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STATE OF NEW YORK  
OFFICE OF THE STATE COMPTROLLER  
Bureau of Contracts and State Expenditures  
110 State Street  
Albany, New York 12236

APPROVED DOCUMENT TRANSMITTAL

Date 7/25/03

Agency Code 10160

Contract No. X160812

Purchase Order \_\_\_\_\_

MCI Worldcom  
Communications

TO: DOCS

Enclosed is an approved contract. Refer to this contract number and agency code in all correspondence.

Enclosed is approved Lease No. \_\_\_\_\_ AGENCY \_\_\_\_\_

Enclosed is an approved Supplemental Agreement or Amendment No. 1

in the amount of \$ 0

DOT/SPEC No. if applicable \_\_\_\_\_ Location \_\_\_\_\_

Extension is approved to \_\_\_\_\_ Amount if applicable \$ \_\_\_\_\_

Enclosed is an approved (increase) (decrease) on Order No. \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

DOT/SPEC No. if applicable \_\_\_\_\_ Location \_\_\_\_\_

Enclosed is an approved purchase order. Refer to this purchase order number and agency code in all correspondence.


Enclosed is an approved purchase order change notice in the amount of \$ \_\_\_\_\_

Rate <sup>CHANGE</sup> ~~increase~~ - eff 6/1/03

cc: Vendor  
S. Shear  
File

The Office of the State Comptroller, after review of and concurrence with the Procurement Record, and by this written determination has approved the above as submitted by the agency.

Approved by: \_\_\_\_\_  
For the State Comptroller

APPROVED  
DEPT. OF AUDIT & CONTROL  
JUL 25 2003  
  
FOR THE STATE COMPTROLLER





GLENN S. GOORD  
COMMISSIONER

STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050  
(518) 457-4951  
FAX (518) 457-7555\*  
\*Not for service of papers.

May 13, 2003

MCI WORLDCOM Communications, Inc.  
500 Technology Drive  
Weldon Spring, Mo. 63304

Attention: Steve Viefhaus, Director

RE: MCI WORLDCOM Communications, Inc., with NYS-DOCS  
Contract No. X160812  
Inmate Call Home Telephone Service

Dear Sir:

In accordance with our recent conversations, I attach this correspondence in five counterparts which, when executed and approved by the State Comptroller, will constitute an amendment to the subject contract. If agreeable to the corporation (MCI), please be kind enough to arrange for the execution, acknowledgment and return of all four counterparts bearing the surety's acknowledged, written consent.

The parties hereby amend the subject contract in the following manners and in no others:

1. **Phone Rate:** Effective as of 12:01 a.m., July 1, 2003, Exhibit B, "Inmate Phone Rates," will be superseded by Exhibit G2, attached.
2. **Filings:** MCI will undertake and complete in a timely manner all required tariff submissions, filings, disclosures and notifications regarding this rate change.
3. **Rate Disclosure to Called Party:** MCI will arrange for a rate disclosure message, approved by DOCS, to be disseminated to all called parties prior to "call acceptance."

4. All terms and conditions of the subject contract not affected by the above shall remain in full force and effect, including Appendix "A," Standard State Contract Clauses.

Very truly yours,

*[Signature]*  
G. Ronald Courington, Director  
Management Information Systems

ACCEPTED AND AGREED TO:

MCI WORLDCOM Communications, Inc.

NYS Department of Correctional Services

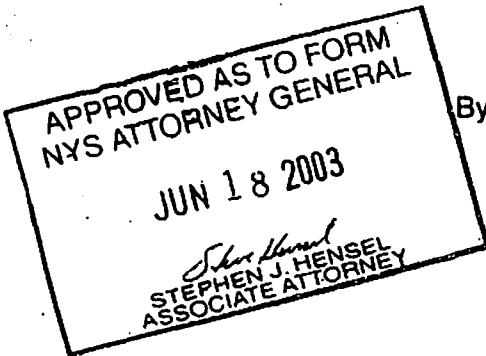
By:

*[Signature]*  
Jerry A. Edgerton  
Senior Vice President

By:

*[Signature]*  
Glenn S. Goord  
Commissioner

Consented to by Federal Insurance Company (Surety)

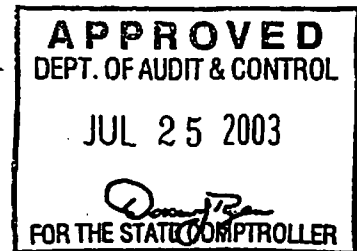


By:

*[Signature]*  
(Signature)

Richard E. Towle  
(Printed Name)

Asst. Sec.  
(Title)



STATE OF ~~MISSOURI~~ New Jersey

COUNTY OF Somerset, ) ss.:

On the 2<sup>nd</sup> day of JUNE, 2003, before me personally appeared RICHARD TOWLE ~~Jerry A. Edgerton~~, to me known, who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, that he is the ASST. SEC. ~~Senior Vice President~~ of MCI WORLDCOM ~~Communications, Inc.~~, which executed the foregoing instrument, and that he signed his name thereto by order of the board of directors of said corporation.

Federal Insurance Company

*[Signature]*  
Notary Public

ANGELA WILBURN  
Notary Public, State of New Jersey  
No. 2101170  
Qualified in Union County  
Commission Expires June 10, 2007

STATE OF Virginia )  
COUNTY OF Fairfax ) ss.:

On the 4<sup>th</sup> day of June, 2003, before me personally appeared Jerry A. Edgerton,  
to me known, who being by me duly sworn, did depose and say that he resides at  
Fairfax, VA, that he is the Sr. Vice President of the ~~Federal Insurance~~ MCI  
Company, which executed the foregoing instrument, and that he signed his name thereto by World  
order of the board of directors of said corporation. Communicat  
Inc.

Joanna S. Guzzetta

Notary Public

Embossed Hereon is My  
Commonwealth of Virginia Notary Public Seal  
My Commission Expires November 30, 2006  
JOANNA S. GUZZETTA

cc: Anthony J. Annucci, Deputy Commissioner and Counsel  
Richard Roy, Associate Commissioner and Inspector General  
Jerry Edgerton, MCI  
Nancy Collins, MCI Government Markets Division  
Nancy Lord, Esq., Assistant Attorney General

MCI  
INMATE PHONE RATES ATTACHMENT G2  
CONTRACT X160812  
*TO BE EFFECTIVE AS OF 12:01 AM JUN 01-03*

ALL CALLS, WHETHER INTRALATA, INTERLATA OR  
INTERSTATE:

- o USAGE.....\$0.16 PER MINUTE
- o PER CALL CHARGE-COLLECT STATION TO  
STATION.....\$3.00

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$30,000 (State Finance Law Section 163.6.a).
4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
<http://www.empire.state.ny.us>

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

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

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

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

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

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

**22. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.



**OFFICE OF THE STATE COMPTROLLER  
BUREAU OF STATE EXPENDITURES  
THE PROCUREMENT RECORD CHECKLIST**

Agency Code/Name: 10160/Correctional Services

Batch No./Contract No. or Purchase Order No.: \_\_\_\_\_

Contractor: MCI WORLDCOM

Contract Period: 4/1/01 - 3/31/06      Renewal Period: two 1-year renewals

1. Description of the Commodity/Service Being Procured: inmate collect-call only telephone service.

2. Need Statement Refer to Summary in Section 1.1 of the enclosed RFP (pg.3)

3. Procurement Method: (check all that apply)

- |                                                        |                                                   |
|--------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Preferred Source              | <input type="checkbox"/> Agency Procurement Range |
| <input type="checkbox"/> Corcraft                      | <input type="checkbox"/> \$0 - \$4,999            |
| <input type="checkbox"/> Other _____                   | <input type="checkbox"/> \$5,000 - \$10,000       |
| <input type="checkbox"/> Preferred Source Notification | <input type="checkbox"/> \$10,001 - \$15,000      |
| <input type="checkbox"/> Centralized Contract          | <input type="checkbox"/> Greater Than \$15,000    |
| <input type="checkbox"/> OGS                           |                                                   |
| <input type="checkbox"/> Agency _____                  |                                                   |
| <input type="checkbox"/> Mini Bid                      |                                                   |
| <input type="checkbox"/> Consortia                     |                                                   |

4. Procurement Opportunities Newsletter (Contract Reporter)

- Advertisement Notice/Agency Certification Attached
- OSC Exemption Attached
- Exempted Per Statute

5. Method of Award:

- |                                                                                        |                                        |
|----------------------------------------------------------------------------------------|----------------------------------------|
| <input type="checkbox"/> IFB - Lowest bid meeting specifications                       | <input type="checkbox"/> Single Source |
| <input checked="" type="checkbox"/> RFP - Evaluation of technical and cost             | <input type="checkbox"/> Sole Source   |
| <input type="checkbox"/> RFP - Evaluation of technical and cost (best value specified) | <input type="checkbox"/> Emergency     |

6. If an RFP was the chosen procurement method, the following information must be completed to meet the requirements of Article 11 of the State Finance Law. (A separate document may be used, or agencies may reference specific documents and/or sections of the RFP.)

a. Explain the process used in ensuring a competitive field: Advertisement in Contract Reporter; in addition copies of the RFP were forwarded to any company who had contacted DOCS since the last contract was awarded.

b. Explain the scope of work to be performed under the contract: Please refer to Section 3 (Performance Requirements) pages 29-35 of the RFP.

c. List the evaluation criteria used to evaluate the proposals: Please refer to Section 4.2 (Criteria for Evaluation) page 36 of the RFP.

d. Explain the manner in which the evaluation was conducted and the selection was made (Detailed Method of Award):

Please refer to the enclosed Inmate Call Home Telephone Service Evaluation Report and Selection Recommendation dated 12/6/00 and the Amendment to the Inmate Telephone Service Selection dated 3/26/01.

e. Explain the basis for the award and selection of the successful offeror: see response to item d above.

7. If this is a "best value" procurement

a. List the evaluation criteria used to arrive at best value: \_\_\_\_\_

b. Explain the process used to determine best value: \_\_\_\_\_

8. Summary of competitive procurement:

a. Number of bids solicited:	<u>26</u>
b. Number of bids received:	<u>2</u>
c. Number of no-bids received:	<u>4</u>
d. Number of no replies:	<u>20</u>
e. Number of rejections:	<u>0</u>
f. Number of protests:	<u>1</u>

9. OSC documentation required (minimum):

Bidders list  
 RFP/IFB  
 Certified bid tab/evaluation memo  
 All original bids/no bids

10. Legal Requirements:

Signatures  
 Agency  
 Contractor  
 Acknowledgment

Required Clauses  
 Appendix A  
 OPA Language  
 MacBride Language  
 Article 15A  
 Non-Collusive Bidding Certificate

Approvals  
 Division of the Budget  
 Civil Service  
 Attorney General

System Documents  
 AC 340 Contract Encumbrance  
 Scheduled Contract Payments  
 AC 130 Purchase Order

Agency Signature \_\_\_\_\_

Telephone No. \_\_\_\_\_

OSC Auditor \_\_\_\_\_

Date \_\_\_\_\_

APPROVED DOCUMENT TRANSMITTAL

STATE OF NEW YORK  
OFFICE OF THE STATE COMPTROLLER  
Bureau of Contracts and State Expenditures  
Gov. Smith State Office Building  
Albany, New York 12236

Date 08/01/2001  
Agency Code 10160  
Contract No. X-168812  
Purchase Order \_\_\_\_\_

TO: DEPT. OF COLLECTIONS

- Enclosed is an approved contract. Refer to this contract number and agency code in all correspondence.
- Enclosed is approved Lease No. \_\_\_\_\_ AGENCY \_\_\_\_\_
- Enclosed is an approved Supplemental Agreement or Amendment No. \_\_\_\_\_  
in the amount of \$ \_\_\_\_\_  
DOT/SPEC No. if applicable \_\_\_\_\_ Location \_\_\_\_\_
- Extension is approved to \_\_\_\_\_ Amount if applicable \$ \_\_\_\_\_
- Enclosed is an approved (increase) (decrease) on Order No. \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
DOT/SPEC No. if applicable \_\_\_\_\_ Location \_\_\_\_\_
- Enclosed is an approved purchase order. Refer to this purchase order number and agency code in all correspondence.
- Enclosed is an approved purchase order change notice in the amount of \$ \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The Office of the State Comptroller, after review of and concurrence with the Procurement Record, and by this written determination has approved the above as submitted by the agency.

Approved by: Wayne Dickler  
For the State Comptroller

340

STATE OF NEW YORK

# CONTRACT ENCUMBRANCE REQUEST

Amendment/ Supplemental

Originating Agency Code <b>10160</b>	Batch Number <b>10183</b>	Batch Type <b>TBY</b>	Number of Documents <b>1</b>	Net Amount <b>113,000,000.00</b>
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Originating Agency <b>DEPT OF CORRECTIONAL SERVICES</b>	10160	Contract No. <b>X160812</b>	Action Code <b>A</b>
------------------------------------------------------------	-------	--------------------------------	-------------------------

Payee I.D. <b>470751768</b>	Additional	Contractor Type <b>X</b>	Zip Code <b>63102</b>	Administering Agency
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Payee Name (Limit to 30 spaces) <b>MCI WORDCOM COMMUNICATIONS INC</b>	Payee Name (Limit to 30 spaces)
--------------------------------------------------------------------------	---------------------------------

Payee Address (Limit to 30 spaces) <b>100 S 4TH ST</b>	Payee Address (Limit to 30 spaces)
-----------------------------------------------------------	------------------------------------

City (Limit to 20 spaces) <b>ST LOUIS</b>	(Limit to 2 spaces) → State <b>MO</b>	Zip Code <b>63102</b>
----------------------------------------------	------------------------------------------	--------------------------

Interest Eligible (Y/N) <b>Y</b>	IRS Code	Stat. Type	Indicator - Statewide	Indicator - Department
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Contract Amount <b>113,000,000.00</b>	Contract Period (MM) (DD) (YY) <b>04 01 01</b>	(MM) (DD) (YY) <b>03 31 05</b>
------------------------------------------	---------------------------------------------------	-----------------------------------

Bid Date (MM) (DD) (YY)	Renewal / Amendment Beginning Date (MM) (DD) (YY)
-------------------------	---------------------------------------------------

Description (Limit to 50 spaces)  
**INMATE COLLECT CALL TELEPHONE SYSTEM**

Description (Limit to 50 spaces)

Provisions (Limit to 63 spaces)

Preparer's Signature <b>PAT SWEENEY</b>	Preparer's Phone No. <b>518-457-6918</b>
--------------------------------------------	---------------------------------------------

Agency Finance Officer's Signature	Date
------------------------------------	------

Audit Status	Category <b>XP</b>	Method of Award <b>B2</b>	Audit Class	Project Code
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Bids Solicited	Number Rejected	Declined	No Reply	Route Code
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Date Received	Audit Group	Date Approved	Date Rejected	Auditor's Initials <b>[Signature]</b>
---------------	-------------	---------------	---------------	------------------------------------------

PO / Contract	Line	Act	Amount	Dept.	Cost Center	Var.	Yr.	Object
X160812	001	A	00	10	160240		00	56990

ACCOUNT	SUB	OBJECT
REQUEST 160812X	00000024	01 56990

PO / Contract	Line	Act	Amount	Dept.	Cost Center	Var.	Yr.	Object

ACCOUNT	SUB	OBJECT

PO / Contract	Line	Act	Amount	Dept.	Cost Center	Var.	Yr.	Object

ACCOUNT	SUB	OBJECT

INITIALED BY	AGENCY USE
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Post-it® Fax Note	7671	Date	# of pages <b>1</b>
To: <i>Bill Hughes</i>	From: <i>Pat Sweeney</i>		
Co/Dept	Co.		
Phone #	Phone #		
Fax #	Fax #		

OFFICE OF THE STATE COMPTROLLER  
RECEIVED  
APR 16 2001  
BUREAU OF CONTRACTS

340 STATE OF NEW YORK **CONTRACT ENCUMBRANCE REQUEST**  Amendment/Supplemental

Originating Agency Code <b>10160</b>	Batch Number <b>10183</b>	Batch Type <b>TBY</b>	Number of Documents <b>1</b>	Net Amount <b>113000000.00</b>
-----------------------------------------	------------------------------	--------------------------	---------------------------------	-----------------------------------

Originating Agency <b>DEPT OF CORRECTIONAL SERVICES</b>	Contract No. <b>10160</b>	Action Code <b>X160812</b>	<b>A</b>
------------------------------------------------------------	------------------------------	-------------------------------	----------

Payee I.D. <b>470751768</b>	Additional	Contractor Type <b>X</b>	Zip Code <b>63102</b>	Administering Agency
--------------------------------	------------	-----------------------------	--------------------------	----------------------

Payee Name (Limit to 30 spaces) <b>MCI WORDCOM COMMUNICATIONS INC</b>	Payee Name (Limit to 30 spaces)
--------------------------------------------------------------------------	---------------------------------

Payee Address (Limit to 30 spaces) <b>100 S 4TH ST</b>	Payee Address (Limit to 30 spaces)
-----------------------------------------------------------	------------------------------------

City (Limit to 20 spaces) <b>ST LOUIS</b>	(Limit to 2 spaces) → State <b>MO</b>	Zip Code <b>63102</b>
----------------------------------------------	------------------------------------------	--------------------------

Interest Eligible (Y/N) <b>Y</b>	IRS Code	Stat. Type	Indicator - Statewide	Indicator - Department
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Contract Amount <b>113,000,000.00</b>	Contract Period (MM) (DD) (YY) (MM) (DD) (YY) <b>04 01 01 03 31 05 06</b>
------------------------------------------	------------------------------------------------------------------------------

Bid Date (MM) (DD) (YY)	Renewal / Amendment Beginning Date (MM) (DD) (YY)
-------------------------	---------------------------------------------------

Description (Limit to 50 spaces)  
**INHATE COLLECT CALL TELEPHONE SYSTEM**

Description (Limit to 50 spaces)

Provisions (Limit to 63 spaces)

Preparer's Signature <b>PAT SWEENEY</b>	Preparer's Phone No. <b>518-457-6918</b>
--------------------------------------------	---------------------------------------------

Agency Finance Officer's Signature	Date
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Audit Status	Category	Method of Award	Audit Class	Project Code
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Bids Solicited	Number Rejected	Declined	No Reply	Route Code
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Date Received	Audit Group	Date Approved	Date Rejected	Auditor's Initials <b>PSA</b>
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PO / Contract	Line	Act	Amount	Dept.	Cost Center	Var.	Yr.	Object
X160812	001	A	00	10	160240		00	56990

ACCOUNT	SUB	OBJECT
REQUEST	160812X	00000024 01 56990

PO / Contract	Line	Act	Amount	Dept.	Cost Center	Var.	Yr.	Object

ACCOUNT	SUB	OBJECT

PO / Contract	Line	Act	Amount	Dept.	Cost Center	Var.	Yr.	Object

ACCOUNT	SUB	OBJECT

OFFICE OF THE STATE COMPTROLLER  
RECEIVED  
APR 16 2001  
BUREAU OF CONTRACTS

INITIALED BY \_\_\_\_\_ AGENCY USE \_\_\_\_\_

Post-it® Fax Note 7671

Date	# of pages <b>1</b>
To <i>Bill Hughes</i>	From <i>Pat Sweeney</i>
Co/Dept	Co.
Phone #	Phone #
Fax #	Fax #

<p><u>STATE AGENCY</u> (Name and Address)  Department of Correctional Services  1220 Washington Avenue, Bldg. #2  Albany, New York 12226</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> X160812   <u>ORIGINATING AGENCY CODE:</u> 10160</p>
<p><u>CONTRACTOR</u> (Name and Address):   MCI WORLDCOM Communications, Inc.  100 South 4th Street  St. Louis, MO 63102</p>	<p><u>TYPE OF SERVICES:</u>   Inmate Collect Call Telephone Service</p>
<p><u>INITIAL CONTRACT PERIOD:</u>   FROM: 4/1/01  TO: 3/31/06</p>	<p><u>FUNDING AMOUNT FOR INITIAL PERIOD:</u>   N/A</p>
<p><u>STATUS:</u>   Contractor is a for profit corporation.</p>	<p><u>RENEWALS:</u>   2 One-Year Terms (at DOCS Option, Only)</p>
<p><u>EXHIBITS ATTACHED AND PART OF THIS AGREEMENT:</u></p> <p>EXHIBIT A: Department's "Request for Proposal" dated August 15, 2000 and Clarifications to Questions and Answers (Pre-bid Submission). (Contains Standard New York State Contract Clauses)</p> <p>EXHIBIT B: Contractor's Response and Clarification to DOCS' Questions Concerning Contractor's Proposal.</p>	

STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York Department of Correctional Services (hereinafter DOCS) and the CONTRACTOR identified on the face page hereof.

WITNESSETH:

WHEREAS, the DOCS has the authority to provide funding for the telecommunications needs of its facilities and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the DOCS has solicited bids in order to procure the services of a well-qualified service provider in order to provide such services and has selected CONTRACTOR in order to provide such services for DOCS; and

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

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

1. SERVICES: Contractor will carry out all responsibilities and services identified in the proposal attached herein as Exhibits A & B, entitled:
  - "A." DOCS' "Request for Proposal" dated August 15, 2000 and Clarifications to Questions and Answers (Pre-bid Submission).
  - "B." Contractor's Response and Clarification to DOCS' Questions Concerning Contractor's Proposal.
2. COMMISSIONS - Contractor is obligated to make commission payments to DOCS in strict accordance with § 2.4 and 2.5 of DOCS' Request for Proposal, Exhibit A.
3. INCORPORATED PAGES: This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
4. EFFECTIVE DATE: This agreement shall become effective upon the approval of the Attorney General and Comptroller of the State of New York.
5. SUBCONTRACTING: This agreement shall be binding upon the parties, their successors and heirs. DOCS reserves the right to review and shall receive copies of all contracts between the provider and any subcontractors related to this contract as set forth in DOCS' Request for Proposal, § 2.8, Exhibit A.

6. STATE OF LAW: this agreement shall be construed and interpreted in accordance with the Laws of the State of New York.
  7. ACCOUNTING: DOCS shall be entitled to and shall receive from CONTRACTOR an accounting of its expenditures and billing records at any time, as well as at the conclusion of the period of this agreement, in accordance with DOCS' Request for Proposal § § 2.9 and 2.11 Exhibit A.
  8. CIVIL-EQUAL-HUMAN RIGHTS: The contractor agrees to comply with all applicable federal, State and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services.
  9. LATE PAYMENT: Request for Proposal § 2.5e penalizes vendor for late payment.
  10. TERMINATION: Basis for termination are set forth in DOCS' Request for Proposal § 2.16, Exhibit A.
-



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

PLEASE DEEM THIS COPY TO BE AN ORIGINAL FOR ALL PURPOSES  
4.11.01  
GEORGE A. GLASSANOS  
DEPUTY COUNSEL

CONTRACTOR

MCI WORLDCOM Communications, Inc.

By: [Signature]  
Jerry A. Edgerton, Senior V.P.

Printed Name

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

Date: 4/3/2001

Contract No. \_\_\_\_\_

STATE AGENCY

Department of Correctional Services

By: [Signature]  
GLENN S. GOORD

Title: COMMISSIONER

Date: 4/10/2001

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

VIRGINIA  
STATE OF NEW YORK )  
                                  ) ss.:  
COUNTY OF FAIRFAX )

On the 3RD day of April, 2000, before me personally appeared Jerry A. Edgerton, to me known, who being by me duly sworn, did depose and say that he/she resides at McLean, VA, that he/she is the Sr. V. P. of the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) [Signature]

My Commission Expires April 30, 2002

APPROVALS

ATTORNEY GENERAL

STATE COMPTROLLER

\_\_\_\_\_  
NYS ATTORNEY GENERAL  
Title: \_\_\_\_\_  
Date: APR 11 2001  
PETER LAVRETTO  
ASSOCIATE ATTORNEY

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

<p><u>STATE AGENCY</u> (Name and Address)  Department of Correctional Services  1220 Washington Avenue, Bldg. #2  Albany, New York 12226</p>	<p><u>NYS COMPTROLLER'S</u>  <u>NUMBER:</u> X160812</p> <p><u>ORIGINATING AGENCY</u>  <u>CODE:</u> 10160</p>
<p><u>CONTRACTOR</u> (Name and Address):  MCI WORLDCOM Communications, Inc.  100 South 4th Street  St. Louis, MO 63102</p>	<p><u>TYPE OF SERVICES:</u>  Inmate Collect Call Telephone Service</p>
<p><u>INITIAL CONTRACT PERIOD:</u>  FROM: 4/1/01  TO: 3/31/06</p>	<p><u>FUNDING AMOUNT FOR</u>  <u>INITIAL PERIOD:</u>  N/A</p>
<p><u>STATUS:</u>  Contractor is a for profit corporation.</p>	<p><u>RENEWALS:</u>  2 One-Year Terms (at DOCS Option, Only)</p>
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STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
AGREEMENT

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WHEREAS, the DOCS has solicited bids in order to procure the services of a well-qualified service provider in order to provide such services and has selected CONTRACTOR in order to provide such services for DOCS; and

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4. EFFECTIVE DATE: This agreement shall become effective upon the approval of the Attorney General and Comptroller of the State of New York.
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  10. TERMINATION: Basis for termination are set forth in DOCS' Request for Proposal § 2.16, Exhibit A.
-

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

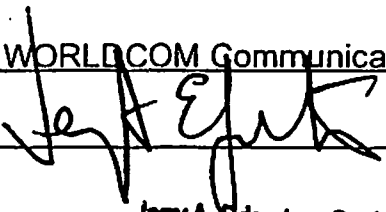
Contract No. \_\_\_\_\_

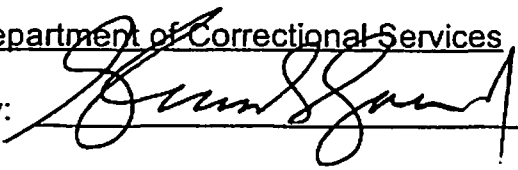
CONTRACTOR

STATE AGENCY

MCI WORLD COM Communications, Inc.

Department of Correctional Services

By: 

By: 

Jerry A. Edgerton, Senior V.P.

GLENN S. GOORD

Printed Name

Title: COMMISSIONER

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

Date: 4/3/2001


Date: 4/10/2001

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

VIRGINIA  
STATE OF NEW YORK )  
                                          ) ss.:  
COUNTY OF Fairfax )

On the 3RD day of April, 2000, before me personally appeared Jerry A. Edgerton to me known, who being by me duly sworn, did depose and say that he/she resides at McLean, VA, that he/she is the Sr. V. P. of the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) 


My Commission Expires April 30, 2003

APPROVALS

ATTORNEY GENERAL

STATE COMPTROLLER

APPROVED TO FORM  
Title: ATTORNEY GENERAL  
Date: APR 11 2001  
PETER A. WILSON  
ASSOCIATE ATTORNEY

APPROVED  
DEPT. OF AUDIT & CONTROL  
Title: AUG 1 2001  
  
FOR THE STATE COMPTROLLER

**APPENDIX A  
STANDARD CLAUSES FOR ALL  
NEW YORK STATE CONTRACTS**

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor of its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$15,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by

reason of race, creed, color, national origin, age, sex, or disability; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in

which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (A) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.**

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**(B) PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purpose and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation

of real property and improvements thereon for such project, then: (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the Work) except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process

upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

Department of Economic Development  
Division for Small Business  
30 South Pearl Street  
Albany, New York 12245  
Tel. 518-292-5220

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

Department of Economic Development  
Minority and Women's Business Development Division  
30 South Pearl Street  
Albany, New York 12245  
<http://www.empire.state.ny.us>

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

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

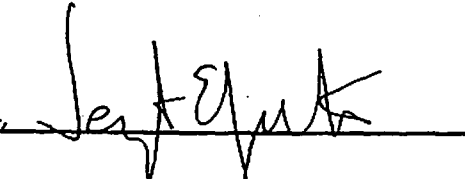
(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

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

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

**21. RECIPROcity AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383 respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany New York 12245, for a current list of jurisdictions subject to this provision.

