

## 2. Functional, Technical, and Performance Requirements

space, and office supplies. Guarded Exchange Level 2 staff will be located in Jefferson City, Missouri at a location approved by the state agency.

Securus will be responsible for meeting all requirements for accessing data necessary to complete the contracted functions for the State of Missouri.

- a. The manager of the contractor's call monitoring staff shall meet with the Department of Corrections, Inspector General's Office on at least a monthly basis to discuss intelligence gathering strategies. Meeting may be held on a more frequent basis as deemed necessary by the Department of Corrections.

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

The manager of Guarded Exchange's call monitoring staff will meet with the Department of Corrections, Inspector General's Office on at least a monthly basis to discuss intelligence gathering strategies. Additional meetings may be held on a more frequent basis as determined necessary by the Department of Corrections.

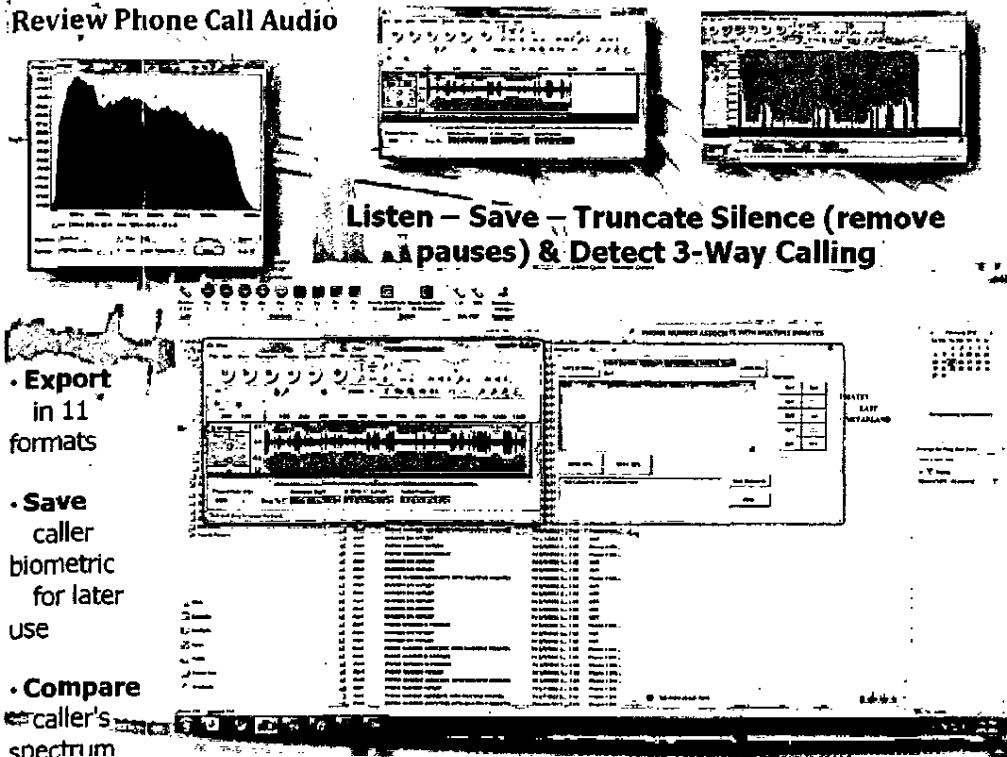
*The following figure presents an example of the Guarded Exchange software application and associated screens that the user will have available to review calls, save, truncate, and view suspected three-way calls. These screens will be used on at least a monthly basis during meetings held with the Inspector General's Office to review calls. These screens are also available to investigators on demand between meetings.*

## 2. Functional, Technical, and Performance Requirements

### Review Phone Call Audio

*Proprietary and Confidential*

#### Review Phone Call Audio



**Listen - Save - Truncate Silence (remove pauses) & Detect 3-Way Calling**

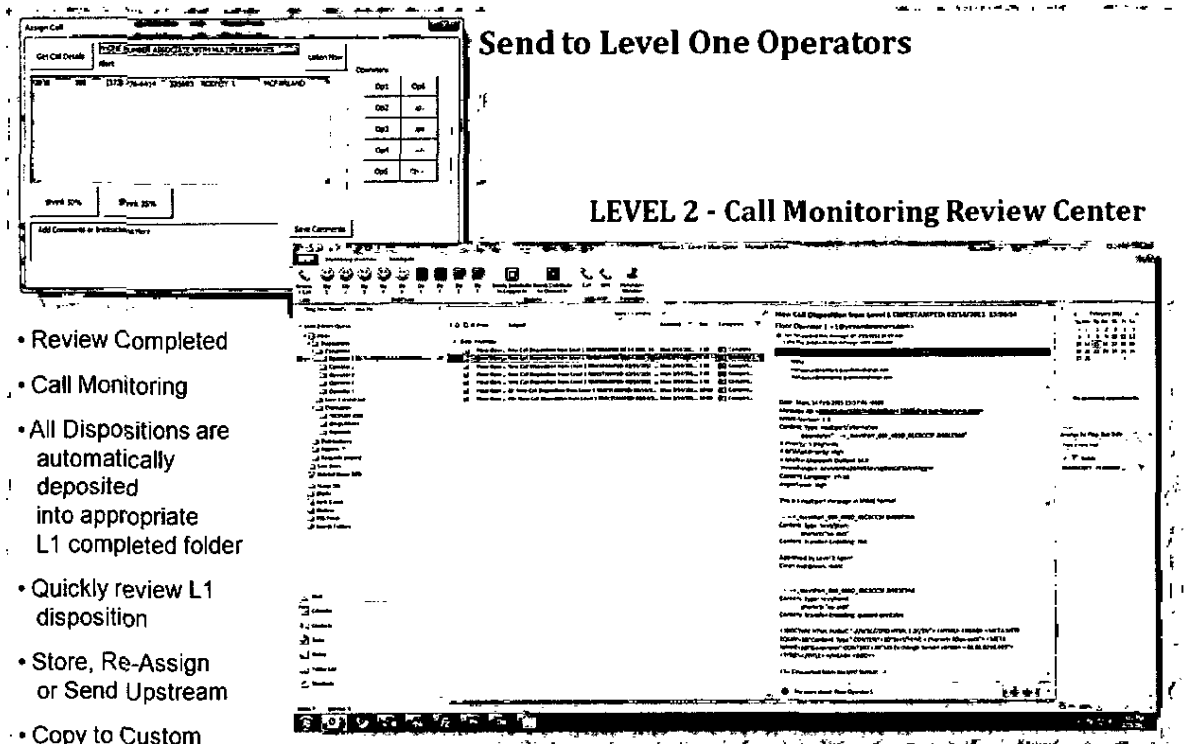
- Export in 11 formats
- Save caller biometric for later use
- Compare caller's spectrum

The following figure presents an example of the Guarded Exchange hierarchy that will be used to filter calls prior to submitting to the Inspector General's Office for review.

## 2. Functional, Technical, and Performance Requirements

### Call Monitoring Review Center

Proprietary and Confidential



- Review Completed
- Call Monitoring
- All Dispositions are automatically deposited into appropriate L1 completed folder
- Quickly review L1 disposition
- Store, Re-Assign or Send Upstream
- Copy to Custom Investigations Folder

- Create a Reminder - Categorize by 6 Disposition Types
- Flag for recall tomorrow, next week or custom date - Move to Watch list
- All Messages sent with headers for immediate authentication, verification and timestamp

Each call will be monitored by live operators to identify the presence of predetermined content or suspicious activity. This Level 1 review is completed by call monitors and documented using pre-established templates. If the call rose to a Level 2 interest, the call is forwarded to the Guarded Exchange Level 2 call monitors who verify and identify additional criteria important to investigators.

At each step of the process, monitors can perform administrative actions designed to further enhance the call relevance or importance or to keep the record under consideration.

## 2. Functional, Technical, and Performance Requirements

b. The contractor must provide a monthly report that identifies the number of calls monitored by the offeror's technology and the contractor's staff.

Securus will provide a monthly report that identifies the number of calls monitored and analyzed by technology then listened to by Guarded Exchange.

The following figure presents an example of the Guarded Exchange report that will be submitted to the Department of Corrections, Inspector General Office.

