



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) 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

Phone: (518) 436-7886 extension 3135

Fax: (518) 436-1519

Alternate Contact

Frank Arpey

Email: 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

Event	Day	Date
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	1/5/16
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 on 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
- Migration plan
- Fallback plan
- Risk management and mitigation plan
- Acceptance test plan
- Training plan
- Communications plan for both the DOCCS' users and the non-DOCCS' users
- Performance and service level plan
- Project reporting process and mechanisms
- Change management process
- Configuration management 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 award, 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.

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/sf139-j.htm>
and <http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sf139-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 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 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
Commercial General Liability	[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	
Business Automobile Liability Insurance	[Not less than \$2,000,000 each occurrence]	
Workers' Compensation		
Disability Benefits		

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);
- 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);
- 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, or from the DOCCS' Web site at 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 Standard Clauses

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

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
<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 15th 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, by e-mail at 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.

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, 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: [Redacted]

Subcontractor Name (if applicable): [Redacted]

Complete a separate form for each of three (3) references

Reference Information

Reference organization name: [Redacted]

Address: [Redacted]

City: [Redacted]

State, zip code: [Redacted]

Contact person:

 Name: [Redacted]

 Title/position: [Redacted]

 Phone number: [Redacted]

 Email: [Redacted]

Services/systems bidder provided: [Redacted]

Initial Installation date: [Redacted]

System currently installed (model/release; indicate if same as proposed to DOCCS)

[Redacted]

[Redacted]

Number of locations/facilities: [Redacted]

Number phones: [Redacted]

Number inmates served: [Redacted]

Number of users: [Redacted]

Number of called party accounts: [Redacted]

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 (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 (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 Account Holders
Example: <i>Automated payment fees</i> ¹	\$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

¹ 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: RFP 2016-03	RFP TITLE: Inmate Telephone System
--	---

IF YOU INTEND TO SUBMIT A PROPOSAL, you should do the following:

- a. Complete Sections 2 and 3 of this form.
- b. Email the completed form to DOCCS at 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:

- a. Complete Sections 1 and 3 of this form.
- b. Return the completed form to DOCCS by email at doccscontracts@doccs.ny.gov.
- c. 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
Section 1					
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				
Section 2					
2	BIDDER INFORMATION				
2.1	TERM OF AGREEMENT	<input type="checkbox"/>			
2.2	COMPLETENESS OF PROPOSAL	<input type="checkbox"/>			
2.3	MODIFICATION OF BIDS	<input type="checkbox"/>			
2.4	WITHDRAWAL OF BIDS	<input type="checkbox"/>			
2.5	INCURRING COSTS	<input type="checkbox"/>			
2.6	MANDATORY PRE-BID CONFERENCE	<input type="checkbox"/>	Y ²	<input type="checkbox"/>	
2.7	PRIME CONTRACTOR RESPONSIBILITY	<input type="checkbox"/>	Y ³	<input type="checkbox"/>	
2.8	BEST VALUE	<input type="checkbox"/>			

² Appendix J *Notice of Intent to Bid*

³ 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"/>			
Section 3					
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
Section 4					
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
Section 5					
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"/>		
Section 6					
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 ⁴	<input type="checkbox"/>	
6.4.2	Complaint History	<input type="checkbox"/>	Y	<input type="checkbox"/>	
Section 7					
7	COMPLETE THIS SECTION SEPARATELY				
Section 8					
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 ⁵	<input type="checkbox"/>	Y
8.7	M/WBE 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"/>			

⁴ Appendix E *Vendor Responsibility Information* (complete online questionnaire or submit the questionnaire with Technical Proposal)

