

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Defendants,
Christopher Christie, Governor of NJ
Christopher S. Porrino, Attorney General of NJ
Gary M. Lanigan, Commissioner of the NJ Dept.
of Corrections
Elizabeth Connolly, Commissioner of the NJ
Dept. of Human Services

By: Patricia A. Krogman (013962005)
Chanel Van Dyke (165022015)
Deputy Attorneys General
Patricia.Krogman@dol.lps.state.nj.us
Chanel.VanDyke@dol.lps.state.nj.us
973-648-3441

SECURUS TECHNOLOGIES, INC.,

Plaintiff,

v.

CHRISTOPHER CHRISTIE, GOVERNOR OF
NEW JERSEY, IN HIS OFFICIAL
CAPACITY; CHRISTOPHER S. PORRINO,
ATTORNEY GENERAL OF NEW JERSEY,
IN HIS OFFICIAL CAPACITY; GARY M.
LANIGAN, COMMISSIONER OF THE NEW
JERSEY DEPARTMENT OF CORRECTIONS,
IN HIS OFFICIAL CAPACITY;
ELIZABETH CONNOLLY, COMMISSIONER
OF THE NEW JERSEY DEPARTMENT OF
HUMAN SERVICES, IN HER OFFICIAL
CAPACITY,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION MERCER COUNTY

Docket No. MER-L-143-17

CIVIL ACTION

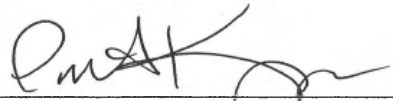
CERTIFICATION OF
PATRICIA A. KROGMAN

I, Patricia A. Krogman, of full age, do hereby certify as
follows:

1. I am a deputy attorney general employed by the State of New Jersey, Division of Law. I represent the Defendants in the above-captioned matter.
2. Attached as Exhibit A is a true and accurate copy of the Board of Chosen Freeholders of Cape May County, New Jersey Resolution No. 235-13 dated March 26, 2013.
3. Attached as Exhibit B is a true and accurate copy of the Passaic County Board of Chosen Freeholders Resolution number R20161024 dated December 15, 2016 with supporting attachments.
4. Attached as Exhibit C is a true and accurate copy of the County of Passaic Notice to Bidders number RFP-17-005 dated February 15, 2017.
5. Attached as Exhibit D is a true and accurate copy of the Passaic County Bid Tally Sheet for RFP-17-005 dated April 5, 2017.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 5/9/17



Patricia A. Kroegman
Deputy Attorney General

Exhibit A

**BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 173-16

**RESOLUTION AUTHORIZING CHANGE ORDER NO. 01 TO COUNTY
CONTRACT 13-58 WITH SECURUS TECHNOLOGIES, INC. FOR
PROVISION OF INMATE PHONE AND JAIL MANAGEMENT SYSTEM**

WHEREAS, Resolution No. 235-13, adopted March 26, 2013, awarded five year County Contract No. 13-58 with Securus Technologies, Inc. for the provision of an inmate telephone and jail management system at the Cape May County Correctional Center; and

WHEREAS, County Contract No. 13-58 contained a fee structure in place whereas Securus Technologies, Inc. would pay the Correctional Center a commission based on calling rates established by Securus Technologies, Inc.; and

WHEREAS, the Federal Communications Commission recently issued a "new order" (47 CFR Part 64 - WC Docket No. 12-375; FCC 15-136) regulating call rates of 22 cents per minute for all call types; and

WHEREAS, as a result of this FCC new order, Securus Technologies, Inc. shall no longer pay commissions or other payments on revenues earned through the completion of calls of any type placed from the Cape May County Correctional Center unless the new order is stayed or modified upon appeal.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Cape May that the proper officers of the Board, to wit, the Director and Clerk of the Board be, and they are hereby authorized and directed to execute Change Order No. 01 to County Contract 13-58.

BE IT FURTHER RESOLVED that all other portions of Resolution No. 235-13, adopted March 26, 2013, shall remain the same and are hereby ratified and reconfirmed.

STATEMENT

This Resolution authorizes Change Order No. 01 with Securus Technologies, Inc. implementing a "New FCC Order" regulating calling rates for inmate phone service.

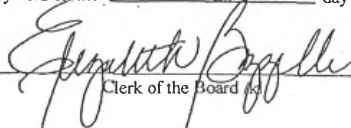
cc: Securus Technologies, Inc.
File: 2013 Spec. No. 13

STATE OF NEW JERSEY } ss.:
COUNTY OF CAPE MAY }

I, Elizabeth Bozzelli, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the 23rd day of

February 2016.

Signed,


Clerk of the Board

Freeholders	RECORD OF VOTE					
	Ayes	Nays	Abstain	Absent	Moved	Second
Mr. Desiderio	✓				✓	
Ms. Gabor	✓					
Ms. Hayes	✓					✓
Mr. Morey	✓					
Mr. Thornton	✓					

V - Indicates Vote Moved-Resolution Offered Second-Resolution Seconded

FIRST AMENDMENT
TO
AGREEMENT
CC:# 58-13
Res.# 235-13

This FIRST AMENDMENT ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Agreement CC:# 58-13 by and between the COUNTY OF CAPE MAY ("County") and SECURUS TECHNOLOGIES, INC. ("Vendor") dated March 26, 2013 (the "Agreement").

WHEREAS, the parties desire and agree to amend the Agreement as more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- Term. This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement.
- Commissions: Effective as of the First Amendment Effective Date, County shall no longer be paid commissions or other payments on revenues earned through the completion of calls of any type placed from the County Facility(s), notwithstanding anything to the contrary contained in the Agreement.
- New FCC Order Requirements. As a result of the new Rates for Inmate Calling Services; Final Rule [47 CFR Part 64 - WC Docket No. 12-375; FCC 15-136] (the "New FCC Order") that was approved in a 3-2 vote by the Federal Communications Commission ("FCC") on October 22, 2015, and published in the Federal Register on December 18, 2015, effective June 20, 2016, calling rates for all calls (including all local and long distance calls) shall be modified to reflect a call rate of 22 cents per minute for all call types (debit, prepaid and collect), unless the New FCC Order is stayed or modified upon appeal (Vendor is participating with other ITS carriers in a formal request for stay and appeal of the New FCC Order before the United States Court of Appeals, D.C. Circuit).
- Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

<u>COUNTY:</u> COUNTY OF CAPE MAY	<u>VENDOR:</u> SECURUS TECHNOLOGIES, INC.
By: _____	By: <u>Robert Pickens</u>
Name: <u>Gerald M. Thornton</u>	Name: Robert Pickens
Title: <u>Freeholder Director</u>	Title: President
Date: _____	Date: <u>2-9-16</u>

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

Approved as to Form:
JAMES B. ARSENAULT, JR.
COUNTY COUNSEL

RECEIVED
FEB 09 2016

ATTEST

Elizabeth Bozzelli
Clerk of the Board

**BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 168-14

**RESOLUTION AMENDING RESOLUTION NO. 235-13 WITH SECURUS
TECHNOLOGIES, INC. REFLECTING NEW BILLING RATES FOR
INMATE TELEPHONE CALLS AT CAPE MAY COUNTY
CORRECTIONAL CENTER**

WHEREAS, Resolution No. 235-13, adopted March 26, 2013, awarded a contract to Securus Technologies, Inc., of Dallas, TX, to furnish, deliver and install one new inmate telephone system at the Cape May County Correctional Center; and

WHEREAS, Securus Technologies, Inc. has modified their billing rates due to mandated new interstate call rates by the Federal Communications Commission for inmate telephone service; and

WHEREAS, due to this new FCC mandate regarding interstate calls, Securus Technologies, Inc. has modified their billing rates as follows: Interstate calls will no longer have a surcharge of \$2.00 for collect and prepaid/debit calls; collect calls will be \$.25 vs. \$.15 and prepaid/debit will be \$.21 vs. \$.15 and Securus Technologies, Inc. will no longer pay site commissions for interstate calls.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Cape May that the proper officers of the Board, to wit, the Director and Clerk of the Board be, and they are hereby authorized and directed to execute a contract amendment thus amending Resolution No. 235-13 effective February 11, 2014; and

BE IT FURTHER RESOLVED, pursuant to the rules of the Local Finance Board of the State of New Jersey, that no amount of these contracts shall be chargeable or certified until such time as services are ordered or otherwise called for prior to placing the order. The certification of available funds shall be made by the County Treasurer and attached to the file copy of the purchase order. It shall be the responsibility of the official responsible for issuing the purchase order to notify and seek the certification of the availability of the funds from the County Treasurer upon the adoption of the 2014 budget.

BE IT FURTHER RESOLVED that all other portions of Resolution No. 235-13, adopted March 26, 2013, shall remain the same and are hereby ratified and reconfirmed.

STATEMENT

This Resolution amends Resolution No. 235-13 with Securus Technologies, Inc. reflecting new billing rates for inmate telephone calls at the Cape May County Correctional Center.

cc: Securus Technologies, Inc.
File: Purchasing 2013 Spec#3

STATE OF NEW JERSEY} ss.:
COUNTY OF CAPE MAY}

I, Elizabeth Bozzelli, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the _____ 11th _____ day of

March 20 14

Signed,


Clerk of the Board/kb

Freeholders	RECORD OF VOTE					
	Ayes	Nays	Abstain	Absent	Moved	Second
Mr. Desiderio	✓				✓	
Ms. Gabor	✓					✓
Ms. Hayes	✓					
Mr. Morey	✓					
Mr. Thornton	✓					

✓ Indicates Vote Moved - Resolution Offered Second - Resolution Seconded

CAPE MAY COUNTY
PURCHASING DEPARTMENT

Gerald M. Thornton
Freeholder
Kim M. Allen
Purchasing Agent

4 Moore Road, DN-116
Cape May Court House, NJ 08210-1601
Voice: (609) 465-1125 * Fax: (609) 465-6583
E-Mail: kallen@co.cape-may.nj.us
Website: www.capemaycountygov.net



February 21, 2014

To: Elizabeth Bozzelli
Clerk of the Board

From: Kim Allen
Purchasing Agent

Re: **County Resolution 235-13; Amendment#1 - FCC Mandated New Interstate
Call Rates for Inmate Phones**

I respectfully request the Board of Chosen Freeholders authorize the amendment of County Resolution 235-13, with Securus, due to new billing rates. Effective February 11, 2014, the Federal Communications Commission (FCC) has mandated new rate caps and elimination of surcharges for interstate calls on interstate calls for companies that provide telephone service to prison inmates.