### Inmate Call Monitoring Analysis Report

Proprietary and Confidential

Date Range	From	To	Guarded Exchange									
	3/1/2011	3/1/2011										
Facility	ALL											
	Audited Priority Level											
Total Calls Placed	41000	Flagged	DOC	GEX	1	2	3	4	5	Total	None	
Percentage Monitored	5.28%	Calls	Selected	Audited	6.00%	11.00%	19.00%	4.00%	10.00%	Priorities	50.00%	
<b>MODOC Profiling</b>												
Drug Dealers	159	47	50	1	2	3	1	2	8	43		
Gang Leaders	251	74	78	1	3	4	1	2	12	67		
Offenders on WR	55	17	18	0	1	1	0	1	3	16		
Calls to Parolees	145	43	46	1	1	2	1	1	7	40		
Hot List - Inmate	54	16	17	0	1	1	0	1	3	15		
Hot List - Phone#	48	15	16	0	0	1	0	0	2	14		
<b>Phone# Call Patterns</b>												
Multiple Inmate to Phone#	540	159	167	3	5	9	2	5	24	143		
Switch Board Patterns Detected	125	37	39	1	1	2	0	1	6	34		
Call Forwarding Detected	947	279	293	5	9	16	3	8	42	251		
3-Way Conferencing Detected	420	124	131	2	4	7	1	4	19	113		
<b>Population Pattern Deviation</b>												
New Inmate (<30 days)	540	159	167	1	2	3	1	2	9	158		
Moved Inmate (<7 days)	182	54	57	0	1	1	0	1	3	54		
Low/High Volume (>25% delta)	2450	721	758	5	9	16	3	8	42	717		
<b>Individual Pattern Deviation</b>												
Phone# Stops	210	62	66	1	2	4	1	2	10	57		
New Phone# Dials	549	162	171	3	6	10	2	5	26	146		
Low/High Volume (>25% delta)	295	87	92	2	3	5	1	3	14	79		
Totals	6970	2050	2166	27	49	85	18	45	225	1942		

## 2. Functional, Technical, and Performance Requirements

### 2.24 Information Technology Accessibility Compliance:

Securus is aware of and has researched the State of Missouri Information Accessibility and Technology Compliance requirements. We have identified the standards that are required for the types of technology that we will be providing. For example (in part):

#### 1. Technical Standards

##### Software Applications and Operating Systems

- (a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.
- (b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.
- (c) A well defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.

##### Web-based Intranet and Internet Information and Applications

- (a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information which shall comply with (b) of this section.
- (b) Captioning, video description or other equivalent alternatives for multimedia presentations, excluding live Webcasts and web transmission of television programming subject to (f) of Video and Multimedia Products, shall be provided in synchrony with the presentation, and in accordance with paragraph (c) and (d) of Video and Multimedia Products.

##### Telecommunications Products

- (a) Telecommunications products or systems that provide a function allowing voice communication and do not themselves provide TTY functionality, shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.
- (b) Telecommunications products, which include voice communication functionality, shall support all commonly used cross-manufacturer nonproprietary standard TTY signal protocols.
- (c) Voice mail, messaging auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users either through direct TTY access or through use of the relay service and by Voice Carry Over (VCO), Hearing Carry Over (HCO), Speech To Speech users through the relay service.

## 2. Functional, Technical, and Performance Requirements

2.24.1 The offender telephone system must be compatible with visually and hearing impaired assistive technology. Specifically, the offender telephone system should be compatible with the following commonly used assistive technology products:

- JAWS,
- Window Eyes,
- ZoomText,
- MAGic, and
- Dragon Naturally Speaking.

☑ **Securus has read, agrees, and complies.**

The Securus offender telephone system may be compatible with visually and hearing impaired assistive technology. Specifically, Securus is willing to work with the state agency to understand the specific requirements for the following visually and hearing impaired assistive service delivery technology.

- JAWS
- Window Eyes
- ZoomText
- MAGic
- Dragon Naturally Speaking

2.24.2 Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards.

☑ **Securus has read, agrees, and complies.**

## 2. Functional, Technical, and Performance Requirements

- a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.

**Securus has read, agrees, and complies.**

Securus will promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder. Securus will resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. Securus shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.

- b. The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site: <http://www.ia.mo.gov/itsd/cio/standards/ittechnology.htm>.

**Securus has read, agrees, and complies.**

Securus will abide by the Missouri Digital Media Developers (DMD) Web guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for web based systems.

Securus understands that Section 191.863 RSMo states that Missouri agencies must comply with Federal Section 508 accessibility guidelines and that the easiest ways to do this is to use standards-based coding, starting with basic HTML, and using CSS to mark it up. This will allow our technology to start with an accessible page and add design elements to enhance the visual impact for the general public.

### 2.25 Optional Products and Services:

- 2.25.1 The contractor should provide services for the detection and/or interruption of wireless communications devices, such as cellular telephones and data communications devices within the corrections facilities.

**Securus has read, agrees, and complies.**

Securus has indicated how the proposed optional products and services below would impact the firm, fixed per minute call rate in Exhibit A.4. for collect, prepaid, and debit calls. Securus understands that the state reserves the right to evaluate Securus' proposed pricing for optional

## 2. Functional, Technical, and Performance Requirements

products and services as part of the Proposed Method of Performance, Solution Functionality, and Expertise of Personnel.

Securus is proposing the following Optional Products and Services, which lowers rates and creates a technology fund at the same time for deploying these solutions:

- **Additional fee-based options:**
  - Cell Phone Detection and/or Interruption Services
  - Offender Voicemail
  - JLG Investigative Biometric
  - Enhance Investigative Resources
- **Non fee-based options**
  - Huber Programming Services
  - Word Spotting
  - PREA Hot Line
  - Officer Check In

### **Detection and Interruption of Wireless Communication Devices**

Securus is proposing an additional rate per minute (identified in Exhibit A.4) for deploying services for the detection and/or interruption of wireless communications devices, such as cellular telephones and data communications devices within the corrections facilities.

Based on 2010 call volumes of more than 117 million minutes of use from the MODOC facilities, Securus estimates that each one cent (\$0.01) per minute increase represents \$1 million of available funding for deployment of technology for wireless detection and/or interruption services. However, what is not known is which technology is best for the State of Missouri and how many facilities would initially require this technology in the first year and beyond.

With the above questions still open, Securus recommends a multi-step approach to identify which technology and associated vendor is appropriate for the Missouri Department of Corrections. Securus knows from experience that each Department of Correction has policy, timing, financial, operational and installation issues to address before making a final decision on where and how to implement a solution to the problem of contraband cell phones in prisons.

Each potential solution can have significant impact to the day-to-day operations of your facilities. For example, implementing a full-scale detection solution may require the installation of numerous distributed antenna systems (DAS) inside your facilities to detect signals. Alternatively, a managed access service solution may not require the installation of a distributed antenna system but may require substantial policy considerations and changes that may require your staff to contact cellular carriers to shut down cell usage from inside facilities.



## 2. Functional, Technical, and Performance Requirements

### Proposed Actions to Assist MODOC

Securus proposes to take the following actions to assist the state agency in determining the best course of action for the Missouri Department of Corrections. Securus proposes to provide services for the detection and /or interruption of wireless communication devices, such as cellular telephones and data communications devices within correctional facilities in the following manner.



#### Step 1.

The initial step will be to assist the Missouri Department of Corrections in identifying available technology providers that meet the general specifications of the Missouri Department of Corrections and would be available for a technology demonstration.

1. **Deliverable provided by Securus** – List of technology providers and description of services, contact information and availability for demonstration.

#### Step 2.

Securus will provide a list of vendors to the Missouri Department of Corrections. MODOC will approve vendors and Securus will then contact all approved providers and schedule a technology demonstration for the MODOC personnel.

2. **Deliverable provided by Securus** – Schedule of demonstrations by the approved technology providers including time and place in Jefferson City, Missouri.

#### Step 3.

Securus will host, coordinate, schedule, and confirm attendees at a technology demonstration conference in Jefferson City, Missouri for having each approved vendor demonstrate their technology and their approach to detecting and interrupting wireless communication devices within facilities at the Missouri Department of Corrections.