⁵ 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
Section 9					
9	ADMINISTRATIVE PROCEDURES				
9.1	COMMUNICATION WITH DOCCS	<input type="checkbox"/>			
9.2	PROCUREMENT RIGHTS	<input type="checkbox"/>			
9.3	PROPOSAL FORMAT, PACKAGING, & SUBMISSION	<input type="checkbox"/>			
9.3.1	Proposal Content (Pass/Fail)	<input type="checkbox"/>			
9.3.2	Other Legal Documents	<input type="checkbox"/>			
9.3.3	Technical Proposal	<input type="checkbox"/>			
9.3.4	Cost Proposal	<input type="checkbox"/>			
9.3.5	Diversity Practices Questionnaire (2 Points)	<input type="checkbox"/>			
9.4	PROPOSAL EVALUATION	<input type="checkbox"/>			
9.4.1	Mandatory Requirements (Pass/Fail)	<input type="checkbox"/>			
9.4.2	Technical Evaluation (93 Points)	<input type="checkbox"/>			
9.4.3	Cost Evaluation (5 Points)	<input type="checkbox"/>			
9.4.4	Composite Scores	<input type="checkbox"/>			
9.4.5	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.

(Attach additional sheets to this questionnaire; number items on the sheets to correspond with the numbers on this questionnaire.)

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?⁶
-

4. Does your company provide technical training⁷ 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.

(Attach additional sheets to this questionnaire; number items on the sheets to correspond with the numbers on this questionnaire.)

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Yes or No

⁶ Do not include onsite project overhead.

⁷ 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.

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.

(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.