Due to this mandated FCC change with interstate calls, Securus, has modified their billing rates as follows:

Interstate calls will no longer have a surcharge of \$2.00 for collect and prepaid/debit calls. Collect calls now will be \$.25 vs. \$.15 and prepaid/debit will now be \$.21 vs. \$.15. Securus will no longer pay site commissions for interstate calls. Refer to the attached Securus Memo of February 2, 2014.

Should you have any questions, do not hesitate to contact me.

Kim Allen

KA
.cc Barbara Bakley-Marino, Esq., County Counsel
Michael Laffey, Director of Operation
Gary Schaffer, Sheriff
Donald Lombardo, Warden



February 2, 2014

RE: Billing Impacts of FCC Ruling on Interstate Calls

To Our Valued Customers,

In accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services – effective February 11, 2014, the Federal Communications Commission (FCC) has mandated new rate caps on interstate calls for companies that provide telephone services to prison inmates. The FCC's new caps include interstate calls rated at \$0.21 per minute for debit calls and \$0.25 per minute for collect calls. Without limitation, these rates will go into effect without anything required on behalf of our customers. Due to the FCC's Order, Securus no longer will pay site commissions on interstate calls.

This FCC change will go into effect on February 11, 2014. As such, Securus must modify our billing policies as follows:

For Interstate, Traditional Collect and Direct Bill Calling:

- Interstate call rates will be set at \$0.25 per minute

For Interstate, AdvanceConnect and Debit Calling:

- Interstate call rates will be set at \$0.21 per minute

For customer who use Securus SCP Debit:

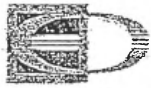
- Interstate call rates will be set at \$0.21 per minute
- Correctional Facilities' SCP Debit usage invoice will be adjusted to eliminate Facility discount on interstate debit calls beginning on February 11, 2014

Prepaid Calling Cards:

- Beginning February 11, 2014, all Prepaid Calling Card discounts will be reduced by the percent of interstate calling revenue used on prepaid cards over the past 12 months.
 - o Example:
 - Facility Prepaid Calling Card discount (before) = 30%
 - Facility percent of interstate calling revenue = 5%
 - Adjusted Facility Prepaid Calling Card discount = 28.5%

Due to the FCC ruling, Securus will be changing the way in which prepaid cards are invoiced and commissioned. These new changes may include selling cards at face value (vs. net of discount) and subsequently paying commissions on the actual usage, as is typical with other products. These decisions have not been formalized but will begin with additional notice in 2014.

In accordance with Securus' published price list, some fees will continue to apply to interstate calls separate from the new FCC mandated calls rates.



SECURUSTM

TECHNOLOGIES

Securus appreciates your selecting us as your communications provider and your understanding and support in our implementation of these changes required by law. Securus remains committed to providing industry-leading communication and investigative products and services to our customers and will continue to communicate openly regarding changes required due to FCC rulings. If you have questions regarding the impact of these changes, please contact your Account Manager who will be happy to discuss them with you.

**BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 235-13

**RESOLUTION AWARDING A COMPETITIVE CONTRACT TO SECURUS™
TECHNOLOGIES, INC TO FURNISH, DELIVER, INSTALL AND MAINTAIN
ONE NEW INMATE TELEPHONE SYSTEM AND JAIL MANAGEMENT
SYSTEM AT THE CAPE MAY COUNTY CORRECTIONAL CENTER**

WHEREAS, the County of Cape May advertised and sought Proposals for Competitive Contracting in accordance with N.J.S.A. 40A:11-4.1 et seq. and N.J.A.C. 5:34-4.1-4 under the Fair and Open Process to furnish, deliver, install and maintain one (1) new inmate telephone system and jail management system at the Cape May County Correctional Center; and

WHEREAS, Competitive Contracting may be used in lieu of public bidding pursuant to N.J.S.A. 40A:11-4.1.i., at the option of the governing body of the contracting unit, any good or service that is exempt from bidding pursuant to section 5 of P.L. 1971, c. 198 (C.40A:11-5); and

WHEREAS, on February 13, 2013, the County received and evaluated three (3) proposals; and

WHEREAS, based on evaluations conducted in accordance with N.J.S.A. 40A: 11-4.5.d, it has been determined that **SECURUS™ TECHNOLOGIES, INC** is the best qualified to provide said services based on the evaluation criteria; and

WHEREAS, that inasmuch as this Contract is awarded pursuant to the *Fair and Open process*, a notice of this Resolution shall be published in the Cape May County Herald.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Cape May that the proper officers of the Board, to wit, the Director and Clerk of the Board be, and they are hereby authorized and directed to execute a contract with SECURUS™ TECHNOLOGIES, INC attached hereto and by this reference made a part hereof as Schedule "A", in accordance with the specifications in 2013 Request For Proposal #3 'competitive contract to furnish, deliver, install and maintain one (1) new inmate telephone system and jail management system at the Cape May County Correctional Center.'

STATEMENT

This Resolution awards a competitive contract to Securus™ Technologies, Inc. to furnish, deliver, install and maintain one (1) new inmate telephone system and jail management system at the Cape May County Correctional Center.

Cc: Securus™ Technologies, Inc
File: Purchasing 2013 Spec 3

STATE OF NEW JERSEY) ss:
COUNTY OF CAPE MAY)

I, Elizabeth Bozzelli, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the _____ 26th day of

March 20 13

Signed, 
(Clerk of the Board/kl)

Freeholders	RECORD OF VOTE					
	Ayes	Nayes	Abstain	Absent	Moved	Second
Mr. Desiderio	✓				✓	
Ms. Gabor	✓					
Ms. Hayes	✓					✓
Mr. Morey				✓		
Mr. Thornton	✓					

✓ Indicates Vote Moved - Resolution Offered Second - Resolution Seconded

Bid Tabulation Committee: Kim Allen	Spec # 3	Securus Technologies, Inc.	Global Tel Link (GTL)	ICSolutions
Department Head Signature: Sheriff Gary Scharff	14651 Dallas Pkwy., Ste. 600 Dallas, TX 75254 NWS # 13-58	Corporate Headquarters 107 St. Francis St. 32nd Floor Mobile, AL 36602	2200 Danbury Street San Antonio, TX 78217	
Buyer: Suzanne Hoffman				
Opening Date: February 13, 2013				
REQUEST FOR PROPOSALS FOR COMPETITIVE CONTRACTING TO FURNISH, DELIVER, INSTALL & MAINTAIN ONE (1) INMATE TELEPHONE SYSTEM & JAIL MANAGEMENT SYSTEM FOR THE CAPE MAY COUNTY CORRECTIONAL CENTER				
		#1	#2	#3
The term of the contract will be for five (5) years beginning on or about March 27, 2013 expiring on or about March 26, 2018				
Bid Tabulation Committee Recommends that the RFP be awarded as follows:				
No. 1 Securus Technologies, Inc.				
No. 2 Global Tel Link (GTL)				
No. 3 ICSolutions				
Budget Appropriation: None Commission Rate to be paid to County				

AGREEMENT

CC:# 58-13

Res. # 235 -13

THIS AGREEMENT, made this 26th day of March, 2013, is made between the COUNTY OF CAPE MAY, (hereinafter "County",) and **SECURUS™ TECHNOLOGIES, INC.** (hereinafter "Vendor"), with an office located at 14651 Dallas Parkway, Suite 600, Dallas, Texas 75254;


WITNESSETH, that the Vendor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish, deliver, install and maintain one (1) new inmate telephone system and jail management system at the Cape May County Correctional Center in accordance with the 2013 Bid Specification No. 3, a portion of which are hereby annexed and made a part of this Agreement as fully, and with the same effect as if the same had been set forth in the body of this agreement.

IN CONSIDERATION OF THE PREMISES, the County hereby agrees to pay to the Vendor for said services when furnished in accordance with the proposal, sums noted on the attached *Proposal Pages* for a five (5) year term commencing **March 27, 2013 thru March 26, 2018**.


This contract is to be binding upon the County, its Successors or Assigns, and upon the Vendor, his Heirs and Assigns.

IN WITNESSETH WHEREOF, the County has caused this Instrument to be signed by its Director, attested by its Clerk, and its corporate seal to be hereunto affixed, pursuant to a resolution passed for that purpose, and the Vendor have set their hands and seal the day and year first above written.

ATTEST:


Elizabeth Bozzelli
Clerk of the Board

COUNTY OF CAPE MAY


Gerald M. Thornton
Freeholder Director


WITNESS:

SECURUS™ TECHNOLOGIES, INC.


Robert Pickens

Chief Operating Officer

APPROVED AS TO FORM:


Barbara Bakley-Marino, Esquire
County Counsel



Proposal Instructions

1. **General Information:** The County of Cape May (hereinafter the "County") is requesting Competitive Contracting Proposals for the purpose of awarding a contract to **Furnish, Deliver and Install One (1) New Inmate Telephone and Jail Management System for the Cape May County Correctional Center** (hereinafter "CMCCC"), as defined, described, and listed herein. This Proposal is being issued pursuant to NJ.S.A.19:44A-20.4, *et seq.* "Fair and Open." The County shall award a contract on a Competitive Contracting basis to the most responsible firm who, in the opinion of the County, best meets all of the conditions and specifications outlined in this Request for Competitive Contract and best fulfills the needs to provide the system described herein, cost and other factors considered; i.e., based on evaluations conducted in accordance with NJ.S.A.40A:11-4.1, *et seq.* and N.J.A.C. 5:34-4.1, *et seq.* The contents of the proposal submitted by the successful firm and this Request for a Proposal may become part of the contract for these services. The successful firm will be expected to execute said contract with the County of Cape May within twenty-one (21) days, pursuant to NJ.S.A.40A:11-24(b).

✓ Securus has read, understands, and complies.

2. **Submission of Proposals:** Sealed Proposals shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications. Each Proposal shall be submitted in a sealed envelope and Proposer shall clearly write their name, address and the Proposal description to **Furnish, Deliver and Install One (1) New Inmate Telephone and Jail Management System for the Cape May County Correctional Center** on the front of the envelope. The County assumes no responsibility for proposals opened in error due to improperly marked envelopes, Proposals shall be forwarded to the attention of **Elizabeth Bozzelli, Clerk of the Board, 4 Moore Road, Cape May Court House, NJ 08210.**

✓ Securus has read, understands, and complies.

Proposal Instructions

- a. A Proposal cannot be withdrawn after the expiration of the time established for receiving proposals, nor can any changes in price or other details be made by letter, telephone or verbal statement.