Revised November 2000

  
4-25-01



## **EXHIBIT A**

**Department's "Request for Proposal" dated August 15, 2000 and  
Clarifications to Questions and Answers (Pre-bid Submission).  
(Contains Standard New York State Contract Clauses)**

**STATE OF NEW YORK**  
**DEPARTMENT OF CORRECTIONAL SERVICES**  
**REQUEST FOR PROPOSAL**  
**FOR THE INMATE CALL HOME TELEPHONE SERVICE**

**ISSUED BY: NYS Department of Correctional Services**  
**Management Information Services**  
**1220 Washington Avenue - Building #2**  
**Albany, New York 12226-2050**

**DATE: August 15, 2000**

**STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
REQUEST FOR PROPOSAL  
FOR THE INMATE CALL HOME TELEPHONE SERVICE**

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**STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
REQUEST FOR PROPOSAL  
FOR THE INMATE CALL HOME TELEPHONE SERVICE**

**Part 1: General Information**

The material in Part 1 is designed to provide interested parties with an overall view of the New York State Department of Correctional Services and its Inmate Call Home Program. It also offers basic information necessary for those considering the submission of a proposal in response to this Request For Proposal. Bidders are not expected, nor asked, to specifically respond to material contained in Part 1, General Information.

**A. Departmental Overview**

The mission of the Department of Correctional Services (DOCS) is to provide for public protection by administering a network of correctional facilities that:

- Retain inmates in safe and secure custody until released by law;
- Offer inmates an opportunity to improve their employment potential and their ability to function in a non-criminal fashion;
- Offer stable and humane "community" environments in which all participants, staff and inmates, can perform their required tasks with a sense of satisfaction.

The Department views itself on two levels. On one level it is a system of facilities that have a collective mission of providing all inmates opportunities for self-improvement and all staff with opportunities to use their skills productively, within a framework of policies that are centrally set but locally administered. In this view, individual facilities are seen less as unique entities with separate missions than as components of a network of service delivery. While these components have distinctive characteristics and programs, they are fitted together to offer clusters of program services relating to the commonly shared needs of the majority of inmates as they move through the system toward release.

There are some inmates in the system who require special treatment of their physical, emotional or developmental handicaps. There are specific programs in specific locations for such inmates.

As a general principle, the Department is not seeking greater diversity within the current group of facilities but is striving to ensure that resources are equitably shared, that basic programs which have evolved during the past few years are offered, and that the facilities themselves understand their roles as members of a service delivery network that is responsive to collective inmate, staff, and state needs. To further this program, the Department has organized facilities into Hub clusters so that all facilities in a Hub share specific resources. Each Hub requires greater communication capability within the Hub to make this concept work.

The second level on which the Department is viewed is the individual facility itself, describing that environment as a "community" whose members must be allowed to function in a way that promotes effective service delivery. Those environments must, therefore, be stable, safe and rewarding for both inmates and staff.

The community concept is appropriate to facility settings in that such settings contain most elements of the larger community: they provide housing; they offer employment, training and educational opportunities; they have criminal justice components; they have doctors, health care facilities and other specialized service providers. Many of the larger facilities have the administrative problems one might expect in a town or small city: aging physical plants, outdated and overtaxed service systems, environmental health and safety concerns, and labor-management conflicts requiring resolution. Unlike the normal community, however, the rules and procedures relating to the interaction between inmates and staff within the inmate population itself must be highly controlled to ensure the safety of all parties, even though the degree of those controls varies with the security level of the facilities.

The Department has experienced dramatic growth that is now slowing somewhat as shown by the following statistics:

#### Facility Expansion

1970 - 17 facilities  
1980 - 32 facilities  
1984 - 49 facilities  
1993 - 68 facilities  
2000 - 71 facilities

At present the facility sizes range from approximately 60 inmates to 2,500 inmates.

#### Population Growth

1970 - 13,000 inmates  
1980 - 21,663 inmates  
1984 - 33,829 inmates  
1993 - 63,799 inmates  
2000 - 71,400 inmates

## 1.1 - Summary Overview

The New York State Department of Correctional Services operates an Inmate Call Home Program that allows its inmates to place collect-only telephone calls to their families and friends. Proposals are being sought from telephone companies capable of carrying the calls (intra-lata, inter-lata, interstate and international) for all inmate collect calls regardless of the geographical location of the facility from which the inmate call originates, and who are prepared to offer the agency a paid commission on the accepted, completed calls processed. The commission amount will be based on the gross amount of these calls, whether actually billed and paid or not, and any uncollectible amount is the responsibility of the provider. The service also includes data circuits from each facility to the Albany Central Office as well administrative traffic routed through the dedicated access (T1s) from DOCS sites. The administrative traffic includes on-net to on-net voice, on-net to off-net voice, on-net to on-net video, and on-net to off-net video traffic and video bridging. In bound 1-800 traffic is also included. The effective date of the service sought is April 1, 2001.

## 1.2 - Definitions

The following terms and definitions shall govern this document and shall be incorporated in all related correspondence:

- a. Agreement: The document, including the RFP response, to be signed by DOCS and the bidder selected to provide the requested services stipulating all agreed upon conditions.
- b. Authorized call list: A list provided by DOCS of phone numbers authorized to be called by an inmate.
- c. Bidder: A company willing to submit a proposal in response to this RFP.
- d. Blocking: The ability of the successful vendor to provide a list of phone numbers not to be called by inmates.
- e. Call Home: The agency program that allows inmates access to collect call only, coinless telephones.
- f. Coinless Telephone: The only type of instrument permitted inside a correctional facility for use by inmates.
- g. Collect Only: The only type of call inmates are permitted to make within the limits of the Call Home Program.
- h. DOCS Data Circuit: A DSØ from each facility to Albany DOCS Central Office for DOCS data traffic.
- i. MCI Data Circuit: A DSØ from each facility with inmate phone service to MCI data center for MCI data traffic.
- j. Department: The New York State Department of Correctional Services.
- k. DOCS: The New York State Department of Correctional Services.
- l. Personal Identification Number (PIN): The eight digit number supplied by DOCS to uniquely identify each inmate.
- m. Proposal: The document to be provided by prospective companies detailing their offering to DOCS in response to the RFP.
- n. Provider: The company ultimately selected to provide the requested services to DOCS.

- o. RFP: the document, known as a Request For Proposal, that provides the only information and conditions to be used by companies interested in offering DOCS a proposal.
- p. 0+: collect call only telephone service, either local or long distance.
- q. Tracking: the ability to provide call record data for each telephone call relative to minutes of usage, PIN, number of calls completed, and revenue generated by the telephone call.
- r. DOCS Commission: DOCS' commission rate applied to all calls completed and accepted whether billed by the provider or not.

### 1.3 - Historical Background

The Inmate Call Home Program began in 1985 at Sing Sing Correctional Facility with the installation by the New York Telephone Company, Public Service Division, of approximately 50 coinless telephones. These telephones were physically placed on walls in cell blocks and dormitory living areas so inmates could then place collect only calls to their friends and families anywhere in the continental United States, at almost any time of the day or evening. In return for permission to place such telephones inside a correctional facility, the New York Telephone Company offered the Department a commission on the revenue generated by those telephones. This money was then deposited into a special, newly created account known as the Family Benefit Fund. Since that time, the Department, in cooperation with various independent telephone companies, has installed coinless, collect only telephones in every correctional facility under its authority (see Attachment A for "DOCS Geographical Map", Attachment B for "Facility Names and Addresses" and Attachment D "Telco Service System").

### 1.4 - Inmate Population Projections

As of 4/1/01 the Department anticipates an inmate population of approximately 72,000 housed in 71 different correctional facilities. Unless under disciplinary restriction, all inmates will be allowed to participate in the Call Home Program. It is also anticipated that there will be a total of over 3,300 installed, 0+ telephones for use by the inmate population as of 4/1/00 date (see Attachment C for RFP current Inmate Population and Telephone Figures").

While there is no prescribed number of telephones for each facility, the general rule of thumb has been 1 telephone for every 25 inmates housed in all living units. Beyond that, 0+ telephones are also placed in common recreational areas, hospital units and other sites as approved and directed by the Commissioner of DOCS.

### 1.5 - Revenue Factors

The revenue generated by the Inmate Call Home Program is dependent upon two distinct factors; inmate related factors and agency related factors. Inmates influence the flow of revenue by the number and duration of calls they place. These factors are in turn influenced by such matters as their distance from home, how often they reserve visits, how often they are transferred to new facilities, and the number of friends and relatives they have willing to accept collect calls. The agency influences the system through operational decisions such as duration of calls, allowing repeated calls to the same number daily, shutting down, or limiting access to the telephones when necessary, adding or deleting telephones in a given facility, and adding or deleting whole facilities to the Inmate Call Home Program network.

## 1.6 - Revenue Projections - Minutes of Usage

It is the Department's position that it is impossible to accurately predict the number of inmates who will take advantage of the Call Home Program or the level of revenue their calls will generate each month. Bidders will have to calculate the revenue to be generated by inmates based on the number of inmates in the system and the number of telephones by which the inmate population has access. Since all telephone revenue is primarily based on minutes of use, the Department offers the following information as general baseline data. The total minutes of usage per month for long distance, completed calls, has averaged approximately 9.8 million minutes for the past six months of operation for approximately 560,000 calls.

The usage minute profile is offered by the Department with the following disclaimer; the data offered is based on information provided by the Department's current provider. None of the usage minutes were verified through any independent means. The numbers provided may in fact be inaccurate and the provider may discover that the Call Home Program's actual calling pattern may generate far less, far more, or about the same amount as implied in the Facility/Usage Minute Profiles.

## 1.7 - Calling Assumptions

The Department has a number of calling pattern assumptions that have been shown to be reasonable based on experience.

- a. The average length of calls appear to be approximately 17.5 minutes in duration. Each call is limited to 30 minutes.
- b. About 70% of all long distance calls are placed to the New York City area (914, 212, 718, 516, etc.).
- c. About 15% of all long distance calls are placed to areas in the State of New York, other than the New York City area.
- d. About 15% of the long distance calls are placed to areas outside the State of New York (Puerto Rico, Florida, etc.).

## 1.8 - Present Environment

Presently the DOCS has two distinct environments for administrative and inmate voice traffic. The first environment contains separate systems for administrative voice and inmate voice traffic. The second environment, presently at facilities on Attachment M, integrate the administrative and inmate traffic through a common PBX and dynamic sharing of T1 trunks. In both environments, MCI is responsible for configuration and maintenance of the Telco Systems equipment, Tx-Port CSU's and any operational problems. All equipment and wire beyond the Telco T1 interface is the property of DOCS.

The first environment, consisting of separate administrative and inmate systems, contains a PBX for administrative voice traffic and MCI equipment interfaced to T1s for inmate traffic. The administrative phones are connected to a PBX and trunks are local analog loops with long distance provided by AT&T. This traffic is not part of this bid until we move into an integrated environment as described below.

The inmate phones are connected through MCI equipment to two wire FX cards in a Telco Systems channel bank. The first T1, referred to as T1 #1, contains up to three data circuits and up to 18 video circuits. One data card, a 2476 OCUDP card, is used for the DOCS Frame relay data connection to the DOCS' Central Office in Albany (local network and IBM mainframe). Bay/Nortel routers are used on the external side of these cards. The second data card, a 2474 OCUDP card, is used for a MCI data connection between the site Telequip Traffic COP and the MCI central site in Albany. The third data card, a 2474 OCUDP card, is used for DOCS Industries data. Industry sites are listed in Attachment P. Video circuits are configured as D4 Framing with AMI Encoding. Video runs at at 336 kb on six switched 56 kb lines. Video sites are listed in Attachment Q. The T1 circuits containing the data circuits and video are terminated into a DACS by MCI and the data circuits are routed to Albany where they are mapped onto T1 and T3 facilities at the Albany data locations. The remaining voice circuits are connected directly to MCI switches. The protocol between the MCI call processing equipment and Telco Systems channel bank is two wire loop start. The Telco Systems channel bank and the MCI switch signal via one way T1 FXS signaling using DTMF tones. All T1 voice traffic in this configuration are inmate calls.

The second environment, all facilities listed in Attachment M, contains an integration of inmate and administrative traffic through a common NEAX 2400 IMG PBX and T1 circuits. The Telco Systems channel bank is configured as a drop and insert mux with the three data circuits being "dropped" out of the DS1 signal. The remaining circuits both voice and video are passed to the video Ascend IMUX where the video circuits are stripped off and the remaining voice circuits are passed into the NEC PBX. When needed, additional T1's configured with 24 voice circuits are connected from TX port CSU's directly to the PBX. If a site does not have video, the voice circuits on T1 #1 are passed from the Telco Systems mux directly to the NEC PBX. Each NEC PBX is logically separated into tenant and route. The MCI equipment in this configuration interfaces as analog extensions ranging from 6501 through 6599 and 6701 through 6799 connected to route 2 or T1 route. Based on the extension, the NEC PBX inserts the CSI (call station identifier) after the dialed number which is used by MCI to determine inmate from administrative calls. The NEC PBX maintains a translation table that converts on net administration calls to a private number for MCI.

Validation of inmate calls is routed through the PBX over the T1 network. The NEC PBX checks for the proper three-digit authorization code that is inserted by the MCI equipment at the end of the dialed number and denies the call if not matched. The NEC PBX and the MCI switch communicate using two-way T1 E&M signaling with wink using DTMF tones. Inbound calling to any inmate set is prohibited by MCI.

Each facility with inmate telephones has Telequip Inmate Call Processing equipment. At NEC PBX sites, the call processing equipment gets dial tone from the PBX. At non-NEC PBX sites, the dial-tone comes from the MCI provided Telco Systems channel bank. The Telequip processing equipment consists of a Traffic COP with at least one Automated Call Processor (ACP). The ACPs are MS-DOS based machines that provide voice prompts, remote call testing, store call detail records, and act as stand-alone processors when the Traffic COP fails. Each ACP can be configured to handle between 4 to 24 phones and can be accessed via dial up. The ACPs are connected to a Traffic COP. The COP is a Windows NT Workstation connected to the MCI LAN on T1 #1 channel – 23. The COP is responsible for all automated file transfers that occur between the facility and the MCI server in Albany. The COP is also responsible for the delivery and retrieval of files destined for or collected from the ACPs. The COP provides call detail reports and a view of connected ACPs. All MCI WAN equipment including the recorders receives synchronization from the same MCI network clock source. The COP is downloaded immediately with central recording requests, hourly with inmate location changes, and nightly after 11:00 pm with inmate restrictions, ANI and phone locations, PIN and calling lists changes and a complete inmate location update as the data exists on DOCS mainframe database. Calls are not allowed between the hours of 11:00 pm through 7:00 am. Each call may be 30 minutes long. A call started at 10:59 pm can continue until 11:29 pm. Each inmate is issued a PIN and may have up to 15 telephone numbers on his or her list. In an attempt to reduce harassment calls, if 6 not accepted calls are placed from a PIN to a specific number, between 7:00 am to 11:00 pm, that PIN-is blocked from calling the number until the following morning. Restricted access phones set up in reception facilities allow new inmates with PINS to make calls without a list for 7 days. After 7 days they must have a list. Voice prompts guide the inmate through the entire dialing process and appropriate voice messages are played for all incomplete calls. All completed and incomplected call CDRs are uploaded nightly from the Traffic COPs to the MCI server where they are then transferred to DOCS on an LU6.2 interface to DOCS mainframe. The CDRs contain a flag for third party click detection.

MCI has installed the following information management tools to facilitate effective management of the Phone Home infrastructure available to a DOCS inmate phone administrator via the MCI WAN.

#### Block Manager

Provides a ten-day CDR history and internal MCI billing block transactions.

#### View PINS

Provides a fresh copy of the PIN/ANI/restriction file stored on a sites Traffic COP.

#### Ticket Manager

A work order management system that allows updates by both MCI and DOCS. It also supports user-defined queries so that a user can select tickets of particular interest based on priority, site and other relevant information.

### ACP Manager

The premise-based Phone Home equipment (generically called ACPs and Traffic COPs from Telequip Labs) MCI maintains on behalf of DOCS numbers 69 Traffic COPs and 177 ACPs. Each of these pieces of equipment have specific hardware configurations, passwords, modem lines and call-processing features which must be strictly accounted for. The ACP Manager application allows authorized users to add and modify ACP configurations data. Phone utilization reports can be generated by date and facility.

### PIN Manager

Provides a view of MCI's inmate PIN, location, phone list and restriction database.

### Network Monitoring

An easy to use yet very effective tool is used to monitor the MCI WAN. The user can build network topologies graphically and then use the TCP/IP ping message to test if the platform is active. A lack of response to this message indicates either the network segment is unavailable or the CPU of the monitored platform is not responding. A failure to respond to 10 consecutive messages (10 minutes) will result in a page to be triggered to notify MCI support staff.

### Remote Dial-Up

Dial-up is used to remotely access all ACPs. The user can view active calls in progress and generate calls remotely for testing.

### Remotely Possible

Allows remote control of the Traffic COPs via the WAN.

### Report Manager

Provides access to the following daily reports

- ACP Performance Report

Evaluates the relative speed of each ACP with regard to call completion time.

- Validation Summary Report

This report is organized by individual ACP in order of who had the highest number of problems.

- Activity Guard Report

This report shows all PINS, TNI and time associated to not accepted calls. It is a way of checking the performance of the ACPs harassment calling feature.



- Dead Port

Provides the ACP, Port, and incomplete call count with status code and description of high failure ACP ports.

- ACP/ Traffic COP Event Report

This report is designed to identify any major malfunctions on Telequip equipment that is resulting in undesirable reboots.

- Error Messages

Provides nightly processing exceptions between DOCS and MCI's files.

- Incomplete Calls

Provides a list of ACPs with a high rate of incomplete calls. The MCI and DOCS incomplete reason is displayed.

- Polling

Provides a count of days that ACPs were not updated and CDRs were not collected.

- Call Volume

Provides ACP call volume exceptions showing minimum, average, maximum, actual call volume and whether it was low or high for the day.

- Traffic Patterns

Provides total calls, incomplete calls, declined calls, accepted < 6 seconds, accepted > 5 seconds billable minutes for each facility.

- Universal Identification Reconciliation

Provides the discrepancies between ACPs and MCIs data base.

The following is a list of the types of calls:

- Inmate Voice

Calls with a three-digit access code inserted at the end of the dialed number and originating from extensions 6501 through 6599 and 6701 through 6799. These calls are not billed to DOCS and are treated as "1" plus calls.

- On-Net to On-Net Administrative Voice

On-net to on-net voice, are seven digit calls with the first three digits identifying the site and the last four digits identifying the extension at the site. NEC maintains a table of facility site codes and translates that number to a private number for MCI. If the inbound (destination) facility for an on-net call has been converted to the new NEC PBX, the last four digits are inbound to the switch through the T1 connection. If the inbound (destination) facility for an on-net call has not been converted to a new PBX, the call is routed through the public switched network to the main listed phone number for the facility.

- On-Net to Off-Net Administrative Voice

Ten digit calls in tenant group 1 (on-net to off-net) terminate through the public switched network.

- On-Net to On-Net Administrative Video

At this time, video circuits do not run through the PBX. MCI routes the call to the destination facility based on a seven digit dialed number.

- On-Net to Off-Net Administrative Video

Off-Net Administrative Video calls are routed on the T1 #1 dedicated DS0's T1 to the public switched network based on a ten-digit dialed number. DOCS does not permit off-net to on-net dialing for video.

- Video Bridging

- DOCS uses MCI's bridging service for multi-video connections.

## Site Monitoring Equipment

On site call monitoring of inmate calls is accomplished with the use of Thomas and Betts/Melco monitoring equipment at facilities listed in Attachment J. This equipment is controlled from a personal computer usually located in the Arsenal. The PC is connected with four wires to Automated Service Observing units located in the switch room which are then connected to each inmate phone line. The monitoring equipment offers the following features:

- Automatic scanning of inmate lines and monitoring of busy lines.
- Silent undetectable monitoring.
- Line status indicator showing the location of the phone that corresponds with DOCS ANI information and whether a line is idle, busy, or disconnected.
- Fast single or multiple line disconnect from a keypad.
- Expandable allowing all phones to be viewed on a single monitor.
- External port allowing recording equipment to be attached.

## Centralized Recording System

The current centralized recording system supports two separate user groups each having their own workstation, recording device and the ability to maintain separate inmate recording databases as well as separate tapes of archive conversations. A third workstation allows a DOCS' inmate phone administrator to assist the two user groups.

The centralized recording system allows the users at DOCS Building 2 to select inmate PINs, called party phone numbers or inmate phone set identifier (which is also DOCS pseudo-ANI) for recording conversations. The requests are entered on a workstation, batched and immediately sent over the MCI NCC network where they are activated on the premise-based call processing equipment. Any time a call is originated from a selected PIN, phone or to a selected called party phone number, a call is placed to the centralized recording apparatus (located in Building 2) prior to the inmate call being placed to their called party. The phone conversation is then recorded on one of two 48-channel Eyretel Sel-tronic E1000 recorders. Each recorder incorporates redundant recording to a hard drive and two DDS2 digital audio tapes (DAT). All workstations and recorders in Building 2 are members of a MCI/DOCS NT domain using TCP/IP.

### 1.9 - DOCS Network

- a. Although the successful vendor will be customer-of-record, the DOCS will have final approval before any changes are made to the network.
- b. DOCS reserves the right to transfer customer-of-record status back to itself or to another provider at any time during this contract period.

1.10 - RFP Dates

The following dates shall govern the RFP process:

- |                                   |                   |
|-----------------------------------|-------------------|
| a. Issuance of RFP -              | August 15, 2000   |
| b. Mandatory Pre-Bid Conference - | August 30, 2000   |
| c. Receipt of Proposals (COB) -   | October 2, 2000   |
| d. Selection of Company -         | November 15, 2000 |

1.11 - RFP Contact Person

All questions and proposals shall be in writing to:

Edmund F. Koberger  
Data Communications Specialist  
NYS Department of Correctional Services  
1220 Washington Avenue  
Building #2 - MIS Unit  
Albany, New York 12226-2050  
(518) 457-2540

## Part 2: Contractual Requirements

This section provides requirements to be included in a contract with the successful bidder. Bidders need to carefully review each condition and indicate in their bid proposals which conditions are unacceptable as presented and what action needs to be considered or negotiated in order to reach a mutually acceptable Agreement.

### 2.1 - Shall/Must/Will Conditions

The use of the words "shall", "must", and "will" denote mandatory requirements throughout the RFP and Agreement and are non-negotiable.

### 2.2 - DOCS Authority

- a. DOCS shall have sole authority over the right to add or delete collect only, coinless telephones at any facility.
- b. DOCS shall have sole authority over the right to add, delete, or temporarily exclude one or more facilities from the program during the Agreement period.
- c. DOCS shall have sole authority over any changes to the operation of the Inmate Call Home Program.
- d. The provider shall not proceed to make any changes without the expressed, written permission of DOCS.

### 2.3 - DOCS Limits of Liability

- a. DOCS shall not be held liable for the provider's inability to collect on any call the provider allows through the system as detailed in Item 3.10, Calling Protocols.
- b. DOCS shall not be responsible for collecting any Federal, State or Local taxes normally associated with telephone charges.
- c. DOCS shall not be responsible for establishing or guaranteeing any minimum amount of 0+ calls measured by minutes used, messages completed or revenue generated.
- d. DOCS shall not be held liable for any potential revenue loss to the provider due to any decision on the part of DOCS to allow third party conversations to continue after detection.

### 2.4 - Commission Structure

- a. With the understanding and acceptance that the monthly revenue generated by the Inmate Call Home Program will naturally fluctuate from month to month, commissions shall be computed based on all accepted calls, whether billed or not, calculating the total gross aggregated revenue generated by all the telephone calls, from all the correctional facilities, on a monthly basis.
- b. The monthly gross revenue figures used in calculating the Department's monthly commission shall not include any Federal, State or Local tax normally associated with telephone charges.
- c. Commission rates proposed by the provider and accepted by DOCS shall be considered firm for the period of the Agreement.

## 2.5 - Commission Payments

- a. Payments shall be made on a monthly basis beginning no later than June 10, 2001, and every month thereafter.
- b. Payments shall be made payable to the NYS Department of Correctional Services and sent to:

Edmund F. Koberger  
Data Communications Specialist  
NYS Department of Correctional Services  
1220 Washington Avenue  
Building #2 - MIS Unit  
Albany, New York 12226-2050

- c. Payments shall be accompanied by the DOCS Monthly Summary Report as defined Detailed Reports, Item 2.9.c.
- d. Payments shall cover normal monthly calendar periods beginning with 4/1/01 through 4/30/01, and every month thereafter.
- e. Payments are due the first day of the month two months past the first calling day of the month. Payments received after the 10th day of the month will be assessed a 1 1/2% penalty. The payment due and, if applicable, the penalty amount must be paid prior to the end-of-the-month.

## 2.6 - Account Executives

- a. The provider shall identify at least two (2) representatives who shall have the authority to speak for the provider in all matters related to the Agreement signed by both parties.
- b. The provider's representatives shall provide DOCS with an address where all official documents are to be sent.
- c. The provider's representatives shall provide DOCS with telephone numbers where said representatives can be called directly, or reached seven (7) days a week, twenty-four (24) hours per day.
- d. The provider's representatives shall act as the provider's and DOCS' agents in all dealings with local telephone companies over matters such as, but not limited to; installation, interfacing, maintenance, problem resolution and revenue analysis.

## 2.7 - Project Management

DOCS will require the provider to assign a full-time project manager to coordinate the project. The vendor must include with their proposal a list of potential candidates and the resumes listing prior experience and training. DOCS reserves the right to have final approval for the project manager, and replace the project manager with another candidate if the project manager's performance is unsatisfactory in the opinion of DOCS. The project manager must be assigned to the Albany area.

## 2.8 - Subcontractor Contracts

DOCS reserves the right to review and shall receive copies of all contracts between the provider and any subcontractors related to this contract.