3. **Deliverable provided by Securus:** Summary documentation by vendor of the technology, approach, time required and estimated cost per site, from each vendor.

#### Step 4.

Upon conclusion of the technology demonstrations by the approved vendors, Securus will assist the Missouri Department of Corrections in selecting a qualified vendor to deploy wireless detection and interruption of wireless communication devices technology at the facility locations chosen by the Missouri Department of Corrections.

4. **Deliverable provided by Securus:** Upon selection of the technology vendor by the State of Missouri Department of Corrections, Securus will contract with the vendor to provide services for the detection and/or interruption of wireless communications devices, such as cellular telephones and data communications devices within the corrections facilities.

#### Step 5.

## 2. Functional, Technical, and Performance Requirements

Upon deployment of the selected technology, assistance may be required in working with the cellular carriers (such as Verizon, AT&T, and Sprint) to affect the necessary actions as a result of finding cell phones within the Missouri Department of Corrections facilities. Securus will provide resources to work with cellular carriers to affect the required changes. The exact number of resources and activities associated with this function will be by mutual agreement between the parties.

5. **Deliverable provided by Securus:** Securus will provide human resources for the purpose of contacting wireless carriers to request that they disconnect or suspend the wireless service associated with wireless contraband phones found in Missouri Department of Corrections' facilities. The exact number of resources are to be determined by the parties.

During the course of our preparation for this response, Securus contacted the numerous companies that provide detection and interruption services and as a result would expect to have their interest in participating in the above process.

### **Securus Service Approach**

The Securus service approach is in the best interest of the Missouri Department of Corrections because of the following:

1. The decision on which technology to deploy for MODOC should not be an "after thought" associated with an offender phone system deployment.
2. The MODOC will have the opportunity to evaluate different technologies before full deployment of the solution.
3. MODOC will not be locked in to the recommended favored partner of the selected phone vendor.
4. MODOC will have the option of using more than one wireless detection technology to reflect the different requirements of different facilities.
5. Securus will include a managed service approach, during the entire life of the program, to assist with the deployment and overall operation of a full service wireless detection and/or interruption program, including interaction with the wireless phone carriers.

Securus has indicated in Exhibit A: 4. how the proposed additional optional products and services below would impact the firm, fixed per-minute call rate for collect, prepaid, and debit calls. Securus understands that the state reserves the right to evaluate our proposed pricing for optional products and services as part of the Proposed Method of Performance, Solution Functionality, and Expertise of Personnel.

Securus does not endorse any single specific technology or vendor but we can and have worked with several providers. As such, we are including wireless phone detection capabilities as an optional service offering to MODOC. Should MODOC desire to pursue our multistep offer as described above; Securus will work with MODOC to identify the preferred provider. Securus will then take on project management responsibilities to ensure a successful implementation of service.

## 2. Functional, Technical, and Performance Requirements

In preparation for this response, Securus has contacted Tecore Networks to request an suggested approach to providing services to the Missouri Department of Corrections As a result of our request, Tecore has provided the Executive Summary presented in the following figure.



INAC WIRELESS SYSTEM PROPOSAL  
TCD-INAC-Securus-MO(7)-110221

### EXECUTIVE SUMMARY

Tecore® Networks is pleased to present to Securus Technologies (Securus) this proposal for a multi-technology, Intelligent Network Access Controller (iNAC).

iNAC is a revolutionary approach used to assist in the control of illicit cell phones in correctional institutions. The iNAC capability provides Managed Access service which allows controlling the communication of unknown or unwanted devices within a targeted area while allowing service to valid approved users. Additionally the platform can provide support for key regulatory features such as E911 emergency call access and CALEA wiretapping.

Tecore's iNAC solution uniquely balances the needs of the facility, the community, the FCC, all major cellular networks and public safety thus making it the optimal solution for correctional facilities. Tecore provides a full suite of deployment and technical support services. We are ISO 9001:2008 certified and a three (3) time winner of 3GSM awards.

The architecture of the proposed solution will provide Securus the flexibility to tailor the iNAC system to meet the requirements of its customer. The proposal and pricing are structured as a list of options that may be selected as needed to form the best iNAC solution for each facility. As such, the total solution will be defined by the options selected.

The Tecore management team appreciates the opportunity to work with Securus. We pride ourselves on our track record of serving the needs of wireless network operators around the globe and believe that we have the products, technologies, experience, focus and resources to execute on the required build-out. The Tecore team stands ready to support you.

Thank you again for your interest in working with Tecore.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Murphy".

Tim Murphy  
Vice President, Sales  
Managed Access Systems  
Tecore Networks  
Phone: +1 (410) 872-6338  
Fax: +1 (410) 872-6010  
email: tmurphy@tecore.com

## 2. Functional, Technical, and Performance Requirements

The Tecore proposal is designed to primarily cover the high security facilities.

### Initial High Security Facilities

Site Location	Facility	Optimization Potential
Group 1 Jefferson City, MO	Jefferson City Correctional Center Algoa Correctional Center	The projected RF distribution for these locations is anticipated to be a grouping of outdoor antenna sets, repeaters (outdoor and indoor). While the site survey and RF plan is required to confirm the proper RF coverage, Tecore is confident that the grouping of the Jefferson City facilities offers opportunity for optimization of the site configuration. Since this is an outdoor installation of RF capability, there is more flexibility in the distribution of the signal in the area.  Like the other sites, the optimization possibilities will depend on the accessibility to connectivity between the sites and the RF signal distribution study.
Group 2 Moberly, MO	Moberly Correctional Center	Since this is an outdoor installation of RF capability, there is more flexibility in the distribution of the signal in the area.
Group 3 St. Joseph, MO	Western Reception, Diagnostic and Correctional Center	Since this is an outdoor installation of RF capability, there is more flexibility in the distribution of the signal in the area.
Group 4 Bowling Green, MO	Northeast Correctional Center	Since this is an outdoor installation of RF capability, there is more flexibility in the distribution of the signal in the area.
Group 5 Boonville, MO	Boonville Correctional Center	Since this is an outdoor installation of RF capability, there is more flexibility in the distribution of the signal in the area.
Group 6 Tipton, MO	Tipton Correctional Center	Since this is an outdoor installation of RF capability, there is more flexibility in the distribution of the signal in the area.
Group 7 Fulton, MO	Fulton Reception and Diagnostic Center	Since this is an outdoor installation of RF capability, there is more flexibility in the distribution of the signal in the area.

The Tecore Networks information is highly sensitive, confidential, and proprietary and has been provided at the request of Securus Technologies, Inc.

## 2. Functional, Technical, and Performance Requirements

### Offender Voice Mail

Securus through the SCP OTS uniquely offers the ability for offenders and friends and family member to leave secure voicemail messages for each other. Many times offenders experience difficulties connecting with busy friends and family members or offenders may not be able to make a regularly scheduled call. This optional service offering gives both parties an opportunity for two-way communication without the need to be at a telephone at the same time.



All voicemail calls will be subject to monitoring and recording. As a result, investigators will have the same security tools as standard telephone calls.

Voicemail messages can be as long as 30 seconds each with a limit of ten messages per offender per month. A typical voicemail message from a friend or family member could be "Missed talking to you last night, call me tomorrow at 7:30. I was at John's baseball game and they won again. I'll tell you about it tomorrow. Bye." A typical call from an offender could be "I'm sorry I wasn't able to call you yesterday, I'll call you at 7:30 tonight, looking forward to hearing about the game. Bye."

In order to make friends and family members aware of the voicemail program, Securus is able to offer custom announcement during set up of a normal offender call. This custom announcement would be played after all other call prompts are played to the called party. The announcement would give the friend or family member instructions on how to set up a voicemail account.

### How it Works

The following is an overview of how the Offender Voice Mail system functions.

#### Friend and Family (F&F) Voicemail Set-Up

- F&F set-up voicemail by calling Correctional Billing Services at 1-800-844-6951 and requesting voicemail service for Missouri Department of Corrections
- F&F will then set up a 4 to 8 digit mailbox ID.
  - This mailbox ID will be used by the offender and friends and family member when retrieving messages
  - All messages are subject to monitoring and recording.

#### Friends and Family Leaving a Message

- F&F will call a toll free number to access the voicemail platform. This access number is given to F&F when activate their voicemail account.
- When the voicemail system answers, the system will prompt the F&F member for their phone number and mailbox ID.
- Once the number is validated by the system, the F&F will be prompted to record up to a 30-second message.