(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

Printed Name of
Signatory

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

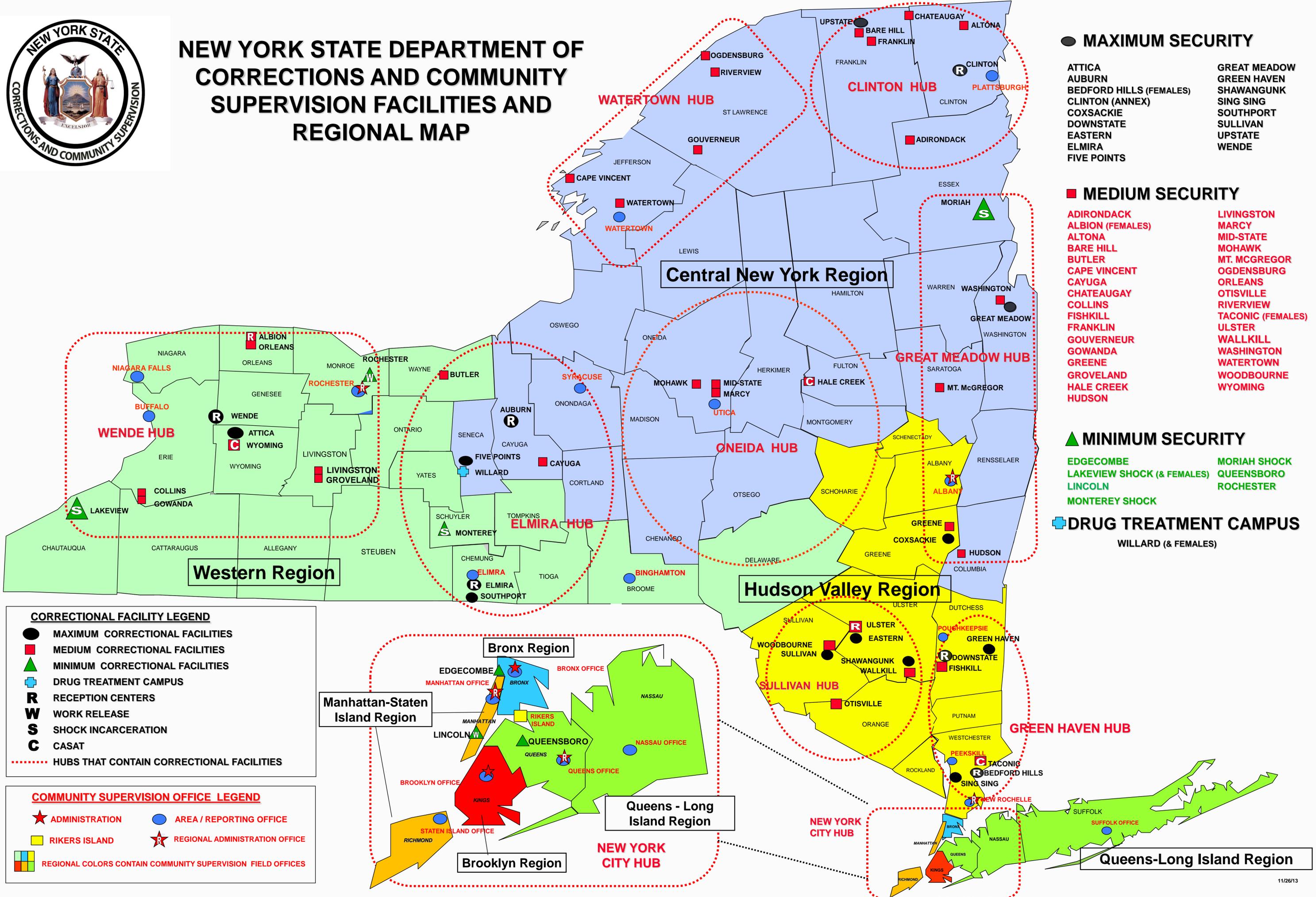


Attachment A Map of NYS Correctional Facilities





NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION FACILITIES AND REGIONAL MAP



● MAXIMUM SECURITY

- | | |
|-------------------------|--------------|
| ATTICA | GREAT MEADOW |
| AUBURN | GREEN HAVEN |
| BEDFORD HILLS (FEMALES) | SHAWANGUNK |
| CLINTON (ANNEX) | SING SING |
| COXSACKIE | SOUTHPORT |
| DOWNSTATE | SULLIVAN |
| EASTERN | UPSTATE |
| ELMIRA | WENDE |
| FIVE POINTS | |

■ MEDIUM SECURITY

- | | |
|------------------|-------------------|
| ADIRONDACK | LIVINGSTON |
| ALBION (FEMALES) | MARCY |
| ALTONA | MID-STATE |
| BARE HILL | MOHAWK |
| BUTLER | MT. MCGREGOR |
| CAPE VINCENT | OGDENSBURG |
| CAYUGA | ORLEANS |
| CHATEAUGAY | OTISVILLE |
| COLLINS | RIVERVIEW |
| FISHKILL | TACONIC (FEMALES) |
| FRANKLIN | ULSTER |
| GOVERNEUR | WALLKILL |
| GOWANDA | WASHINGTON |
| GREENE | WATERTOWN |
| GROVELAND | WOODBOURNE |
| HALE CREEK | WYOMING |
| HUDSON | |

▲ MINIMUM SECURITY

- | | |
|----------------------------|--------------|
| EDGECOMBE | MORIAH SHOCK |
| LAKEVIEW SHOCK (& FEMALES) | QUEENSBORO |
| LINCOLN | ROCHESTER |
| MONTEREY SHOCK | |

⊕ DRUG TREATMENT CAMPUS

WILLARD (& FEMALES)

CORRECTIONAL FACILITY LEGEND

- MAXIMUM CORRECTIONAL FACILITIES
- MEDIUM CORRECTIONAL FACILITIES
- ▲ MINIMUM CORRECTIONAL FACILITIES
- ⊕ DRUG TREATMENT CAMPUS
- R RECEPTION CENTERS
- W WORK RELEASE
- S SHOCK INCARCERATION
- C CASAT
- HUBS THAT CONTAIN CORRECTIONAL FACILITIES

COMMUNITY SUPERVISION OFFICE LEGEND

- ★ ADMINISTRATION
- AREA / REPORTING OFFICE
- RIKERS ISLAND
- ★ REGIONAL ADMINISTRATION OFFICE
- REGIONAL COLORS CONTAIN COMMUNITY SUPERVISION FIELD OFFICES