## 2.9 - Detailed Reports

Each month detailed call data records shall accompany each commission check. The following reports are the minimum number and type required by the Department:

- a. Monthly Facility/Station Report - Report shall be provided in a format to be determined by DOCS. Report shall contain information regarding the usage and value of each telephone in each facility. It shall indicate, for each facility:
  1. Dates covered by report.
  2. Facility name.
  3. Station telephone number.
  4. Total number of minutes in use during the month for each telephone.
  5. Total number of calls (messages) placed during the month for each telephone.
  6. Total revenue generated for the month for each telephone.
  
- b. Monthly Facility Video Report - Report shall be provided in a format to be determined by DOCS. Report shall contain information regarding the usage and value of each DSØ connection for each facility. It shall indicate:
  1. Dates covered by report.
  2. Facility name.
  3. Video profile (for example, Court Hearings, Telemedicine, Education, Regional Training, etc.).
  4. Total number of minutes in use for each video call (incoming and outgoing).
  5. Destination number for outgoing calls.
  6. Total cost of each call.
  
- c. Monthly DOCS Summary Report - Report shall be provided in a format to be determined by DOCS. Report shall provide DOCS with a summary of the usage, revenue generated and commission provided by all the telephones in all the facilities. It shall indicate:
  1. Dates covered by report.
  2. Facility name.
  3. Total revenue generated for the month by all the telephones in the facility.
  4. Total commission generated for the month by all the telephones in the facility.
  5. Total number of calls (messages) completed in the month by all the telephones in the facility.
  6. Total minutes generated by all the telephones in the facility for the month.
  7. Total number of telephone stations assigned to the facility.
  8. Grand totals for revenue, commission, calls, minutes and stations for entire system.

- d. Monthly Traffic Pattern Report - Report shall be provided in a format to be determined by DOCS. Report shall provide information, in a summary format, of the calling pattern of all inmate calls completed each month. The report shall provide the total number of calls placed to each area code and exchange accessed by the inmates.
- e. Monthly Computerized Call Detail Records - The provider shall deliver, on a monthly basis, the rated call detail records of the Inmate Call Home Program to DOCS on computer readable magnetic tape in a format specified by DOCS.
- f. Daily Call Blocking Transaction - The provider shall accept on a computer to computer interface, changes to the inmate call blocking file and provide daily inmate call detail information.

#### 2.10:-Exception Reports

- a. Monthly summary of network outages:  
Ticket, date received, site, circuit ID, resolution, total minutes, time to repair.
  - 1. Occurrences by problem/solution codes - problem code, number of occurrences, corresponding solution code.
  - 2. Occurrences by site.
  - 3. Occurrences by category.
  - 4. Daily outage report.
- b. Update Location Error Report - Generates list of inmate location mismatches. Run nightly.
- c. Night Out - Generates list of sites provider was unable to download-site file to including class of service data. Run nightly.
- d. Mismatched Provider Database- Generates a list of mismatched numbers on list and inmates in custody. Should also check for mismatched disciplinary block. Run nightly.
- e. Update Audit - Gives trailer count of transactions sent to provider. Add, change, and delete phones numbers and PINs. Run nightly.
- f. Rollup - Report by site number giving total records, number of good records, number of completed calls, and totals for each category. Run nightly.



## 2.11 - Monthly Files

### a. Monthly Billing Rectification

On a monthly basis the vendor will provide the previous month's billing tape in a format supplied by DOCS. DOCS will run a report showing discrepancies between the billing tape and the monthly call detail records provided to DOCS for completed calls. DOCS will provide a report to the vendor of call detail records that did not appear on the billing tape. In addition, a statement will be provided by DOCS of all commission due on these calls and any appropriate penalties (see Section 3.17 - Failure and Delay Penalties).

### b. Monthly File Rectification

On a monthly basis the provider will forward to DOCS a flat file of its inmate database in a format supplied by DOCS. The DOCS will run a report to find any discrepancies in the two databases. The provider will work with DOCS' staff to resolve any discrepancies found.

## 2.12 - Additional Needs & Service

The provider shall agree that at any time during the Agreement period the provider will acquire for DOCS integrated equipment or services over and above the RFP requirements, for the proper management of the Call Home Program. These integrated equipment or services shall be paid for, and thereafter be owned by the State. The method of payment shall be either direct payment to the provider or DOCS shall direct the provider to deduct payment from monthly commissions.

## 2.13 - Fraud and Uncollectibles

- a. Where fraud is documented as arising from a specific inmate(s), the Department will make every reasonable effort to compensate the provider for all losses by requiring the inmate(s) to pay restitution according to the Department's rules and regulations governing restitution.
- b. Where fraud is documented as arising from a non-inmate, (outside friend, family, etc.) the Department will make every reasonable effort to assist the provider in recovering all losses incurred by the provider.
- c. The Department shall make every reasonable effort to ensure that inmates, and friends and/or families of inmates do not abuse the system offered by the provider or cause the provider to lose money either directly or indirectly.
- d. It shall be understood and accepted that cases of fraud shall not affect the monthly level of commission paid to DOCS nor shall DOCS be held otherwise accountable for fraud or uncollectible calls placed by inmates and accepted by outsiders unless the provider can prove that DOCS is directly responsible either through the action or inaction of its staff.
- e. DOCS is not responsible for any loss of revenue to the provider due to three-way calling.

## 2.14 - Rate Charges

The provider shall agree that the rates charged for inmate calls shall not exceed the rates and rules as listed in Attachment G. Any modifications to these rates cannot occur without the written permission of DOCS. Filing tariffs with the PSC or FCC does not circumvent DOCS authority.

International call rates shall not exceed current AT&T international rates and the provider must submit all international rates within their proposal. Any modification to these rates cannot occur without the written permission of DOCS. AT&T rate increases and tariff approvals by the PSC or FCC or any regulatory authority does not circumvent DOCS authority.

## 2.15 - Attorney Fees

- a. In the event that the State is required and shall bring suit or action to compel performance of, or recover for any breach of any stipulation, covenant, or condition of this Agreement, the provider shall and will pay to the State such attorney fees as the court may judge reasonable in addition to the amount of any judgment and cost.
- b. Under no circumstances shall the State become obligated to pay any attorney fees or the cost of legal action taken against the provider in any and all suits, legal actions, administrative proceedings and appeals of whatever kind of nature to which the provider is party.
- c. If the provider brings suit against the State arising under and pertaining to this Agreement, and such suit or action is unsuccessful, the provider shall pay to the State such reasonable attorney fees as awarded by the court or other adjudicator.
- d. In the event that legal action is taken against the State arising under and pertaining to this Agreement, and if such legal action names the provider as a codefendant, or if the Department requires documentation and any other type of assistance in preparing for a hearing, or in defending itself in court, the provider shall offer all necessary assistance at no cost to the Department and shall not require the Department to reimburse the provider for any attorney fees incurred by the provider in such cases.

## 2.16 - Basis For Termination

- a. In the event of any material breach of service by the provider, the Department shall give written notice specifying the material breach.
- b. If such written notice of material breach is given and the provider does not correct the breach to the Department's satisfaction within ten (10) days after receipt of the written notice, DOCS shall have the right to unilaterally and immediately terminate the Agreement and seek a replacement provider in order to maintain 0+ telephone service to the inmates and administrative service to DOCS without penalty to DOCS.
- c. If the provider does not meet the pre-implementation time frame of deliverables as specified in Section 3.1 - Takeover Approach - DOCS has the option to proceed against the surety bond (see Section 2.21 - Performance Bond) in its entirety and proceed to the next vendor in the procurement.

## 2.17 - Non-Payment Blocking/Prepayment

- a. The successful provider shall have the right to terminate, or temporarily block calls placed to individuals who refuse to pay their bills, are attempting to defraud the provider, or otherwise avoid financial accountability for collect calls accepted. Prior to blocking or terminating service to specific telephone numbers, the owners of such lines must be contacted and advised of the circumstances.
- b. The provider shall have the right to offer any customer who will be terminated the option of prepayment. The provider, at their determination, will collect the amount of prepayment from a customer and debit the customer's account by the amount of phone calls made until the amount is zeroed out at which time the provider will suspend the account until additional prepayment(s) are made.
- c. Potential vendors must supply DOCS with a copy of their blocking policies and procedures along with their bid proposal.

## 2.18 - Applicable Laws

- a. This Agreement shall be governed in all aspects, whether as to validity, construction, capacity, performance or otherwise by the laws of the State of New York.
- b. In the event of any dispute between the parties herein, all such disputes shall be pursued in the Court of Claims for the State of New York.

## 2.19 - Severability

If any term, provision or condition shall be found to be illegal or unenforceable, then, notwithstanding such provisions, the remainder of this Agreement shall remain in full force and affect, and such term or condition shall be deemed stricken.

**2.20 - Term of Agreement**

- a. The term of the Agreement shall run for five (5) years, 4/1/01 through 3/31/06.
- b. DOCS reserves the right to renew the Agreement for two additional one year periods by notifying the provider of its intention no less than 90 (ninety) days before the expiration of the original Agreement or the initial one year renewal period.
- c. DOCS shall reserve the right to seek new commission rates and/or new terms of agreement from the provider prior to any renewal.

**2.21 - Performance Bond**

- a. Prior to formally signing the Agreement, the bidder chosen shall submit a Performance Bond, from a New York State licensed surety company authorized to do business in the State of New York, in the amount of seven million dollars (\$7,000,000).
- b. The term of the bond shall be concurrent with the term of this Agreement.

**2.22 - State Appendix A**

As required by New York State Law, the provider shall accept and understand State Appendix A, and that said document must be made part of the final Agreement (see Attachment F, Appendix A).

### Part 3. Performance Requirements

This section describes the operational responsibilities assigned to the provider and the penalties the provider shall agree to accept if it does not perform in the appropriate manner. Bidders must carefully review this part and indicate in their proposals any reason why the responsibilities and penalties detailed herein are unacceptable. Bidders must provide alternative suggestions to resolve any issue they believe is unacceptable as presented in the RFP.

#### 3.1 - Takeover Approach

- a. On 4/1/01 all inmate telephone processing and ancillary equipment is the property of DOCS including all channel banks and cards. Any and all of this equipment may be used by the new service provider to accomplish an orderly transition of services. MCI is also willing to maintain the current environment during the transition. Regardless of the transition plan developed, all equipment must be replaced with new equipment by 1/1/02. Removal and disposal of existing equipment will be the responsibility of the provider as specified by DOCS.
- b. All providers must explain in detail all of the changes that will occur when the existing call processing equipment is replaced.
- c. All call processing of inmate calls including calling protocols, call blocking, validation, and SMDR collection must be on facility based equipment.
- d. Every DSØ, except data circuits for DOCS, must have dial-tone from the provider or the provider's carrier subcontractor.
- e. The provider must provide a detailed installation/migration schedule. Included in this plan the following time frames must be met: A working call processing system capable of accepting and using data from DOCS and generating required reports as well as a working trouble ticket system, must be demonstrated connected to the provider's network and any ancillary call processing monitoring and recording equipment required by the provider by December 22, 2000. The demonstration shall also show how the call processing equipment can work behind the facility PBX and process inmate calls without interfering with administrative or video calling.
- f. All costs are the responsibility of the provider.
- g. As of April 1, 2001, all administrative traffic is the responsibility of the provider for all correctional facility traffic routed through the T1 network.
- h. The provider is responsible for all inmate and administrative (data, voice, and video) traffic effective 7:00 AM 4/1/01. Prior to 1/5/01 the provider must have agreements in place with MCI, Bell Atlantic and any independent telephone company that will coordinate the migration of the entire T1 networks.
- i. The provider must detail a method for restoring the network to the present provider if problems occur.
- j. The transition of administrative voice and video systems must be transparent to the DOCS' users. Current on-net dialing plans must be supported.

### 3.2 - Single Carrier Coverage

- a. Initially, the provider shall be required to provide all aspects of the desired service to each and every facility in operation as of 7:00 AM on 4/1/01, and for each and every facility that shall become operational during the Agreement period.
- b. Service shall begin at new facilities, not presently installed (after 4/1/01) the same moment that T1 access and telephone instruments are installed.

### 3.3 - Administrative Telephone Services

Presently the DOCS is in the process of installing new NEC NEAX 2400 PBX's at all NYS DOCS facilities. As of July 18, 2000 the facilities converted to the new PBX are listed in Attachment M. The anticipated schedule of new installations is listed in Attachment N. The DOCS makes no guarantee of this schedule, which is for planning purposes only. When a new NEC PBX is installed, the inmate traffic is routed through the PBX as described in Section 1.8 - Present Environment. The administrative traffic is divided into on-net to on-net voice call, on-net to off-net voice call, on-net to on-net video call, on-net to off-net video call and video bridging calls. The present rates for these calls are listed in Attachment H.

No proposal will be accepted if any of these rates increase. All administrative rates will be evaluated with the DOCS commission rate.

Proposals must clearly define any changes to this design. Any costs associated with these changes are to be borne by the provider or any vendor acting on behalf of DOCS.

### 3.4 - Network Requirements

Currently the provider supplies T1s to each facility based on the total number of inmate phones, TTY units, data circuits and video circuits

Listed below are network requirements that apply to current facilities and remote sites as well as future video sites and any facilities or remote sites that become operational during the contract period. The provider will be responsible for all charges associated with upgrading or adding T1 circuits or any other circuits.

- a. Inmate Phones - There must be a one-to-one ratio between an inmate phone, the inmate system port and a T1 trunk. Provider will ensure that inmate call processing equipment and recording equipment must be synchronized from a single time of day clock source for all DOCS' locations.
- b. At non-inmate phone sites, included in Attachment O, up to one (1) full T1 will be installed for administrative voice traffic with the exception of Building #2 where two (2) T1s for voice will be installed. Additional voice bandwidth will be determined by DOCS, based on a daily trunk activity report. These circuits will be installed at no cost to DOCS.

- c. All data circuits for facilities and remote sites will be provided at no cost to DOCS. Each site shall have a T1 frame relay data circuit provided in accordance with the schedule approved by DOCS. The current DOCS LAN/WAN configuration is described in Attachment R. The provider shall provide the endpoints of the T1 data circuits at DOCS Building #2 such that they will interface with the existing DOCS LAN/WAN infrastructure. The endpoint shall be consolidated into as few physical connections as possible. We will not accept a solution that has each T1 terminate into a router. The provider shall be responsible for any additional equipment to interface the data connection to the DOCS LAN/WAN infrastructure. Unless specifically exempted by DOCS, all data circuits shall be installed prior to 1/1/02.
- d. The provider must also provide an additional T1 for up to four (4) video connections (336 kbs) at the current video sites listed in Attachment Q. However, DOCS has the option of requesting T1 service for up to four (4) video connections at other facility sites.
- e. A DS3 is currently provisioned by the provider from the DOCS Building 2 - Albany Computer Room to the closest network point of presence. The DOCS frame relay, central recording, voice, video, MCI file transfer link, DMV mainframe backup link as well as Attachment O traffic is carried on this DS3. The new provider must provide and maintain the minimum of a DS3 to start with and increase the bandwidth as needed to accommodate the T1s and traffic described above. The current DOCS LAN/WAN configuration is described in Attachment R.
- f. The provider is required to configure any DS1 or DSØ for DOCS at no cost anytime during the contract period. This may include, but is not limited to, DACS connections and dial tone and software definitions on any or all DSØ's within the entire digital service.

### 3.5 - Conversation Recording Capability

Our current recording capability is explained in Section 1.8 - Present Environment. The provider will be responsible for maintaining that system until the requirements listed in this section are met. As in other areas, DOCS is expecting a smooth and trouble-free migration. Loss of data or data errors will not be acceptable. The capability described in this section must be installed at the time that each facility is converted to the new call processing equipment provided by the vendor.

- Recording equipment shall be located at each facility and shall have the capability of undetected recording of every completed inmate telephone call for the duration of that call.
- The system shall store all completed calls for a minimum of 60 days. The calls will be available for immediate retrieval without a change in storage media.
- Digital optical dishes, hard drives, or comparable media are to be used for short and long term storage and instant reproduction access.
- Search and retrieval of recorded conversations shall take no longer than 20 seconds. Search and playback of calls will not require a manual media change.
- Access to recording a live conversation must be controlled by a multi level password system that provides the following:
  - listen to live conversations only and
  - listen to live or recorded conversations with the ability to store them.
- Each recording must be indexed by date and time. Date and time stamps shall be identical to the date and time stamps recorded from the call processing equipment. The recording must also be searchable by date, time, inmate's DIN, facility ANI and destination dialed.
- Multiple investigators must be able to simultaneously retrieve recorded calls for investigations and have these calls stored for a longer retention period associated with their user code ID.
- The recording system should allow investigators to attach "notes" to each recorded call record. Calls may later be searched by the content of these "notes."
- Since the Department may require that the period for which calls are stored be extended to 90 or 120 days, the provider must identify all charges to the Department for each 30-day extension.
- Calls marked and/or moved to longer term storage cannot impact the 60-day call retention capability. The provider must specify the amount of storage available for long-term storage.
- Network access and equipment for investigators shall be provided by the vendor.



### 3.6 - Site Monitoring Equipment

Our current equipment is described in Section 1.8 - Present Environment. It will be the responsibility of the provider to maintain this equipment and expand it to new facilities and/or new telephones as they are installed. If the provider is proposing the use of new equipment it must be supplied at no cost to DOCS. If the systems introduced for site recording changes the use of this equipment, it must be explained in detail. The provider is responsible to keep the integrity of the DOCS ANI/Location data intact and prove to DOCS MIS that each phone has been properly tested.

### 3.7 - Inmate TTY Access

The provider must describe how TTY's operate in the inmate call processing system. Descriptions must include TTY to TTY connections as well as TTY to voice connections.

### 3.8 - Billing Name and Address Data

DOCS requires access to billing name and address data for destination telephone numbers. The provider must detail their ability to provide this data to DOCS in both on-line real time access and batch file transfer. The provider must explain, in detail, any limitations to this data including geographic and legal limitations. The online access to this data for DOCS must be at no cost to DOCS.

### 3.9 - Call Blocking

- a. Calls placed by inmates need to be blocked for many reasons including:
- customer request
  - DOCS request (for multiple reasons including third-party detection on previous calls)
  - non-payment
  - 900 & 800 numbers
  - account suspended

The Department will notify the provider in writing of DOCS-requested blocks as necessary. The provider must ensure that these blocks are effective within three (3) hours. The vendor will provide written confirmation to DOCS that requested blocks have been processed.

- b. The provider shall offer the ability to block individual telephone numbers of persons who do not wish to accept calls from inmates. This service shall be accessed by DOCS' staff through direct communications with the provider. Requests by the general public will be handled through an 800 number operated by the provider at no cost to DOCS.
- c. The provider shall offer DOCS the ability to block individual telephone numbers for security reasons. This service shall be accessed directly by DOCS through direct communications with the provider.
- d. The provider shall maintain a database file of all names and telephone numbers blocked at either DOCS' request or the general public's request. The provider must provide online lookup capability into this database for DOCS' staff.

### 3.10 - Calling Protocols

- a. Each call placed through the Inmate Call Home Program shall be electronically identified to the provider's service as being a call originating from a correctional facility in all of the cases with the accompanying PIN.
- b. Each call, having been identified as being placed through the Inmate Call Home Program shall only be delivered to the called party as a 0+, collect call only, unless otherwise approved by DOCS.
- c. The provider's service shall ask the inmate his/her first name and shall provide that name to the party called along with the announcement noted in Item 3.10.d.
- d. Prior to any collect call being released to the party called, the provider's service shall confirm acceptance of the collect charges by announcing to the party called the following information; "You have a collect call from (inmate's name) an inmate at a New York State correctional facility. Dial "3" to accept the call or hang up to decline the call."
- e. The inmate's call shall be muted and inmates shall not be permitted to hear the conversation between the service and the party called, or speak to the party called before the service confirms that the collect call has been accepted.
- f. If a call is not accepted by the party called, or if no one answers the call, the provider's service shall inform the inmate of the situation using prompts approved by DOCS.
- g. Under no circumstances shall an operator place a collect, or any other type of call, for an inmate. The service shall always require the inmate to hang up and dial any new number he/she seeks.
- h. International calls shall be permitted unless otherwise restricted by the provider. The provider will notify the Department of any restrictions on international calling. Vendor must provide reasonable explanations for any restrictions.
- i. All 1+, 800, 900, credit card or other third party calls shall not be permitted to go through the Inmate Call Home Program.
- j. The provider shall agree to provide service in Spanish to handle problems resulting in language difficulties or otherwise provide assistance to Spanish speaking inmates and/or parties called.
- k. Each bidder will supply a detailed flowchart diagram of the entire inmate call process from the moment an inmate picks up the receiver to the disconnect or completion of the call. The successful bidder will provide a document containing all voice prompts/messages approved by DOCS.

### 3.11 - Incoming Calls

The provider shall agree that no Inmate Call Home Program telephone shall be capable of receiving an incoming call.

### 3.12 - Telephone Tone Quality

The provider shall be required to provide telephone reception quality at least equal to current reception quality levels and shall accept the Department's decision regarding such determination.

### 3.13 - Speed of Call Connections

- a. The provider shall be required to describe and document how each call is processed and the time intervals for each phase of call completion (see Section 3.10, item k.).

### 3.14 - Hours of Operation

- a. The provider shall agree that service may be placed through its system seven (7) days per week, twenty-four (24) hours a day. DOCS must have the ability to restrict hours by ANI, facility or statewide.
- b. The provider normally will run the inmate service from 7:00 AM to 11:00 PM, 7 days a week.
- c. Administrative service will run 24 hours a day, 7 days a week.

### 3.15 - Reset Requirement

Upon the completion of each call, each telephone shall reset itself for the next call.

### 3.16 - Billing Arrangements

- a. The provider shall assume all responsibility for having all billing agreements necessary to bill the parties called for all completed calls.
- b. The provider shall assume all liability for billing and collection for all completed calls.
- c. Completed calls shall appear on each called party's bill no later than sixty (60) days after the date the call was completed.
- d. All bills to the parties called shall indicate the name of the provider.
- e. All bills sent to the parties called shall indicate the main listed telephone number of the facility called from, the date, time, and duration of the call.

### 3.17 - Failure & Delay Penalties

- a. The provider shall agree that any failure to perform all agreed upon duties as set forth herein, and directly attributed to the provider's action or inaction, shall entitle the Department to recover from the Company;
  1. all lost commission that can be documented by equipment owned and operational in the facility whose service was interrupted, or;
  2. where no such documentation is available: an amount equal to the commission generated by the same number of telephones in a similar facility where revenue has been documented by using a value per telephone, per month formula.
  3. Difference in commission rate between current provider and new provider if all traffic is not converted to new provider's network by 1/1/02.
- b. Delays beyond the control of the provider, caused by either the local regulated telephone company, or by the Department, will not be considered a failure to perform.
- c. Any documented lost commission will immediately be subject to a 10% penalty. The provider will have 30-days to provide lost commission and penalty amounts. After the initial 30-day period, penalty percentages will double each 30-day period thereafter.
- d. Provider will be responsible for all charges incurred by DOCS for interruptions of service determined to be caused by the provider.

### 3.18 - Provider Equipment Responsibilities

Any equipment or services required by the provider to meet all Agreement requirements shall be the responsibility of the provider at no decrease in commission rates once established by the Agreement.

### 3.19 - DOCS Staff 800 Number

The provider must maintain all 800 numbers currently in use by each correctional facility. The provider must detail all costs associated with this service. In addition, provider must provide 800 number for each facility that becomes operational during the contract period.

### 3.20 - Customer Inquiry 800 Number

The provider shall establish and maintain a toll-free customer service number for use by the general public seeking information about their collect call bills from inmates, and other Inmate Call Home inquiries. The toll-free number must minimally operate 7:00 AM - 11:00 PM seven days a week. The provider is required to provide to DOCS a tabulation of the number and duration of calls received by day, including busy statistics, on a monthly basis.

### 3.21 - Network Management

Presently DOCS employs multiple network management products in managing the data network. DOCS utilizes IBM's NETVIEW and Racal Milgo's CMS products to monitor our SNA network. NETVIEW allows DOCS to monitor our SNA network. NETVIEW allows DOCS to monitor logical disruptions of data at the protocol level. CMS gives DOCS monitoring ability from customer premise DCE to customer premise DCE. CMS also provides dynamic monitoring of both equipment alarms and telephone company alarms. In addition, CMS provides line and equipment testing. To manage and monitor the TCP/IP network DOCS is implementing NORTEL's OPTIVITY NMS (Network Management System). The OPTIVITY NMS product allows discovery, visualization through layer 1-3 topology, real time management and fault management.

The bidder must preserve the integrity of the existing network management products and functions. The bidder must describe how all dedicated access from DOCS' sites to bidders control points are managed. The bidder must also describe how DOCS can receive the same online access to alerts and alarms as network control points within the bidder's network. For all options DOCS reserves the right to negotiate parameters for alerts and alarms for all DOCS' access lines.

### 3.22 - Problem Resolution

- a. The provider must supply one point of contact for reporting network and inmate phone problems using a dedicated 800 number for DOCS only. Provider is responsible for arranging gate clearances directly with facilities.
- b. DOCS will provide the following information when reporting problems:
  1. Facility name.
  2. Facility contact and phone number.
  3. Description of problem.
  4. Location of equipment.
  5. Service level of call.

- c. Vendor will provide an online trouble ticket system. When a problem is reported, provider will open a trouble report containing the following information that DOCS personnel can access online 24 hours, seven days a week.

1. Ticket number -- provided at time of call so DOCS can track progress of repair at any time.
2. Facility name and code.
3. Name of DOCS personnel who reported problem.
4. Name of vendor/DOCS personnel who opened ticket.
5. Time and date ticket was opened.
6. Description of problem reported.
7. ETA time and date of technician.
8. Name of technician dispatched.
9. Date, time, and name of DOCS facility personnel who signed off on work order.
10. Work order number.
11. A text page showing description of repair and problems encountered.
12. Problem code and solution code. To be used in generating a monthly report for DOCS describing number of occurrences by problem/solution code.
13. Trouble repaired - yes/no.
14. Service level of call.

DOCS personnel must be able to obtain hourly updates of all pending problems from ticket system.

The trouble reports must be accessible by facility, date ticket opened, trouble category, name of person who opened ticket, open or closed ticket status, and ticket number order. The user must then be able to select any trouble report in the category for detailed information.

Technicians must have facility personnel sign off on work order before leaving facility.

- d. Each respondent must detail escalation procedures. A full description of any automated problem resolution systems must be provided.
- e. The provider must supply one point of contact for reporting administrative billing issues using a dedicated 800 number for DOCS staff only.

### 3.23 - Maintenance

a. General Provisions

Maintenance is required on all equipment and wiring at a facility in processing any call made through the provider's equipment and/or network.

All required maintenance will be provided for the contract duration subsequent to acceptance of the system at no cost to DOCS.

b. Maintenance Center Location Staff Profile

Each proposal must contain a listing for the location from which maintenance personnel will be dispatched to service the systems. It is a mandatory requirement of this RFP that the provider must have maintenance personnel within a three-hour drive from each DOCS location throughout New York State. Failure to do so will result in noncompliance and disqualification of the bidder. A New York State map showing these locations has been provided in Attachment A. The proposal must also list the experience of service personnel at this location.