## 2. Functional, Technical, and Performance Requirements

### Offender Message Retrieval and Reply

- The offender calls the F&F member's telephone number.
- If there is a message associated with the phone number, the system will ask the offender if he or she wants to listen to the message.
  - The offender can listen to the message before the call connects
- If the offender chooses to listen to the voicemail message, the system will prompt them for the mailbox ID.
- If authorized by the account holder (F&F), the offender may send a reply message to the F&F member.
- The offender has the option to listen to the message up to three times before it is deleted. The message is also deleted once the offender terminates the call.
- If the message is not retrieved within 15 days, it will automatically purge from the system.

### Offender Initiated Message

- If an offender attempts to call the F&F member and the offender receives a busy/no answer, the offender will be given an opportunity to leave a voicemail message for the F&F member (who would be automatically notified by the system sometime later that day).
  - F&F voicemail activation and authorization must be completed before an offender can initiate a message.
  - Voicemail must be set to begin recording before the F&F home or cell phone voicemail begins.
- This is set up by counting the number of rings before the voicemail picks up.

### Value to the State Agency

Offenders' friends and family are able to initiate telephone contact with the offender and the offender is able to leave messages for their friends when no one is available to accept a call. Securus proposes to provide each offender with the ability to receive or send up to ten voicemails each month from friends and family (each one up to 30 seconds in length). This gives both parties an opportunity for two-way communication, lessening the burden on correctional officers by providing an alternative to their involvement in the event an emergency contact with an offender is required. It will also potentially reduce the anxiety level of the offenders when they are experiencing difficulties contacting friends and family because they are not available at the times the offender is able to call them.



## 2. Functional, Technical, and Performance Requirements

### JLG Investigative Biometric

Securus is proposing to provide investigative biometrics from JLG Technologies at a price per minute as identified in Exhibit A.

Using breakthrough Department of Defense technology, JLG technology provided by Securus brings powerful evidence gathering and investigative analysis tools to corrections and law enforcement customers across the nation. Released in 2007, the JLG investigative biometric system employs technology to identify and expose offenders who try to hide their identities to engage in criminal activity. Far surpassing traditional biometrics, no other system on the market comes close to providing these capabilities. As of October 2010 the system is currently under contract in 70 facilities in 15 states, automatically monitoring over 240,000 offenders and analyzing a staggering 98 million hours of offender telephone calls to date.

### Unprecedented State-of-the-Art Technology

Securus can provide continuous voice recognition with Investigator Pro™ from JLG Technologies LLC (JLG). Investigator Pro™ is a powerful evidence gathering and investigative analysis tool. It uses *unprecedented state-of-the-art technology* to “recognize” the voices of offenders over telephone calls and exposes offenders who try to beat the system by hiding their identities to engage in criminal activity. The system’s easy-to-use dashboard automatically collects and analyzes a vast amount of information that would otherwise be labor intensive to gather and interpret. This breakthrough technology stands to dramatically change the way evidence is gathered, shared, and incorporated into the investigation and prosecution process. The Investigator Pro™ system provides the highest level of integrity, efficiency, and demonstrated effectiveness as an evidence case management tool.

One of the modules of the system is the CallPlayer Pro. This playback system gives you the power to play and annotate calls faster, with less duplication of effort. In addition, not only will the Investigator Pro™ assist investigators in identifying which calls should be targeted to review, it also provides a sophisticated playback system with the power to play and annotate calls faster, with less duplication of effort. The system provides the following features:

- Ability to separate recorded voices and select only one voice to playback at a time
- Speed or slow a conversation or single voice within a recording
- User friendly playback module with intuitive buttons
- Saves time, allowing for more productive use of staff time, better distribution of staff resources and cost savings
- Report feature allows for supervisory oversight, accountability and assessment of staff’s investigative skills and activities

### Unprecedented Capabilities

Every second of every call is voice analyzed.

## 2. Functional, Technical, and Performance Requirements

### **Continuous Voice Verification with Investigator Pro**

The Investigator Pro™ advanced voice identification technology was originally developed for the U.S. Department of Defense for covert surveillance. Prior to its development, no technology existed that was capable of performing the type of advanced surveillance functions to meet their needs. In order to solve this problem, the Department of Defense approached the Massachusetts Institute of Technology, home of the best voice analysis engineers in the world. MIT was tasked with creating a system to automatically monitor and analyze phone calls. Not surprisingly, they succeeded—and delivered a cutting-edge solution with unprecedented capabilities.

In the current version of the Investigator Pro™, offender call voices are analyzed immediately after the call has been completed. Alerts are instantly available in The Investigator in the Real Time status screen at the completion of each voice analysis. In the 1st quarter 2011 Investigator product release, The Investigator Pro™ will provide real time alerts as the call is in progress.

Every second of every call is voice analyzed. The Investigator Pro™ does not utilize intermittent verification because this type of identification allows offenders to converse undetected by passing the telephone when the verification is prompted.

The capability to identify outside party voices is being added in the 1st quarter 2011 release of the Investigator Pro™ product. If the called party voice is identified and labeled as a voice of interest, it will be searched for in future phone conversations. If found, a notification will be sent to the authorized officer that the participating caller is a “person of interest”.

Through its relationship with MIT, JLG Technologies was granted an exclusive license to bring this revolutionary technology to the corrections community. Securus can provide, as an optional feature, the JLG Investigative biometric capability. This unique tool assists investigators in matching a voice print to the offender and identifies possible instances where the offender may have forwarded a call.

### **Value to the State Agency**

The JLG investigative technology can be provided to Guarded Exchange for the purpose of providing an additional analysis tool. Using this technology, provided by Securus and associated with an additional per minute cost, Guarded Exchange will be able to analyze a call to determine if the offender originating the call remains on the call or a former offender enters the call.

By using the Securus provided JLG technology combined with the Securus SCP OTS Word Spotting feature and the Guarded Exchange technology, Securus can deliver the most qualified and actionable call possible to the investigators.



## 2. Functional, Technical, and Performance Requirements

### Enhanced Investigative Resources

Securus is proposing to provide additional investigative resources at a price per minute as identified in Exhibit A.4.

Securus will provide, through Guarded Exchange LLC, an **enhanced investigative personnel package** which will include a minimum of 12 (twelve) additional highly qualified investigative personnel to provide MODOC with additional investigative capabilities. These additional investigators will have training and skills similar to those of investigative officers employed by MODOC. Each "investigator" will be approved by MODOC Office of Inspector General before utilization for call monitoring.

### Value to the State Agency

It is Securus' intent in providing this enhanced investigative personnel offering to supplement the efforts of existing investigators. Additionally, by offering this optional service Securus expects to significantly contribute to the Office of Inspector General's goals of identifying actionable calls as quickly as possible and providing the most substantive information from which to act.

### Twelve (Minimum) Additional Investigative Resources

Through Guarded Exchange LLC, Securus will provide an **enhanced investigative personnel package**.

### Huber & Associates Software Programming Services

Securus proposes to provide funding for program services provided by Huber & Associates based on a professional fee of \$125.00 per hour. On an annual basis, Securus will provide \$50,000 per year for these services or \$250,000.00 over the life of the contract. This option will be provided at no additional cost per minute.

Examples of these services are described as follows

### Development of More Functional Monitoring Software

Huber & Associates needs to develop more functional monitoring software for the kiosks. The state agency is becoming more and more reliant on the kiosks and need them to remain continuously operational. Huber & Associates has done a great job in keeping the kiosks running, but the numbers are growing and it is taking an increased amount of time to monitor. The state agency has recently bought a kiosk for every wing of every housing unit with the implementation of Kiosk Canteen Order Entry—*this will be the only way to buy phone time.*

### Troubleshooting Phone Record Issues

If Huber & Associates encounters issues with phone records for the kiosk, time will be needed to troubleshoot issues and getting the data back in sync.

### Example of Programming Services Provided by Huber & Associates

## 2. Functional, Technical, and Performance Requirements

The following table presents potential tasks that could be performed, along with expected deliverables and example pricing for Huber & Associates programming services. Services will be billed when a milestone is completed.