✓ Securus has read, understands, and complies.

- b. It is the Proposer's responsibility to insure that proposals are presented to the County on the hour and at the place designated herein. Proposals may be hand delivered, mailed or sent express carrier. The County assumes no responsibility for Proposals forwarded by mail or express carrier. Proposals received after the designated time and date will be returned to the proposer unopened.

✓ Securus has read, understands, and complies.

- c. Proposals must be signed in ink by a duly authorized official and only original signatures will be accepted. Any Proposal showing any erasure/alteration must be initialed in ink by the Proposer.

✓ Securus has read, understands, and complies.

- d. Proposal costs, fees, rates and commissions shall be included with this submittal. Failure to properly execute the Proposal Pages or to include pricing pages shall constitute a material defect that can neither be cured nor waived and shall result in rejection of the Proposal.

✓ Securus has read, understands, and complies.

- e. The County shall not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straight forward, concise delineation of the firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, cost and clarity of content.

✓ Securus has read, understands, and complies.

Proposal Instructions

- f. Proposers shall furnish one (1) signed original Proposal and one (1) Electronic Copy (PDF File) of the completed Proposal delivered by 2:00 P.M. Prevailing Time on the due date. PDF Files via e-mail will not be accepted. If you cannot provide a PDF File of the Proposal, include one (1) copy with signed original.

✓ Securus has read, understands, and complies.

FOR ITEMS #3-#5 AS FOLLOWS, REFER TO THE PROPOSAL PAGES CONTAINED HEREIN FOR THE COMPLETION OF THE APPOINTMENT OF THE PROCESS AGENT-SERVICE.

3. **Choice of Law:** The laws of the State of New Jersey (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this Agreement, including, without limitation its validity, interpretation, construction, performance, and enforcement.

✓ Securus has read, understands, and complies.

4. **Designation of Venue:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Superior Court of New Jersey-Law Division sitting in Cape May Court House, New Jersey.

✓ Securus has read, understands, and complies.

5. **Waiver to Contest Jurisdiction:** Each party waives, to the fullest extent permitted by law:
 - i. Any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in the Superior Court of New Jersey-Law Division sitting in Cape May Court House, New Jersey
 - ii. Any claim that any action or proceeding brought in such court was brought in an inconvenient forum

✓ Securus has read, understands, and complies.

Proposal Instructions

6. **Award/Reject Proposals:** Pursuant to N.J. SA40A:II-24(a), the Board of Chosen Freeholders of the County of Cape May reserves the right to consider the Proposals for sixty (60) days after the receipt thereof; and further reserves the right to reject any and all Proposals, waive informalities, and make such awards or take action as may be in the best interest of the County.

✓ **Securus has read, understands, and complies.**

7. **Questions:** All requests for information regarding these specifications shall be directed to Kim Allen, Purchasing Agent, at kallen@co.cape-may.nj.us or 609-465-1125. No further questions will be answered seven (7) days prior to the RFP opening.

✓ **Securus has read, understands, and complies.**

8. **Pre-Bid Meeting:** A Pre-Bid Meeting will be held on January 23, 2013, 10:30 am at the Cape May County Correctional Center, 125 Crest Haven Road, Cape May Court House, NJ 08210. Proposers are strongly advised to attend. **No special considerations will be made at the time of receipt of bids and award of contract for vendors who do not attend. NO EXCEPTIONS.**

✓ **Securus has read, understands, and complies.**

9. **Pre-Bid Walk Through:** Immediately following the Pre-bid Meeting, there will be a walk-through of the CMCCC. This walk-through is **mandatory** to enable the vendor to familiarize themselves with the needs of the CMCCC.

✓ **Securus has read, understands, and complies.**

10. **References:** On the EXPERIENCE STATEMENT included herein, all vendors **MUST** list no fewer than three (3) current references for the provision of Inmate Telephone Systems at Correctional Centers as described herein.

✓ **Securus has read, understands, and complies.**

Proposal Instructions

11. **Term:** Pursuant to NJ.S.A.40A: 11-4.2, the contract term shall be for a period of FIVE (5) YEARS, commencing upon authorization by the Cape May County Board of Freeholders on or about March 1, 2013.

✓ Securus has read, understands, and complies.

12. **Irrevocable Proposal:** The Proposals are irrevocable by the subscriber, or his/her/ their or its personal or legal representatives. Said Proposal and award there under is made to the subscriber by the County and shall bind the subscriber, his/her/their or its heirs, executors, administrators, successors or assigns.

✓ Securus has read, understands, and complies.

13. **Business Registration:** Proposers are advised that they are required to be registered with the New Jersey Division of Taxation and to comply with all New Jersey Tax Laws. In accordance with c.57, P.L. 2004, successful Proposer **MUST** furnish a copy of their State of New Jersey Business Registration Certificate prior to execution of any contract. Non-profit organizations are exempt from this law and therefore must provide a 501 (c) 3 tax exempt certificate and certificate of incorporation.

✓ Securus has read, understands, and complies.

Securus has been issued a Business Registration Certificate from the New Jersey Division of Taxation and a copy of the certificate is provided in Attachment C.

14. **Public Disclosure Statement:** (Public Law 1977, Chapter 33) must be filed in, completely executed and returned with this Proposal.

✓ Securus has read, understands, and complies.

21. **Termination for Cause:** Should the County elect to terminate the contract, written notice shall be given to the Proposer no less than thirty (30) days prior to the effective termination date. The Proposer shall be paid for all services provided as of the termination date. No consideration shall be given for loss of anticipated revenue on the terminated portion of the contract. The County reserves the right to terminate the contract for any breach thereof including, but not limited to:

- > Insufficient or lapsed insurance coverage
- > Failure to maintain adequate staffing levels to provide required services
- > Non-performance or unsatisfactory performance of required services
- > Failure to comply with posted traffic and/or safety regulations while on County property,
- > Violation of inmate confidentiality

The County shall provide the Proposer with written notice of any breach of contract or non-compliance with the specifications via ten (10) days written notice. If the Proposer fails to correct all cited deficiencies within the ten (10) days, the County shall have the right at its sole discretion to terminate the contract.

The County's right of termination for breach of contract or specifications shall be in addition to any other remedy provided by law and shall not be the sole remedy available to the County.

- > Either the County or the Proposer may terminate the Contract **without cause** by serving the remaining party with written notice of such intent no less than ninety (90) days prior to the anniversary date of the Contract, or as agreed upon by both parties. All such notice of termination described herein shall be via U.S. Mail and Certified Mail, Return Receipt Requested.

✓ Securus has read, understands, and complies.

22. **Insurance Requirements:** The Proposer shall, for the full duration of the contract, maintain current insurance as listed below.

- > General Liability at \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate for bodily injury and property damage
- > Worker's Compensation at NJ Statutory limits.
- > Automotive Liability at \$1,000,000.00 limits.

- > The County of Cape May and the Cape May County Board of Chosen Freeholders shall be named as additional insured parties. The Proposer's coverage shall be primary to the County and not be contributing with any other insurance available to the County regardless of whether any other insurance is primary, contributing or excess. The County shall be given thirty (30) days written notice of cancellation and said notice must be reflected on the certificate of insurance. The Proposer shall provide copies of all current Insurance Certificates to the County Administrator prior to execution of contract. The Proposer is responsible solely for payments of any deductible associated with any insurance policy.

✓ Securus has read, understands, and complies.

23. Indemnification and application installation:

The Proposer shall defend, indemnify and hold harmless the County of Cape May, the Cape May County Board of Chosen Freeholders, their agents, officers and employees from any claims, suits, losses, liabilities, actions, damages, costs and expenses of any nature whatsoever, whether for personal injury, property damage or other liability arising out of or in any way connected with any of the Proposer's obligations under this contract.

The County of Cape May shall defend, indemnify and hold harmless the Proposer, their agents, officers and employees from any and all claims, suits, actions, damages and costs for personal injury, property damage and other liability arising out of the County's obligations under this contract.

Functionality Of Software/Acceptance: Vendor warrants that the Applications, if used in accordance with vendor's instructions, will function as described in your proposed System Documentation.

Assistance in dealing with problems: Any server or workstation software problem that occurs during the installation of new software shall be the responsibility of the vendor to repair. Any costs shall be the responsibility of the vendor not to include acts of nature and hardware failure. The vendor's installation technician shall stay on site until problems are resolved unless problem relates to hardware and is verified. Time and days of week allowed for system installation: All software and hardware installs on production servers shall be performed on Friday's after 12 noon. Non- production installs may be done at any time but shall have a burn in (burn in to be defined as running with no users 24 hours a day) time of one week before being put into production. Go live day of week shall be Monday unless it is a holiday then Tuesday shall be used.

Written explanation of install components and procedure: Vendor shall provide a written installation plan that is developed after researching Cape May County's present server and workstation configurations. This procedure shall list any pre-requisite software needed with version information and any new software to be installed. The list of new software to be installed shall include what language it is written in (IE: Visual C++, MS Access, or Sybase) what machine it is to be installed on (server or workstation) and the size of file. Vendor shall provide a list of at least 3 references where they installed their software that have a server and workstation configuration similar to Cape May County.

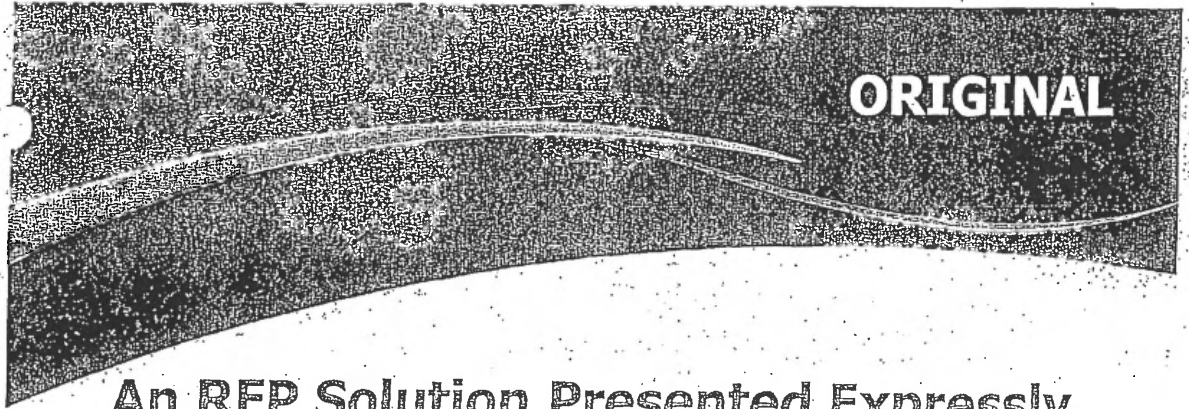
✓ Securus has read, understands, and complies.