Service personnel must be factory trained and experienced with installation and maintenance of the proposed system and equipment. DOCS reserves the right to request copies of factory training certificates of service personnel. The DOCS reserves the right to reject any maintenance personnel it determines are unqualified to perform maintenance service on the proposed equipment.

c. Preventive Maintenance

Proposals shall specify the frequency and duration of preventive maintenance (PM) required for the proposed equipment. PM shall be performed according to a schedule which is mutually acceptable to DOCS and the provider. The schedule shall be consistent with the operating requirements of DOCS and shall be based upon the specific needs of the equipment being maintained. Bidders must include in their proposals a description of any Remote Administration and Maintenance Service arrangements which will be provided with the proposed system.

d. Remedial Maintenance

DOCS will maintain an Albany-based call screening service for all facilities. All service calls will be placed by this MIS-based unit. Remedial maintenance shall be performed upon notification to the provider that the equipment is inoperable or unsuitable for operation. The provider shall be responsible for assuring that on premise service for each request is provided in accordance with the following:

1. Priority Emergency Service - A "Priority Emergency" is a situation involving a "major loss" of system service which is defined as the inability of 10% or more of the stations to make or receive calls. The provider shall respond on site in Priority Emergencies within three (3) hours of notification at any time seven days a week, 24 hours a day. Upon the contractor's failure to respond on site within the three (3) hour time period, the State shall be entitled to a penalty of one hundred (\$100) dollars for every business hour (defined as 24 hours a day, 7 days a week, including weekends and legal holidays) beyond the three (3) hour time period up to the first 24 hour time period. The hourly penalty rate doubles for each consecutive 24 hour time period after the first 24 hour time period during which the provider does not respond on site.
2. Emergency Service - An "Emergency" is a situation involving a "critical" system failure in the opinion of the DOCS representative. The provider shall respond on site in Emergencies within eight (8) continuous business hours of notification at any time seven days a week, 24 hours a day. Upon the contractor's failure to respond on site within the eight (8) hour time period, the State shall be entitled to a penalty of one hundred (\$100) dollars for every business hour (defined as 24 hours a day, 7 days a week, including weekends and legal holidays) beyond the eight (8) hour time period up to the first 24 hour time period. The hourly penalty rate doubles for each consecutive 24 hour time period after the first 24 hour time period during which the provider does not respond on site.
3. Non-Emergency Service - A "Non-Emergency" is a situation involving a system failure of a scope less than that described for an Emergency. The provider shall respond on site in Non-Emergencies within twenty-four (24) continuous business hours after notification. DOCS business hours for this section are defined as 7:00 AM to 11:00 PM seven days a week. Upon the contractor's failure to respond on site within the twenty-four (24) hour time period, the State shall be entitled to a penalty of one hundred (\$100) dollars for every business hour (defined as 24 hours a day, 7 days a week, including weekends and legal holidays) beyond the twenty-four (24) hour time period up to the first 48 hour time period. The hourly penalty rate doubles for each consecutive 24 hour time period after the first 48 hour time period during which the provider does not respond on site.



The above response limitation includes travel time. Details of how the provider will meet this level of responsiveness, and how any exception will be dealt with must be described in the proposal. Remedial maintenance must be available twenty-four hours per day, seven days per week and holidays. If a service or maintenance call to the service center would result in DOCS incurring toll charges, the provider must provide a toll free telephone number.

e. Maintenance Request Reports

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

- a. Date and time notified.
- b. Date and time of arrival.
- c. Description of malfunction reported.
- d. Diagnosis of failure and work performed.
- e. Date and time failure was corrected.
- f. Charges for the service, if applicable.
- g. Name of person performing the service.
- h. Name of person and agency reporting trouble.

f. Maintenance Responsibility

Malfunctions which cannot be immediately diagnosed and pinpointed to a certain item of equipment or service will require the participation of all service suppliers until responsibility for the problem has been unequivocally established.

In no instance shall the failure to resolve the issue of responsibility relieve any of the suppliers of the mutual obligation to restore system operability with the least impact on the availability of service. DOCS reserves the right to adjudicate such matters after the fact and validate charges and/or maintenance credits applicable to the provision of the contracts or tariffs involved. As a part of maintenance responsibilities, provider shall represent DOCS with the regulated telephone company in order to identify and correct problems with service. The specific responsibilities will be described in the contract and will include responsibility for any charges from the regulated utility as a result of use of provider supplied equipment.

### 3.24 - Expansion Responsibilities

Whenever equipment needs to be replaced, moved or the number of telephones at a facility needs to be increased or moved or DOCS adds a new site requiring inmate telephone service, the responsibility and costs assumed by the provider and by DOCS are detailed as follows:

- a. The provider will be responsible for supplying all inmate telephone sets and any components such as handsets, pedestals, telephone enclosures, distribution cable connection, if needed, between the switch room and IDF closest to inmate phone location. Above equipment must meet DOCS' specifications.
- b. The provider will be responsible for purchase and installation of NEC PBX cards (T1 and station), installation of phones including site preparation and any construction work, installation and purchase of network interface equipment including T1 multiplexor, cards and configuration.
- c. The provider will be responsible for wiring from telephone to closest IDF as well as cross-connecting the PBX and MDF wiring.
- d. The provider is also responsible for purchase and installation of the site monitoring equipment including wiring and testing trunk/location integrity. It will be the responsibility of the provider to ensure each phone has recording capability.
- e. Vendor will provide a full T1 of frame relay for DOCS data at each new DOCS facility location.
- f. DACS connections are the responsibility of the provider at no cost to DOCS.
- g. VPN definitions are the responsibility of the provider.
- h. NEC equipment and wiring for administrative traffic will be the responsibility of DOCS.
- i. Vendor will provide T1 service for up to 4 video connections (336 kbs) at future video sites if required by DOCS.

When DOCS initiates a request for services or equipment listed above, the provider will have 30-days to complete the request.

### 3.25 - Validation

Provider must describe the process they will use to validate inmate calls including LIDB sources, back-up validation process (including rerouting of the validation process or caching). This description must specify whether this process will include routing through the PBX or use of a dedicated circuit.

### 3.26 - Training

Vendor must provide adequate training for facility personnel and Central Office staff on call processing equipment, recording equipment, network monitoring equipment, site monitoring equipment and any other equipment and services associated with this proposal as deemed necessary by DOCS.

### 3.27 - Personnel Profile

All personnel who will be performing work on-site for the installation, testing, and maintenance of this system, and providing services, such as project management, engineering, or training, etc., shall be required upon request to provide background information in the form of a resume' and basic identification data, including name, address, place and date of birth, and Social Security Number. DOCS retains the right to accept or reject any personnel who will be assigned to work on this project without having to state the reason.

### 3.28 - Phase-Out Plan

The provider shall offer DOCS a full explanation on how it will handle a phase-out situation at the end of the contract period, should the provider lose the next contract. The plan shall indicate any Commission adjustment that will take effect should the next provider not be able to phase-in its service for ninety (90) days. The provider shall also identify any equipment which will be owned by DOCS, and any equipment that will not be owned by DOCS, at the end of the contract. Any DOCS-owned equipment located outside the DOCS sites, such as recording equipment and software, must be provided to the next contract provider at no cost to DOCS or the new provider.

## Part 4: General Bid Conditions

The material in Part 4 describes how bid proposals are to be structured and provides general instructions about DOCS' position regarding receiving each proposal. This part also provides details on how the bid process shall operate. Bidders need to carefully review this material and to submit proposals that conform to its instructions.

### 4.1 - Awarding of Agreement

- a. Subject to review by the Office of the State Comptroller and the Division of the Budget. The final decision to award the Agreement shall rest with the Commissioner of the Department.
- b. DOCS reserves the right to reject any proposal that is determined not to be in the best interest of the Department.
- c. DOCS reserves the right to reject any and all proposals received in response to the RFP for any reason deemed appropriate.
- d. DOCS reserves the right to negotiate with one or more Bidders responding to the RFP in order to reach an Agreement that best serves the needs of the Department and the State.
- e. DOCS reserves the right to consider any economical and operational factors deemed necessary when evaluating each proposal.

### 4.2 - Criteria For Evaluation

The following categories and associated weighted value for each category shall be considered when evaluating proposals. Bidders shall find specific details for each category in Part 5, Bid Requirements.

- a. Commission Rates: 50% Value Rating: the evaluation of rates offered by each bidder including administrative rates.
- b. Service Proposed: 20% Value Rating: the evaluation of the narrative material submitted by the bidder that describes the nature of the service to be rendered, and the manner in which such service is to be provided. Detail requirements for this area are noted in Items 3.1 - 3.5, 3.9 - 3.10, 3.25, 3.28, 5.2, 5.3, and 5.4.
- c. Exceptions Taken: 5% Value Rating: the evaluation of the exceptions taken by the bidder and the recommendations to deal with those exceptions as provided by the bidder in accordance with Part 5, Item 5.5.
- d. Evaluation of Company and Proven Experience: 5% Value Rating: the evaluation of the bidder's company after reviewing the material submitted in accordance with Part 5, Items 5.6 and 5.7. The evaluation of the bidder's track record with either DOCS, other correctional systems, or the general public as known and understood by DOCS in accordance with Part 5, Item 8.
- e. Network Management and Problem Resolution 10% Value Rating: the evaluation of the bidders provision to DOCS of network management and problem resolution capabilities outlined in Items 3.22 and 3.23.
- f. Maintenance 10% Value: the evaluation of the bidder's response to Item 3.24.

#### 4.3 - Modifications of Bids

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

#### 4.4 - Withdrawal of Bids

- a. Bids may be withdrawn by a bidder after the formal bid date only upon written notice by the bidder.
- b. Telephone requests of withdrawal will not be accepted.

#### 4.5 - Bid Proposal Costs

- a. DOCS shall not be held liable for any costs incurred by a bidder in the preparation, and/or production, and/or submission of a proposal or any work performed by a bidder prior to the issuance of an award Agreement.
- b. DOCS shall not be held liable for any costs incurred by a bidder in the bidder's requirement to attend a mandatory pre-bid conference to be held in the Albany area.
- c. DOCS shall not be held liable for any costs incurred by a bidder in modifying or explaining details of the bidder's proposal in response to direct, written questions from DOCS.
- d. DOCS shall not be held liable for any costs incurred by a bidder in any negotiations with DOCS required to finalize and sign a formal Agreement document.

#### 4.6 - Mandatory Pre-Bid Conference

- a. Bidders intending to submit a proposal shall be required to attend a pre-bid conference to be held on the day indicated in Item 1.10b at the New York State Department of Correctional Services' Training Academy, 1134 New Scotland Road, Albany, NY 12208, beginning at 1:00 p.m.
- b. Failure to attend the mandatory pre-bid conference shall automatically disqualify a bidder from submitting a proposal; proposals submitted by bidders who failed to attend the pre-bid conference will not be accepted.
- c. All questions to be answered at the pre-bid conference shall be directed to the Department's RFP contact person identified in Item 1.11 and shall be submitted in writing two business days prior to the Bid Conference.
- d. A list of all questions sent in by all interested parties shall be made available at the start of the mandatory pre-bid conference.
- e. Questions not submitted prior to the mandatory pre-bid conference shall be answered at that conference only if DOCS believes to do so would be in the best interest of the State, or at a later date if time and details require.
- f. All answers provided at the mandatory pre-bid conference shall be supplied to all attendees in writing, within five (5) days after the conference.

#### 4.7 - Completeness of Proposal

- a. It is the responsibility of the bidder to verify the completeness of its proposal and its suitability to meet the requirements of this RFP.
- b. It shall be understood that the bidder shall be solely and ultimately responsible for all services proposed.

#### 4.8 - Submission of Documents

Due to the expected volume of responses to this RFP, the rules established for proposal content and format will be rigidly enforced. Variations from the rules prescribed herein will subject the bidder to outright disqualification. It is in the best interests of the bidder to become familiar with constraints imposed on its proposal so that the evaluation process can proceed in a timely manner.

- a. All proposals submitted shall be in typed form and shall address each Part and Item according to the requirements described in Part 5, Bid Requirements. In addition, all proposals must follow the format outlined in Attachment S - Proposal Table of Contents.
- b. All proposals must be in the possession of the DOCS contact person by the Close of Business on the day indicated in Item 1.10.c.
- c. Bidders shall submit a total of eight (8) copies of their proposals; each with original signatures.
- d. DOCS reserves the right to correct all mathematical errors contained in any proposal without the consent of the bidder.
- e. It shall be the responsibility of each bidder to see that its material is appropriately contained in some physical form that best guards against the loss of property in transit or in handling by DOCS once received.
- f. All materials submitted by the bidder shall become the property of DOCS and shall be controlled by the guidelines of the New York State Freedom of Information Law.
- g. Each vendor shall submit its proposal so that update pages can be easily incorporated into the original. The official name of the firm submitting the proposal must appear on the outside front cover of each binder, together with the name of the RFP contact person as given in Item 1.11 of the RFP.
- h. Each page of the proposal must have each major section of the proposal separated with index tabs to identify the major sections of the proposal as they are named in the table of contents.
- i. Each page of the proposal must be numbered consecutively from the beginning of the proposal, Executive Summary, through all appended material. Vendor's proposal must follow the format outlined in Attachment S - Proposal Table of Contents.
- j. On every provision that states a DOCS' requirement, such as Section 2.6 - Account Executives, the bidder must list each section and item, followed by READ AND AGREEED. If the bidder does not agree with a requirement, the bidder must clearly state its exception to the requirement and a proposed solution to the problem caused by its exception.

Exceptions to mandatory requirements will result in a proposal being disqualified from further review.

## Part 5: Bid Requirements

The material in Part 5 describes what is expected from Bidders in terms of how each proposal is to be presented to DOCS. Bidders must carefully review each requirement and provide all the information sought.

### 5.1 - Commission Rate Proposal:

Commission proposals shall be offered in terms of guaranteed commission rates based on the total monthly accepted and completed calls, whether billed and paid or not.

The commission rate must be a flat rate. Tiered rates will not be accepted.

### 5.2 - Description of Services Proposed

- a. Bidders shall fully explain, in written detail, those services their company intends to provide specifically related to the RFP under a narrative category entitled, Services Proposed.
- b. Bidders shall describe in detail how such services are to be delivered under a narrative category entitled, Delivery System. Key to this sub-section shall be a full analysis of how the April 2001 phase-in shall be handled to ensure no loss of service or revenue.
- c. Bidders must detail any operational differences from the DOCS present environment including new, enhanced, or removed features.
- d. Requirements considered by the bidder to be DOCS' responsibility shall be clearly spelled out under a narrative sub-category to be entitled DOCS Requirements.

### 5.3 - Cost Per Call Calculations

- a. Bidders shall indicate how the cost of each call is to be calculated indicating the per minute costs, the operator assisted surcharge, and any other charge to be incorporated into the Call Home Program rate structure and shall include copies of their rate structure in the proposal.
- b. Bidders shall clearly note how they round off costs per minute (in 6 second, 15 second, 30 second, etc. intervals) when calculating the cost to the end user.
- c. Bidders shall indicate charges they will be required to pay the regulated telephone companies for both access and egress.

### 5.4 - Management Reports

Bidders shall submit copies of currently used management records that come closest to meeting the specifications of reports noted in Item 2.9 - Detailed Reports, or shall offer proposed reports to be implemented as of 4/1/01 for DOCS' consideration.

### 5.5 - Exceptions

- a. All objections to conditions and requirements set forth in Parts 2, 3, and 4 of the RFP shall be detailed by the bidder under a category entitled Exceptions.
- b. Each exception shall reference the specific issue in the RFP that the bidder has a problem with (ex: Part 3, Item 3.12, Calling Protocols).
- c. Each exception shall be fully explained in narrative form by the bidder.
- d. For each exception taken, the bidder shall provide a recommendation that the bidder believes can resolve the difference.

### 5.6 - Company Background & Financial Status

- a. Bidders shall include such information as the company's history, present status, published corporate direction and the names and title(s) of the individual, partnership or corporation submitting the proposal.
- b. An overview of the bidder's company's telecommunications experience as a long distance service provider shall be included.
- c. Bidder shall provide its company's latest audited financial statement and any other pertinent financial data.
- d. Proposals must clearly indicate if the bidder is a subsidiary of another company, and if so, financial data on the parent company shall be included.

### 5.7 - Subcontracting

Bidders shall provide the names and addresses of all subcontracted worker groups, or companies to be employed by the bidder as of, 4/01/01 directly or indirectly related to the Agreement. Failure to provide the names and addresses of subcontractors shall be interpreted to mean that the bidder will perform all work associated with the Agreement with its own non-subcontracted resources.

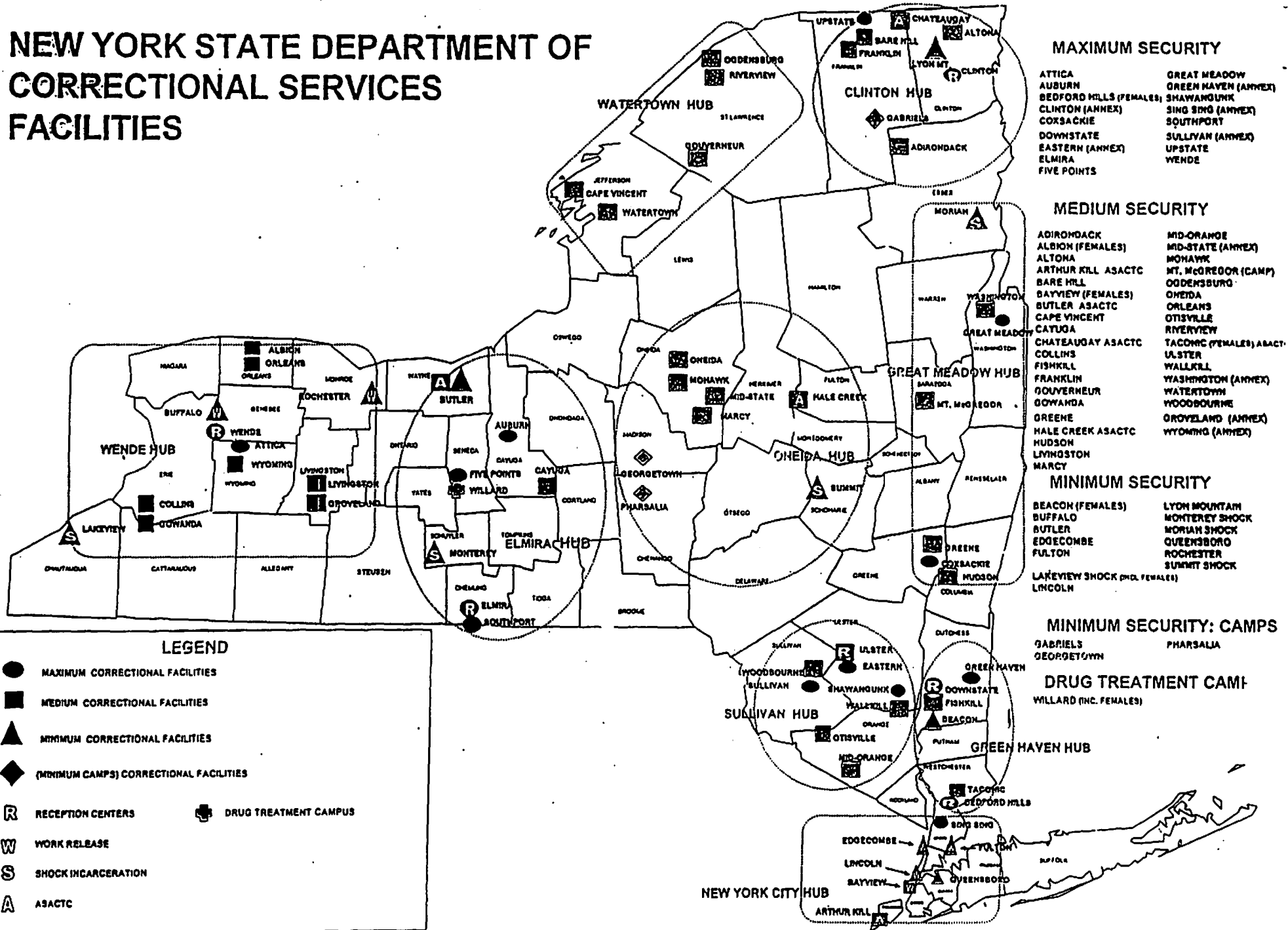
### 5.8 - Experience

Bidders shall provide the names of any Federal, State or local correctional facilities and/or systems where their services have been used in the past five (5) years.



# NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES FACILITIES

ATTACHMENT A



## MAXIMUM SECURITY

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

## MEDIUM SECURITY

- |                   |                        |
|-------------------|------------------------|
| ADIRONDACK        | MID-ORANGE             |
| ALBION (FEMALES)  | MID-STATE (ANNEX)      |
| ALTONA            | MOHAWK                 |
| ARTHUR KILL ASACT | MT. McCREGOR (CAMP)    |
| BARE HILL         | ODDENSBURO             |
| BAYVIEW (FEMALES) | ONEIDA                 |
| BUTLER ASACT      | ORLEANS                |
| CAPE VINCENT      | OTISVILLE              |
| CATUGA            | RIVERVIEW              |
| CHATEAUGAY ASACT  | TACOMA (FEMALES) ASACT |
| COLLINS           | ULSTER                 |
| FISHKILL          | WALLKILL               |
| FRANKLIN          | WASHINGTON (ANNEX)     |
| GOVERNOUR         | WATERLOO               |
| GOVANDA           | WOODBOURNE             |
| GREENE            | OROVYLAND (ANNEX)      |
| HALE CREEK ASACT  | WYOMING (ANNEX)        |
| HUDSON            |                        |
| LYNCHTON          |                        |
| MARCY             |                        |

## MINIMUM SECURITY

- |                               |                |
|-------------------------------|----------------|
| BEACON (FEMALES)              | LYON MOUNTAIN  |
| BUFFALO                       | MONTEREY SHOCK |
| BUTLER                        | MORIAN SHOCK   |
| EDGECOMBE                     | QUEENSBORO     |
| FULTON                        | ROCHESTER      |
| LAKEVIEW SHOCK (M.F. FEMALES) | SUMMIT SHOCK   |
| LINCOLN                       |                |

## MINIMUM SECURITY: CAMPS

- |            |           |
|------------|-----------|
| GABRIELS   | PHARSALLA |
| GEORGETOWN |           |

## DRUG TREATMENT CAMP

- |                        |
|------------------------|
| WILLARD (M.F. FEMALES) |
|------------------------|

### LEGEND

- MAXIMUM CORRECTIONAL FACILITIES
- MEDIUM CORRECTIONAL FACILITIES
- ▲ MINIMUM CORRECTIONAL FACILITIES
- ◆ (MINIMUM CAMPS) CORRECTIONAL FACILITIES
- R RECEPTION CENTERS
- W WORK RELEASE
- S SHOCK INCARCERATION
- A ASACT
- ⊕ DRUG TREATMENT CAMPUS

**NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES  
FACILITY LISTING**

**Adirondack Correctional Facility**  
Box 110  
Ray Brook, New York 12977-0110  
(518) 891-1343 (Essex County)

**Beacon Correctional Facility**  
P.O. Box 780  
Beacon, New York 12508-0780  
(845) 831-4200 (Dutchess County)

**Albion Correctional Facility**  
3595 State School Road  
Albion, New York 14411  
(716) 589-5511 (Orleans County)

**Bedford Hills Correctional Facility**  
247 Harris Road  
Bedford Hills, New York 10507-2499  
(914) 241-3100 (Westchester County)

**Altona Correctional Facility**  
Devils Den Road Box 125  
Altona, New York 12910-0125  
(518) 236-7841 (Clinton County)

**Buffalo Correctional Facility**  
P.O. Box 300  
Alden, New York 14004  
(716) 937-3786 (Erie County)

**Arthur Kill Correctional Facility**  
2911 Arthur Kill Road  
Staten Island, New York 10309-1101  
(718) 356-7333 (Richmond County)

**Butler Correctional Facility**  
Rt. 370, P.O. Box 388  
Red Creek, New York 13143  
(315) 754-6216 (Wayne County)

**Attica Correctional Facility**  
Box 149  
Attica, New York 14011-0149  
(716) 591-2000 (Wyoming County)

**Butler ASACTC**  
P.O. Box 400  
Red Creek, New York 13143  
(315) 754-8001 (Wayne County)

**Auburn Correctional Facility**  
135 State Street, Box 618  
Auburn, New York 13021  
(315) 253-8401 (Cayuga County)

**Camp Gabriels**  
Box 100  
Gabriels, New York 12939-0100  
(518) 327-3111 (Franklin County)

**Bare Hill Correctional Facility**  
Caller Box #20, Cady Road  
Malone, New York 12953  
(518) 483-8411 (Franklin County)

**Camp Georgetown**  
R.D. #1, Box 48  
Georgetown, New York 13072-9307  
(315) 837-4446 (Madison County)

**Bayview Correctional Facility**  
550 West 20th Street  
New York, New York 10011-2878  
(212) 255-7590 (New York County)

**Camp Pharsalia**  
496 Center Road  
South Plymouth, New York 13844-6777  
(607) 334-2264 (Chenango County)

# NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES FACILITY LISTING

Cape Vincent Correctional Facility  
Rt. 12E, Box 599  
Cape Vincent, New York 13618  
(315) 654-4100 (Jefferson County)

Edgecombe Correctional Facility  
611 Edgecombe Avenue  
New York, New York 10032-4398  
(212) 923-2575 (New York County)

Cayuga Correctional Facility  
P.O. Box 1150  
Moravia, New York 13118  
(315) 497-1110 (Cayuga County)

Elmira Correctional Facility  
Box 500  
Elmira, New York 14902-0500  
(607) 734-3901 (Chemung County)

Chateaugay Correctional Facility  
P.O. Box 320, Route 11  
Chateaugay, New York 12920  
(518) 497-3300 (Franklin County)

Fishkill Correctional Facility  
Box 307  
Beacon, New York 12508  
(845) 831-4800 (Dutchess County)

Clinton Correctional Facility  
P.O. Box 2000  
Dannemora, New York 12929  
(518) 492-2511 (Clinton County)

Five Points Correctional Facility  
6600 Route 96  
Romulus, New York 14541  
(607) 869-5111 (Seneca County)

Collins Correctional Facility  
P.O. Box 490  
Collins, New York 14034-0490  
(716) 532-4588 (Erie County)

Franklin Correctional Facility  
P. O. Box 10  
Malone, New York 12953  
(518) 483-6040 (Franklin County)

Coxsackie Correctional Facility  
Box 200  
West Coxsackie, New York 12051-0200  
(518) 731-2781 (Greene County)

Fulton Correctional Facility  
1511 Fulton Avenue  
Bronx, New York 10457-8398  
(718) 583-8000 (Bronx County)

Downstate Correctional Facility  
P.O. Box 445  
Fishkill, New York 12524-0445  
(845) 831-6600 (Dutchess County)

Gouverneur Correctional Facility  
Scotch Settlement Rd., P.O. Box 370  
Gouverneur, New York 13642-0370  
(315) 287-7351 (St. Lawrence County)

