay, making illegal content a non-issue.

- **Demonstrate that you can meet the minimal standards for entertainment, educational, and religious content. See Attachment E.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

As part of an existing pilot program JPay is now working on with DOCCS, the entertainment, educational, and religious content we proposed for inclusion on the JP5 tablet has already been approved by DOCCS.

- **Describe how DOCCS will be able to add/remove content as necessary.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus and JPay will work with the DOCCS to assist in the development and addition of customized DOCCS content to be added to our Tablet platform throughout the term of the agreement. We will regularly provide overviews of content added for other customers to allow the DOCCS to decide if the additional solutions are right for them.

Our solution is expandable and can upload, store, and display authorized documents in PDF format. Content is therefore unrestricted and can be used for facility handbooks, announcements, and other DOCCS publications.

For modifications, additions or deletions to the initial preloaded content, DOCCS would simply contact us with the requested changes and we would accommodate accordingly. This way, DOCCS would not have to deal with configuration control and content distribution issues.

- **Provide details of the solution that will prohibit online access.**

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

JPay has customized the Linux kernel inside Android to provide unprecedented security. It blocks all devices and networks not whitelisted by JPay, so that only JPay-approved devices and networks are recognized.

JPay has also customized the Android OS so that, by default, Android applications and services are blocked. In order to add an application to the tablet, the application must first be added to the white-list of Android applications. JPay also removed the Android Debugger (ADB).

### **3.5.5 Wiring**

The vendor is responsible for the installation and maintenance of all ITS wiring from the Intermediate Distribution Frame (IDF) to the telephone and/or wireless tablet instruments. Category 3 or better cabling is required. At its sole discretion, DOCCS may direct the reuse or replacement of current wiring at some or all locations. All wiring and cabling shall be performed in accordance with manufacturer standards and guidelines and industry practices. All installations shall be labeled and documented as mutually agreed upon between DOCCS and the vendor.

#### **SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**



### **3.5.6 Compliance**

All equipment, wiring and component installations shall conform to all applicable building codes, electric codes and accepted industry standards.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### **3.5.7 Restoration of Facilities**

The contractor shall restore all damaged walls, ceiling and facilities to their original condition and in compliance with all applicable building codes and requirements resulting from contractor actions and activities. All work must be pre-approved by DOCCS.

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**

### **3.5.8 Inventory**

The vendor must maintain a current inventory of all equipment and components and provide the inventory to DOCCS as requested.

**Provide a sample inventory report with the proposal.**

**SECURUS HAS READ, AGREES AND WILL COMPLY WITH THIS REQUIREMENT.**