Milestone Description	Deliverable	Example Fee
<b>Analysis</b>		
Interview state agency staff to plan and define processes, inputs and outputs as they relate to current and future kiosk needs.	<ul style="list-style-type: none"> <li>• Documentation and working notes</li> <li>• List of current applications</li> <li>• List of future applications</li> <li>• Project Overview</li> </ul>	\$550
<b>Design</b>		
Define process flow	<ul style="list-style-type: none"> <li>• I/O Modules</li> <li>• Business Logic Modules</li> <li>• Stored Procedures</li> </ul>	\$1100
Define System Configuration	<ul style="list-style-type: none"> <li>• Operating System</li> <li>• Network Configuration</li> <li>• Hardware Configuration</li> </ul>	\$1100
User Interface design of applications	<ul style="list-style-type: none"> <li>• Screen Designs</li> <li>• Screen Navigation</li> </ul>	\$1650
<b>Development</b>		
Web/Presentation Programming and Testing	<ul style="list-style-type: none"> <li>• Programs</li> <li>• Customized Browser</li> </ul>	\$5500
System Configuration	<ul style="list-style-type: none"> <li>• Completed Configuration and diagnostic programs</li> </ul>	\$2860
<b>Testing and Rework</b>		
Testing and Rework		\$2200
<b>Implementation</b>		
Implementation at Central Office	<ul style="list-style-type: none"> <li>• Installation and Demo</li> </ul>	\$440
<b>Project Management</b>		
Project Management		\$1100

## 2. Functional, Technical, and Performance Requirements

### Value to the State Agency

These programming services, which will be provided by Securus (at no cost to the state) during the life of the contract, will enable the state agency to continue to improve investigative technologies, offender services, and additional value added services.

Throughout the life of the contract Securus expects that new technologies will become available and/or become appropriate for the state agency operating environment. By earmarking dollars for programming services, Securus can ensure that the technical interfaces, additional software programming, and implementation will be available to the state agency as required.

### Integrated Technology

Added layer of call recording analysis that no other vendor will be providing.

### SCP OTS Word Spotting

Securus is proposing to provide Word Spotting at no additional per minute charge. The results of Securus Word Spotting will be provided to Guarded Exchange for the purpose of added value to the technology that will be deployed for the Office of Inspector. Significantly, **Securus will be deploying our Word Spotting on ALL calls made through the SCP OTS.** Once the initial filtering is completed by the Securus Word Spotting technology, calls are provide to Guarded Exchange for additional analysis and filtering. As a result, Securus significantly enhances both the Guarded Exchange technology as well as the quality of the information provided to the Office of Inspector. This is compared to other vendor's technology that may not have the architecture to efficiently deploy the technology to monitor all calls from all locations.

The Securus Word Spotting solution was developed specifically for the corrections environment. As an experienced innovator, **Securus built and tested this technology in our development lab using real calls placed by real offenders with feedback and direction from real investigators.** This approach ensures that the state agency will be using a premier investigative tool with the best accuracy in the industry today.

SCP's Word Spotting features include the following components:

- Default dictionary of more than 7,500 search words, which can be customized to meet the facility's needs, including slang and jargon not found in standard dictionaries. As security threat groups expand their code word vocabulary and new intelligence is gained, new keywords can be added.
- User-friendly interface where suspicious offenders or phone numbers can be selected for ongoing searches.
- Word Spotting search engine that automatically processes offenders or phone numbers **with no additional involvement from facility staff.**
- Integrated reporting that allows users to identify calls where specified keywords were spoken.

## 2. Functional, Technical, and Performance Requirements

- Unique feature that allows users to select suspicious recordings from the standard Call Detail Report and send them through the search engine with a single mouse click.

### Value to the State Agency

Securus Word Spotting will be made available to state agency investigators and will be fully integrated with the Guarded Exchange technology. This will provide the state agency with an added layer of call recording analysis that no other vendor will be providing. Securus Word Spotting will be used in two ways.

### Securus S-Gate User Interface

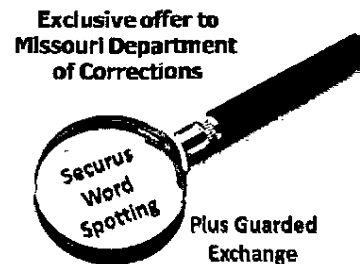
First, investigators will be able to use the Securus SCP OTS Word Spotting feature by accessing the Securus S-Gate user interface and running reports that will highlight calls that were identified as having the pre-determined words within the call recording. Investigators can then choose to listen to the call or pass them on to Guarded Exchange for further analysis.

### Guarded Exchange Monitoring Technology and Call Center

At the same time, the second way the Securus SCP Word Spotting feature will be utilized is in concert with Guarded Exchange monitoring technology and call center resources. In this method, Guarded Exchange will identify the call recordings that have been highlighted in the Securus SCP OTS as having content that is listed in the Word Spotting library and will then further analyze the call.

This deeper level of analysis will consist of applying the Guarded Exchange technology to the call and Guarded Exchange call center resources. If the call raises to Level 2 analysis by the Guarded Exchange call monitoring resources, it will be further analyzed for referral to the Department of Corrections, Office of Inspector General based on the criteria previously established.

This multiple level analysis is designed to virtually eliminate false positives and deliver the most actionable call recordings back to the Office of Inspector General. By combining the Securus SCP OTS Word Spotting technology with the Guarded Exchange technology and call center resources, the Department of Corrections, Office of Inspector General can expect to review ONLY calls that have met very stringent analysis and screening criteria prior to submission to them for review and action. We expect that this solution will deliver the highest possible efficiencies for investigators and create the best use of investigators time.



## 2. Functional, Technical, and Performance Requirements

### Prison Rape Elimination Act (PREA) and the Securus' PREA System

Securus proposes to provide a PREA line accessible for each facility at no additional price per minute.

The Prison Rape Elimination Act (PREA) is a United States federal law regarding the sexual assault of prisoners. The bill was signed into law on September 4, 2003 and was supported by a broad base of activists, lobbyists, and organizations. 1 PREA addresses the problem of sexual violence in U.S. prisons. Major provisions of the Act include:

- National standards to prevent, detect, reduce, and punish offender sexual abuse
- Gathering and releasing information regarding prison rape incidents
- Awarding funds to help state and local governments implement the Act

"Our working relationship with Securus goes back many years, and I learned long ago that offender telephone service is only the tip of the iceberg when it comes to the vast expertise in the Securus corrections solutions toolbox. One prime example is the advice and assistance Securus provided in implementing our PREA camera and crime hotline system in seeking solutions to the PREA mandates."

**Robyn Schmalenberger, Warden North Dakota State Penitentiary (March, 2011)**

### The Securus Solution

The Securus PREA system enables an anonymous two-way communication between offenders and investigators or other correctional staff in the following manner:

- **Offenders** – Securus' PREA system provides a secure and confidential method for reporting information about criminal activity—*before or after a crime has taken place*.
- **Facilities** – Securus' PREA system provides a highly flexible and configurable solution for gathering crucial evidence to support prison rape investigations and prevent these crimes.

### How it Works

Offenders that want to report criminal activity can leave anonymous messages for correctional staff by calling into the PREA system and leaving a message. The recorded message is automatically time stamped and dated by the system. Additionally, the offender has the ability to call into the system after leaving a message and listen to the PREA investigator's messages.

To maintain anonymity, the system generates a random and anonymous mailbox number for the offender and correctional staff to use. Both parties communicate through this mailbox using random message IDs instead of their normal IDs. This ensures that both parties maintain complete anonymity.

## 2. Functional, Technical, and Performance Requirements

### Comprehensive Capabilities

Securus' PREA system provides comprehensive capabilities that support investigations, while providing offenders with a secure and confidential method for reporting criminal activity. The following table provides highlighted.