Eastern Correctional Facility  
Box 338  
Napanoch, New York 12458-0338  
(845) 647-7400 (Ulster County)

Gowanda Correctional Facility  
P.O. Box 350, South Road  
Gowanda, New York 14070-0350  
(716) 532-0177 (Erie County)

NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES  
FACILITY LISTING

Great Meadow Correctional Facility  
Box 51  
Comstock, New York 12821  
(518) 639-5516 (Washington County)

Livingston Correctional Facility  
Route 36, Sonyea Road  
Sonyea, New York 14556-0049  
(716) 658-3710 (Livingston County)

Green Haven Correctional Facility  
Route 216  
Stormville, New York 12582  
(845) 221-2711 (Dutchess County)

Lyon Mountain Correctional Facility  
3684 Route 374  
Lyon Mountain, New York 12952-0276  
(518) 735-4546 (Clinton County)

Greene Correctional Facility  
P. O. Box 8  
Coxsackie, New York 12051-0008  
(518) 731-2741 (Greene County)

Marcy Correctional Facility  
P.O. Box 5000  
Marcy, New York 13403  
(315) 768-1400 (Oneida County)

Groveland Correctional Facility  
Route 36, Sonyea Road  
Sonyea, New York 14556-0001  
(716) 658-2871 (Livingston County)

Mid-Orange Correctional Facility  
900 Kings Highway  
Warwick, New York 10990-0900  
(845) 986-2291 (Orange County)

Hale Creek ASACTC  
279 Maloney Road  
Johnstown, New York 12095  
(518) 736-2094 (Fulton County)

Mid-State Correctional Facility  
P.O. Box 216  
Marcy, New York 13403-0216  
(315) 768-8581 (Oneida County)

Hudson Correctional Facility  
Box 576  
Hudson, New York 12534-0576  
(518) 828-4311 (Columbia County)

Mohawk Correctional Facility  
P.O. Box 8450  
6100 School Road  
Rome, New York 13440  
(315) 339-5232 (Oneida County)

Lakeview Shock Incarceration C.F.  
P.O. Box T  
Brocton, New York 14716  
(716) 792-7100 (Chautauqua County)

Monterey Shock Incarceration Corr. Fac.  
R.D. #1, 2150 Evergreen Hill Road  
Beaver Dams, New York 14812-9718  
(607) 962-3184 (Schuyler County)

Lincoln Correctional Facility  
31-33 West 110th Street  
New York, New York 10026-4398  
(212) 860-9400 (New York County)

Moriah Shock Incarceration Corr. Fac.  
P.O. Box 999  
Mineville, New York 12956-0999  
(518) 942-7561 (Essex County)

**NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES  
FACILITY LISTING**

**Mt. McGregor Correctional Facility**  
Box 2071  
Wilton, New York 12831-5071  
(518) 587-3960 (Saratoga County)

**Shawangunk Correctional Facility**  
P.O. Box 750  
Wallkill, New York 12589-0750  
(845) 895-2081 (Ulster County)

**Ogdensburg Correctional Facility**  
One Correction Way  
Ogdensburg, New York 13669-2288  
(315) 393-0281 (St. Lawrence County)

**Sing Sing Correctional Facility**  
354 Hunter Street  
Ossining, New York 10562-5442  
(914) 941-0108 (Westchester County)

**Oneida Correctional Facility**  
6100 School Road  
Rome, New York 13440  
(315) 339-6880 (Oneida County)

**Southport Correctional Facility**  
P.O. Box 2000, Institution Road  
Pine City, New York 14871  
(607) 737-0850 (Chemung County)

**Orleans Correctional Facility**  
35-31 Gaines Basin Road  
Albion, New York 14411  
(716) 589-6820 (Orleans County)

**Sullivan Correctional Facility**  
Box AG, Riverside Drive  
Fallsburg, New York 12733-0116  
(845) 434-2080 (Sullivan County)

**Otisville Correctional Facility**  
Box 8  
Otisville, New York 10963-0008  
(845) 386-1490 (Orange County)

**Summit Shock Incarceration C.F.**  
R.F.D., Dibbles Road  
Summit, New York 12175-9608  
(518) 287-1721 (Schoharie County)

**Queensboro Correctional Facility**  
47-04 Van Dam Street  
Long Island City, NY 11101-3081  
(718) 361-8920 (Queens County)

**Taconic Correctional Facility**  
250 Harris Road  
Bedford Hills, New York 10507-2498  
(914) 241-3010 (Westchester County)

**Riverview Correctional Facility**  
P.O. Box 158  
Ogdensburg, New York 13669  
(315) 393-8400 (St. Lawrence County)

**Ulster Correctional Facility**  
P.O. Box 800, Berme Road  
Napanoch, New York 12458  
(845) 647-1670 (Ulster County)

**Rochester Correctional Facility**  
470 Ford Street  
Rochester, New York 14608-2499  
(716) 454-2280 (Monroe County)

**Upstate Correctional Facility**  
P.O. Box 2000  
Bare Hill Road  
Malone, New York 12953  
(518) 483-6997 (Franklin County)

**NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES  
FACILITY LISTING**

Wallkill Correctional Facility  
Box G  
Wallkill, New York 12589-0286  
(845) 895-2021 (Ulster County)

Washington Correctional Facility  
Box 180  
Comstock, New York 12821-0180  
(518) 639-4486 (Washington County)

Watertown Correctional Facility  
23147 Swan Road  
Watertown, New York 13601-9340  
(315) 782-7490 (Jefferson County)

Wende Correctional Facility  
P.O. Box 1187 (3622 Wende Road)  
Alden, New York 14004-1187  
(716) 937-4000 (Erie County)

Willard Drug Treatment Center  
P.O. Box 303  
7116 County Route 132  
Willard, New York 14588  
(607) 869-5500 (Seneca County)

Woodbourne Correctional Facility  
Riverside Drive  
Woodbourne, New York 12788  
(845) 434-7730 (Sullivan County)

Wyoming Correctional Facility  
P.O. Box 501, Dunbar Road  
Attica, New York 14011  
(716) 591-1010 (Wyoming County)

**ATTACHMENT C**  
**INMATE POPULATION AND TELEPHONE FIGURES**

<u>FACILITY</u>	<u># OF PHONES</u>	<u># OF INMATES</u>	<u>FACILITY</u>	<u># OF PHONES</u>	<u># OF INMATES</u>
ADIRONDACK	31	686	HUDSON	32	617
ALBION	54	1,348	LAKEVIEW	41	1,238
ALTONA	31	724	LINCOLN	8	338
ARTHURKILL	39	976	LIVINGSTON	33	842
ATTICA	89	2,197	LYON MTN.	6	156
AUBURN	45	1,790	MARCY	74	1,478
BAREHILL	71	1,727	MID-ORANGE	44	739
BAYVIEW	8	439	MIDSTATE	98	190
BEACON	10	240	MOHAWK	100	1,293
BEDFORD HILLS	45	846	MONTEREY	12	299
BUTLER	30	538	MORIAH	12	282
CAPE VINCENT	64	1,293	MOUNT MCGREGOR	21	856
CAYUGA	67	1,443	OGDENSBURG	27	792
CHATEAUGAY	10	248	ONEIDA	55	1,175
CLINTON	113	2,886	ORLEANS	64	1,490
COLLINS	60	1,526	OTISVILLE	40	759
COXSACKIE	83	1,067	PHARSALIA	11	257
DOWNSTATE	26	1,257	QUEENSBORO	38	609
EASTERN	78	1,199	RIVERVIEW	48	1,290
EDGECOMBE	7	377	SHAWANGUNK	38	568
ELMIRA	103	1,850	SING SING	77	2,263
FISHKILL	77	2,054	SOUTHPORT	32	928
FIVE POINTS	112	*	SULLIVAN	40	565
FRANKLIN	72	1,661	SUMMIT	10	230
FULTON	10	247	TACONIC	17	475
GABRIELS	19	360	ULSTER	40	925
GEORGETOWN	11	262	UPSTATE	32	1,437
GOUVERNEUR	63	191	WALLKILL	25	603
GOWANDA	78	2,320	WASHINGTON	47	1,061
GREAT MEADOW	82	1,660	WATERTOWN	51	863
GREEN HAVEN	91	2,208	WENDE	75	933
GREENE	71	1,744	WILLARD	39	887
GROVELAND	64	1,529	WOODBOURNE	48	948
HALE CREEK	22	489	WYOMING	75	1,782

\* Opening September 2000 - capacity of 1,500.

**ATTACHMENT D  
TELCO SERVICE SYSTEM**

**(AS OF JUNE 2000)**

FACILITY	SERVICE PROVIDER
1. ADIRONDACK,	BELL ATLANTIC
2. ALBION	BELL ATLANTIC
3. ALTONA	CHAMPLAIN TELE
4. ARTHUR KILL	BELL ATLANTIC
5. ATTICA	BELL ATLANTIC
6. AUBURN	BELL ATLANTIC
7. BARE HILL	BELL ATLANTIC
8. BAYVIEW	BELL ATLANTIC
9. BEDFORD HILLS	BELL ATLANTIC
10. BUFFALO	BELL ATLANTIC
11. BUTLER	BELL ATLANTIC
12. CAMP GABRIELS	FRONTIER COMM
13. CAMP GEORGETOWN	CITIZENS COMM
14. CAMP PHARSALIA	CITIZENS COMM
15. CAPE VINCENT	TDS TELECOM
16. CAYUGA	BELL ATLANTIC
17. CHATEAUGAY	BELL ATLANTIC
18. CLINTON	BELL ATLANTIC
19. COLLINS	BELL ATLANTIC
20. COXSACKIE	STATE TELEPHONE
21. DOWNSTATE	BELL ATLANTIC
22. EASTERN	BELL ATLANTIC
23. EDGECOMBE	BELL ATLANTIC
24. ELMIRA	BELL ATLANTIC
25. FISHKILL	BELL ATLANTIC
26. FIVE POINTS	TRUMANSBURG TELE
27. FRANKLIN	BELL ATLANTIC
28. FULTON	BELL ATLANTIC
29. GOUVERNEUR	BELL ATLANTIC
30. GOWANDA	BELL ATLANTIC
31. GREAT MEADOW	BELL ATLANTIC
32. GREEN HAVEN	FRONTIER COMM
33. GREENE	STATE TELEPHONE
34. GROVELAND	FRONTIER COMM
35. HALE CREEK	CITIZENS COMM
36. HUDSON	BELL ATLANTIC
37. LAKEVIEW	CHAUTAUQUA & ERIE TELE
38. LINCOLN	BELL ATLANTIC
39. LIVINGSTON	FRONTIER COMM
40. LYON MOUNTAIN	BELL ATLANTIC
41. MARCY	BELL ATLANTIC
42. MID-ORANGE	WARWICK VALLEY TELE
43. MIDSTATE	BELL ATLANTIC
44. MOHAWK	BELL ATLANTIC
45. MONTEREY	BELL ATLANTIC
46. MORIAH	BELL ATLANTIC



**ATTACHMENT D  
TELCO SERVICE SYSTEM**

**(AS OF JUNE 2000)**

<b>FACILITY</b>	<b>SERVICE PROVIDER</b>
47. MT. MCGREGOR	BELL ATLANTIC
48. OGDENSBURG	BELL ATLANTIC
49. ONEIDA	BELL ATLANTIC
50. ORLEANS	BELL ATLANTIC
51. OTISVILLE	CITIZENS COMM
52. QUEENSBORO	BELL ATLANTIC
53. RIVERVIEW	BELL ATLANTIC
54. ROCHESTER	FRONTIER COMM
55. SHAWANGUNK	FRONTIER COMM
56. SING SING	BELL ATLANTIC
57. SOUTHPORT	BELL ATLANTIC
58. SULLIVAN	BELL ATLANTIC
59. SUMMIT	MIDDLEBURG TELE
60. TACONIC	BELL ATLANTIC
61. ULSTER	BELL ATLANTIC
62. UPSTATE	BELL ATLANTIC
63. WALLKILL	FRONTIER COMM
64. WASHINGTON	BELL ATLANTIC
65. WATERTOWN	BELL ATLANTIC
66. WENDE	BELL ATLANTIC
67. WILLARD	TRUMANSBURG TELE
68. WOODBOURNE	BELL ATLANTIC
69. WYOMING	BELL ATLANTIC

**ADMINISTRATIVE OFFICES**

1. WATERVLIET AVE.	BELL ATLANTIC
2. 550 BROADWAY	BELL ATLANTIC
3. NEW SCOTLAND AVE.	BELL ATLANTIC
4. LONG ISLAND CITY	BELL ATLANTIC

# DOCS INMATE PHONE HOME SYSTEM DATA EXCHANGE REQUIREMENTS/DENIAL CODES

ATTACHMENT E

## I. INTRODUCTION

### A. GENERAL DESCRIPTION

The Department of Correctional Services and the phone vendor interact to exchange a variety of information. On a nightly basis, DOCS provides information concerning inmates entering and leaving the Department, inmates' authorized call lists, and inmates restricted from placing calls. The vendor provides the details of the previous day's calls, made by inmates, both complete and incomplete.

DOCS provides the facility location of each inmate in its population on a nightly basis. Hourly updates are also available during normal operation hours, usually from about 2:00 AM through 11:00 PM.

On a one-time basis for start-up purposes, the Department will provide the vendor with a full start-up tape dataset, that includes all the files in the formats indicated for daily changes as described in the following pages.

### B. CONCEPTS

The phone home program operated by the vendor provides for call blocking by inmate. This requires the maintenance of a file of phone numbers each inmate is allowed to call, and the authorization code for each inmate. The Department's Locator system records information concerning each inmate's admission to and release from the Department. Admission and release transactions will be passed to the vendor each night as Inmate adds and deletes. To reduce abuse of these "auth codes", the codes will be deleted from the vendor authorization file upon an inmate's release.

DOCS operates a computer application that records and collects data concerning inmates' phone calls. The Phone Number Registration subsystem records the phone numbers each inmate is allowed to call. Each inmate is allowed to register 15 phone numbers. All others are blocked by the vendor. Any changes to inmate-allowed call lists will be sent to a vendor PC each night via Netview FTP software. The files are then transferred using a computer-to-computer phone link to the vendor. Modifications to the call list will be sent as add, delete or replace transactions.

The Department's Inmate Disciplinary system records among other penalties, the loss of the privilege to use the phone home program. A file of phone privilege restrictions will be sent to the vendor nightly. These transactions will contain the date the restriction is to expire.

**DOCS INMATE PHONE HOME SYSTEM  
DATA EXCHANGE REQUIREMENTS/DENIAL CODES**

**ATTACHMENT E**

An ancillary system to associate phones (by "ANI") to specific locations within specific facilities is also maintained. File transfer of ANI location file changes will also be done on a nightly basis, following the file transfer of Inmate Change transactions.

A nightly file of all inmates under custody along with their current facility location will also be sent after Inmate and ANI file transfer, to reconcile each inmate's current location. The vendor will also receive on an hourly basis during the day, through a computer-to-computer interface, all changes to inmates location that have occurred since the last hourly update or the last nightly Undercustody file send was done.

In return, the vendor must provide a call detail file to the DOCS computer each night. This file, containing the dates, times, auth codes, phone numbers, elapsed times, etc. for each call (including uncompleted calls), will be posted to an application file to allow inquiry and reporting to by authorized users of the DOCS computer, to answer questions about the calling patterns of an individual inmate or to a specified phone number.

**C. SELF-LEARNING MODE**

Phones located in DOCS reception centers and other facilities where inmates initially enter are designated differently, by "ANI" class of service level. Incoming inmates are given a temporary authorization code (PIN) which allows a seven day period of calling without a DOCS provided call list. A phone with this class of service allows such calls, but the calls are subject to self-learning controls. Self-learning adds new numbers to the inmate's self-learned list up to a maximum of 15. When the list is full, any numbers called must be on the self-learned list. An inmate has a temporary PIN only until DOCS provides a calling list of one or more numbers OR the seven day time limit is passed. Any inmate with a permanent PIN using a phone with this class of service will be subject to the normal rules of the default class of service.

**II. DOCS-TO-VENDOR DATA EXCHANGE**

**A. PIN**

Every inmate is assigned an eight digit numeric authorization code or Personal Identification Number (PIN) to input prior to entering the called phone number. This PIN is derived from the inmate's DOCS Department ID Number (DIN) as described below:

**PIN** = YYNNSSSS where  
**YY** = Year portion of the inmate's DIN  
**NN** = Alpha portion of the inmate's DIN converted to the ordinal position of the letter in the alphabet  
**SSSS** = sequence number portion of the inmate's DIN

**B. NIGHTLY BATCH FILE PREPARATION**

Following normal end-of-night processing for Inmate Systems, DOCS will prepare and transmit three files to a vendor PC via Netview FTP software. The files are then transferred using a computer-to-computer phone link to the vendor. These files are described in the following pages. These files are:

1. Inmate Information Change File
2. ANI Change File
3. Inmate Undercustody Location File

**C. INMATE INFORMATION CHANGE FILE**

This file consists of three transaction types: Inmate changes, Restriction changes, and Phone number changes. Although each transaction type may be prepared separately, all three transaction types will be merged into a single file with mixed record formats detailed at the end of this document. The transaction file will be in auth code (PIN) order within transaction type. The transaction types are in the order stated above. The vendor must process the transactions in the order provided. All translation of DINs to PINs will be done as part of the file preparation.

**1. Inmate Information Change File - Inmate Adds/Deletes/Replaces**

Inmate transaction types consist of an Add, Delete or Replace transaction. Adds and Deletes are based upon the DOCS Locator system admission and release/discharge transactions that were entered during the day. Replace transactions are generated by a change in an inmate's Hearing

**DOCS INMATE PHONE HOME SYSTEM  
DATA EXCHANGE REQUIREMENTS/DENIAL CODES**

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Impaired Indicator. On any given day there will be no more than one Inmate transaction per PIN.

**2. Inmate Information Change File - Restrictions**

Restriction transaction types consist of an Add, Delete, or Replace transaction. These transactions will come from the DOCS Inmate Disciplinary system. The restriction end date is supplied on each transaction. These records will be used to temporarily block the use of the phone home program from those inmates with penalty dates. The penalty expiration must be checked by the vendor and the restriction removed from the vendor's authorization file on a nightly basis, when the expiration date has been reached. This will ensure that on those occasions when file transfer is unsuccessful, an inmate whose restriction expired the day before will be allowed to make calls on the first day he/she should be allowed. On any given day there will be no more than one Restriction transaction per PIN.

**3. Inmate Information Change File - Phone Number Changes**

Phone Number transaction types consist of an Add, Delete or Replace transaction. These transactions come from the Phone Number Registration part of the DOCS Phone Home system. On any given day an inmate may have any number of Phone Number Add, Delete and/or Replace transactions.

**D. ANI CHANGE FILE**

This file consists of Adds and Deletes of ANI phone numbers. ANI's are phones within the DOCS facilities from which inmates are allowed to make calls. These ANI phone numbers differ from normal phone numbers in that the middle three digits, usually the exchange, is actually the DOCS three digit facility code where the ANI is located. Each ANI phone is assigned a class of service level, which determine what rules are to be applied to the inmates placing calls from these phones. See the record layout and service level definitions for more-detail. On any given day there may or may not be any ANI transaction records. A file will always be sent, containing a Header and Trailer record, even if there are no Detail records.

**E. INMATE UNDERCUSTODY LOCATION FILE**

This file consists of one record for each inmate who is under custody on the DOCS Locator system, including PIN and current facility location, at the time the file is created. This is not a file of transactions, like the Inmate and ANI files. It

# DOCS INMATE PHONE HOME SYSTEM DATA EXCHANGE REQUIREMENTS/DENIAL CODES

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is a static file of the inmate population at the given point in time. This file is used by the vendor to reconcile each inmate's current DOCS facility location.

## F. LOCATOR CHANGE FILE

In addition to the nightly reconciliation of inmate facility location, during each hour of normal operations DOCS will write all inmate location changes since the last hourly update to a file and transfer it to a vendor PC via Netview FTP software. Upon the first update of the day, all location changes since the previous night's Inmate Undercustody Location file transfer are written. This temporary file is in the same format as the nightly location file, with a Header and Trailer record. The files are then transferred using a computer-to-computer phone link to the vendor. The vendor must process these updates so that inmates can call from their new location within an hour of entry of the DOCS Locator transaction recording the arrival.

## G. EXCHANGE REQUIREMENTS

Each of the three nightly files has a Header record as the first record of the file and a Trailer record as the last record of the file. The data portion of each file is labeled as a Detail record. There may be none or many Detail records in each file. If the file transfer is unsuccessful for either the Inmate Information Change file or the ANI Change file, the next day's data will be appended to the end of the file. In this way, each day's transactions will be accumulated until a successful file transfer has been completed. It should be noted that if either of these files contains more than one day's worth of transactions, there will be a Header and Trailer record for each day. No attempt is made to consolidate multiple days' transactions within one Header and Trailer. The vendor's program on the receiving end must be prepared to process a file with multiple Header-Details-Trailer sequences of data.

The Inmate Undercustody Location file does not get appended to the next night, if the file transfer is unsuccessful. Because this is a static file, each nightly create overwrites the previous night's file. This file will always contain only one file in Header-Details-Trailer format.

## H. SEQUENCE REQUIREMENTS

The Inmate Information Change file is the first file transferred each night. The transactions in this file must be processed in the order in which they are received by the vendor. The ANI file is the second file transferred each night. This file should also be processed in the order in which it is received by the vendor. After the first two files have been processed by the vendor, the third file to be transferred is the Inmate Undercustody Location file. This file is to be used by the vendor to reconcile the facility location for each PIN. This file should be the

**DOCS INMATE PHONE HOME SYSTEM  
DATA EXCHANGE REQUIREMENTS/DENIAL CODES**

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last file processed each night by the vendor.

**III. VENDOR-TO-DOCS DATA EXCHANGE**

**A. CALL DETAIL FORMAT/REQUIREMENTS**

Each night (after midnight), the vendor will transmit to DOCS a file of call detail information for all attempted and completed calls for the day just ended. The call detail file will be used to provide online inquiry and reports on the call details. The inquiries and reports will be used primarily to answer two basic questions: what phone numbers did a particular inmate call and which inmates called a particular number or numbers. The call detail file will be posted to a DB2 table on the DOCS computer by a nightly batch program. Auth codes (PINS) will be translated to DINs before the posting process.

The Call Detail file received from the vendor should begin with a Header record and end with a Trailer record. The accompanying record layout provides the necessary information required. A listing of incomplete call reason codes follows the record layout.

If the transfer of the Call Detail file is unsuccessful, attempts will be made to receive it during the day. Only one day's worth of call details should be on a file. If call details from a previous day are not transmitted, no attempts should be made to accumulate two days' worth into one file. The vendor should keep the past seven days' worth of Call Detail files as history, and available to DOCS to receive in the event nightly processing is disrupted and call details must be recovered from a previous day.

**DOCS INMATE PHONE HOME SYSTEM  
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**INMATE INFORMATION TRANSMISSION FILE LAYOUT**

**HEADER RECORD FORMAT:**

REC POSITION	PICTURE	FIELD DESCRIPTION - VALUE
01 - 03	X (03)	RECORD TYPE - 'HDR'
04 - 09	9 (06)	C.O.B. DATE (YYMMDD)
10 - 16	X (07)	FILLER
17 - 19	9 (03)	COMPANY NUMBER - 100 (FOR USAN)
20 - 29	X (10)	COMPANY NAME - 'USAN
30 - 37	X (08)	FILLER SPACES
38 - 43	X (06)	FILE NAME - 'INMATE
44 - 48	X (05)	FILLER SPACE

**DETAIL RECORD FORMAT:**

REC POSITION	PICTURE	FIELD DESCRIPTION - VALUE
01 - 03	X (03)	RECORD TYPE - 'DTL'
04 - 11	9 (08)	AUTH CODE (PIN)
12 - 12	X (01)	TRANS TYPE I = INMATE P = PHONE # R = RESTRICTION
13 - 13	X (01)	TRANS ACTION A = ADD D = DELETE R = REPLACE (ALL TRANS TYPE)
14 - 27	X (14)	DETAIL INFO (DEPENDENT ON TRANS TYPE) IF TYPE=I - ZERO FILLED IF TYPE=P - PHONE # (NPANXXYYYYBBBB) NPA = AREA CODE NXX = EXCHANGE YYYY = EXTENSION BBBB = SPACES IF TYPE=R - EXPIRATION DATE (CCYYMMDD000000)
28 - 28	X (01)	HEARING IMPAIRED INDICATOR (FOR TYPE I ONLY) IF TYPE=I - 1=HEARING IMPAIRED PIN 2=TTY ENABLED PIN BLANK=NEITHER 1 OR 2 NOTE: FIELD IS BLANK FOR TYPE P & R
29 - 29	X (01)	TTY/TRS INDICATOR (FOR TYPE P ONLY) IF TYPE=P - 1=TTY PHONE # 2=TRS PHONE # BLANK=NON TTY/TRS PHONE # NOTE: FIELD IS BLANK FOR TYPE I & R
30 - 48	X (19)	FILLER SPACES



**DOCS INMATE PHONE HOME SYSTEM  
DATA EXCHANGE REQUIREMENTS/DENIAL CODES**

**ATTACHMENT E**

**INMATE INFORMATION TRANSMISSION FILE LAYOUT**

**TRAILER RECORD FORMAT:**

<b>REC POSITION</b>	<b>PICTURE</b>	<b>FIELD DESCRIPTION - VALUE</b>
01 - 03	X (03)	RECORD TYPE - 'TRL'
04 - 09	9 (06)	C.O.B. DATE (YYMMDD)
10 - 16	X (07)	FILLER
17 - 19	9 (03)	COMPANY NUMBER - 100 (FOR USAN)
20 - 29	X (10)	COMPANY NAME - 'USAN
30 - 37	9 (08)	RECORD COUNT (INCLUDING HEADER & (TRAILER)
38 - 43	X (06)	FILE NAME - 'INMATE'
44 - 48	X (05)	FILLER SPACES

DOCS INMATE PHONE HOME SYSTEM  
 DATA EXCHANGE REQUIREMENTS/DENIAL CODES

ATTACHMENT E

ANI TRANSMISSION FILE LAYOUT

HEADER RECORD FORMAT:

REC POSITION	PICTURE	FIELD DESCRIPTION - VALUE
01 - 03	X (03)	RECORD TYPE - 'HDR'
04 - 09	X (06)	C.O.B. DATE (YYMMDD)
10 - 16	X (07)	FILLER - SPACES
17 - 19	9 (03)	COMPANY NUMBER - 100 (FOR USAN)
20 - 29	X (10)	COMPANY NAME - 'USAN
30 - 37	X (08)	FILLER - SPACES
38 - 43	X (06)	FILE NAME - 'ANI'
44 - 80	X (37)	FILLER - SPACES

DETAIL RECORD FORMAT:

REC POSITION	PICTURE	FIELD DESCRIPTION - VALUE
01 - 02	X (03)	RECORD TYPE - 'DTL'
04 - 13	9 (10)	ANI PHONE NUMBER (AAASSSNNNN) AAA = AREA CODE SSS = SITE CODE NNNN = TRUNK NUMBER
14 - 16	X (03)	FACILITY CODE
17 - 28	X (12)	FACILITY NAME
29 - 44	X (16)	ANI LOCATION
45 - 45	X (01)	RECEPTION INDICATOR - SPACE
46 - 50	X (05)	AUDIO LINE
51 - 51	X (01)	TRANSACTION TYPE A = ADD D = DELETE
52 - 52	X (01)	CLASS OF SERVICE '1' THROUGH '5'
53 - 53	X (01)	TTY INDICATOR (Y OR BLANK)
54 - 80	X (27)	FILLER - SPACES

TRAILER RECORD FORMAT:

REC POSITION	PICTURE	FIELD DESCRIPTION - VALUE
01 - 03	X (03)	RECORD TYPE - 'TRL'
04 - 09	X (06)	C.O.B. DATE (YYMMDD)
10 - 16	X (07)	FILLER - SPACES
17 - 19	X (03)	COMPANY NUMBER - 100 (FOR USAN)
20 - 29	X (10)	COMPANY NAME - 'USAN
30 - 37	9 (08)	RECORD COUNT (INCLUDING HEADER & TRAILER)
38 - 43	X (06)	FILE NAME - 'ANI
44 - 80	X (37)	FILLER - SPACES

**DOCS INMATE PHONE HOME SYSTEM  
DATA EXCHANGE REQUIREMENTS/DENIAL CODES**

**ATTACHMENT E**

**RECORD LAYOUTS**

**ANI PHONE REGISTRATION - CLASS OF SERVICE LEVELS**

<u>LEVEL</u>	<u>DEFINITION</u>
1 (Default)	PIN Required Calling List Required Disciplinary Hold Applies
2	PIN Required Calling List Required Disciplinary Hold NOT Applied
3	PIN Required Calling List NOT Required Disciplinary Hold Applies
4	PIN Required Calling List NOT Required Disciplinary Hold NOT Applied
5	PIN NOT Required Calling List NOT Required Disciplinary Hold NOT Applied

DOCS INMATE PHONL HOME SYSTEM  
 DATA EXCHANGE REQUIREMENTS/DENIAL CODES

ATTACHMENT E

UNDERCUSTODY LOCATION FILE LAYOUT

HEADER RECORD FORMAT:

REC POSITION	PICTURE	FIELD DESCRIPTION - VALUE
01 - 03	X (03)	RECORD TYPE - 'HDR'
04 - 09	9 (06)	C.O.B DATE (YYMMDD)
10 - 16	X (07)	FILLER SPACES
17 - 19	9 (03)	COMPANY NUMBER - 100 (FOR USAN)
20 - 29	X (10)	COMPANY NAME - 'USAN
30 - 37	X (08)	FILLER SPACES
38 - 43	X (06)	FILENAME - 'LOCATOR'
44 - 48	X (05)	FILLER SPACES

DETAIL RECORD FORMAT:

REC POSITION	PICTURE	FIELD DESCRIPTION - VALUE
01 - 03	X (03)	RECORD TYPE - 'DTL'
04 - 11	9 (08)	PIN NUMBER
12 - 13	X (02)	FACILITY CODE
14 - 14	X (01)	POSSIBLE FUTURE USE (SUBDIVISION CODE)
15 - 48	X (34)	FILLER SPACE

TRAILER RECORD FORMAT:

REC POSITION	PICTURE	FIELD DESCRIPTION - VALUE
01 - 03	X (03)	RECORD TYPE - 'TRL'
04 - 09	9 (06)	C.O.B. DATE (YYMMDD)
10 - 16	X (07)	FILLER SPACES
17 - 19	9 (03)	COMPANY NUMBER - 100 (FOR USAN)
20 - 29	X (10)	COMPANY NAME - 'USAN
30 - 37	9 (08)	RECORD COUNT (INCLUDING HEADER & TRAILER)
38 - 43	X (06)	FILENAME - 'LOCATOR'
44 - 48	X (05)	FILLER SPACES

**DOCS INMATE PHONE HOME SYSTEM  
DATA EXCHANGE REQUIREMENTS/DENIAL CODES**

**ATTACHMENT E**

**LOCATOR CHANGE FILE LAYOUT**

**HEADER RECORD FORMAT:**

REC POSITION	PICTURE	FIELD DESCRIPTION - VALUE
01 - 03	X (03)	RECORD TYPE - 'HDR'
04 - 09	9 (06)	C.O.B DATE (YYMMDD)
10 - 16	X (07)	FILLER SPACES
17 - 19	9 (03)	COMPANY NUMBER - 100 (FOR USAN)
20 - 29	X (10)	COMPANY NAME - 'USAN
30 - 37	X (08)	FILLER SPACES
38 - 43	X (06)	FILENAME - 'LOCCHG'
44 - 48	X (05)	FILLER SPACES

**DETAIL RECORD FORMAT:**

REC POSITION	PICTURE	FIELD DESCRIPTION - VALUE
01 - 03	X (03)	RECORD TYPE - 'DTL'
04 - 11	9 (08)	PIN NUMBER
12 - 13	X (02)	FACILITY CODE
14 - 14	X (01)	POSSIBLE FUTURE USE (SUBDIVISION CODE)
15 - 48	X (34)	FILLER SPACE

**TRAILER RECORD FORMAT:**

REC POSITION	PICTURE	FIELD DESCRIPTION - VALUE
01 - 03	X (03)	RECORD TYPE - 'TRL'
04 - 09	9 (06)	C.O.B. DATE (YYMMDD)
10 - 16	X (07)	FILLER SPACES
17 - 19	9 (03)	COMPANY NUMBER - 100 (FOR USAN)
20 - 29	X (10)	COMPANY NAME - 'USAN
30 - 37	9 (08)	RECORD COUNT (INCLUDING HEADER & TRAILER)
38 - 43	X (06)	FILENAME - 'LOCCHG'
44 - 48	X (05)	FILLER SPACES

**DOCS INMATE PHONE HOME SYSTEM  
DATA EXCHANGE REQUIREMENTS/DENIAL CODES**

**ATTACHMENT E**

**CALL DETAIL TRANSMISSION FILE LAYOUT**

**HEADER RECORD FORMAT:**

REC POSITION	PICTURE	FIELD DESCRIPTION - VALUE
01 - 03	X (03)	RECORD TYPE - 'HDR'
04 - 09	9 (06)	C.O.B DATE (YYMMDD)
10 - 16	X (07)	FILLER SPACES
17 - 19	9 (03)	COMPANY NUMBER - 100 (FOR USAN)
20 - 29	X (10)	COMPANY NAME - 'USAN'
30 - 80	X (51)	FILLER SPACES

**DETAIL RECORD FORMAT:**

REC POSITION	PICTURE	FIELD DESCRIPTION - VALUE
01 - 03	X (03)	RECORD TYPE - 'DTL'
04 - 11	9 (08)	CALLING DATE (CCYYMMDD)
12 - 21	9 (10)	ANI PHONE NUMBER (AAASSSNNNN) AAA = AREA CODE SSS = SITE CODE (FACILITY CODE NNNN = TRUNK NUMBER
22 - 35	X (14)	PHONE CALLED (NPANXXYYYYBBBB) NPA = AREA CODE NXX = EXCHANGE YYYY = EXTENSION BBBB = SPACES
36 - 49	X (14)	BILLING NUMBER (NPANXXYYYYBBBB)
50 - 55	9 (06)	TIME CALLED (HHMMSS)
66 - 61	9 (06)	ELAPSED TME (MMMMSS)
62 - 63	9 (02)	CALL TYPE (00 OR 01)
64 - 64	X (01)	BILLABLE (Y OR N)
65 - 72	X (08)	PIN (8 DIGIT PIN)
73 - 73	X (01)	LOCAL (L OR N)
74 - 75	X (02)	INCOMPLETE CODE (BLANK FOR COMPLETED CALLS)
76 - 77	X (02)	THIRD PARTY CALL DETECT COUNTER
78 - 78	X (01)	THIRD PARTY CALL DETECT ACTION
79 - 79	X (01)	RECORDING INDICATOR (A, B OR BLANK)
80 - 80	X (01)	TTY/TRS INDICATOR (1=TTY, 2=TRS, OR BLANK)

**DOCS INMATE PHONE HOME SYSTEM  
DATA EXCHANGE REQUIREMENTS/DENIAL CODES**

**ATTACHMENT E \***

**TRAILER RECORD FORMAT:**

<b>REC POSITION</b>	<b>PICTURE</b>	<b>FIELD DESCRIPTION - VALUE</b>
01 - 03	X (03)	RECORD TYPE - 'TRL'
04 - 09	9 (06)	C.O.B. DATE (YYMMDD)
10 - 16	X (07)	FILLER SPACES
17 - 19	9 (03)	COMPANY NUMBER - 100 (FOR USAN)
20 - 29	X (10)	COMPANY NAME - 'USAN
30 - 37	9 (08)	RECORD COUNT (INCLUDING HEADER & TRAILER)
38 - 80	X (43)	FILLER SPACES

RECORD LAYOUTS

CALL DETAIL FILE - INCOMPLETE CALL REASONS

<u>CODE</u>	<u>DEFINITION</u>
01	Global Block - person called and asked not to get collect calls from Inmates.
02	Call not made during operating hours.
03	NY Telephone or some other telephone company has a block on the Number - usually due to nonpayment.
04	Invalid PIN - inmate punched in a PIN # that could not be validated.
05	Number dialed was not on the inmate's active Personal Calling List.
06	Inmate denied phone privileges by DOCS for disciplinary reasons.
07	Historical.
08	Inmate hung up during the initial hold period.
09	Public Pay Phone.
10-13	MCI/Support Operations Issue.
14	Busy - party called was already on the line.
15	Party called was not home or failed to pick up within 6 rings.
16	Inmate hung up while party called was listening to message.
17	Party called declined the collect call.
18	Historical.
19	MCI/Support Operations Issue.
20	7 Day Window for self-learning has expired.
21	List Full. Not allowed. Inmate called new number while on self-learning.
22	Limit of 6 non-accepted calls to a number was exceeded.



**DOCS INMATE PHONE HOME SYSTEM  
DATA EXCHANGE REQUIREMENTS/DENIAL CODES**

**ATTACHMENT E**

**CALL DETAIL FILE - INCOMPLETE CALL REASONS (continued)**

<u>CODE</u>	<u>DEFINITION</u>
23	Unable to validate. Could not access validation server.
24	DOCS Security Block.
25	Customer requested block.
26	VAC non-payment block.
27	VAC tease block.
28	PIN # not registered at facility.
29	Validation server responded with error.
30	Account Suspended - VAC restriction due to depleted credit.
31	Extra digits dialed.
32	Technical issue.
33	Inmate dialed 0.
34-35	MCI issue.
36	Invalid number dialed.
38	PIN search failed.
39	PIN in use.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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<b><u>GENERAL</u></b>	<b><u>PAGE</u></b>
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14. Governing Law	2
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STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD ROY  
ASSISTANT COMMISSIONER

August 30, 2000

To All Potential Bidders:

Dear Potential Bidder:

Please note the following addendums to the Inmate Call Home RFP:

Section 4.2 –Criteria for Evaluation (page 36)

The following items:

- b. Services proposed 20% add 2.17, 3.6, 3.7, and 3.8.
- d. Evaluation of Company and Proven Experience will now include Evaluation of submission of documents (Section 4.8). Add sentence "Evaluation of bidder's ability to follow proposal format as outlined in Section 4.8."
- e. Network Management and Problem Resolution should be changed to Items 3.21 and 3.22.
- f. Maintenance 10% Value should be changed to *Maintenance and Expansion Responsibility 10% Value* and should reference Items 3.23 and 3.24.

Section 5.1 –Commission Rate Proposal (page 39)

Please submit proposal for Commission Rate in separately sealed envelope. This includes your response to Item 3.3 – Administrative Telephone Services (page 22), which must follow the format of Attachment H – Administrative Traffic Rates and the data circuit option (Attachment 5 to this memo).

I have also included the following attachments:

Attachment 1 is a copy of the Contract Reporter Ad that erroneously stated the contract term would be 3 – 5 years. The actual term is 5 – 7 years (5 years with the possibility of 2 one-year extensions).

Attachment 2 is the required Performance Bond.

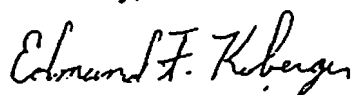
Attachment 3 is questions and answers received to date.

Attachment 4 is a revised Attachment D - Telco Service System. Camp Beacon was erroneously omitted in the RFP.

Attachment 5 is an addendum to Section 3.4.c (page 23) regarding a data circuit option.

Please note that the deadline for all questions will be September 18, 2000.

Sincerely,



Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

Attachments

cc: Ron Courington  
Steve Gasorowski  
Ken VanDeWal  
Sharon Shear

**ATTACHMENT 1**

(518) 474-5370  
 (518) 486-2361 FAX  
 Same As Above

Submit To:

**19 0608-128 Production of Television Ads for EPIC Program \***  
**Description:** Create four 30-second testimonial television ads to raise awareness of EPIC, New York State's prescription plan for seniors. The NYS Dept. of Health (DOH) is requesting proposals for four 30-second ads to promote awareness that the income requirements for participation in the EPIC program have been expanded. The ads will be unscripted testimonials, using actual EPIC participants the program has identified. Three of the ads will be in English and one in Spanish. One of the English ads will be shot in the Capital Region of upstate New York and the remaining three will be shot in New York City. The Scope of Work for this project will be scouting and arranging for locations, arranging transportation for the participants to and from the locations, shooting the spots, and post-production to the final master. Requirements: Budget specifications must include: All production costs (an estimated four days of shooting, crew, travel, location fees, stock, transfers, editing (minimum of eight hours online, music, Chyron, artcards, etc.); immaculate sound and provision of an on-set monitor during taping; production timetable; and production in Beta or film (please specify). Final approval of all locations and editing will be reserved to the DOH. All agreements must convey total and unlimited ownership and use to the DOH. The DOH will maintain full ownership rights over all elements and materials. Any and all bids become part of the official file on this matter, without further obligation to the DOH. All materials submitted will be held in confidence. Bids will be evaluated as follows: Demonstrated capability - 40%; personnel - 20%; budget - 40%. Must submit recent work samples, at least three client references, and the name of credentials of the person directing the project. Must have prior approval from the DOH for any subcontracting. Late bids: Bidders will be fully responsible for the delivery of their bids in a timely manner. Late bids will not be considered. Bid documents: Per this notice.

Proposal Due: 09/05/2000, 4:00 pm

Contract Term:

Location: New York City Metro area and Capital District

Contact: Christine A. Salmon  
 Bureau of Health Promotion  
 NYS Dept. of Health  
 Room 1748, Corning Tower  
 Albany, NY 12237  
 (518) 474-5370  
 (518) 486-2361 FAX  
 cas15@health.state.ny.us

Submit To: Same As Above

**19 Homeless Emergency Capital Improvements Program/Request for Proposals**

**Description:** The NYS Office of Temporary and Disability Assistance (OTDA) anticipates issuing the 2000-2001 Request for Proposals (RFP) for the Homeless Emergency Capital Improvement Program (HECIP) on or about 09/11/2000. The SFY 2000-2001 State budget included a \$1 million appropriation for this program. These monies are to be used for services and expenses of non-profit agencies operating adult and non-Tier II family homeless shelters in the City of New York, related to emergency capital improvements, case management enhancement and operating supports to improve safety, health and sanitary conditions. Requirements: Not-for-profit agencies in New York City. Subcontracting Provisions: Projects which would promote improvements to the physical plants which house homeless single individuals and non-Tier II homeless families are eligible for HECIP funding. Projects which provide enhanced case management to these same populations would also be eligible for funding. Priority for the funds will be given to not-for-profit agencies exhibiting need for emergency capital improvements.

Proposal Due: 10/26/2000

Contract Term: One year

Location: Program is available to bidders in New York City only. Awards are based upon a combination of demonstrated

Contact:

need, organizational capacity and experience, cost effectiveness and other criteria outlined in the RFP  
 John Barry, Homeless Representative III  
 Office of Transitional Supports and Policy  
 NYS Office of Temporary and Disability Assistance  
 40 North Pearl St., 8th Floor  
 Albany, NY 12243-0001  
 (518) 486-7735  
 (518) 474-7058 FAX  
 Osh040@dfa.state.ny.us

Submit To: Same As Above

**19 Inmate Call Home Telephone Service**

**Description:** The Department of Correctional Services is accepting bids for the provision and maintenance of an inmate collect call telephone service. Currently this service is being provided by MCI at over 70 NYS Correctional facilities. There will be a \$7,000,000 Performance Bond required for the life of the contract. The contract will commence on 04/01/2001 and be in effect for three years with the possibility of 2 one year extensions.

Proposal Due: 10/02/2000

Contract Term: Three - five years

Location: Various locations, 70 NYS correctional facilities

Contact: Edmund F. Koberger, Data Communications Specialist  
 Management Information Services  
 NYS Department of Correctional Services  
 1220 Washington Ave, Building 2  
 Albany, NY 12226-2050  
 (518) 457-2540  
 (518) 485-1524 FAX

Submit To: Same As Above

**19 C002542 Time Extension**

*Consistent with Chapter 862 of the Laws of 1990, the agency named below requested an exemption from initially publishing the contract opportunity in the procurement opportunities newsletter, i.e., the NYS Contract Reporter. In accordance with Section 144(2)(c) of the Economic Development Law, the Office of the State Comptroller has granted the exemption.*

**Description:** The exemption for the time extension for Contract C002542 with the Aquarium of Niagara has been approved through 03/31/2001.

Requirements: As specified.

Proposal Due: N/A

Contract Term: Extension through 03/31/2001

Location: Niagara Frontier State Park

Contact: Barbara Binger  
 Contracts  
 NYS Office of Parks, Recreation & Historic Preservation  
 Agency Bldg. 1, 18th Floor  
 Albany, NY 12238  
 (518) 474-8889  
 (518) 474-7944 FAX

Submit To: Same As Above

**19 Evaluation of NY Performance Standards Consortium Schools**

*Consistent with Chapter 862 of the Laws of 1990, the agency named below requested an exemption from initially publishing the contract opportunity in the procurement opportunities newsletter, i.e., the NYS Contract Reporter. In accordance with Section 144(2)(c) of the Economic Development Law, the Office of the State Comptroller has granted the exemption.*

**Description:** The Comptroller has granted the NYS Education Dept. (SED) an exemption from publishing notice in the NYS Contract Reporter for the purposes of entering into an agreement with six individuals, (Dr. Robert Linn, Dr. Daniel Koretz, Dr. Audrey Qualls, Dr. Howard Everson, Susan Phillips, Ph. D. and J.D., and Dr. Robert Stake) to participate as panel members and produce an evaluation of the assessment systems of schools that are members of the NY Performance Standards Consortium.

Proposal Due: N/A

Contract Term: Seven months beginning 06/15/2000

\* These goods or services have been purchased from an out-of-state/foreign vendor within the past three years.

**ATTACHMENT 2**



**PERFORMANCE AND STATE FINANCE LAW**  
**§137 PAYMENT BOND,**

*Contract No.*

**KNOW ALL PERSONS BY THESE PRESENTS, that**

(hereinafter called the "Principal") and

(hereinafter called the "Surety")

are held and firmly bound to the People of the State of New York and New York State Department of Correctional Services (hereinafter "DOCS") in the full and just sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract No. \_\_\_\_\_ bearing date on the \_\_\_\_\_ day of \_\_\_\_\_, 2000, with DOCS for the provision of services, a copy of which Contract is annexed to and hereby made part of this Bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, its representatives or assigns, shall well and faithfully comply with and perform all the terms, covenants and conditions of said Contract on its part to be kept and performed and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to the true intent and meaning of said Contract, including the payment of money, the repair and/or replacement of defective work, guarantees of maintenance for the

periods stated in the Contract, and payment of all lawful claims to all persons furnishing labor or materials to the Principal or his subcontractors in the prosecution of the contract work and shall fully indemnify and save harmless DOCS from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay DOCS for all outlay and expense which DOCS may incur in making good any such default, and shall protect said DOCS against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said DOCS or its trustees, officers, agents or employees or which said DOCS may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair of maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or its agents, or the improper performance of the said work by the said Principal, or its agents, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the said Surety, for value received, hereby stipulates and agrees, if requested to do so by DOCS, to fully perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such payments and work and the Surety further agrees to commence such payment and work of completion within ten (10) calendar days after written notice thereof from DOCS and to bring such payment current and to complete such work within ten (10) calendar days from the expiration of the time allowed the Principal in the Contract for the payment or completion thereof; and further

PROVIDED, HOWEVER, and with respect only to items of work other than payment of money, surety may obtain a bid or bids for submission to DOCS for completing the work, and further

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by



**ATTACHMENT 3**



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD ROY  
ASSISTANT COMMISSIONER

HAND DELIVERED

August 30, 2000

Mr. Patrick J. Liddy  
Industry Account Manager  
Verizon Public Communications  
P.O. Box 662  
Clifton Park, New York 12065-0662

Dear Mr. Liddy:

This is in response to your questions regarding the Inmate Call Home RFP.

- 1) In light of the extensive services requested in this RFP, Verizon requests a one-month extension of the due date.

*This request will not be granted.*

- 2) Reference: 1.7 page 5: Is there a breakdown available of the intraLATA data such as minutes, messages and/or revenues?

*No.*

- 3) Can a vendor submit more than one response?

*No.*

- 4) Can a vendor be a prime bidder on one bid and a subcontractor on one or more other bids?

*Yes.*

- 5) Reference: Attachment C: The Buffalo and Rochester Correctional Facilities are not mentioned on the Attachment. Are these a part of the Inmate Call Home Telephone Services? If so, what are the quantities?

*No.*

- 6) Reference 3.19 page 28: How many 800 numbers are in place for the NYS Department of Correctional Services?

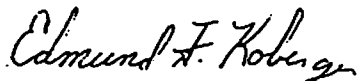
*There are 70 (see Attachment D). These 800 numbers are used for executive staff and trip officers.*

- 7) Reference: 3.7 page 25: In order to describe the operation of TTYs with the inmate call processing system, will the State provide the make and model of the TTYs currently in place?

*We do not have any TTYs in place within the inmate call processing system.*

If you have any questions regarding these answers, please do not hesitate to contact me at (518) 457-2540.

Sincerely,



Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

EFK/dl

cc: Ron Courington  
Steve Gasorowski  
Sharon Shear  
Ken VanDeWal

**ATTACHMENT 4**

# ADDENDUM

## ATTACHMENT D TELCO SERVICE SYSTEM

(AS OF JUNE 2000)

FACILITY	SERVICE PROVIDER
1. ADIRONDACK	BELL ATLANTIC
2. ALBION	BELL ATLANTIC
3. ALTONA	CHAMPLAIN TELE
4. ARTHUR KILL	BELL ATLANTIC
5. ATTICA	BELL ATLANTIC
6. AUBURN	BELL ATLANTIC
7. BARE HILL	BELL ATLANTIC
8. BAYVIEW	BELL ATLANTIC
9. BEDFORD HILLS	BELL ATLANTIC
10. BUFFALO	BELL ATLANTIC
11. BUTLER	BELL ATLANTIC
12. CAMP BEACON	BELL ATLANTIC
13. CAMP GABRIELS	FRONTIER COMM
14. CAMP GEORGETOWN	CITIZENS COMM
15. CAMP PHARSALIA	CITIZENS COMM
16. CAPE VINCENT	TDS TELECOM
17. CAYUGA	BELL ATLANTIC
18. CHATEAUGAY	BELL ATLANTIC
19. CLINTON	BELL ATLANTIC
20. COLLINS	BELL ATLANTIC
21. COXSACKIE	STATE TELEPHONE
22. DOWNSTATE	BELL ATLANTIC
23. EASTERN	BELL ATLANTIC
24. EDGECOMBE	BELL ATLANTIC
25. ELMIRA	BELL ATLANTIC
26. FISHKILL	BELL ATLANTIC
27. FIVE POINTS	TRUMANSBURG TELE
28. FRANKLIN	BELL ATLANTIC
29. FULTON	BELL ATLANTIC
30. GOUVERNEUR	BELL ATLANTIC
31. GOWANDA	BELL ATLANTIC
32. GREAT MEADOW	BELL ATLANTIC
33. GREEN HAVEN	FRONTIER COMM
34. GREENE	STATE TELEPHONE
35. GROVELAND	FRONTIER COMM
36. HALE CREEK	CITIZENS COMM
37. HUDSON	BELL ATLANTIC
38. LAKEVIEW	CHAUTAUQUA & ERIE TELE
39. LINCOLN	BELL ATLANTIC
40. LIVINGSTON	FRONTIER COMM
41. LYON MOUNTAIN	BELL ATLANTIC
42. MARCY	BELL ATLANTIC
43. MID-ORANGE	WARWICK VALLEY TELE
44. MIDSTATE	BELL ATLANTIC
45. MOHAWK	BELL ATLANTIC
46. MONTEREY	BELL ATLANTIC
47. MORIAH	BELL ATLANTIC

# ADDENDUM

## ATTACHMENT D TELCO SERVICE SYSTEM

(AS OF JUNE 2000)

FACILITY	SERVICE PROVIDER
48. MT. MCGREGOR	BELL ATLANTIC
49. OGDENSBURG	BELL ATLANTIC
50. ONEIDA	BELL ATLANTIC
51. ORLEANS	BELL ATLANTIC
52. OTISVILLE	CITIZENS COMM
53. QUEENSBORO	BELL ATLANTIC
54. RIVERVIEW	BELL ATLANTIC
55. ROCHESTER	FRONTIER COMM
56. SHAWANGUNK	FRONTIER COMM
57. SING SING	BELL ATLANTIC
58. SOUTHPORT	BELL ATLANTIC
59. SULLIVAN	BELL ATLANTIC
60. SUMMIT	MIDDLEBURG TELE
61. TACONIC	BELL ATLANTIC
62. ULSTER	BELL ATLANTIC
63. UPSTATE	BELL ATLANTIC
64. WALLKILL	FRONTIER COMM
65. WASHINGTON	BELL ATLANTIC
66. WATERTOWN	BELL ATLANTIC
67. WENDE	BELL ATLANTIC
68. WILLARD	TRUMANSBURG TELE
69. WOODBOURNE	BELL ATLANTIC
70. WYOMING	BELL ATLANTIC

### ADMINISTRATIVE OFFICES

1. WATERVLIET AVE.	BELL ATLANTIC
2. 550 BROADWAY	BELL ATLANTIC
3. NEW SCOTLAND AVE.	BELL ATLANTIC
4. LONG ISLAND CITY	BELL ATLANTIC



**ATTACHMENT 5**

## ADDENDUM

### DATA CIRCUIT OPTION

At any time during the contract period, DOCS may select to redirect its data circuits - as specified in Section 3.4 - Network Requirements, Item c. on page 23 of the RFP - over the NYS shared network currently known as NYeNET.

If this option is taken, the services previously specified in 3.4.c. of the RFP will not be the responsibility of the provider. Since this may represent a cost reduction to the provider, DOCS expects that any savings to the provider would be included in the monthly commission payment.