24. "PAY-TO-PLAY" — NOTICE OF DISCLOSURE REQUIREMENTS - N.J. P.L. 2005. C.271, SECTION 3: The Proposer is hereby advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to NJ.S.A. 19:44A-20, *et seq.* if the Proposer receives contracts in excess of \$50,000.00 from public entities in a calendar year. Annual Disclosures require submission by March 30 of each year covering contracts and contributions for the prior calendar year. It is the Proposer's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at www.elec.state.nj.us or by calling 1-888-313-ELEC. **NOTE: Proposer acknowledges that they meet the Notice of Disclosure Requirements with any prior year and resultant contract for the term (inclusive of optional extension years).**

✓ Securus has read, understands, and complies.

Technical Specifications

Reference Page No. 24 thru Page No. 249 of the:



**An RFP Solution Presented Expressly
for**

Cape May County, New Jersey

**RFP for One New Inmate Telephone System
and Jail Management System**

February 13, 2013 by 2:00 P.M.

Presented to:

Elizabeth Bozzelli, Clerk of the Board

4 Moore Road

Cape May Court House, NJ 08210

Presented by:

Sherri Turowsky, Account Manager

Tel: 413-478-4831

Securus Technologies, Inc.,

14651 Dallas Parkway, Ste. 600

Dallas, TX 75254



Proposal Pages

The Web Server must be configured to block access to jail data even if the server's security is compromised. Vendors must describe in detail how this will be accomplished.

✓ **Securus has read, understands, and complies.**

XJail data resides in an SQL database. There are, at a minimum, four (4) levels of security that are designed to protect this data.

Level 1 is the County Network which protects the port (80) accessing the Web Server.

Level 2 is the Firewall which protects the servers located on the Network.

Level 3 is the XJail Application Server which holds the XJail software and SQL database.

Level 4 is the SQL database which holds the data and sits on a different server than the Web Server and requires authentication.

PROPOSAL PAGES

REQUEST FOR COMPETITIVE CONTRACTING PROPOSALS TO FURNISH, DELIVER AND INSTALL ONE (1) NEW INMATE TELEPHONE SYSTEM FOR THE CAPE MAY COUNTY CORRECTIONAL CENTER

TO THE BOARD OF CHOSEN FREEHOLDERS:

The undersigned hereby declares that they have carefully read the documents attached and that they fully understand the Proposal Instructions and Technical Specifications and will strictly adhere to all terms and conditions of said documents if awarded a contract therefore.

NOTE: Vendors **MUST** include a schedule of all costs, fees, rates and commissions with this Proposal Submittal. Failure to comply shall constitute a material defect that can neither be waived nor cured and shall result in rejection of the Proposal.

Commission Rate to be paid to the County: (Two options proposed see below)

Option A – 67.1 % Option B – 70.1%

***Note:** This commission rate **MUST** include the provision of the Jail Management System (Section B1, #7, "Note").

Securus Offer Summary

Our offer provides Cape May with the most advanced technology, highly performing service and support staff, and Securus owned products and services that are unmatched by any provider. No vendor can compete with our call products and provider relationships to connect more calls.

Our proposal provides Cape May County:

- Complete turnkey installation upgrade to Secure Call Platform (SCP) that meets or exceeds all aspects of the County's specifications outlined in this RFP.
- Complete turnkey installation and support of friends and family Automated Information Services (AIS)
- Archonix full suite Jail Management system
- Secure Voice Biometric technology for enhanced security and investigative capabilities
- Commission to be paid on gross revenue for a five-year term through Option A or Option B below:

Cape May County, NJ - Commission Summary	Option A - Current Rates	Option B - Simplified Rates
Commission Rate for Collect, Prepaid, and Debit calls	67.1%	70.1%
AIS	Included	
Archonix Jail Management System	Included	
Secure Voice Biometrics	Included	

Option A – Current Rates

Call Type	Collect		Prepaid Collect/Debit	
	Surcharge	Per Minute	Surcharge	Per Minute
Local	\$1.75	\$0.05	\$1.75	\$0.05
Intralata/Intrastate	\$1.75	\$0.20	\$1.75	\$0.20
Interlata/Intrastate	\$1.75	\$0.40	\$1.75	\$0.40
Interlata/Interstate	\$1.75	\$0.89	\$1.75	\$0.89

Option B – Simplified Rates *

Call Type	Collect		Prepaid Collect/Debit	
	Surcharge	Per Minute	Surcharge	Per Minute
Local	\$2.00	\$0.15	\$2.00	\$0.15
Intralata/Intrastate	\$2.00	\$0.15	\$2.00	\$0.15
Interlata/Intrastate	\$2.00	\$0.15	\$2.00	\$0.15
Interlata/Interstate	\$2.00	\$0.15	\$2.00	\$0.15
International	\$2.00	\$0.15	\$2.00	\$0.15

*Option 2 – Current Securus rates being used in Passaic and Salem County, NJ today.

Why Simplified Calling Rates –

Given the proliferation of cell phones and Internet calling, the days of long distance calling rates are numbered. Long distance callers can obtain a local number which masks the true identity of the caller and lowers revenues with a lower local rate.

Today, obtaining a local number has never been easier. As such Securus is proposing a standard call structure for all calls regardless of type or distance. These simplified rates are easier to understand and are far more cost effective for calls that are currently rated as long distance. Our research shows call volumes and revenues typically increase. Based on an average 10 minute call the simplified rates are better for inmates and constituents at all call types.

Summary

Securus has worked hard to develop an offer that fully serves the needs of Cape May County Correctional Center and its constituents. We are committed to building a program that incorporates all of your requirements while providing a robust revenue stream for the Jail. We recognize that Cape May County Correctional Center may wish to propose modifications to our offer and we are willing to be flexible in any negotiations, to include additional rate plans desired by the Facility.

Account Terms and Conditions

Securus offers Friend & Family members many options to pay for phone calls. They can choose from payment products such as Securus' Traditional Collect, Direct Bill, and AdvanceConnect accounts—or even fund Inmate Debit accounts. For each, Securus provides the following terms and conditions:

Account Terms and Conditions	Friends & Family Prepaid Advance Connect	Friends & Family Direct Bill/ Traditional Collect	Inmate Debit
Account Setup Fee	\$0 No charge	\$0 No charge	\$0 No charge
Securus Refund Fee	\$0 No charge	\$0 No charge	\$0 No charge
*Securus funding transaction fee	\$0 No charge	\$0 No charge	\$0 No charge
Minimum funding amount	\$0 None	\$0 None	\$0 None
*If payments are made by mail or online banking.			

Additional Account Details

The table below describes additional charges, fees, and taxes associated with Securus account types.

Fees Vary by Account Types*	How Applied	Amount	Account Type
Federal Regulatory Recovery Fee	Interstate calls only, applied once/month when used	Up to \$3.49	Traditional Collect, Direct Bill, AdvanceConnect
Bill Statement Fee	When choosing local carriers to bill, applied once/month when used	Up to \$3.49	Traditional Collect Only
Wireless Administration Fee	Only for wireless numbers, applied once/month when used	Up to \$2.99	AdvanceConnect Only

A returned check charge of up to \$25 may be applied for dishonored checks.

* Sales taxes, Universal Service fund fees, and Telecommunications Relay Service (TRS) fund fees may also apply.

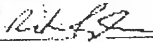
Convenience Options

For Friend & Family members requiring an immediate approach to funding their accounts, Securus provides optional services which incur convenience fees or a minimum funding amount.

Optional Fees	Per Instance	Amount
Transaction processing fee	Credit/debit card payment by phone or website	Up to \$7.95

A low minimum funding amount of only \$25 is required when Friend & Family member fund an AdvanceConnect by phone or website.

Date: 2-7-13 2013


Signed

Robert E. Pickens
Printed Name

Chief Operating Officer
Title

Securus Technologies, Inc.
Name of Firm

14651 Dallas Parkway, Suite 600
Address

Dallas, TX 75254
Address

972-277-0300
Telephone

972-277-0514
Fax

Robert E. Pickens
Contact Person

bpickens@securustech.net
E-Mail

Appointment of Process-Agent Service: Vendor Securus Technologies, Inc. (insert name) irrevocably appoints

Robert E. Pickens (insert name) (the "Process Agent") as its agent to

receive service of process on behalf of vendor; vendor authorizes and directs the Process Agent to accept service on its behalf. If process is to be served pursuant to this provision, the County shall serve that process by certified mailing (return receipt requested) or hand-delivering a copy of the process in care of the Process Agent at

14651 Dallas Parkway, Suite 600 Dallas, TX 75254 (insert address of Process Agent) or any other address

which the Process Agent has given notice to the County, (items #3, #4 & #5).

Stockholder Disclosure Certification

STOCKHOLDER DISCLOSURE CERTIFICATION
 This Statement Shall Be Included with Bid Submission

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, County, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

Name of Business Securus Technologies, Inc.

Federal ID #: 75 2722144

I certify that the list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns ten percent (10%) or more the issued and outstanding stock of the undersigned.

Check the box that represents the type of business Organization:

- Partnership
 Corporation
 Sole Proprietorship
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership
 Subchapter S Corporation

STOCKHOLDERS

Name: Securus Technologies, Inc. (100% Owner) Name: _____

Home Address: 14051 Dallas Parkway Home Address: _____

Suite 600, Dallas, Texas 75224 _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Securus Technologies, Inc.
 Company Name

[Signature] Chief Operating Officer
 Signature Title

Revised 6/18/12 (add)

W-9 Form

Form W-9 Request for Taxpayer Identification Number and Certification
 (Rev. October 2011)
 Department of the Treasury
 Internal Revenue Service

Give Form to the requester. Do not send to the IRS.

Name (as shown on your records for record)
SECURUS TECHNOLOGIES, INC.
 (Do not check this box unless you are an individual taxpayer.)

Check appropriate box(es) to indicate classification:
 Individual taxpayer
 Corporation Partnership Trust/estate
 Limited liability company (Enter tax classification on appropriate box on page 3, if appropriate) Foreign payee

Other (see instructions)
 Address (include street, apartment or suite no.)
14851 DALLAS PARKWAY STE. 600
 City, state, and ZIP code
DALLAS, TX 75254
 Taxpayer's name and address (optional)

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a partner, officer, sole proprietor, or disregarded entity, see the Part I instructions on page 3 for other options. If you are an employee, your identification number (EIN). If you do not have a number, see How to Get a TIN on page 3.