### Highlighted Capabilities

Capability	Means to a Correctional Facility
<b>Highly Configurable System Provisioning</b>	
<p>Securus' PREA system is highly configurable. Provisioning can be configured to support the following:</p> <ul style="list-style-type: none"> <li>• Support custom branding</li> <li>• Allow multi-site facilities to enable or disable access to the system by site</li> <li>• Permit offender access to the system with or without a PIN; or with or without a pass code</li> <li>• Require an offender to dial a phone number or bypass code such as *1234 to access the system</li> <li>• Enable or disable a pre-recorded announcement</li> <li>• Specify mailbox code and length</li> <li>• Set a limit for the message duration</li> </ul>	<p>Flexible configuration options allow Securus to customize system provisioning to meet the unique needs of each facility.</p> <p>This enables the facility to develop and promote a custom crime prevention program within their facility and externally for their community, engaging a broader audience for improved awareness and participation.</p> <p>It also increases the accountability, safety, and security of facility personnel, offenders, and the public.</p>
<b>Highly Configurable Security Privileges</b>	
<p>Through S-Gate authorized correctional officers are able to configure and control security privileges. For example, security roles are configurable to allow certain users' rights to search, view, listen, or download the following:</p> <ul style="list-style-type: none"> <li>• Messages left by an offender</li> <li>• Messages left by the public</li> <li>• Reply messages left by an investigator</li> </ul> <p>Also, authorized officers have the ability to add their notes to a specific message, apply a tracking number for an on-going investigation, and flag notes as private or shared.</p>	<p>With a superior level of control over usage rights and security privileges, administrators are empowered to ensure the safety and security of all parties involved in reporting or investigating PREA crimes—including offenders, facility staff, and the public.</p>
<b>Flexible Recording Options</b>	
<p>The Securus' PREA system also provides flexible recording options that enhance investigative</p>	<p>By allowing two flexible recording options, officers are able to tailor system functionality to</p>

## 2. Functional, Technical, and Performance Requirements

Capability	Means to a Correctional Facility
<p>capabilities.</p> <p>These include the following recording configuration options:</p> <ul style="list-style-type: none"> <li>• <b>Message playback</b> – records the portion of the call that includes the message left by the offender</li> <li>• <b>Recording playback</b> – records the entire call including the moment the offender picks up the phone to the moment the offender hangs up</li> </ul>	<p>meet the needs of their specific investigation.</p> <p>For example, the <b>recording playback</b> option is a helpful configuration for investigations where bullying is suspected.</p> <p>In this instance, if an offender is “bullied” into making a PREA call, the system records all activity that occurs once the phone is off-hook (including background conversations leading up to the call, during, and after the message is left) revealing important information critical to the investigation.</p>

### Optional Informant Line

Securus' PREA offering can also be configured as an anonymous **informant line** that enables a secure, “live” conversation between an offender and a PREA investigator.

Since these calls are anonymous, certain SCP features that identify offenders are disabled, such as Voice Biometrics and PINs.

Also, all recorded call data is protected from unauthorized access, allowing only those officers with approved security privileges the ability to obtain call records.

Sometimes, a confidential and secure “live” conversation between an offender and a specific investigator is more effective and reassuring than leaving an anonymous recorded message.

With access to a more personal method for reporting criminal activity, offenders may choose to report a crime when they otherwise would not. This further supports the overall effectiveness of the facility's crime prevention program.

### Officer Check In

The Officer Check-In feature of SCP enables staff to use an offender telephone within the housing unit to document the location, date, and time of their contact with the offender-housing unit or cell.

Each officer will simply lift the receiver of any offender telephone; enter his or her unique Officer Check-In PIN and record observations during their rounds. At the end of their rounds, the authorized users will have the ability to search Officer Check-In calls, as well as accounts providing exact date and time of entry into each cell location as well as playback of the recorded conversation of any observations during their rounds.

For staff convenience, the Officer Check-In feature is always active regardless if the telephone set is automatically programmed to be off during their rounds. However, manual cutoff switches are required to be on to enable connectivity between the telephone and the SCP. SCP is quite flexible in allowing officers to “check in” from any telephone. Each officer is provided a unique PIN as well as a personalized mailbox to record an observation during duty rounds. All information can be obtained simply by generating a report for a single officer PIN or a group of officers by selecting Officer Check-In report module. Once the report is generated, personalized messages can be retrieved by authorized personnel from any workstation with access to the S-Gate secure Website.

## 2. Functional, Technical, and Performance Requirements

This can all be done without the officer carrying an ancillary tool that needs to be charged, exchanged with other officers, or could be lost. This can be used in critical areas such as administrative segregation, suicide watch, or as a daily supervision tool throughout the entire facility. This feature increases staff productivity and reduces time for supervisory staff

The following Officer Check-In tracking report is available:

### Officer Check-In Report

*Proprietary and Confidential*

The screenshot displays the SCP interface for an Officer Check-In Messages Results report. At the top, there are navigation icons and a search bar. Below the search bar, there are filters for 'All Sites', 'All Phone Groups', and 'All Phones'. The main content area shows a table of messages with columns for 'Phone Loc', 'Phone No', 'Phone Name', 'Officer ID', 'Call Station', and 'Message Date/Time'. A callout box labeled 'Customizable Search Criteria' points to the search bar. Another callout box labeled 'Phone Location From Which Officer Called' points to the 'Phone Loc' column. A third callout box labeled 'Replay Recorded Officer Check-in Message' points to a 'Replay' button next to a message entry.

Phone Loc	Phone No	Phone Name	Officer ID	Call Station	Message Date/Time
Securus Drive Site	LP 118	Securus Drive Site	12243	Securus Drive Site	06-24-2008 09:47:20
Securus Drive Site	LP 118	Securus Drive Site	12243	Securus Drive Site	06-24-2008 09:47:20
Securus Drive Site	LP 118	Securus Drive Site	12243	Securus Drive Site	06-24-2008 09:47:20
Securus Drive Site	LP 118	Securus Drive Site	12243	Securus Drive Site	06-24-2008 09:47:20

### Value to State Agency

Securus understands that corrections environments are extremely litigious and must operate consistently 24x7x365 days a year. The documentation that is required in order to demonstrate compliance with ACA accreditation, litigation due to injury, medical care, suicide, and death, is extremely time consuming, demanding, and the need for accuracy is paramount—Officer Check-In can help.



## 3. Contractual Provisions and Requirements

---

*This section of the RFP includes contractual requirements and provisions that will govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory.*

### 3.1 Contract:

- 3.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- Securus has read, agrees, and complies.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- Securus has read, agrees, and complies.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

### 3. Contractual Provisions and Requirements

#### 3.2 Contract Period:

- 3.2.1 The original contract period shall be date of award through five years. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during renewal periods.

Securus has read, agrees, and complies.

#### 3.3 Price:

- 3.3.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Securus has read, agrees, and complies.

#### 3.4 Title:

- 3.4.1 Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the leased equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

Securus has read, agrees, and complies.

#### 3.5 Liabilities:

- 3.5.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

Securus has read, agrees, and complies.

### 3. Contractual Provisions and Requirements

#### 3.6 Contractor Liability:

3.6.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

Securus has read, agrees, and complies.

3.6.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

Securus has read, agrees, and complies.

3.6.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

Securus has read, agrees, and complies.

#### 3.7 Termination:

3.7.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

Securus has read, agrees, and complies.

### 3. Contractual Provisions and Requirements

#### 3.8 Liquidated Damages:

3.8.1 The contractor shall agree and understand that the provision of offender telephone system in accordance with the requirements and delivery schedule stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements and delivery schedule, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

Securus has read, agrees, and complies.

3.8.2 In the event that the contractor fails to provide for ongoing accessibility to the system, including all hardware and software through the life of the contract, the contractor shall be assessed liquidated damages in the amount of \$500.00 for each twenty-four (24) hour period thereafter in which the identified requirement is not completed.

Securus has read, agrees, and complies.

3.8.3 The contractor shall also agree and understand that such liquidated damages shall be paid by the contractor as a direct payment to the state agency.

Securus has read, agrees, and complies.

3.8.4 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

Securus has read, agrees, and complies.

3.8.5 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

Securus has read, agrees, and complies.

### 3. Contractual Provisions and Requirements

#### 3.9 Subcontractors:

3.9.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

Securus has read, agrees, and complies.

3.9.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
- b. shall not henceforth be in such violation and
- c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

Securus has read, agrees, and complies.

#### 3.10 Contractor's Personnel:

3.10.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

Securus has read, agrees, and complies.

### 3. Contractual Provisions and Requirements

3.10.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

☑ Securus has read, agrees, and complies.