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
Adirondack Correctional Facility 196 Ray Brook Rd, Box 110 Ray Brook, New York 12977-0110 (518) 891-1343 (Essex County)	Med	Male	396	48	230
Albion Correctional Facility 3595 State School Road Albion, New York 14411-9399 (585) 589-5511 (Orleans County)	Med	Female	1026	69	090
Altona Correctional Facility 555 Devils Den Road, P.O. Box 3000 Altona, New York 12910-2090 (518) 236-7841 (Clinton County)	Med	Male	471	31	540
Attica Correctional Facility 639 Exchange St Attica, New York 14011-0149 (585) 591-2000 (Wyoming County)	Max	Male	2088	106	000
Auburn Correctional Facility 135 State Street Auburn, New York 13021-1800 (315) 253-8401 (Cayuga County)	Max	Male	1642	132	010
Bare Hill Correctional Facility 181 Brand Road, Caller Box #20 Malone, New York 12953-0020 (518) 483-8411 (Franklin County)	Med	Male	1621	108	560
Bedford Hills Correctional Facility 247 Harris Road Bedford Hills, New York 10507-2400 (914) 241-3100 (Westchester Co.)	Max	Female	797	49	120
Cape Vincent Correctional Facility 36560 Rte. 12E, PO Box 599 Cape Vincent, New York 13618-0599 (315) 654-4100 (Jefferson County)	Med	Male	859	65	580

Facility Address	Security Level	Gender	Average Daily Population	Total Number of Phones	Facility Code
Cayuga Correctional Facility 2202 State Rte. 38A, P.O. Box 1150 Moravia, New York 13118-1150 (315) 497-1110 (Cayuga County)	Med	Male	820	67	550
Clinton Correctional Facility 1156 Route 374, P.O. Box 2000 Dannemora, New York 12929-2000 (518) 492-2511 (Clinton County)	Max	Male	2748	150	020
Collins Correctional Facility P.O. Box 490, Middle Rd Collins, New York 14034-0490 (716) 532-4588 (Erie County)	Med	Male	890	60	470
Coxsackie Correctional Facility Box 200, 11260 Rte. 9W West Coxsackie, New York 12051-0200 (518) 731-2781 (Greene County)	Max	Male	929	120	130
Downstate Correctional Facility 121 Red Schoolhouse Rd, P.O. Box 445 Fishkill, New York 12524-0445 (845) 831-6600 (Dutchess County)	Max	Male	1169	55	240
Eastern Correctional Facility 30 Institution Rd Napanoch, New York 12458-0338 (845) 647-7400 (Ulster County)	Max	Male	916	83	100
Edgecombe Correctional Facility 611 Edgecombe Avenue New York, New York 10032-4398 (212) 923-2575 (New York County)	Min Res Treatment	Male and Female	109	8	320
Elmira Correctional Facility PO Box 500, 1879 Davis St Elmira, New York 14902-0500 (607) 734-3901 (Chemung County)	Max	Male	1731	118	110
Fishkill Correctional Facility 18 Strack Drive Beacon, New York 12508-0307 (845) 831-4800 (Dutchess County)	Med	Male	1455	112	050

Facility Address	Security Level	Gender	Average Daily Population	Total Number of Phones	Facility Code
Five Points Correctional Facility Caller Box 400 6600 State Route 96 Romulus, New York 14541 (607) 869-5111 (Seneca County)	Max	Male	1394	182	370
Franklin Correctional Facility 62 Bare Hill Road, P.O. Box 10 Malone, New York 12953-0010 (518) 483-6040 (Franklin County)	Med	Male	1636	95	530
Gouverneur Correctional Facility 112 Scotch Settlement Road, PO Box 370 Gouverneur, New York 13642- 0370 (315) 287-7351 (St. Lawrence County)	Med	Male	801	64	810
Gowanda Correctional Facility P.O. Box 350, South Road Gowanda, New York 14070-0350 (716) 532-0177 (Erie County)	Med	Male	1479	81	450
Great Meadow Correctional Facility 11739 State Route 22, P.O. Box 51 Comstock, New York 12821 (518) 639-5516 (Washington County)	Max	Male	1596	100	040
Green Haven Correctional Facility 594 Route 216 Stormville, New York 12582 (845) 221-2711 (Dutchess County)	Max	Male	1926	129	080
Greene Correctional Facility 165 Plank Road, P. O. Box 8 Coxsackie, New York 12051-0008 (518) 731-2741 (Greene County)	Med	Male	1585	72	670
Groveland Correctional Facility 7000 Sonyea Road Sonyea, New York 14556 (585) 658-2871 (Livingston County)	Med	Male	1074	59	460
Hale Creek ASACTC 279 Maloney Road Johnstown, New York 12095 (518) 736-2094 (Fulton County)	Med	Male	308	22	850