Note: If the name on a return differs from the name on this chart on page 4 for guidelines on whose number to enter.

Social security number									
7	5	-	2	7	2	2	1	4	0
Employer identification number									

Part II Certification

I am the person or person(s) for whom:

- The number shown on this form is my correct taxpayer identification number (I am waiting for a number to be assigned to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must check both Part 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For individual taxpayers, items 2 above do not apply. For mortgage interest paid, acquisition or development of secured property, execution of dual credit trusts for an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here: Mary Creech Date: 3/14/12

General Instructions

See the instructions in the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income and if you, the estate, partnership, mortgage interest, you stock, acquisition or development of secured property, execution of dual credit trusts, or other income, you need to file an IRA.

The Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when appropriate, to:

1. Certify that the TIN you are giving is correct for you or waiting for a number to be assigned.
2. Certify that you are not subject to backup withholding, or
3. Obtain exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allowable share of any partnership income from a U.S. partnership business is not subject to the withholding tax on foreign partner's share of partnership-connected income.

Note: If a nonpayee gives you a form filled out with Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7914-2).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, if certain estate income a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Proposal Pages

The Web Server must be configured to block access to jail data even if the server's security is compromised. Vendors must describe in detail how this will be accomplished.

✓ **Securus has read, understands, and complies.**

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ID	Task Name	Duration	Start	Finish
1	SECURUS Inmate Telephone System Installation Project Plan for Cape May County Jail Inmate Telephone System	68 days	2/20/2013	5/24/2013
2	Inmate Phone System Installation & Cut-Over	41 days	2/20/2013	4/17/2013
3	Project Initiation Phase	1.5 days	2/20/2013	2/21/2013
4	Host internal project review and kick-off meeting	2 hrs	2/20/2013	2/20/2013
5	Team with Sales Account Manager to host kick-off call with SECURUS Inmate Telephone System Installation Project Plan for Cape May County Jail Project Team	2 hrs	2/20/2013	2/20/2013
6	Complete Telephone Equipment Inspection for Inmate Locations	1 day	2/20/2013	2/21/2013
7	Project Planning Phase	5 days	2/21/2013	2/27/2013
8	Update Engineering based on site survey information	2 hrs	2/21/2013	2/21/2013
9	Identify resources needed to complete tasks and objectives	2 hrs	2/21/2013	2/21/2013
10	Create ticket assignments for necessary departments	2 hrs	2/21/2013	2/21/2013
11	Host internal review to determine scheduling options	2 hrs	2/22/2013	2/22/2013
12	Host review with current services provider to discuss transition plan	1 hr	2/22/2013	2/22/2013
13	Create project in the Install Portal and setup notifications/alerts	1 hr	2/22/2013	2/22/2013
14	Create orders for telecom provisioning	1 hr	2/22/2013	2/22/2013
15	Create purchase orders for materials	1 hr	2/22/2013	2/22/2013
16	Perform Sarbanes-Oxley compliance approval for all material purchase orders	1 hr	2/22/2013	2/22/2013
17	Kick-off Discussions for Automated PIN Imports / OMS Integration	1 hr	2/22/2013	2/22/2013
18	Integration for automated PIN data management	1 day	2/25/2013	2/25/2013
19	Review field service access/scheduling & telecom vendor scheduling options with Cape May County Jail Project Team	1 hr	2/26/2013	2/26/2013
20	Produce updated project schedule	1 hr	2/26/2013	2/26/2013
21	Project Team and Cape May County Jail Project Plan / Schedule Review	2 hrs	2/26/2013	2/26/2013
22	Finalize Telecom Provisioning, Material Delivery, and Field Service schedules	1 hr	2/26/2013	2/26/2013
23	Securus & Cape May County Jail Project Team Meeting - Touch Point	0.5 days	2/27/2013	2/27/2013
24	Review telecom and hardware delivery schedules	2 hrs	2/27/2013	2/27/2013
25	Produce updated project plan and review with Cape May County Jail Project Team	2 hrs	2/27/2013	2/27/2013
26	Customer Data Management	1 day	2/25/2013	2/25/2013
27	Coordinate transition activities with incumbent	2 hrs	2/25/2013	2/25/2013
28	Site specific voice prompts & tag lines	2 hrs	2/25/2013	2/25/2013
29	Upload blocked number files	2 hrs	2/25/2013	2/25/2013
30	Upload free and privileged number files	2 hrs	2/25/2013	2/25/2013
31	Project Execution Phase	39 days	2/20/2013	4/15/2013
32	OMS/JMS Integration / E-Imports Activities	9 days	2/20/2013	3/4/2013
33	Inmate PIN account creation and management	4 days	2/20/2013	2/25/2013
34	Automated file delivery for account management	1 day	2/26/2013	2/26/2013
35	Configure Commissary order by Phone number with Commissary provider	2 days	2/27/2013	2/28/2013
36	Configure Inmate Debit specifications with Commissary provider	2 days	3/1/2013	3/4/2013
37	Site Cutover Installation Planning Activities	39 days	2/20/2013	4/15/2013
38	Telecom delivery lead time	38 days	2/20/2013	4/12/2013
39	Confirm Telecom Test & Turn-up (T&T) schedule	2 hrs	4/15/2013	4/15/2013
40	Confirm Installation Technical Support schedule for T&T activity	2 hrs	4/15/2013	4/15/2013
41	Confirm Field Service Installation Team schedules for T&T activity	2 hrs	4/15/2013	4/15/2013
42	Review Site schedule and activities with Cape May County Jail Project Team	2 hrs	4/15/2013	4/15/2013
43	Site Equipment Installation Planning Activities	25 days	2/25/2013	3/29/2013
44	Material shipment lead time	15 days	2/25/2013	3/15/2013

ID	Task Name	Duration	Start	Finish
45	Confirm material shipments and arrival dates	2 hrs	2/26/2013	2/26/2013
46	Install and test inmate telephone equipment - Cape May County Jail (As necessary)	9 days	3/18/2013	3/28/2013
47	Removal of old equipment and notify incumbent of available pickup (As necessary)	2 hrs	3/29/2013	3/29/2013
48	Review Site Cut-Over schedule and activities with Cape May County Jail Project Team	2 hrs	3/29/2013	3/29/2013
49	Installation - Cape May County Jail	1 day	4/17/2013	4/17/2013
50	Cut Over - Turn up of telephones to Securus SCP platform	1 day	4/17/2013	4/17/2013
51	Quality Control / Checklist Reviews	67.38 day	2/20/2013	5/24/2013
52	Re-Verify all Features working properly	3 hrs	4/18/2013	4/18/2013
53	Re-Verify phones work, port assignments/call groups set	2 hrs	4/18/2013	4/18/2013
54	Post Cutover QA Checklist & Test Calls Completed	1 hr	4/18/2013	4/18/2013
55	Notify Facility ITS of cutover - system is functioning correctly	1 hr	4/18/2013	4/18/2013
56	Cut Sheet distributed to Securus Project Team	1 hr	4/18/2013	4/18/2013
57	Verification of Products and Features Cape May County Jail	1 day	2/20/2013	2/21/2013
58	Customer training	2 days	4/18/2013	4/19/2013
59	Conduct customer training for telephone system with Cape May County Jail Project Team	1 day	4/19/2013	4/19/2013
60	Post Implementation Project Monitoring / Controlling Phase	26 days	4/19/2013	5/24/2013
61	Securus & Cape May County Jail Project Team Meeting - Touch Point	26 days	4/19/2013	5/24/2013
62	Review current status of implementation activities	0 days	4/19/2013	4/19/2013
63	Review cut-over call monitoring and system health data provided by Securus Site Engineering Team	1 day	4/22/2013	4/22/2013
64	Identify any outstanding action items	1 day	4/23/2013	4/23/2013
65	Produce action register (if applicable)	4 hrs	4/24/2013	4/24/2013
66	Update Risk Management Plan	1 day	4/24/2013	4/25/2013
67	Update Project Plan	1 day	4/25/2013	4/26/2013
68	Consolidate QA & Customer Acceptance forms	1 day	4/26/2013	4/29/2013
69	Consolidate Equipment Assignment Records, Engineering Schematics, and other final implementation documents	1 day	4/29/2013	4/30/2013
70	Produce final QA and Implementation documents and provide to Cape May County Jail Project Team	1 day	4/30/2013	5/1/2013
71	Initiate 30 day post implementation monitoring plan to be executed daily by Site Engineering Team	25 days	4/19/2013	5/23/2013
72	Cape May County Jail Network and Equipment	24 days	4/22/2013	5/23/2013
73	Project Closure Phase	1 day	5/24/2013	5/24/2013
74	Final Customer Acceptance Meeting	1 day	5/24/2013	5/24/2013
75	Review current action register and close-out remaining items, or identify next steps	1 day	5/24/2013	5/24/2013
76	Review 30 day post implementation monitoring data and service ticket information	1 day	5/24/2013	5/24/2013
77	Produce Transition Plan: Transition plan from Securus Project Team to Service and Account Management Team	1 day	5/24/2013	5/24/2013
78	Execute Transition Plan to Technical Support and Account Management Team for ongoing Account Support	1 day	5/24/2013	5/24/2013



Securus Technologies, Inc. acknowledges receipt of Clarification number 1 – 5 of questions and answers submitted by Cape May County, NJ.

Robert E. Pickens, Chief Operating Officer

Name

Robert E. Pickens

Signature

2-7-13

Date

SPEC. #3 INMATE PHONE & JAIL MANGEMENT SYSTEM
QUESTIONS & ANSWERS
CLARIFICATION NO. 1

Is there any early release program that may have an adverse effect on the ADP? NO

How many inmate phones are installed today? 36

Are there any additional phones required at this time? NO

Are there any enclosures that need to be installed/ replaced? NO

How many visitation phones are installed? N/A

Will there be a requirement to interface with the commissary system? YES

Who is the current/ future provider of the commissary services? Keefe

Is this bid for the new facility only or for both the existing and new facility?
Both

SPEC. #3 INMATE PHONE & JAIL MANGEMENT SYSTEM
QUESTIONS & ANSWERS
CLARIFICATION NO. 2

1. What are the current call rates by payment type (Collect, Pre Paid Collect, debit and/or inmate based pre paid.) and by call traffic type (local, IntraLata/Intrastate, Interlata/Intrastate, Interstate and International. Please provide both the surcharge and per minute rates for each of the payment types and call traffic types listed.