3.10.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

☑ Securus has read, agrees, and complies.

3.10.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

☑ Securus has read, agrees, and complies.

3.10.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

☑ Securus has read, agrees, and complies.

### 3. Contractual Provisions and Requirements

#### 3.11 Participation by Other Organizations:

3.11.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.

✓ Securus has read, agrees, and complies.

- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. The Division of Purchasing and Materials Management in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

✓ Securus has read, agrees, and complies.

### 3. Contractual Provisions and Requirements

c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.

- 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
- 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

☑ Securus has read, agrees, and complies.

d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit form available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit form providing the same information.

☑ Securus has read, agrees, and complies.

#### 3.12 Assignment:

3.12.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.

☑ Securus has read, agrees, and complies.

#### 3.13 Performance Security Deposit:

##### REVISED PER AMENDMENT #001

3.13.1 The contractor must furnish a performance security deposit *annually for the duration of the contract* in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of



### 3. Contractual Provisions and Requirements

service under the contract or any installation of equipment. The performance security deposit must be made payable to the State of Missouri in an amount of \$200,000. The contract number and *time period covered by the performance security deposit* must be specified on the performance security deposit. In the event the Division of Purchasing and Materials Management exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed the total contract price for the option period.

☑ Securus has read, agrees, and complies.

#### 3.14 Inventions, Patents, and Copyrights:

3.14.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

☑ Securus has read, agrees, and complies.

3.14.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

### 3. Contractual Provisions and Requirements

☑ Securus has read, agrees, and complies.

3.14.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

☑ Securus has read, agrees, and complies.

#### 3.15 Insurance:

3.15.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.

☑ Securus has read, agrees, and complies.

#### 3.16 Contractor Status:

3.16.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

☑ Securus has read, agrees, and complies.

#### 3.17 Coordination:

3.17.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

☑ Securus has read, agrees, and complies.

### 3. Contractual Provisions and Requirements

#### 3.18 Property of State:

##### REVISED PER AMENDMENT #001

3.18.1 All documents, data, reports, *call records*, *PIN cards*, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

Securus has read, agrees, and complies.

#### 3.19 Substitution of Personnel:

3.19.1 The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

Securus has read, agrees, and complies.

#### 3.20 Transition:

3.20.1 Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.

Securus has read, agrees, and complies.

Securus will ensure an orderly transition of services and responsibilities under the contract and ensure the continuity of services required by the State of Missouri.

Huber & Associates has been doing business with the State of Missouri for 25 years. We have been working side-by-side with MODOC for most of these years and have gained knowledge of their systems that is invaluable to ensuring a successful transition.

Huber & Associates began its relationship with MODOC by selling and supporting the Department's production server. Huber & Associates has expanded this relationship over the years by providing the Department with a Y2K compliant point of sale system, the Info^Mate Kiosk System, the Release System, the Debt Collection System, the Offender Payroll System, the Inmate Revolving Fund

### 3. Contractual Provisions and Requirements

Collections System, the Savings Bond System, the Batch Processing System, the Offender Correspondence System. Huber & Associates has also supported the inmate banking system.

For the last ten years, Huber & Associates has provided support for the offender telephone system. This support has included providing all the interfaces between the offender telephone system and the MODOC inmate banking, offender management, point of sale, and kiosk systems to enable the implementation of debit calling and viewing of offender call history. This support has also included PIN administration and problem resolution related to interfaces to the offender telephone system.

By partnering with Huber & Associates, Securus is ensuring a seamless and orderly transition for debit calling, PIN administration, and point of sale and kiosk integration.

3.20.2 The contractor shall transfer the call recording and detail data from the contractor provided storage devices in an electronic format acceptable to the state agency within sixty (60) days of the conclusion of the contract.

Securus has read, agrees, and complies.

3.20.3 The contractor shall remove all of the contractor's owned equipment at the conclusion of the contract in a manner that shall allow the reuse of the wire distribution.

Securus has read, agrees, and complies.

3.20.4 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.

Securus has read, agrees, and complies.

3.20.5 The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.

Securus has read, agrees, and complies.

3.20.6 The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

### 3. Contractual Provisions and Requirements

Securus has read, agrees, and complies.

3.20.7 If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 180 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

#### 3.21 Confidentiality and Background Checks of Contractor Staff:

3.21.1 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

Securus has read, agrees, and complies.

3.21.2 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request (See Attachment #2). Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

Securus has read, agrees, and complies.

3.21.3 Additionally, contractor staff may be required to provide information to department staff for background investigation purposes. The state agency shall have the sole discretion to prohibit proposed contractor staff from performing the contractor tasks and responsibilities based on results of the background investigations.

Securus has read, agrees, and complies.

#### 3.22 Substitutions:

##### REVISED PER AMENDMENT #001

3.22.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management. Any product substitution must be of equal or better functionality. *Product substitutions must not have an impact on the contractor's pricing.*

Securus has read, agrees, and complies.

### 3. Contractual Provisions and Requirements

#### 3.23 Contract Monitoring:

3.23.1 The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The *special conditions or restrictions may include, but not limited to, those conditions specified below.*

- a. Requiring additional, more detailed financial reports or other documentation;
- b. Additional contract monitoring;
- c. Requiring the contractor to obtain technical or management assistance; and/or
- d. Establishing additional prior approvals from the state agency.

Securus has read, agrees, and complies.

## 4. Proposal Submission Information and Requirements

---

*This section of the RFP includes information and instructions to the offeror that are integral to vendors offering a proposal. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a proposal.*

### Preparation and Submission of Proposals:

- 4.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS RFP.

Securus has read, agrees, and complies.

- 4.1.2 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.

- a. Offerors should limit their proposal's contents only to items that provide substance, quality of content, and clarity of information. However, offerors are cautioned that their failure to provide adequate information to completely address the specified evaluation criteria will at least result in minimal subjective consideration.

Securus has read, agrees, and complies.

- 4.1.3 Proposal Copies: The offeror's proposal should include an original document, plus seven (7) copies for a total of eight (8) documents. In addition, for each copy provided, the offeror should include one (1) complete electronic copy of their proposal in Microsoft compatible format or in .pdf on CD(s) or flash drive(s).

Securus has read, agrees, and complies.

- a. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern. Unless the offeror specifically alerts the State of Missouri that additional proposal

## 4. Proposal Submission Information and Requirements

information is contained in electronic media submitted with the offeror's original proposal, it shall not be the responsibility of the State of Missouri to ensure that all proposal information submitted on media format is reviewed for evaluation consideration.

☑ **Securus has read, agrees, and complies.**

b. The front cover of the original hard copy proposal should be labeled "original" and the front cover of all copies should be labeled "copy."

☑ **Securus has read, agrees, and complies.**

c. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

☑ **Securus has read, agrees, and complies.**

4.1.4 **Imaging Ready:** Except for any portion of a proposal qualifying as proprietary or confidential as determined by the Division of Purchasing and Materials Management as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing and Materials Management imaging system. The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Public Record Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should limit proposal content to items that provide substance, quality of content, and clarity of information.

☑ **Securus has read, agrees, and complies.**

4.1.5 **Open Records:** Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in section 610.021, RSMo. Proprietary or confidential portions of the offeror's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of section 610.021, RSMo.

☑ **Securus has read, agrees, and complies.**



## 4. Proposal Submission Information and Requirements

### 4.1.6 Compliance with Terms and Conditions:

- a. The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP, that the RFP shall govern. Taking exception to the State's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.

**Securus has read, agrees, and complies.**

- b. Offerors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issues.

**Securus has read, agrees, and complies.**

### 4.1.7 Business Compliance: The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

**Securus has read, agrees, and complies.**

### 4.1.8 Foreign Vendors: If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the [www.irs.gov](http://www.irs.gov) website), 2) complete a State of Missouri Vendor Input Form located at [www.oa.mo.gov/acct/](http://www.oa.mo.gov/acct/) and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line

## 4. Proposal Submission Information and Requirements

Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once the information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).

Securus has read, agrees, and complies.

- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.

Securus has read, agrees, and complies.

- b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

Securus has read, agrees, and complies.

### 4.2 Proposal Evaluation and Award:

- 4.2.1 Evaluation: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Cost Evaluation	90 points
Experience/Reliability of Organization	20 points
Proposed Method of Performance, Solution Functionality and Expertise of Personnel	80 points
MBE/WBE Participation	10 points

Securus has read, agrees, and complies.