Facility Address	Security Level	Gender	Average Daily Population	Total Number of Phones	Facility Code
Hudson Correctional Facility 50 E. Court Street, Box 576 Hudson, New York 12534-0576 (518) 828-4311 (Columbia County)	Med	Male	379	35	270
Lakeview Shock Incarceration Correctional Facility 9300 Lake Avenue, P.O. Box T Brocton, New York 14716 (716) 792-7100 (Chautauqua County)	Min	Male and Female	740	31	600
Lincoln Correctional Facility 31-33 West 110th Street New York, New York 10026-4398 (212) 860-9400 (New York County)	Min	Male	65	8	360
Livingston Correctional Facility 7005 Sonyea Road, P.O. Box 49 Sonyea, New York 14556-0049 (585) 658-3710 (Livingston County)	Med	Male	809	39	800
Marcy Correctional Facility 9000 Old River Road, P.O. Box 5000 Marcy, New York 13403 (315) 768-1400 (Oneida County)	Med	Male	1169	90	490
Mid-State Correctional Facility 9005 Old River Road, P.O. Box 216 Marcy, New York 13403-0216 (315) 768-8581 (Oneida County)	Med	Male	1377	91	480
Mohawk Correctional Facility 6514 Route 26 Rome, New York 13440 (315) 339-5232 (Oneida County)	Med	Male	1397	105	390
Moriah Shock Incarceration Correctional Facility 75 Burhart Lane, P.O. Box 999 Mineville, New York 12956-0999 (518) 942-7561 (Essex County)	Min	Male	190	15	510
Ogdensburg Correctional Facility One Correction Way Ogdensburg, New York 13669-2288 (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
Orleans Correctional Facility 3595 Gaines Basin Road Albion, New York 14411 (585) 589-6820 (Orleans County)	Med	Male	792	64	640
Otisville Correctional Facility 57 Santorium Road, Box 8 Otisville, New York 10963-0008 (845) 386-1490 (Orange County)	Med	Male	578	45	290
Queensboro Correctional Facility 47-04 Van Dam Street Long Island City, NY 11101-3081 (718) 361-8920 (Queens County)	Min	Male	344	32	170
Riverview Correctional Facility 1110 Tibbits Drive, P.O. Box 158 Ogdensburg, New York 13669 (315) 393-8400 (St. Lawrence County)	Med	Male	803	50	570
Rochester Correctional Facility 470 Ford Street Rochester, New York 14608-2499 (585) 454-2280 (Monroe County)	Min	Male	35	4	300
Shawangunk Correctional Facility 200 Quick Road, P. O. Box 750 Wallkill, New York 12589-0750 (845) 895-2081 (Ulster County)	Max	Male	499	47	680
Sing Sing Correctional Facility 354 Hunter Street Ossining, New York 10562-5442 (914) 941-0108 (Westchester County)	Max	Male	1540	114	070
Southport Correctional Facility P.O. Box 2000, Bob Masia Drive Pine City, New York 14871 (607) 737-0850 (Chemung County)	Max	Male	747	40	630
Sullivan Correctional Facility Box 116, 325 Riverside Drive Fallsburg, New York 12733-0116 (845) 434-2080 (Sullivan County)	Max	Male	463	51	690