Therefore, each responder must identify the cost basis for the data circuits that would be included with the monthly commission payment. During the course of this agreement if any new data circuits are added that are not currently specified in the RFP (i.e., a new facility) and DOCS decides to move its circuits, the cost of those circuits will also be added to the monthly commission payment.

The response to this provision is to be included along with your response to the commission and administrative telephone rates in a separately sealed envelope.



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD ROY  
ASSISTANT COMMISSIONER

September 6, 2000

To All Attendees

Re: Pre-Bid Conference on 8/30/00

Dear Attendee:

On August 30, 2000 a mandatory pre-bid conference for the Inmate Call Home Telephone Service was held at the DOCS' Training Academy, 1134 New Scotland Road in Albany, N.Y. at 1:00 PM.

All attendees were asked to sign-in giving name, company name, telephone number and fax number. They were also asked to specify whether they would like a copy of the RFP on diskette. The following is a list of all attendees:

Joseph Pekarovic	-	PCS
Mike Petraznik	-	PAETEC Communications
Roger Leonbruno	-	Intermedia Communications
Joseph Bertola	-	Intermedia Communications
John Coffey	-	T-Netix
Nancy Stodgell	-	General Computer and Telecomm.
Steve Reinhardt	-	RJE Telecommunications
Steve Hodge	-	Value-Added Communications
Steve Viefhaus	-	MCI WorldCom
Tom Fulton	-	MCI WorldCom
Pat Pline	-	MCI WorldCom
Mike Spadoni	-	MCI WorldCom
Shirley Bowen	-	Comforce
Richard Bowen	-	Comforce
Kyle Smith	-	Telequip Labs
Stacey Simmons	-	Robinson Technologies
Art Heckel	-	T-Netix
Bill Pulver	-	NEC
Maureen Soares	-	Verizon
Jim Lamont	-	Verizon
Patrick Liddy	-	Verizon
Rick Knipper	-	Verizon
Wendy Madelore	-	Verizon
Neil Corkery	-	Verizon

(Attendees continued)

Jim Pautler	-	Intermedia
J.R. Dills	-	Intermedia
Joseph O'Leary	-	Intermedia
Tim Miller	-	AT&T
Phil Parker	-	AT&T
Ron Steinmann	-	AT&T
Robert Berger	-	AT&T
William Paquette	-	TCE Payphone/AT&T Local Services
John Dichiara	-	Global Crossing
Ken Jones	-	Global Crossing
Richard Thayer	-	Sprint
Raymond VanBerskirk	-	NY Network and Telecommunications
Richard Pryor	-	Cincinnati Bell

In attendance for MIS were:

Ron Courington  
Steve Gasorowski  
Carter Rice  
Bob Meidenbauer  
Ken VanDeWal  
Ed Koberger  
Bob Mitchell  
Sharon Shear  
Donna LaChance

All attendees were given a packet that contained addendums to the RFP and five attachments. Each was discussed in detail.

All attendees were instructed that all questions must be submitted in writing and will be answered in writing as soon as possible. Faxes will be accepted, provided the original is mailed. The closing date for submission of questions is September 18, 2000.

It was stressed that only one (1) proposal will be accepted from each company as a primary provider. A company can be a subcontractor on multiple proposals. If a company submits more than one (1) proposal, then all of that company's proposal will be thrown out.

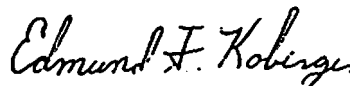
All attendees that had not yet met with DOCS' staff were encouraged to schedule a meeting as soon as possible prior to submission date.

The attendees were given an opportunity to ask questions. Following are questions that were asked:

- Will a copy of RFP be provided on diskette?  
*Yes, copies were available and distributed at pre-bid conference to companies that requested.*
- Will a list of attendees be made available?  
*Yes – listed in the beginning of this letter.*
- Is it possible to obtain speed of bandwidth and circuit IDs?  
*Vendor was asked to submit question in writing.*
- Will we accept two (2) proposals from one company?  
*Absolutely not. As stated above, if we receive two proposals from the same company, then we have received no proposal from that company.*
- A question was asked regarding the phased deployment of existing equipment that can be used for cutover.  
*Vendor was informed that they would have to meet specified timeframes for cutover and replacement.*
- If current Industries sites have a DSO, will two DSOs be required in the new proposal?  
*Vendor was asked to submit question in writing.*
- What are the minority participation requirements?  
*They are included in the RFP. Please review the RFP.*

The pre-bid conference ended at approximately 1:30 PM.

Sincerely,



Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

cc: Ron Courington  
Steve Gasorowski  
Ken VanDeWal  
Sharon Shear



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
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GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

September 12, 2000

To All Potential Bidders

RE: QUESTIONS AND ANSWERS

Dear Potential Bidders:

Attached are the questions and answers received since the bidders conference.

Sincerely,

A handwritten signature in cursive script that reads "Edmund F. Koberger".

Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

Attachment

cc: Ronald Courington  
Steve Gasorowski  
Ken VanDeWal  
Sharon Shear

EFK/ck

# INMATE CALL HOME TELEPHONE SERVICE

## QUESTIONS & ANSWERS

SEPTEMBER 12, 2000

### T-NETIX, INC. Submitted the following questions on September 6, 2000:

Please NOTE: All questions regarding "NEAC" are corrected to "NEAX".

**Q:** Although the existing Telequip call processors connect to the NEC NEAC 2400 PBX with FXS cards in the PBX, can the proposed system connect to the PBX with station-side DS1 cards instead of the FXS cards:

**A:** The NEAX-2400 PBX is not equipped with FXS (foreign exchange station) cards. The Telequip system terminates to 48v extension line cards (used to provide analog extensions). Although the PBX can provide a station side DS-1 connection, we would not receive any call accounting information (number dialed, duration of the call, etc.) from the PBX which would be unacceptable.

**Q:** Do the existing NEC NEAC 2400 PBX FXS cards supply -48V loop bias?

**A:** The existing line cards are -48v loop bias.

**Q:** Do the existing NEC NEAC 2400 PBX FXS cards supply supervision (answer and disconnect) via loop bias reversal (reverse battery)?

**A:** Existing line cards do provide battery reversal bias.

**Q:** If the NEC NEAC 2400 PBX FXS cards do not supply supervision via loop reversal, can the FXS cards provide supervision via some other means?

**A:** N/A, loop reversal is provided.

**Q:** If the NEC NEAC 2400 PBX FXS cards do supply supervision via means other than loop reversal, what means is (are) available?

**A:** N/A, loop reversal is provided.

**Q:** Is there a requirement to replace the existing inmate telephone stations?

**A:** No.

**Q:** Regarding equipment that will be removed and replaced by the provider before the removal of the equipment will title to the displaced equipment be transferred to the new device provider if so requested?

**A:** It depends on the proposal.

**Q: Regarding NetView FTP, will this system have access to the providers network?**

**A: The question restated is, how is the connection made - is it dial-up or continuous access? Currently DOCS data is loaded via NetView FTP to a personal computer at DOCS. This PC is connected to the providers' network and it exchanges the data as required.**

**Q: Regarding NetView FTP, what is the exact process used to transfer the file and verify that it arrived in tact?**

**A: JCL Procedure. The completion code at the end of the job indicates whether or not the file transfer was successful.**

**Q: Regarding Section 1.8 (Pg. 6, paragraph 3) - please confirm that the validation process referred to is only for the internal network security and is not meant to include other forms of validation such as LIDB which normally are routed through a separate validation process.**

**A: The present validation process referred to in Section 1.8 (pg. 6, paragraph 3) does include LIDB access but you may offer an alternative process.**

**Q: Please confirm that the premise based recording systems may be integrated with the inmate calling system and that there is no requirement to provide two separate systems (user groups, workstations, recording devices, databases, and archives) nor is the premise based recording system expected to provide a separate inmate phone system administrator's workstation.**

**A: The Premise based recording system may be integrated with the inmate calling system. Two separate DOCS user groups as well as a DOCS inmate phone administrator (all located in Building #2, Central Office) must each have it's own workstation that can access the recordings remotely.**

**Q: Please verify that when recorded calls (actually the media upon which the specific call is recorded) are required to be stored for more than 60 days that the media is not required to be on-line and that mounting/loading of this media is expected.**

**A: Recorded calls are required to be stored for 60 days. Since the department may require that the period for which calls are stored by extended to 90 to 120 days, the provider must identify all charges to the Department for each 30-day extension. Recordings beyond 60 days are preferred to be on non-manual, immediate retrieval storage media and not a separate process to maintain.**

**Q: Please confirm that non-completed calls may be deleted from the recording process as soon as the pending call has been determined to be a non-completed call.**

**A: If the inmate is allowed to record his name each time a call is placed, then non-completed calls may not be deleted from the recording process. If the inmates' name is recorded, stored and reused each time he/she places a call, then the non-completed calls may be deleted from the recording process as soon as the pending call has been determined to be a non-completed call.**



**Q:** Please confirm that initially completed but not accepted calls may be deleted from the recording process as soon as the pending call has been determined to be a non-accepted call.

**A:** Answered in question 13

**Q:** Regarding DOC requested block notification, please confirm that electronic notification of block is sufficient notification that the block was in-place within the required (three hour) time limit.

**A:** Electronic notification of DOCS requested blocks are sufficient notification. The provider must provide online lookup capability into this database for DOC's staff.

**Q:** Regarding the existing centralized recording system, what information is required to be sent to indicate which facility, phone, and inmate (if PIN) is placing the call?

**A:** The existing central recording system is dependent on the CDR information polled every night. This information is used to match the date, time and dialed number stored on the recording. Recording for the present day can only be accessed through the front panel of the recorders and searched by time of day and number dialed.

**Q:** Regarding the existing centralized recording system, how is the required information communicated to the centralized recording system (mechanism and protocol)?

**A:** The recorders maintain the time and date of the call while the tones of the number dialed are routed over the recorded voice line. The PIN and ANI information contained in the CDR's are stored on a MCI database where they are retrieved and matched up with the recording when a request is made to listen to a recording.

**Intermedia Communications submitted the following question on 9/11/00:**

**Q:** In Reference to Part 1.8 and Attachment P, will the Industry sites require two T-1's in place of the two existing DS0 data circuits?

**A:** No. The industries sites listed in Attachment P will require a DS0 (56Kb) data circuit. A separate T-1 of Frame relay will be required for the DOCS data.



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GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

September 21, 2000

**To All Potential Bidders:**

Shirley & Richard Bowen, COMFORCE	Steve Viefhaus, MCI WORLDCOM
Stacy Simmons, ROBINSON TECHNOLOGIES	Steve Hodge, VALUE-ADDED
Maureen Soares, VERIZON	John Coffey, T-NETIX
Kyle Smith, TELEQUIP LABS	Tim Miller, AT&T
Art Heckel, T-NETIX	Jim Pautler, INTERMEDIA
Bill Pulver, NEC	Rick Knipper, VERIZON
Patrick Liddy, VERIZON	Wendy Madelore, VERIZON
Mike Spadoni, MCI	Richard Pryor, CINCINNATI BELL
Pat Pline, MCI	Joseph O'Leary, ICI
J.R. Dills, INTERMEDIA	Phil Parker, AT&T
Tom Fulton, MCI	Robert Berger, AT&T
Jim Lamont, VERIZON	Ron Steinmann, AT&T
Neil Corkery, VERIZON	Richard Thayer, SPRINT
Joseph Pekarovic, PCS	Mike Petraznik, PAETEC
Roger Leonbruno, INTERMEDIA	Joseph Bertola, INTERMEDIA
Steve Reinhardt, RJE TELECOMMUNICATIONS	John Dichiera, GLOBAL CROSSING
Nancy Stodgell, GENERAL COMPUTERS & TELE.	
Wm. Paquette, TCG PAYPHONE/AT&T LOCAL SVCS.	
Raymond VanBerskirk, NY NETWORK & COMMUNICATIONS	
Ken Jones, GLOBAL CROSSING	

**RE: QUESTIONS AND ANSWERS**

Attached are the questions and answers received since September 12, 2000.

Sincerely,

Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

**Attachments**

cc: Ronald Courington  
Steve Gasorowski  
Ken VanDeWal  
Sharon Shear

**INMATE CALL HOME TELEPHONE SERVICE  
QUESTIONS & ANSWERS  
SEPTEMBER 21, 2000**

**AT&T submitted the following questions on September 14, 2000:**

**Q:** AT&T requests an extension to respond to your RFP.

**A:** No.

**Q:** AT&T requests a copy of the monthly commission statements paid to NYS-DOCS by MCI for the most recent 12 months from this request.

**A:** Attached are copies of the monthly commission statements paid to NYS-DOCS by MCI for the most recent 12 months (August 1999 - July 2000).

**Q:** AT&T requests current monthly inmate call volumes, minute, messages of use for local and Intra-LATA calling.

**A:** Interstate and Intrastate are part of the report provided for question 2. No local and Intra-LATA break down is available.

**Q:** Will NYS-DOCS allow a commission reduction by the winning vendor should PSC or FCC action take place mandating the reduction of inmate rates as a result of current or future litigation?

**A:** No.

**Q:** What are the current monthly call volumes for 1+ administrative traffic; broken down by off and on net?

**A:** To answer this question, we reviewed two months of telephone usage. We chose April 2000 and August 2000:

	TOTAL CALLS	MINUTES	USAGE CHARGES
April	2,812,311	10,778,862.7	\$622,218.27
August	3,082,432	11,224,047.4	\$647,664.02

Included in that volume is video traffic - note a video session requires six telephone calls:

	TOTAL CALLS	MINUTES	USAGE CHARGES
April	4,470	98,129	\$ 3,222.60
August	4,554	155,779	\$ 5,244.96

**Q:** What are your current Video volumes?

**A:** See above question and answer.

**Q:** What are your current 800 inbound volumes?

**A:** N/A

**Q:** Does the NYS-DOCS do international inmate calling now? If yes, what are your call volumes by country (minutes/messages)?

**A:** The current inmate phone platform allows ten-digit dialing to the continental U.S., U.S. Virgin Islands, Puerto Rico and parts of Canada. International inmate calling is currently provided by escorting the inmate to an administrative phone and placing the call using operator assisted time and charges.

- Q:** Will NYS-DOCS allow AT&T Inter-State Inmate rates instead of MCI's?
- A:** *No.*
- Q:** Will NYS-DOCS allow AT&T commission payment cycles which are not calendar months, rather the 16th of the month to the 15th of the following month?
- A:** *No.*
- Q:** On what date does your current agreement with MCI expire?
- A:** *March 31st, 2001.*
- Q:** On what date must the new provider have all inmate traffic cut-over before penalties begin?
- A:** *January 1, 2002 (Refer to 3.1 - Takeover Approach).*
- Q:** On what date must the new provider have all Admin/Video/800 traffic cut-over before penalties begin?
- A:** *January 1, 2002 (Refer to 3.1 - Takeover Approach).*
- Q:** On what date must all hardware and remaining service(s) be cut-over before penalties begin?
- A:** *January 1, 2002 (Refer to 3.1 - Takeover Approach).*
- Q:** Will the NYS-DOCS provide additional "Added Value" credit during evaluation or services offered not specifically requested in the RFP?
- A:** *Depends on the service offered.*
- Q:** Is it the intent for the NYS-DOCS to own the inmate call processing equipment at the end of contract?
- A:** *Yes.*
- Q:** Does item A. under the specification "3.4 Network Requirements" require channels in the T1.5 to be one to one ratio to the inmate phones? If yes, will NYS-DOCS consider letting the winning vendor engineer for the busy hour (ERLANG)?
- A:** *Yes - A one to one ratio is required. NYS-DOCS will not consider letting the winning vendor engineer for the busy hour.*
- Q:** Does item B. Under the specification "3.4 Network Requirements" allow NYS-DOCS the ability to demand an "unlimited" number of T1.5 or bandwidth for voice/video traffic from the winning provider?
- A:** *No - NYS-DOCS will pay for additional video bandwidth that exceeds one full T-1 for each DOCS requested video location. Voice bandwidth will be determined by a one to one ratio between inmate phone and T1 channel. At non inmate phone sites, DOCS will determine the required voice bandwidth based on PBX traffic reports.*

- Q:** For Specification 2.14 Rates, does NYS-DOCS want rates only from International countries that will accept a collect call from AT&T?
- A:** *Yes - NYS-DOCS expects to be paid full commission on these calls.*
- Q:** Can a bidder submit their International rates in a separate binder?
- A:** *Yes.*
- Q:** Will NYS DOCS accept a debit process for International Inmate Calling?
- A:** *No. We would like to see a prepayment plan.*
- Q:** Under Attachment H, Admin Traffic States: 2.9 cents - Is this INTRASTATE TRAFFIC?
- A:** *2.9 cents is Intrastate inclusive of Intra LATA and Inter LATA.*
- Q:** What speed(s) are currently being used for Video Conferencing?
- A:** *Please refer to section 1.8 - Present Environment page 6 first paragraph. Video runs at 336 kb on six switched 56 kb lines.*
- Q:** Is all "Video Conferencing" currently being used on T1.5?
- A:** *Yes.*
- Q:** Are there any "BRI Services" being used?
- A:** *Currently no "BRI Services" are utilized by DOCS.*
- Q:** Are there any "PRI Facilities" currently being used?
- A:** *Currently "PRI Services" are used at the DOCS central office location for dial backup of the data network from the remote locations.*
- Q:** Any 800 advanced features on the inbound 800 traffic?
- A:** *No.*
- Q:** Are all 800 services coming into T-1's?
- A:** *Yes.*
- Q:** Under Attachment H; is the .98 CPM for Dial in or Dial out video bridging?
- A:** *Under Attachment H: the .98 CPM is for dial in video bridging.*
- Q:** For MWBE participation, will vendors who submit with a MWBE subcontractor receive additional credit during evaluation?
- A:** *No.*
- Q:** Under Specification 3.8, Billing Name and Address Date; does NYS-DOCS currently have this service? If yes, what company provides that service?
- A:** *Under Specification 3.8, Billing Name and Address Date; this service is currently provided by First Data Solutions via dial-up.*

**Q:** Under Specificati... 3.24, how many inmate phones are replaced "system wide" each year? Best guess is acceptable.

**A:** *Approximately 2,000 handsets and 500 phone sets are replaced each year system wide.*

**Q:** Under 3.24; does NYS-DOCS expect the winning vendor to pay for inside wiring for any new correctional facility that opens during the length of the new contract? Note: "Inside Wiring" is defined here as "wiring from the D-mark to the Inmate Phone".

**A:** *No. At new correctional facilities that open during the length of the new contract, NYS-DOCS will supply the distribution cable from the switch room to each building distribution frame (BDF) and from each BDF to each intermediate distribution frame (IDF).*

**Robinson Technologies submitted the following questions on September 15, 2000:**

**Q:** Can a company who did not attend the mandatory pre-bid meeting on August 30th submit a bid as a prime bidder if they partner with a company that did attend the mandatory pre-bid meeting?

**A:** *No.*

**Q:** Regarding Appendix A, Section C on Equal Employment Opportunities for Minorities and Women, can a copy of the rules and regulations of the Governor's Office of Minority and Women's Business Development which contractors are required to comply with be sent out to bidders?

**A:** *A copy of the rules and regulations of the Office of Minority and Women's Business Development can be obtained by writing to the NYS Department of Economic Development, 30 South Pearl Street, Albany, New York 12245 (518-292-5250). The regulation may also be obtained from a library resource. It is promulgated at Title 5 of the Official Codes, Rules and Regulations of the State of New York Parts 140 through 145 (5 NYCRR 140-145).*

**Q:** Has there been any minority or women subcontracting participation on the current or previous contract(s)?

**A:** *We do not have that information at this time.*

**Q:** Are bidders expected to identify if a subcontractor is a minority or women owned company(ies)?

**A:** *No, however, bidders ought to be able to demonstrate compliance with Appendix A requirements.*

**Q:** Given Appendix A, Section 12 in the RFP bid, and Section 312 of the Executive Law of the State of New York, is there an expectation that bidders will include minority and women subcontractors in this bid response?

**A:** *There is an expectation that the requirements of Appendix A will be met and that compliance can be demonstrated. However, it is believed that this contract is not governed by Appendix A, Section 12, since there will be no expenditures of State funds pursuant to the contract.*

# MCI TELECOMMUNICATIONS CHECK SUMMARY REPORT - 8/99 through 7/00

AUGUST 1999				
	CALLS	MINUTES	REVENUE	COMMISSION
INTERSTATE	80,731	1,420,149	\$519,432.13	\$311,659.29
INTRASTATE	445,901	7,577,523	\$2,474,187.69	\$1,484,512.66
SEPTEMBER 1999				
	CALLS	MINUTES	REVENUE	COMMISSION
INTERSTATE	76,914	1,353,164	\$494,880.85	\$296,928.50
INTRASTATE	452,063	7,760,317	\$2,522,893.63	\$1,513,736.17
OCTOBER 1999				
	CALLS	MINUTES	REVENUE	COMMISSION
INTERSTATE	79,941	1,431,456	\$513,827.81	\$308,296.70
INTRASTATE	475,016	8,231,403	\$2,655,311.87	\$1,593,187.11
NOVEMBER 1999				
	CALLS	MINUTES	REVENUE	COMMISSION
INTERSTATE	78,569	1,400,698	\$508,540.84	\$305,124.50
INTRASTATE	475,986	8,293,877	\$2,681,723.90	\$1,609,034.35
DECEMBER 1999				
	CALLS	MINUTES	REVENUE	COMMISSION
INTERSTATE	86,213	1,512,042	\$553,349.88	\$332,009.93
INTRASTATE	521,264	8,995,657	\$2,935,193.32	\$1,761,116.00
JANUARY 2000				
	CALLS	MINUTES	REVENUE	COMMISSION
INTERSTATE	80,977	1,456,634	\$521,376.30	\$312,825.80
INTRASTATE	491,674	8,663,794	\$2,771,257.47	\$1,662,754.46
FEBRUARY 2000				
	CALLS	MINUTES	REVENUE	COMMISSION
INTERSTATE	75,313	1,355,854	\$489,103.40	\$293,462.05
INTRASTATE	479,589	8,486,184	\$2,720,129.94	\$1,632,077.98
MARCH 2000				
	CALLS	MINUTES	REVENUE	COMMISSION
INTERSTATE	78,381	1,407,816	\$508,172.15	\$304,903.26
INTRASTATE	475,210	8,345,174	\$2,681,756.24	\$1,609,053.71
APRIL 2000				
	CALLS	MINUTES	REVENUE	COMMISSION
INTERSTATE	72,644	1,303,565	\$469,197.10	\$281,518.29
INTRASTATE	429,879	7,559,577	\$2,422,191.30	\$1,453,314.80
MAY 2000				
	CALLS	MINUTES	REVENUE	COMMISSION
INTERSTATE	84,678	1,512,440	\$545,974.51	\$327,584.68
INTRASTATE	493,605	8,642,662	\$2,775,164.40	\$1,665,098.65
JUNE 2000				
	CALLS	MINUTES	REVENUE	COMMISSION
INTERSTATE	63,302	1,119,302	\$408,960.45	\$245,376.28
INTRASTATE	402,651	7,001,333	\$2,272,105.16	\$1,363,263.11
JULY 2000				
	CALLS	MINUTES	REVENUE	COMMISSION
INTERSTATE	88,322	1,590,213	\$571,464.04	\$342,878.40
INTRASTATE	525,522	9,199,078	\$2,968,157.67	\$1,780,894.58

\* Commission = Revenue x 60.000%



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

September 22, 2000

**To All Potential Bidders:**

Shirley & Richard Bowen, COMFORCE	Steve Viefhaus, MCI WORLDCOM
Stacy Simmons, ROBINSON TECHNOLOGIES	Steve Hodge, VALUE-ADDED
Maureen Soares, VERIZON	John Coffey, T-NETIX
Kyle Smith, TELEQUIP LABS	Tim Miller, AT&T
Art Heckel, T-NETIX	Jim Pautler, INTERMEDIA
Bill Pulver, NEC	Rick Knipper, VERIZON
Patrick Liddy, VERIZON	Wendy Madelore, VERIZON
Mike Spadoni, MCI	Richard Pryor, CINCINNATI BELL
Pat Pline, MCI	Joseph O'Leary, ICI
J.R. Dills, INTERMEDIA	Phil Parker, AT&T
Tom Fulton, MCI	Robert Berger, AT&T
Jim Lamont, VERIZON	Ron Steinmann, AT&T
Neil Corkery, VERIZON	Richard Thayer, SPRINT
Joseph Pekarovic, PCS	Mike Petraznik, PAETEC
Roger Leonbruno, INTERMEDIA	Joseph Bertola, INTERMEDIA
Steve Reinhardt, RJE TELECOMMUNICATIONS	John Dichiara, GLOBAL CROSSING
Nancy Stodgell, GENERAL COMPUTERS & TELE.	
Wm. Paquette, TCG PAYPHONE/AT&T LOCAL SVCS.	
Raymond VanBerskirk, NY NETWORK & COMMUNICATIONS	
Ken Jones, GLOBAL CROSSING	

**RE: CORRECTION**

Our response contained in the September 21, 2000 fax transmittal to the AT&T questions concerning administrative telephone use was incorrect.

Listed on the next page are the administrative telephone statistics for the months of January through August 2000. These statistics have been confirmed by MCI. Video call traffic is included in these totals, however, the video call information provided in the September 21 fax for April and August 2000 was correct.

Sincerely,

Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

**Attachments**

cc: Ronald Courington  
Steve Gasorowski  
Ken VanDeWal



Month	Interstate Mins.	Interstate Usage	Intrastate Mins.	Intrastate Usage	Intralata Mins.	Intralata Usage	Total Minutes	Total Usage
Jan-2000	34195.1	C\$2.396.94	414835.7	C\$19.468.29	488633.7	C\$24.204.44	937664.5	C\$46.069.67
Feb-2000	33610.5	C\$2.361.20	417025.8	C\$19.123.84	473733.0	C\$23.445.71	924369.3	C\$44.930.75
Mar-2000	32378.0	C\$2.264.63	403452.0	C\$18.964.83	484327.4	C\$22.971.66	920157.4	C\$44.201.12
Apr-2000	36429.5	C\$2.557.71	453298.3	C\$20.842.95	544450.1	C\$25.694.05	1034177.9	C\$49.094.71
May-2000	30269.5	C\$2.126.77	390193.3	C\$18.243.43	467069.2	C\$22.326.42	887532.0	C\$42.696.62
Jun-2000	33075.0	C\$2.278.40	443684.2	C\$20.908.88	496726.1	C\$24.362.24	973485.3	C\$47.549.52
Jul-2000	34175.9	C\$2.353.95	434847.1	C\$20.226.23	509679.2	C\$24.794.71	978702.2	C\$47.374.89
Aug-2000	30349.9	C\$2.118.82	395567.4	C\$18.588.83	476768.4	C\$23.833.87	902685.7	C\$44.541.52
Totals:	264483.4	C\$18.458.42	3352903.8	C\$156.367.28	3941387.1	C\$191.633.10	7558774.3	C\$366.458.80

**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

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

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

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete

upon Contractor's actual receipt of process or the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

Information on the availability of New York State subcontractors and suppliers as well as a directory of minority and women-owned business enterprises is available from:

NYS Empire State Development  
Minority & Women Owned Business Division  
One Commerce Plaza  
Albany, New York 12245

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

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS** Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise obtain. NOTE: South Carolina, Alaska, West Virginia, Montana, Wyoming, Louisiana and Hawaii were the states subject to this provision as of October, 1998. Contact NYS Empire State Development for a current list of states subject to this provision.