- 4.2.2 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right

## 4. Proposal Submission Information and Requirements

to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

Securus has read, agrees, and complies.

4.2.3 Proposal Presentation and/or Solution Demonstration: After an initial screening process, a proposal presentation and/or a solution demonstration shall be conducted with the offeror, if requested by the Division of Purchasing & Materials Management. If requested, the offeror shall demonstrate its proposed solution's ability to meet required functionality in a test environment situation at the state agency facility. Attendance cost shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

Securus has read, agrees, and complies.

4.2.4 The award shall be made on an all or none basis.

Securus has read, agrees, and complies.

### 4.3 Evaluation of Cost:

4.3.1 The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated on page one. Unless stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

Securus has read, agrees, and complies.

## 4. Proposal Submission Information and Requirements

4.3.2 The cost evaluation shall be based on the pricing provided in response to Section A.1 of Exhibit A (Pricing Pages) using the following estimated quantities that are based on previous usage:

Collect Call, Pre-Paid Call and Debit Call Minutes: 113,052,258 per year;

Collect Call Per Call Set-Up Fee: 1,439,350 collect calls per year.

The cost evaluation shall include the initial period and renewal periods.

Securus has read, agrees, and complies.

4.3.3 The above quantities are estimates and used for evaluation purposes only. The State of Missouri does not guarantee quantities.

Securus has read, agrees, and complies.

4.3.4 Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Points (90)}}{1} = \text{Cost Evaluation Points}$$

Securus has read, agrees, and complies.

4.3.5 Pre-Paid Account Set-Up Fee: If the offeror provided pricing for the pre-paid account set-up fee, the state reserves the right to subjectively evaluate the proposed pre-paid set-up fee as part of the proposed method of performance, solution functionality, and expertise of personnel since estimates of the number of pre-paid account transactions unable to be determined.

Securus has read, agrees, and complies.

4.3.6 International Calls: The state reserves the right to subjectively evaluation the offeror's proposed international calls pricing as part of the proposed method of performance, solution functionality, and expertise of personnel.

Securus has read, agrees, and complies.

## 4. Proposal Submission Information and Requirements

4.3.7 **Optional Products and Services:** If the offeror provided pricing for an optional products and services, including but not limited to cell phone detection and/or interruption, the state reserves the right to subjectively evaluate availability and cost of the proposed optional products and services as part of the proposed method of performance, solution functionality, and expertise of personnel.

Securus has read, agrees, and complies.

### ADDED PER AMENDMENT #001

4.3.8 **Tariffs:** *While the state does not preclude the offeror from basing the proposal on existing tariff(s) or from satisfying other state and/or federal obligations by filing a tariff as a result of the contract award. Offerors are hereby advised that such tariff(s) shall not govern the subsequent contract and the state will not include such tariff(s) in the award of the subsequent contract. The offeror is therefore advised not to include an existing tariff with the offeror's response to the RFP. In the event that the offeror includes a tariff with their response, the offeror shall reconcile any conflicting tariff requirements, terms and conditions and bring the tariff language into compliance with the RFP requirements.*

Securus has read, agrees, and complies.

### ADDED PER AMENDMENT #004

4.3.9 **Coin Payphone Pricing:** *The state reserves the right to subjectively evaluate the offeror's proposed coin payphone per minute pricing as part of the proposed method of performance, solution functionality, and expertise of personnel.*

Securus has read, agrees, and complies.

Securus understands the state reserves the right to subjectively evaluate the offeror's proposed coin payphone per minute pricing as part of the proposed method of performance, solution functionality, and expertise of personnel.

#### 4.4 Evaluation of Experience/Reliability of Organization:

4.4.1 The evaluation of the Experience/Reliability of Organization shall be subjective based on fact. Information provided by the offeror in response to Exhibit B, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

Securus has read, agrees, and complies.

## 4. Proposal Submission Information and Requirements

### 4.5 Evaluation of Proposed Method of Performance, Solution Functionality, and Expertise of Personnel:

4.5.1 The evaluation of the Proposed Method of Performance, Solution Functionality, and Expertise of Personnel shall be subjective based on fact. Information provided by the offeror in response to Exhibit C, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation. The State of Missouri reserves the right to subjectively evaluate the offeror's proposed optional products and services and prices within the evaluation category of Proposed Method of Performance, Solution Functionality, and Expertise of Personnel.

Securus has read, agrees, and complies.

### 4.6 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

#### REVISED PER AMENDMENT #001

4.6.1 In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the gross revenues of the contract.

a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

Securus has read, agrees, and complies.

b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

Securus has read, agrees, and complies.

c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)

Securus has read, agrees, and complies.

## 4. Proposal Submission Information and Requirements

- 4.6.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:
- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
  - b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
  - c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
  - d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

**Securus has read, agrees, and complies.**

- 4.6.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
--	---	--	---	--

**Securus has read, agrees, and complies.**

- 4.6.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.
- a. **Participation Commitment** - If the offeror is proposing MBE/WBE participation, the offeror must complete the Participation Commitment form included in Exhibit D by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment form.

**Securus has read, agrees, and complies.**

## 4. Proposal Submission Information and Requirements

- b. Documentation of Intent to Participate – The offeror must either provide a properly completed Documentation of Intent to Participate Form included in Exhibit D, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide; (2) must indicate the MBE/WBE's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the percentage specified on the offeror's Participation Commitment Form included in Exhibit D; and (3) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e. the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO.)

✔ Securus has read, agrees, and complies.

- 4.6.5 Commitment – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on the Participation Commitment form included in Exhibit D, as verified by the MBE/WBE's documentation of intent to participate, shall be interpreted as a contractual requirement.

✔ Securus has read, agrees, and complies.

- 4.6.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

✔ Securus has read, agrees, and complies.

### REVISED PER AMENDMENT #001

- 4.6.7 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:



## 4. Proposal Submission Information and Requirements

Office of Administration, Office of Supplier and Workforce Diversity  
Harry S Truman Bldg., Room 630  
P.O. Box 809  
Jefferson City, MO 65102-0809  
Phone: (877) 259-2963 or (573) 751-8130  
Fax: (573) 522-8078  
Web site: <http://oa.mo.gov/oeo/>

Securus has read, agrees, and complies.

### 4.7 Other Submittal Requirements and Requested Information:

4.7.1 Preference for Organizations for the Blind and Sheltered Workshops: Pursuant to section 34.165, RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. Sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

a. In order to qualify for the ten bonus points, the offeror must meet the following conditions and provide the following evidence:

#### REVISED PER AMENDMENT #001

- 1) The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the *gross revenue* of the contract for purchases not exceeding \$10 million.
- 2) The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- 3) The offeror must provide the following information with the proposal:

Participation Commitment - The offeror must complete the Participation Exhibit included in Exhibit D by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.

## 4. Proposal Submission Information and Requirements

Documentation of Intent to Participate – The offeror must either provide a properly completed Documentation of Intent to Participate included in Exhibit D, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the Request for Proposal (RFP) number or other identifier) in an amount that must equal the amount specified on the offeror's Participation Commitment Form included in Exhibit D; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

b. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

d. Commitment – If the offeror's proposal is awarded, the participation committed to by the offeror on the Participation Commitment form included in Exhibit D, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.

**Securus has read, agrees, and complies.**

4.7.2 Missouri Service-Disabled Veteran Business Preference: Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran businesses and who complete and submit Exhibit E, Missouri Service-Disabled Veteran Business Preference with the proposal. If the proposal does not include the completed Exhibit E and the documentation specified on Exhibit E in accordance with the instructions provided therein, no preference points will be applied.

**Securus has read, agrees, and complies.**

4.7.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with

## 4. Proposal Submission Information and Requirements

respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit F must be submitted prior to an award of a contract.

✓ Securus has read, agrees, and complies.

4.7.4 Other Requested Information: The offeror should respond to the information requested in Exhibit G, Other Requested Information.

- a. Offerors as Employees: Offerors who are employees of the State of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return Exhibit G with their proposal. This document must be satisfactorily completed prior to award of the contract.

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.**

✓ Securus has read, agrees, and complies.