Facility Address	Security Level	Gender	Average Daily Population	Total Number of Phones	Facility Code
Taconic Correctional Facility 250 Harris Road Bedford Hills, New York 10507-2498 (914) 241-3010 (Westchester County)	Med	Female	346	29	251
Ulster Correctional Facility P.O. Box 800, 750 Berme Road Napanoch, New York 12458 (845) 647-1670 (Ulster County)	Med	Male	795	49	610
Upstate Correctional Facility P.O. Box 2000, 309 Bare Hill Road Malone, New York 12953 (518) 483-6997 (Franklin County)	Max	Male	276	42	840
Wallkill Correctional Facility 50 McKenderick Road, Box G Wallkill, New York 12589-0286 (845) 895-2021 (Ulster County)	Med	Male	575	43	060
Washington Correctional Facility Box 180, 72 Lock 11 Lane Comstock, New York 12821-0180 (518) 639-4486 (Washington County)	Med	Male	735	42	650
Watertown Correctional Facility 23147 Swan Road Watertown, New York 13601-9340 (315) 782-7490 (Jefferson County)	Med	Male	538	50	030
Wende Correctional Facility 3040 Wende Road Alden, New York 14004-1187 (716) 937-4000 (Erie County)	Max	Male	868	95	430
Willard Drug Treatment Center P.O. Box 303, 7116 County Route 132 Willard, New York 14588 (607) 869-5500 (Seneca County)	Drug Treatment Center	Male and Female	695	47	820
Woodbourne Correctional Facility 99 Prison Road, P.O. Box 1000 Woodbourne, New York 12788 (845) 434-7730 (Sullivan County)	Med	Male	817	56	140

Facility Address	Security Level	Gender	Average Daily Population	Total Number of Phones	Facility Code
Wyoming Correctional Facility P.O. Box 501, 3203 Dunbar Road Attica, New York 14011 (585) 591-1010 (Wyoming County)	Med	Male	1633	75	660
North Pearl	N/A	N/A	N/A	24	N/A

ATTACHMENT C PROPOSAL SUBMISSION CHECKLIST AND REQUIRED DOCUMENTS

Proposal Submission Checklist and Required Documents

Required documents	Type of Submission	Include with Bid Submission	Include with Contract Materials
Completed Encouraging NYS Business form (Section 8.5)	Complete form in Attachment C	<input type="checkbox"/>	
Vendor Reference Form (Appendix F) and Section 6.1	Include three separate references on forms provided in Appendix F of this document. (Subcontractors must also complete three separate references.)	<input type="checkbox"/>	
Staff Qualification Form (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"/>	
Non-Disclosure Agreement (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"/>
Performance/ Payment Bond (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"/>
Consultant Disclosure (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
Form ST-220-CA (Section 8.4)	All Bidder should be prepared to verify compliance with NYS Tax Law: http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf	<input type="checkbox"/>	<input type="checkbox"/>
Completed Workers' Compensation and Disability Forms (Section 8.9)	Complete and return with Contract documentation Workers' Compensation - http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp Disability Benefits - http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp	<input type="checkbox"/>	<input type="checkbox"/>
	Attachment C documents that are due for submission with proposals should be included with the Technical Proposal.	<input type="checkbox"/>	

Application Cover Sheet

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#:** _____

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.

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 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 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 15th 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: dccscontracts@dccs.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, 11th Floor
Albany, NY 12236

By fax: Attn: Consultant Reporting
(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
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State Agency Name: Department of Corrections & Community Supervision Contractor Name: Contract Start Date: / /	Agency Code: 10160 Contract Number: Contract End Date: / /
--	--