Local:	\$1.75	.05	55%
Intralata:	\$1.75	.02	55%
InterLATA	\$1.75	.04	55%
Interstate:	\$1.75	.89	55%

2. What are total call duration minutes for the last 12 calendar months by payment type (Collect, Pre Paid Collect, debit and/or inmate based pre paid.) and by call traffic type (local, IntraLata/Intrastate, Interlata/Intrastate, Interstate and International. Please provide the call duration minutes for each of the payment types and call traffic types listed. We do not have this data.
3. What is the total call gross revenue for the last 12 calendar months by payment type (Collect, Pre Paid Collect, debit and/or inmate based pre paid.) and by call traffic type (local, IntraLata/Intrastate, Interlata/Intrastate, Interstate and International. Please provide the total call gross revenue for each of the payment types and call traffic types listed.
2012 - \$100,781.00; We do not have it broken down.
4. How many free calls were made in the last 12 months and what was the total minute duration of those free calls. No free calls.

SPEC. #3 INMATE PHONE & JAIL MANAGEMENT SYSTEM
QUESTIONS & ANSWERS
CLARIFICATION NO. 3

1. #21 System must provide integration with other vendors deemed necessary by the Sheriff's Office. The costs associated with completing all desired integration specified below must be included in the bid price. -Are any interfaces required beyond those listed in C7? If yes, please provide a list of additional systems for which we would need to interface. All vendors will need to identify all interfaces and possible costs to properly prepare a business case and commission offer to the County in advance of responding to this competitive RFP.

No

2. #25 System shall run on Windows based PC running Windows 2000, Windows XP Professional, or any current Microsoft operating system – Please confirm that the County is looking for a true browser-based solution that minimizes workstation maintenance and ancillary product installation?

#25 only addresses client workstation operating systems. #25 does not specify what type of client interface that must be proposed.

3. #106 Scheduled court date (proceeding) and time/sentencing date – Please confirm that you are seeking an inmate scheduling system that permits the scheduling of any number of inmate activities and not just simply being able to record the next scheduled court date?

Yes - scheduling any number of Inmate activities

4. #106 Scheduled court date (proceeding) and time/sentencing date – Please confirm that you are seeking a sentencing module that calculates released dates based a number of sentencing options, such a concurrent and/or consecutive sentences, good time rates, etc and not just simply being able to record a release date?

Yes - calculations based on sentencing options

5. #126-143 Medical et al – Will medical personnel be utilizing the proposed system or do they have their own system? If own system please identify?

Will utilize proposed system

6. #126-143 Medical et al – Are medical personnel county staff or a contract medical company? If contract what company do they currently work for?

Conmed

7. #160 list of inmates, releases, inmate trust accounting & 179 MUST interface with current finance program used by Keefe Commissary Services to keep track of inmate's cash account providing a complete transaction log of inmate deposit and purchases— Please confirm that you are seeking an inmate accounting system in the JMS that tracks all debits & credits to inmate trust accounts so that the County is fully protected in the event you switch commissary companies. Also please confirm that you are planning to use the accounting system in your JMS has the primary accounting software.

Primary accounting software through Keefe; but the JMS must interface with Keefe

8. #166-171 Ability to generate billing reports for charges to external agencies – Please confirm that you are seeking a billing system that can bill for a number of external agencies with separate negotiated rates?

Yes

9. Other- Do you have the need to manage the below listed functional areas such that proposers should include them in our proposals, and if so, do you have any specific requires you would like us to meet?
- Inmate Programs
 - Inmate Grievances

Yes - the listed areas need to be managed and there are no specific requirements

10. For Specification C.7 below; please confirm that for the requirement listed below, that the County is requiring the submitting vendor to have a working interface already in existence for a minimum of two of the web services currently available and deployed successfully at a County in New Jersey. Modifying this requirement will protect the County and assure that they receive the much needed CCIS interface.

C7. Mandatory Systems Integration Interfaces:

State AOC Generic Interface

This JMS must include an interface that provides the ability for data transfer to the County Corrections Information System in accordance with Administrative Office of the Courts (AOC) protocols throughout the course of the multi-phase project incorporating all of the C.C.I.S screens included in the Generic Interface project.

Under C7 Mandatory System Integration Interfaces

All of the defined interfaces must be provided.

Vendors must conform to the spec in the RFP.

11. In opportunities of this nature it is normal for the soliciting agency to require that all responding vendors provide the County with a listing and percentage of any and all work that would be accomplished outside of the United States such as software development.

Did not specify.

Additionally, it is customary for responders to have to provide the County with any work that they subcontract especially if it is subcontracted to an off-shore non-American based company.

Did not specify.

Please confirm that the County wishes this information to be provided as part of this response?

12. **Question to specification #181 - Provide bar coding capabilities for both Inmate property and Inventory control, including Inmate name.** Please confirm the County will consider alternative and superior approaches to bar coding for inventory control and Inmate property?

Yes - we will consider other approaches, provide detailed information as part of your proposal

13. Based on the pre bid meeting you mentioned offers beyond the 5 year term in the RFP. Will the County entertain offers from vendors that go beyond 5 years?

NJ Statutes can only do for a 5 year term.

14. Based on the short timeframes outlined within the RFP and the massive nature of an inmate telephone and Offender Management System response, we respectfully request a 3 weeks extension to the RFP due date so that all submitting vendor and the County can be afforded ample time to respond.

Due date is not being changed at this time.

SPEC. #3 INMATE PHONE & JAIL MANGEMENT SYSTEM
QUESTIONS & ANSWERS
CLARIFICATION NO. 4

1. Please provide any additional fees that are currently being charged by the incumbent and the amount of said fee. Examples of these types of fees may include Prepaid Account Setup Fees, Prepaid Account Funding Fees, Bill Statement Fees, Refund Fees, etc. that are outside of the standard per-call surcharge and per-minute fee.

Submit an OPRA request to the County. Application is found in forms on the County Website: www.capemaycountygov.net

2. Please provide a copy of the current inmate phone service agreement(s).

New Jersey State Contract, contact the State Buyer.

3. Please provide an average of monthly commissions received over the past year from the current vendor and copies of commission statements (if available.)

Already posted as Q and A on the portal.

4. When does the County expect that the new facility will be fully populated? Please provide a high-level timeline regarding the population of the new facility. Construction tentatively completed in approximately 24 months

Projecting increase from 225-250 to 350.

Also, the Sheriff could decide to contact to inmates for other authorities (Federal, State)

5. Does the current vendor offer prepaid debit phone cards or commissary-based debit calling to inmates? If so, how does the County receive commissions on these revenues?

No

6. Will the County consider a card-free inmate debit calling option, which will be fast, efficient, and easy for the County to manage?

If this is your offering, include in your business plan.

7. Does the County require that any proposed technology – including any proposed biometric solution – be installed and proven to work at other correctional facilities, and will this experience be part of the RFP scoring? We highly recommend requiring at least five references from similar-sized facilities where the proposed technologies have been installed and working for a minimum of one year.

Evaluation Criteria Is Identified In the RFP.

8. The RFP requires that inmate phone vendors provide Collect and Prepaid Collect calling options, and that we provide rates and commissions for Collect and Prepaid Collect calling for evaluation purposes. Vendors may also provide debit calling, either via an inmate's account or through debit cards sold at the commissary.

However, some providers may offer other types of phone calls, outside of the traditional options of Collect, Prepaid, and Debit calling. These non-traditional types of calls may include but not be limited to single-call payment by credit/debit card, and text message billing for a single call via wireless carrier. Because these billing options do not fall into the traditional categories of Collect, Prepaid and Debit calling, the calls are often billed at a much higher rate than the rates approved by the County, and the revenue is often excluded from the commissionable gross revenue amount.

- Please confirm that these types of billing options outside the required Collect, Prepaid and Debit options will not be allowed by the County.
- If these types of calls will be allowed, where in the RFP response are bidders required to disclose calling rates and commission rates associated with these calls, and how will they be evaluated?

Provide all costs/commissions, etc. in your RFP that you plan may offer.

9. What equipment is the County requiring? Please fill out the following table with quantities required.

Equipment	Quantity
Inmate Telephones	36
TDD/TTY Devices	1
Cart phones	n/a
Payphone/Lobby Telephone	n/a
Hands-free phones	n/a
Cordless phones	n/a
Enclosures	Propose what enclosures you offer for the Inmate phones
Pedestals	n/a
Workstations with Printers	2 workstations w/ printers
Laptops	2 laptops at the workstations?

10. Requirement #7 under the Call Monitoring and Recording section states the following: "System must have the ability to have a selectable scan of all live calls in progress by selecting active calls only. The scanning feature of during live monitoring must have the ability enter a time frequency in which the system will play active calls for 30 seconds (configurable) each and rotate through active calls for the set amount of time for each call." This technology used to be offered with older technologies that would not allow investigators to select specific calls to monitor. Would the County be willing to accept newer call monitoring alternatives that would allow the County more flexibility and investigative benefits in listening to live calls?

Yes, propose in detail in your bid.

11. Requirement # 1 under the Call Monitoring and Recording section states: "The system shall maintain all call recordings centrally on SAN storage technology and not use tape drives for storage of call recordings." In lieu of SAN storage devices, would the County accept proposals for other similar, current-model digital storage solutions that feature internal redundancy (without the use of tape drive technology)?

Yes, as long as the storage solution is redundant and is not tape centric.

Regarding the Jail Management System, we would also like to submit the following questions:

1. Please provide the number of employees that will utilize the JMS system.

Approximately 120 (all sworn, civilian employees, vendor employees (medical, food service))

2. Please provide the number of workstations that will access the JMS system.

30

3. Please provide the number of Booking Workstations.

Two (2) included in the 30.

4. Please provide the number of Release Workstations (if different from Booking Stations).

N/A

5. Will the County entertain allowing the vendor to replace the existing Mug Shot Camera system with the selected JMS vendor's Mug Shot Camera system instead of providing an interface (including converting existing Mug Shot Images)?

No

6. Page 27, #101 - Does the County currently have Finger Print ID devices? If so, please provide vendor, brand, number of devices and where they are located.

One (1) LiveScan

7. Pg. 28 # 117 - Is the JMS vendor supposed to supply wrist band printers and scanners? If so, how many?

Answered on Page 128 #117 in the RFP (yes).

8. Pg. 31 # 181 - Is the JMS vendor supposed to supply the property bar code printers and readers? If so, how many of each?