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
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 & 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
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 I = INMATE P = PHONE # R = RESTRICTION
13 - 13	X (01)	TRANSACTION A = ADD D = DELETE R = REPLACE (ALL TRANS TYPE)
14 - 27	X (14)	DETAIL INFO (DEPENDENT ON TRANS TYPE) IF TYPE=I - ZERO FILLED IF TYPE=P - PHONE # (NPANXXYYYYBBBB) NPA = AREA CODE NXX = EXCHANGE YYYY = EXTENSION BBBB = SPACES IF TYPE=R - EXPIRATION DATE (CCYYMMDD000000)
28 - 28	X (01)	HEARING IMPAIRED INDICATOR (FOR TYPE I ONLY) IF TYPE=I 1=HEARING IMPAIRED PIN 2=TTY ENABLED PIN BLANK=NEITHER 1 OR 2 NOTE: FIELD IS BLANK FOR TYPE P & R
29 - 29	X (01)	TTY/TRS INDICATOR (FOR TYPE P ONLY) IF TYPE=P 1=TTY PHONE # 2=TRS PHONE # BLANK=NON TTY/TRS PHONE # 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) AAA = AREA CODE SSS = SITE CODE 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 A = ADD D = DELETE
52 - 52	X (01)	CLASS OF SERVICE '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) AAA = AREA CODE SSS = SITE CODE (FACILITY CODE) NNNN = TRUNK NUMBER
22 - 35	X (14)	PHONE CALLED (NPANXXYYYYBBBB) NPA = AREA CODE NXX = EXCHANGE YYYY = EXTENSION 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 PHONE#(AAABBBCCCC) AAA=AREACODE BBB=EXCHANGE CCCC=EXTENSION 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. 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 VALUE 'R' OR 'Y' FOR RESTRICTION TRANSACTIONS VALUE 'U' FOR INMATE PHONE NUMBER REGISTRATION TRANSACTIONS
26 - 28	X 03)	FILLER SPACES
29- 36	9 (08)	RESTRICTION END DATE – CCYYMMDD FORMAT 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 CRE=CREDIT-COLLECT DIR=DIRECT-BILL PRE=PRE-PAY 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 PHONE#(AAABBBCCCC) AAA=AREACODE BBB=EXCHANGE CCCC=EXTENSION
77 - 84	9(08)	FILLER - ZERO FILL
85 - 94	9(10)	PHONE NUMBER CALLED PHONE#(AAABBBCCCC) AAA=AREACODE BBB=EXCHANGE 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"> • Bible • Liturgical books of the Orthodox Church
Hindu	<ul style="list-style-type: none"> • Vedas: the Rig Veda, Sama Veda, Yajur Veda • Atharva Veda Bhagavad Gita (Both are required)
Islam	<ul style="list-style-type: none"> • The Hadith, The meanings of the Noble Qur'an is allowed. • 2010 version by Dr. Muhammad Taqi-ud-Din Al-Hilali and Dr. Muhammad Muhsin Khan-Darussalam • Qur'ans by other authors are allowed as well. • (Both Qur'an and Hadith are required.)
Jehovah's Witnesses	<ul style="list-style-type: none"> • Bible (New World Translation) • The Watch Tower • The Awake
Jewish	<ul style="list-style-type: none"> • Torah • Talmud and prayer books • Books of Judaism
Moorish Science Temple	<ul style="list-style-type: none"> • Holy Koran • Oral statements of Prophet Noble Drew Ali • Divine Constitution and by-laws • Mufty law books • Branch Temple information • Moorish-American newspaper • Moorish Science literature
Mormon	<ul style="list-style-type: none"> • King James Bible • Book of Mormon • The Doctrine and Covenants • The Pearl of Great Price • Ensign, a monthly church magazine • Gospel Principles, a church publication
Nation of Gods and Earths	<ul style="list-style-type: none"> • 120 Degrees, The Supreme Alphabet and Mathematics (DOCCS-approved version) • Five Percenter newspaper • History of Allah • Talmud
Nation of Islam	<ul style="list-style-type: none"> • Final Call newspaper • History of Islam • History of the Nation of Islam • Books on Louis Farrakhan, Ward Fard, and Elijah Muhammad
Native American	<ul style="list-style-type: none"> • The Constitution of the Five Nation • Traditional Teachings • Clanology • Basic Call to Consciousness • Thanks Giving Address: Greeting to the Natural World Roots of the Iroquois

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"> • Bible • Missal/Hymnal • Prayer book • Books on Christianity • Christian Music
Quakers	<ul style="list-style-type: none"> • Bible
Rastafarian	<ul style="list-style-type: none"> • Holy Piby • King James Bible • Kebra Negast • Books on Rastafari Movement, Bob Marley, Haile Selassie, Marcus Garvey, Ethiopia, Empress Menen • Reggae Music
Santeria	<ul style="list-style-type: none"> • Books on Santeria religion • Books on Santeria Orishas (Both are required)
Seventh Day Adventists	<ul style="list-style-type: none"> • Bible
Shetaut Neter	<ul style="list-style-type: none"> • Neterian Spirituality and Shetaut Neter Chant, Songbook, Meditation and Devotional Worship Manual • Shetaut Neter African Religion • Principles of African Religion
Sikh	<ul style="list-style-type: none"> • Prayer book called a Gutka • Books on the Religion
Wicca	<ul style="list-style-type: none"> • Book of Shadows • Books on the Religion