Proposer will have to supply (and a back-up unit)

SPEC. #3 INMATE PHONE & JAIL MANAGEMENT SYSTEM
QUESTIONS & ANSWERS
CLARIFICATION NO. 5

1. Please confirm the County IT will be supplying the needed servers to run the Jail Management software?

Yes

2. Since the County plans to utilize Keefe Accounting system as primary software, will the County consider utilizing vendor proposed Kiosks for phone only deposits and for intake applications?

They can open a phone account by phone and on the internet.
May be confusing for the public if we have two (2) separate Kiosks in the lobby (1 for phones and 1 for commissary).



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SECURUS TECHNOLOGIES, INC.

Trade Name:

Address: 14651 DALLAS PKWY STE 600
DALLAS, TX 75254-8815

Certificate Number: 0109182

Effective Date: April 30, 1999

Date of Issuance: March 28, 2012

For Office Use Only:

20120328165709834

Exhibit B

Passaic County Board of Chosen Freeholders

OFFICE OF THE
PASSAIC COUNTY FREEHOLDERS

401 Grand Street
Paterson, New Jersey 07505

Director Theodore O. Best, Jr.
Deputy Director John W. Bartlett
Terry Duffy
Bruce James
Cassandra "Sandi" Lazzara
Pasquale "Pat" Lepore

Tel: 973-881-4402
Fax: 973-742-3746

Anthony J. De Nova III
Administrator
William J. Pascrell, III, Esq.
County Counsel
Louis E. Imhof, III, RMC
Clerk Of The Board



Public Meeting (Board Meeting)

Date: Dec 13, 2016 - 5:30 PM

Location: County Administration Building
223
401 Grand Street
Paterson, NJ 07505

Agenda: RESOLUTION AUTHORIZING AN EXTENSION OF THE AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE PASSAIC COUNTY SHERIFF'S DEPARTMENT AND SECURUS TECHNOLOGIES INC. FOR THE PROVISION OF INMATE TELEPHONE SERVICES & JMS FOR THE PASSAIC COUNTY JAIL, ALL AS NOTED IN THE RESOLUTION

THIS RESOLUTION WAS REQUESTED BY:
SHERIFF'S DEPT

REVIEWED BY:

Anthony J. De Nova III
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:

William J. Pascrell, III, Esq.
COUNTY COUNSEL

Law and Public Safety
COMMITTEE NAME

Official Resolution#	R20161024						
Meeting Date	12/13/2016						
Introduced Date	12/13/2016						
Adopted Date	12/13/2016						
Agenda Item	I-54						
CAF #							
Purchase Req. #							
Result	Adopted						
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Best Jr	<				<		
Bartlett	<		<		<		
Duffy	<				<		
James	<				<		
Lazzara	<				<		
Lepore	<			<	<		

PRES.= present ABS.= absent
MOVE= moved SEC= seconded
AYE= yes NAY= no ABST.= abstain

Dated: December 15, 2016

RESOLUTION AUTHORIZING AN EXTENSION OF THE AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE PASSAIC COUNTY SHERIFF'S DEPARTMENT AND SECURUS TECHNOLOGIES INC. FOR THE PROVISION OF INMATE TELEPHONE SERVICES & JMS FOR THE PASSAIC COUNTY JAIL

WHEREAS the Board of Chosen Freeholders of the County of Passaic by Resolution R-10-270 dated April 27, 2010, awarded a three year contract with a one (1) year option to renew, which expired on March 31, 2014, to Securus Technologies, Inc. of Dallas, Texas for the Inmate Telephone System & JMS as a result of a competitive contract process; and

WHEREAS said Board adopted Resolutions 2014 0322 on April 21, 2014 and 2014 0506 on June 24, 2014 authorizing additional three (3) month extensions of the agreement to September 30, 2014, to address issues with regard to the Request for Proposal (RFP) process which is ongoing; and

WHEREAS in late 2014 a petition was filed with the Federal Communication Commission (FCC) to cap phone rates for inmate telephone calls and other telecommunication services offered at County and Municipal Jail facilities throughout the United States; and

WHEREAS as a consequence of the pending petition before the FCC the Board agreed by Resolution R 2-014 0965 dated December 9, 2015 to go into a month to month arrangement with said Securus until the petition was determined; and

WHEREAS while the said FCC has now issued a ruling capping phone and telecommunication rates at local jails effective June 20, 2016, the United States Court of Appeals for the District

of Columbia has issued a stay of that ruling pending further Order of the Court; and

WHEREAS in anticipation of that stay being removed and the ruling coming into effect suddenly, said Securus has agreed to at least temporarily continue on an month to month basis but to reduce the commission due the County of Passaic in an amount of \$19,115.51 per month; and

WHEREAS by Resolution R 2016-0559 dated June 28, 2016 the said Board agreed to reduce the commission accordingly and extend the contract month to month until the FCC ruling took effect; and

WHEREAS while the implementation of said FCC rule was delayed and is only effective beginning on December 12, 2016 in the interim the New Jersey Legislature adopted a new statute (P.L. 2016 Chapter 37) which caps inmate domestic calls at \$.11 per minute and prohibits any state, county or private correctional facility from receiving any commission from a correctional telephone provider; and

WHEREAS said Securus has now offered to continue the inmate telephone service to the Passaic County Jail at the \$.11 cents per minute rate with no commission due the County to comply with P.L. 2016 Chapter 37; and

WHEREAS this month to month extension shall only be effective until such time as the Passaic County Sheriff's Department can develop a new Request for Proposal and recommend an new award of contract; and

WHEREAS the Freeholder Committee for Law & Public Safety at its December 6, 2016 meeting reviewed this matter and is recommending that this extension be approved by the full Board;

NOW THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Passaic that it hereby authorizes an additional extension on a month to month basis, of the agreement by and between the County of Passaic and Passaic County Sheriff's Department and Securus Technologies, Inc. for the provision of Inmate Telephone Services and JMS for the Passaic County Jail pursuant to eliminating all commissions due to the County and set the per minute rate to \$.11 in conformity with the New Jersey Law (P.L. 2016 Chapter 37); and

BE IT FURTHER RESOLVED that the Office of the Passaic County Counsel forward official confirmation of the extension terms to Securus Technologies, Inc.

Dated: December 13, 2016



County of Passaic

Administration Building, Room 214
401 Grand Street • Paterson, New Jersey 07505-2023

WILLIAM J. PASCRELL, III
County Counsel

December 14, 2016

TEL: (973) 881-4466
FAX: (973) 881-4072

Robert Pickens, Chief Marketing Officer
Securus Technologies
14651 Dallas Parkway, Ste. 600
Dallas, TX 75254

Re: Agreement/Inmate Telephone System for Passaic County Jail

Dear Mr. Pickens:

Please be advised that the Passaic County Board of Chosen Freeholders did, on the date of December 13, 2016, adopt Resolution R-2016 1024 authorizing an additional extension, on a month-to-month basis, of the agreement for the above services until such time as the Passaic County Sheriff's Department can develop a new Request for Proposal and recommend a new award of contract.

In addition, Resolution R 2016 1024 further provides that these services will be provided to the County at the \$.11 per minute rate with no commission due the County in compliance with P.L. 2016 Chapter 37.

With the exception of the provisions set forth herein, all terms and conditions set forth in the Agreement dated May 25, 2010, between the parties shall remain in full force and effect for the month-to-month agreement period.

Thank you for your continued cooperation.

Very truly yours,

A handwritten signature in black ink that reads "William J. Pascrell, III". The signature is written in a cursive style and includes the year "2016" at the end.

William J. Pascrell, III,
County Counsel

WJP:czb

AGREEMENT

THIS AGREEMENT, made this 25th day of May, 2010 by and between the COUNTY OF PASSAIC (hereinafter referred to as the COUNTY) and, T-NETIX TELECOMMUNICATIONS SERVICES, INC., a wholly owned subsidiary of SECURUS TECHNOLOGIES, 14651 N. Dallas Parkway, Suite 600, Dallas, TX 75254 (hereinafter referred to as SECURUS);

WITNESSETH:

WHEREAS the COUNTY requires the services of SECURUS as it concerns providing an **Inmate Telephone System for the Passaic County Jail**; and

WHEREAS performance of services is subject to competitive contracting processes as set forth in the revised local public contracts law N.J.S.A. 40A:11-4.1; and

WHEREAS the performance of the services has gone through a competitive contracting process and has been advertised and presented in accordance with N.J.S.A. 40A:11-4.4; and

WHEREAS proposals were received on March 11, 2010; and

WHEREAS in accordance with the provisions of the process, a methodology was developed for the judging of requests for proposals which resulted in the award of contract to SECURUS by resolution R-10-270 on April 27, 2010; and

WHEREAS SECURUS has been found to have the required experience and skill to provide the said services; and

WHEREAS said SECURUS has offered to perform the above-referenced services pursuant to its proposal, a copy of said proposal being attached hereto and made a part hereof by reference;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF SECURUS:

The COUNTY agrees to employ SECURUS and SECURUS

hereby agrees to perform the requisite services as it concerns providing an Inmate Telephone System and Jail Management System for the Passaic County Jail.

2. SCOPE OF SERVICES:

SECURUS will provide services as more particularly set out in the proposal submitted that is attached hereto and made a part hereof by reference.

Specifically SECURUS will perform the services in accordance with the Technical Requirements and Jail Management System sections of said proposal

3. COMPENSATION:

SECURUS will provide the COUNTY with a commission percentage as follows:

Option A: 53% gross commission on collect revenue

Option B: ~~52% discount on debit calling~~

*and debit revenue
OK by
5/12/10*

The commission structure is more specifically set forth in said proposal page 97.

4. TIME:

The contract period is April 1, 2010 through March 31, 2013, with a one-year option to renew, at the option of the COUNTY.

5. ASSIGNABILITY:

SECURUS shall not assign any interest in this Agreement, nor transfer any interest in the same (whether by assignment or novation), without the written consent of the COUNTY thereto.

6. ADDITIONAL COVENANTS:

SECURUS agrees to comply with all rules, regulations, specifications, statutes, resolutions or ordinances of the State of New Jersey, the County of Passaic, and the municipality wherein the work is to be performed in any way appertaining or relating to the consultant services to be performed herein.

7. PROVISIONS OF N.J.S.A. 52:32-44:

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (*N.J.S.A. 54:32B-1 et seq.*) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

8. INDEMNIFICATION AGREEMENT:

SECURUS hereby agrees to indemnify and hold harmless the COUNTY for all claims, judgments, and costs arising solely from negligent acts, errors, or omissions of SECURUS in the performance of services under this Agreement.

9. TERMINATION OF AGREEMENT FOR CAUSE:

If, through any cause within its control SECURUS shall fail to fulfill in a timely and professional manner its obligations under this Agreement, or if SECURUS shall violate any of the covenants, provisions or stipulations of this Agreement, the COUNTY shall thereupon have the right

to terminate this Agreement by giving written notice to SECURUS of such termination and specifying the effective date thereof, at least five (5) days prior to the effective date of such termination.

Notwithstanding the above, SECURUS shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by SECURUS nor shall either party be limited with respect to any rights it may have to institute appropriate legal action in the event of a breach of this Agreement by the other party.

10. STATE AND FEDERAL RULES AND REGULATIONS:

This Agreement is subject to the State and Federal Rules and Regulations, now or hereafter promulgated or enacted, which shall be paramount to the content of this Agreement.

11. INSURANCE:

SECURUS is required to provide the COUNTY with a Certificate of Insurance evidencing coverage for Workers' Compensation, General Liability, Business Automobile Liability. Coverage is to be in the amount specified on page 14 of Notice to Bidders.

12. AFFIRMATIVE ACTION:

During the performance of this contract, SECURUS agrees as follows:

SECURUS will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

SECURUS will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

SECURUS will send to each labor union or representative or

workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

SECURUS agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

SECURUS agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

SECURUS agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, college, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

SECURUS agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

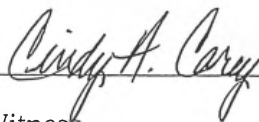
SECURUS agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

SECURUS shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the parties of these presents have caused these presents to be signed by their respective duly authorized officers and their corporate seals affixed and attested by their respective duly authorized officers on the day and year first above written.

WITNESS OR ATTEST:

T-NETIX TELECOMMUNICATIONS
SERVICES, INC. a wholly owned
subsidiary of SECURUS TECHNOLOGIES,
INC.



Witness

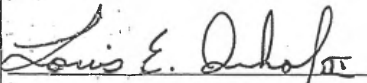




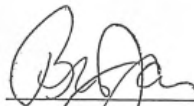
Richard A. Smith
CEO/President
Robert Pickens
Chief Marketing Officer

ATTEST:

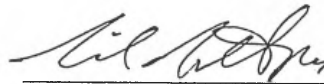
COUNTY OF PASSAIC



Louis E. Imhof, III, Clerk
Board of Chosen Freeholders



Bruce James, Director
Board of Chosen Freeholders

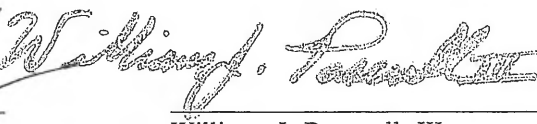


Michael Marinello, R.P.P.S.
Purchasing Agent

The Foregoing Agreement (RFP received March 11, 2010
Authorizing Resolution R-10-270 Adopted on April 27, 2010) Has
Been Reviewed & Approved As To Form.



Matthew Malfa
Deputy County Counsel



William J. Pascrell, III
County Counsel

Exhibit C

Bid Number:	RFP-17-005
Bid Title:	RFP-17-005 Re-Bid Inmate Telephone System for the Passaic County Jail
Category:	Unofficial Tally Sheets/Bid Results for the Passaic County Purchasing Department
Status:	Open

Description:

BID# RFP-17-005**COUNTY OF PASSAIC
NOTICE TO BIDDERS**

Notice is hereby given by the County of Passaic, acting as Lead Agency on behalf of each participating contracting unit, that sealed bids will be received on **Friday March 24, 2017** at 10:30 am (prevailing time) in the Passaic County Procurement Center, located at 495 River St., Paterson, NJ 07524.

Re-Bid Inmate Telephone System for the Passaic County Jail

NO BID PROPOSAL SHALL BE RECEIVED IN PERSON OR BY MAIL AFTER THE HOUR DESIGNATED.

Proposal and specifications may be obtained either by mail or pickup at the Passaic County Procurement Center during regular business hours (8:30 a.m. - 4:30 p.m.). Upon receipt of a written request including your Fax Number and US Postal Address, a proposal may be forwarded via email. Regardless of the method obtained, all proposals must be submitted on the forms supplied in paper format with all original signatures, along with 6 paper copies and one on CD.

Proposals must be received either in person at the hour designated in this advertisement or previous thereto to the PASSAIC COUNTY PROCUREMENT CENTER.

The proposal must be accompanied by all documents required by the conditions and specifications for submitting a proposal. Bidders are required to comply with the requirement of N.J.S.A. 10:5-31 et seq. and P.L. 1975, c. 127 (N.J.A.C. 17:27-5.2) concerning affirmative action goals.

The Board of Chosen Freeholders of the County of Passaic reserves the right to consider the bids for sixty (60) days after the receipt thereof and further reserves the right to reject any and all bids, waive informalities, and make such awards or take action as may be in the best interest of the County.

For bidders future reference, copies of Notice to Bidders can be also received via email alerts. Please visit Passaic County's website at www.passaiccountynj.org and click "RECEIVE NOTIFICATIONS."

- Site visits will be permitted the week of: **February 27, 2017**. Each bidder will be permitted to visit the site once.
- Please contact Lt. John Arturi at 973-881-4619 or jarturi@pcsheriff.org to schedule a visit date and time

Michael Marinello QPA, CCPO, Purchasing Agent
Phone: (973) 247-3300 E-Mail: mmarinello@passaiccountynj.org

Publication Date/Time:

2/15/2017 12:00 AM

Closing Date/Time:

Open Until Contracted

Addendum Date/Time:

3/21/17

Related Documents:

Addendum 1 RFP-17-005

RFP-17-005 Tally Sheet 4-5-2017 RE-BID INMATE TELEPHONE SYSTEM FOR THE PASSAIC COUNTY JAIL

[Return To Main Bid Postings Page](#)

**COUNTY OF PASSAIC
NOTICE OF ADDENDUM**

ADDENDUM #1

March 23, 2017

Notice is hereby given of the issuance of Addendum #1 for RFP-17-005 RFP Re-Bid Inmate Telephone System for the Passaic County Jail scheduled to be opened **Friday March 24, 2017 at 10:30 am.**

The original bid specifications are amended as follows:

- Bid opening date has been postponed to Wednesday April 5, 2017 at 10:30am (prevailing time)
- Addendum One (1) containing eleven pages will be sent via fax

All other terms and conditions contained in the specifications and prior notice to bidders remain unchanged, except for the changes made in this addendum complete copies of which may be obtained at the office of the Procurement Center, 495 River St, 2nd Floor, Paterson, NJ 07524 during the hours of 8:30 am to 4:30 pm.

Michael Marinello, QPA, Purchasing Agent
973-247-3300 michaelm@passaiccountynj.org

Exhibit D

**COUNTY OF PASSAIC
BID TALLY SHEET**

Michael Marinello, Q.P.A., CCPO
 Purchasing Agent
 Jose Santiago, Esq.
 Assistant County Counsel

William J. Pascrell, III, Esq.
 County Counsel
 Michael Glavin
 Deputy County Counsel

Taken by Attorney Jose Santiago

RFP

PURCHASING DEPARTMENT

Typed by Theresa Scuttaro

Bids received at 10:30 a.m. on APRIL 5, 2017 the Passaic County Procurement Center, 495 River Street Second Floor, Paterson, NJ 07524

RFP-17-005 RE-BID INMATE TELEPHONE SYSTEM FOR THE PASSAIC COUNTY JAIL

Vendor	Disc. Stim. (Exh. I)	Non- Coll. Aff. (Exh. II)	B.B. C/Clk. Cs. Check (Exh. III)	Con. Of Surety (Exh. IV)	Disc. I/A Ifran (V)	Last Page (Exh. VI)	Avail to Co-Op	Business Reg. Cert.	Bid Total
PAY TEL COMMUNICATIONS, INC 4230 BEECHWOOD DR. P.O. BOX 8179 GREENSBORO, NC 27419 336-852-9897									
GTL C/O TIMOTHY MILLER 255 BUTTERFLY RD. JACKSON, NJ 08527 732-928-5500	X	X	N/A	N/A	X	X	YES	X	SUBJ TO REVIEW
ICSOLUTIONS C/O TOM HEARN 301 MILL RD. EDISON, NJ 08837	X	X	N/A	N/A	X	X	YES	X	SUBJ TO REVIEW

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 Assistant County Counsel

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 County Counsel
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LEGACY INMATE COMMUNICATIONS C/O DUANNE CUTLER 10833 VALLEY VIEW ST. SUITE 150 CYPRESS, CA 90630 847-221-2286	X	X	N/A	N/A	X	X	YES	X	SUBJ TO REVIEW
KEEFE GROUP C/O GREG STROMAN 301 MILL DR. EDISON, NJ 08837 800-480-8648									
TYCO C/O PETER GALES 200 GORGE WAY ROCKAWAY, NJ 07866 973-586-4413									

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SCREENED IMAGES INC. C/O AMANDA MCCARTHY 15 MILL WHARF PLOAZ SCITUATE, MA 02066 617-608-9015									
INMATE CALLING SOLUTIONS LLC 2200 DANBURY ST. SAN ANTONIO, TX 78217 210-693-1016									
SECURUS TECHNOLOGIES, INC. C/O RANDY JOHNSON 4000 INTERNATIONAL PKWY DALLAS, TX 75007	REJECTED DISC. STM NOT SIGNED		N/A	N/A	X	X	YES	X	

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TELMATE 655 MONTGOMERY ST. 18 TH FL SAN FRANCISCO, CA 94111 415-520-0343									
ATHENA PARTNERS LLC C/O NEAL WESTPHALEN 2209 CARRIAGE OAKS DR. RALEIGH, NC 27614 NO FAX									
NCIC INMATE COMMUNICATIONS 607 E. WHALEY ST. LONGVIEW, TX 75601 903-757-4899	X	X	N/A	N/A	X	X	YES	X	SUBJ TO REVIEW

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PRIME VENDOR INC. C/O BRETTA RUNDHAMMER 4622 CEDAR AVE BLDG 5 SUITE 124 WILMINGTON, NC 28403 800-746-8307									
QUICKCONNECT C/O ASHLKEY STEVENS 155 WILLOWBROOK BLVD. WAYNE, NJ 07470 973-339-6014									
ANGAIA PARTNERS 80 EAST ROUTE 4 SUITE 400 PARAMUS, NJ 07652 201-712-5540									