MCI  
INMATE PHONE RATES

- 1) Day rates apply 8:00 am to, but not including, 5:00 pm, Monday through Friday.
- 2) Evening rates apply 5:00 pm to, but not including, 11:00 pm, Sunday through Friday.
- 3) Night rates apply 11:00 pm to, but not including, 8:00 am, all day Saturday, and until 5:00 pm on Sunday.
- 4) The evening rates apply to the holidays listed below unless a lower rate normally applies:

New Year's Day	-	January 1
Independence	-	July 4
Labor Day	-	Nationally Recognized Day
Thanksgiving Day	-	Nationally Recognized Day
Christmas	-	December 25

ATTACHMENT H

ADMINISTRATIVE TRAFFIC RATES

2.9 Cents	On-Net to On-Net per minute
5.7 Cents	On-Net to Off-Net Intra-state per minute
6.0 Cents	On-Net to Off-Net Inter-state per minute
98.0 Cents	Video Bridging per minute

**ATTACHMENT I**  
**(INTENTIONALLY LEFT BLANK)**



**ATTACHMENT J  
FACILITIES WITH MONITORING EQUIPMENT**

<u>FACILITY</u>	<u># OF PHONES</u>	<u>FACILITY</u>	<u># OF PHONES</u>
ADIRONDACK	31	LAKEVIEW	30
ALBION	54	LAKEVIEW ASACTC	41
ALTONA	31	LIVINGSTON	33
ARTHURKILL	39	MARCY	74
ATTICA	89	MID-ORANGE	44
AUBURN	45	MIDSTATE	98
BAREHILL	71	MOHAWK	100
BAYVIEW	8	MOUNT MCGREGOR	21
BEDFORD HILLS	45	OGDENSBURG	27
BUTLER MINIMUM	30	ONEIDA	55
CAPE VINCENT	64	ORLEANS	64
CHATEAUGAY	10	OTISVILLE	40
CLINTON	113	PHARSALIA	11
COLLINS	60	QUEENSBORO	38
COXSACKIE	83	RIVERVIEW	48
DOWNSTATE	26	SHAWANGUNK	38
EASTERN	78	SING SING	77
EDGECOMBE	7	SOUTHPORT	32
ELMIRA	103	SULLIVAN	40
FISHKILL	79	TACONIC	17
FRANKLIN	72	ULSTER	40
GABRIELS	19	WALLKILL	25
GOUVERNEUR	63	WASHINGTON	47
GOWANDA	78	WATERTOWN	51
GREAT MEADOW	82	WENDE	75
GREEN HAVEN	91	WILLARD	39
GREENE	71	WOODBOURNE	48
GROVELAND	64	WYOMING	75
HUDSON	32		

**ATTACHMENT K**  
**(INTENTIONALLY LEFT BLANK)**

## VPN SITE COLLS

ivnet.xls 6/19/2000

Use to Create Videoconferencing Numbers for New Sites

* CODE ON BILL	WHAT WAS DIALED	LOCATION
221	230	Adirondack
222	091	Albion
223	540	Altona
224	150	Arthurkill
225	000	Attica
226	010	Auburn
227	560	Bare Hill
228	310	Bayview
229	120	Bedford Hills
230	870	Butler ASACTC
231	520	Butler SICF
232	340	Beacon
233	220	Camp Gabriel
234	210	Camp Georgetown
235	180	Camp Pharsalia
236	580	Cape Vincent
237	550	Cayuga
238	860	Chateaugay
239	020	Clinton
240	470	Collins
241	130	Coxsackie
242	240	Downstate
243	100	Eastern
244	320	Edgecombe
245	110	Elmira
246	050	Fishkill
247	530	Franklin
248	380	Fulton
249	810	Gouverneur
250	040	Great Meadow
251	080	Green Haven
252	670	Greene
253	460	Groveland
254	270	Hudson
255	850	Hale Creek
257	600	Lakeview Shock
258	360	Lincoln
259	800	Livingston
260	590	Lyon Mt.
261	490	Marcy
262	280	Mid-Orange
263	480	Mid-State
264	390	Mohawk
265	190	Monterey Shock
266	510	Moriah Shock

ATTACHMENT M

DOCS' SITES WITH AN NEC NEAX PBX  
AS OF JULY 2000

ADIRONDACK  
ALBION  
ALTONA  
ARTHURKILL  
ATTICA  
AUBURN  
BARE HILL  
BAYVIEW  
BEACON  
BEDFORD HILLS  
BUTLER  
CAMP GABRIELS  
CAMP GEORGETOWN  
CAMP PHARSALIA  
CAPE VINCENT  
CAYUGA  
CLINTON  
COLLINS  
COXSACKIE  
DOWNSTATE  
EASTERN  
EDGECOMBE  
ELMIRA  
FISHKILL  
FIVE POINTS  
FRANKLIN  
FULTON  
GOUVERNEUR  
GOWANDA  
GREAT MEADOW  
GREEN HAVEN  
GREENE  
GROVELAND  
HALE CREEK  
HUDSON  
LAKEVIEW  
LINCOLN  
LIVINGSTON

LYON MOUNTAIN  
MARCY  
MID-ORANGE  
MIDSTATE  
MOHAWK  
MONTEREY  
MORIAH  
MT. MCGREGOR  
OGDENSBURG  
ONEIDA  
ORLEANS  
OTISVILLE  
QUEENSBORO  
RIVERVIEW  
SHAWANGUNK  
SING SING  
SULLIVAN  
SUMMIT  
TACONIC  
ULSTER  
UPSTATE  
WALLKILL  
WASHINGTON  
WATERTOWN  
WENDE  
WILLARD  
WOODBOURNE  
WYOMING

ADMINISTRATIVE OFFICE  
WATERVLIET AVE.

## **ATTACHMENT N**

### **DOCS NEC NEAX PBX INSTALLATION SCHEDULE**

**FACILITIES SCHEDULED TO CUTOVER 8\00 THROUGH 3\01  
INSTALLATION DATES ARE NOT AVAILABLE**

1. SOUTHPORT
2. CHATEAUGAY
3. ROCHESTER – CURRENTLY NO T1 SERVICE
4. BUFFALO – CURRENTLY NO T1 SERVICE

#### **ADMINISTRATION OFFICES**

1. TRAINING ACADEMY, NEW SCOTLAND AVE. ALBANY
2. CORCRAFT, 550 BROADWAY, MENANDS
3. CENTRAL ADMINISTRATION, 1006 35<sup>TH</sup> AVE. LONG ISLAND CITY

## ATTACHMENT O

NON FACILITY  
CIRCUITS

Facility/User	Function	Location		Exchange
DOCS	DOCS Office	1 Watervliet Ave	Albany, NY	(518) - 435
DOCS Support Ops.	DOCS Office	550 Bwy / Support Ops	Albany, NY	(518) - 432
DOCS Training	DOCS Office	New Scotland Ave	Albany, NY	(518) - 453
DOCS Central Office	DOCS Office	875 Central / Central ofc	Albany, NY	(518) - 432
DOCS Central Office	CNT Backup	DOCS Building 2	Albany, NY	(518) - 457
DOCS Central Office	CNT Backup	DOCS Building 2	Albany, NY	(518) - 457
DOCS Central Office	Facility Dial Backup	DOCS Building 2	Albany, NY	(518) - 457
DOCS Central Office	Facility Test	DOCS Building 2	Albany, NY	(518) - 457
DOCS Sing Sing	Facility Office	2 Church Street	Ossining, NY	(914) - 941
DOCS Rochester	Facility Office	470 Ford Street	Rochester, NY	(716) - 454
DOCS Long Island	DOCS Office	10-06 35th Ave.	Long Island City, NY	(718) - 626
DOCS Buffalo	Day reporting	Water Mahoney SOB	Buffalo, NY	(716) - 847
Rikers Island	DOCS Applications	10-10 Hazen St.	E. Elmhearst, NY	(718) - 546
Adam Clayton Powell	Harlem State Office Building	163 West 125th street	New York City	(212) - 961
Albany Medical Center		Albany Medical Center	Albany, NY	(518) - 262
Albany Medical Center*	AIDS	66 Hackett Blvd	Albany, NY	(518) - 262

**ATTACHMENT P  
INDUSTRIES SITES**

550 Broadway, Menands  
Albion Correctional Facility  
Auburn Correctional Facility  
Attica Correctional Facility  
Coxsackie Correctional Facility  
Clinton Correctional Facility  
Eastern Correctional Facility  
Elmira Correctional Facility  
Fishkill Correctional Facility  
Great Meadow Correctional Facility  
Green Haven Correctional Facility  
Mid Orange Correctional Facility  
Wallkill Correctional Facility

# Attachment Q

## DOCS Video Conferencing Sites by HUB

	<u>Status</u>	<u>Main Profile</u>	<u>Other Uses</u>
Proposed sites based on data received from various Programs			
<b>Tinton Hub</b>			
Bare Hill	Installed	Telemedicine	Training, legal proceedings, INS 9/
Clinton	Installed	Telemedicine	Legal Proceedings, INS
Clinton	Installed	Regional Training	Legal proceedings, INS, Court of C
Adirondack	Installed	Telemedicine	legal proceedings, Parole, INS 9/99
Franklin	Installed	Telemedicine	Parole Hearings, INS 9/99
Upstate	Installed	INS	Parole, legal proceedings, INS 9/99
Upstate	Installed	Telemedicine	
Altona	Installed	Telemedicine	
<i>Number of Video Units : 8</i>			
<b>Elmira Hub</b>			
Auburn	Installed	Regional Training	Court, meetings. Off. Larry Cheney
Auburn	Installed	Telemedicine	Legal proceedings, meetings
Elmira	Installed	Telemedicine	Legal proceedings, Parole
Southport	Installed	Telemedicine	INS, Parole
Southport	Installed	Court Hearings	Legal proceedings, INS, Parole
Cayuga	Installed	Telemedicine	
Five Points	Work in Progress	Telemedicine	
Five Points	Work in Progress	Court Hearings	
<i>Number of Video Units : 8</i>			
<b>Great Meadow Hub</b>			
Bldg 2	Installed	Various	Diagnostics, meetings, training
Coxsackie	Installed	Telemedicine	Legal Proceedings
Great Meadow	Installed	Telemedicine	Legal proceedings
Greene	Installed	Education	Patterson Court Pilot
875 Central	Installed	Telemedicine	Telemed, Meetings, Training
Governor's Office (Alb)	Installed	Various	Meetings
Albany Medical Center	Installed	DOCS Partner	Clinics, training
Training Academy	Installed	Regional Training	Meetings
Coxsackie	Installed	Court Hearings	Patterson Court Pilot
Mt. McGregor	Installed	Regional Training	
Division of Parole	Installed	Parole	
Mt. McGregor	Installed	Telemedicine	
Great Meadow	Installed	Education	Legal proceedings, training
Coxsackie	Installed	Education	
Washington	Installed	Education	legal proceedings
Washington	Installed	Telemedicine	
875 Central	Installed	Education	Meetings, training
Watervliet Ave	Installed	Various	Meetings, interviews
Bldg 2	Installed	Various	
Greene	Installed	Telemedicine	
<i>Number of Video Units : 20</i>			
<b>Green Haven Hub</b>			
Green Haven	Installed	Court Hearings	legal proceedings
Downstate	Installed	INS	Legal proceedings, trainings, meeti
Bedford Hills	Installed	Telemedicine	Legal proceedings, training
Fishkill	Installed	Telemedicine	
Fishkill	Installed	Regional Training	
Bedford Hills	Installed	Education	Legal proceedings
Green Haven	Installed	Telemedicine	
<i>Number of Video Units : 7</i>			



# Attachment Q

## DOCS Video Conferencing Sites by HUB

	<u>Status</u>	<u>Main Profile</u>	<u>Other Uses</u>
Proposed sites based on data received from various Programs			
<b>New York City Hub</b>			
Queensboro	Installed	Education	Regional Training, Legal proceedings
Governor's Office (NYC)	Installed	Various	meetings
Arthurkill	Installed	Telemedicine	
Bayview	Installed	Telemedicine	
Sing Sing	Installed	Telemedicine	
Sing Sing	Installed	Regional Training	Court of Claims pilot
Division of Parole NYC	Installed	Parole	
<i>Number of Video Units : 7</i>			
<b>Oneida Hub</b>			
Mohawk	Installed	Telemedicine	Legal proceedings
Mid-State	Installed	Telemedicine	Legal proceedings, INS
Walsh Medical	Installed	Telemedicine	Legal proceedings, training
Oneida	Installed	Regional Training	Legal proceedings
Marcy	Installed	Telemedicine	
Oneida	Installed	Telemedicine	
<i>Number of Video Units : 6</i>			
<b>Sullivan Hub</b>			
Eastern	Installed	Telemedicine	legal proceedings
Shawangunk	Installed	Telemedicine	Legal Proceedings
Sullivan	Installed	Telemedicine	Legal proceedings
Ulster	Installed	INS	
Wallkill	Installed	Telemedicine	
Eastern	Installed	Regional Training	
Woodbourne	Installed	Telemedicine	
Ulster	Installed	Various	Meetings, training
Ulster	Installed	Telemedicine	
Mid-Orange	Installed	Telemedicine	
<i>Number of Video Units : 10</i>			
<b>Watertown Hub</b>			
Riverview	Installed	Telemedicine	Parole Hearings, INS hearings (fax)
Riverview	Installed	Regional Training	Telemedicine, meetings, in service
Cape Vincent	Installed	Telemedicine	
Watertown	Installed	Telemedicine	
Gouverneur	Installed	Telemedicine	
Ogdensburg	Installed	Telemedicine	
<i>Number of Video Units : 6</i>			
<b>Wende Hub</b>			
Attica	Installed	Telemedicine	INS, legal proceedings
Gowanda	Installed	Education	Legal Proceedings, INS, Parole
Groveland	Installed	Telemedicine	Legal proceedings, INS
Orleans	Installed	Education	Legal proceedings, INS
Collins	Installed	Telemedicine	Parole, legal proceedings
Albion	Installed	Telemedicine	Legal proceedings, INS
Gowanda	Installed	Telemedicine	Legal proceedings, training, INS, P
Wyoming	Installed	Telemedicine	INS
Wende	Installed	Telemedicine	INS, legal proceedings
Attica	Installed	Regional Training	Meetings
Orleans	Installed	Telemedicine	Legal Proceedings, INS
Strong Memorial Hospital	Installed	DOCS Partner	
Strong Memorial Hospital	Installed	DOCS Partner	
Division of Parole - Buffalo	Installed	Parole	

# Attachment Q

## DOCS Video Conferencing Sites by HUB

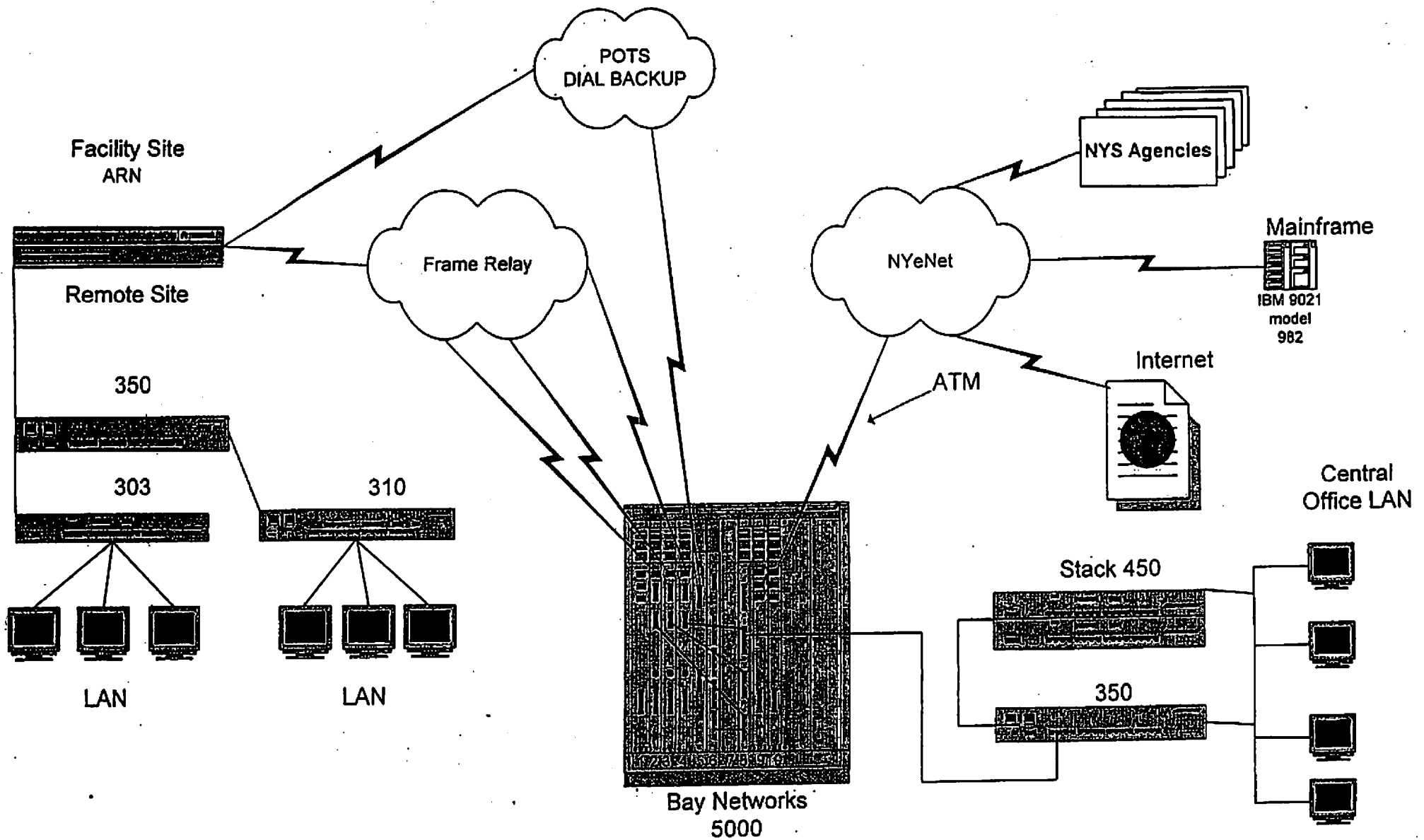
	<u>Status</u>	<u>Main Profile</u>	<u>Other Uses</u>
Albion	Installed	Education	Legal proceedings, INS
Lakeview	Installed	INS	Legal proceedings, training
Lakeview	Installed	Telemedicine	
Livingston	Installed	Telemedicine	

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*Number of Video Units: 18*

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*Total Number of Video Units: 90*



# DOCS LAN/WAN Configuration

Monday, July 31, 2000

Slot Assignment	
1	5310/A
2	5380 w/100mb
3	5380 w/100mb
4	5380 w/100mb
5	5399
6	5300PS
7	Empty
8	5625HD
9	
10	5720M (OGS/NYeNet/DMV/Internet)

## ATTACHMENT S

### PROPOSAL TABLE OF CONTENTS

#### I. Executive Summary

This should describe the bidder offering in a non-technical style. The person authorized to bind the firm to the costs included in the proposal should sign the executive summary.

#### II. Contractual Requirements

This section must be organized in the same manner as the RFP with the bidder's response to each requirement in the appropriate place.

#### III. Performance Requirements

This section should acknowledge acceptance of the performance requirements and describe how each requirement will be met with the resources available. This section should include any referenced technical materials.

#### IV. General Bid Conditions

This section must be organized in the same manner as the RFP with the bidder's response to each requirement in the appropriate place.

#### V. Bid Requirements

This section must be organized in the same manner as the RFP with the bidder's response to each requirement in the appropriate place.

**EXHIBIT B**

**Contractor's Response and Clarification to  
DOCS' Questions Concerning Contractor's Proposal)**



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

November 13, 2000

Mr. Tom Fulton  
WORLD COM  
5050 Tilgman Street  
Suite 450  
Allentown, PA 18104

Dear Mr. Fulton:

It has been brought to DOCS' attention that WorldCom may have provisioned (along with NEC) the PBX to function as an LEC Central End Office. This arrangement may fall outside of any normal provisioning process, as well as the tariffing process.

Please provide clarification by close of business Thursday, November 16, 2000.

Sincerely,

A handwritten signature in cursive script that reads "Edmund F. Koberger".

Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

EFK/dl

cc: Ron Courington, MIS  
Sharon Shear, MIS  
Steve Gasorowski, MIS  
Ken VanDeWal, MIS

# **WORLD COM**

WorldCom Government Markets  
Commerce Plaza III  
5050 Tighman St. Suite 450  
Allentown, PA 18104

November 16, 2000

**SENT VIA FAX AND MAIL**

Mr. Edmund F. Koberger  
Data Communications Specialist  
NYS Department of Correctional Services  
1220 Washington Avenue  
Building #2 - MIS Unit  
Albany, New York 12226-2050  
Fax: 518-485-1524

Re: Request for Clarification: WorldCom's Proposal for Inmate Call Home Telephone Services

Dear Mr. Koberger:

MCI WORLD COM Communications, Inc., on behalf of itself and its U.S.-based affiliates and their respective successors (together, "WorldCom") is pleased to submit its response to the New York State (NYS) Department of Correctional Services' (DOCS) request for clarification concerning the company's proposal to provide Inmate Call Home Telephone Services.

Per your request, attached is WorldCom's response to NYS DOCS' request for clarification on CAMA/MF signaling. Also included with this mailing is a copy of Section 6 - Circuit Associated Signaling from the 'Notes on the BOC Intra-LATA Networks' (TR-NPL-000275 Issue 1, April 1986) as a follow up to our initial discussions on this issue. Please call me if you have any questions regarding WorldCom's response or require additional information.

Sincerely,



Tom Fulton  
Government Account Executive  
WorldCom Government Markets

Enc: WorldCom's Clarification Response for the NYS DOCS Inmate Call Home Telephone Service Proposal  
Section 6 - Circuit Associated Signaling 'Notes on the BOC Intra-LATA Networks'



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**State of New York Inmate Call Home Telephone  
Service**

**Response to Clarification Questions**

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**November 16, 2000**

**Submitted by:**

MCI WorldCom Communications, Inc.  
Government Markets  
8200 Greensboro Drive  
McLean, Virginia 22102-3803

**Point of Contact:**

Mr. Tom Fulton  
Government Account Executive  
Voice: 610-391-7529  
Email: [thomas.j.fulton@wcom.com](mailto:thomas.j.fulton@wcom.com)



# WORLD COM

## PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE

---

### WORLD COM'S RESPONSE TO CLARIFICATION QUESTIONS

This document presents WorldCom's response to the clarification question issued by the New York State (NYS) Department of Correctional Services (DOCS) on November 13, 2000, with regard to WorldCom's October 2, 2000, proposal to provide an Inmate Call Home Telephone Service.

**1. Re: Clarification required as follows:**

It has been brought to DOCS' attention that WorldCom may have provisioned (along with NEC) the PBX to function as an LEC Central End Office. This arrangement may fall outside of any normal provisioning process, as well as the tariffing process. Please provide clarification by close of business Thursday, November 16, 2000.

**WORLD COM Response:** The provisioning of CAMA/MF signaling in WORLD COM's networking solution provided to NYS DOCS, in conjunction with the NY DOCS NEC PBXs at each correctional facility, does not result in a situation whereby NYS DOCS PBXs or WORLD COM network switches function as a LEC Central End Office. CAMA/MF signaling is a PSTN (Public Switched Telephone Network) standard for Special Tandem Signaling that WORLD COM has incorporated into our Maximum Security product offering for solutions provided to NYS DOCS. This signaling is used solely for the screening of traffic to ensure that inmate traffic is transmitted only to those persons authorized by NYS DOCS to receive calls from inmates under the Inmate Call Home Program.

WORLD COM tariffs the charges that we expect users to pay for the services we are providing, and we do not tariff how we provide the services (i.e. CAMA/MF - ANI).

A copy of Section 6 - Circuit Associated Signaling from the 'Notes on the BOC Intra-LATA Networks' (TR-NPL-000275 Issue 1, April 1986) will be furnished in a separate mailing for the State's review.



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

November 7, 2000

Mr. Tom Fulton  
WORLD COM  
5050 Tilgman Street  
Suite 450  
Allentown, PA 18104

Dear Mr. Fulton:

Our Counsel's Office has drafted the following modification to Part 2.18 of the RFP by adding a subdivision "c." as follows:

"When there is a material conflict between the Provider's obligations to DOCS pursuant to this contract and its obligations imposed by the Federal Communications Commission (FCC), FCC rules or regulations, or other applicable Federal law, the Provider's contractual obligations to DOCS will be deemed modified to the extent required by the Federal Communications Commission (FCC), FCC rules or regulations, or other applicable Federal law."

Please respond "Read and Agreed" to the above modification. We expect a response by close of business Friday, November 10, 2000 to facilitate our review of your proposal. Please fax your responses to my attention at (518) 485-1524 and send the original by mail.

Sincerely,

A handwritten signature in cursive script that reads "Edmund F. Koberger".

Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

EFK/dl

cc: Ron Courington, MIS  
Sharon Shear, MIS  
Steve Gasorowski, MIS  
Ken VanDeWal, MIS  
George Glassanos, Counsel's Office

# **WORLD COM**

WorldCom Government Markets  
Commerce Plaza III  
5050 Tighman St. Suite 450  
Allentown, PA 18104

November 10, 2000

**SENT VIA FAX AND MAIL**

Mr. Edmund F. Koberger  
Data Communications Specialist  
NYS Department of Correctional Services  
1220 Washington Avenue  
Building #2 - MIS Unit  
Albany, New York 12226-2050  
Fax: 518-485-1524

Re: Request for Clarification: WorldCom's Proposal for Inmate Call Home Telephone Services

Dear Mr. Koberger:

MCI WORLD COM Communications, Inc., on behalf of itself and its U.S.-based affiliates and their respective successors (together, "WorldCom") is pleased to submit its response to the New York State (NYS) Department of Correctional Services' (DOCS) request for clarification concerning the company's proposal to provide Inmate Call Home Telephone Services.

Per your request, attached is WorldCom's response to NYS DOCS' modification to Part 2.18 of the RFP adding a subdivision "c". Please call me if you have any questions regarding WorldCom's response or require additional information.

Sincerely,



Tom Fulton  
Government Account Executive  
WorldCom Government Markets

Enc: WorldCom's Clarification Response for the NYS DOCS Inmate Call Home Telephone Service Proposal



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**State of New York Inmate Call Home Telephone  
Service**

**Response to Clarification Questions**

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**November 10, 2000**

**Submitted by:**

MCI WorldCom Communications, Inc.  
Government Markets  
8200 Greensboro Drive  
McLean, Virginia 22102-3803

**Point of Contact:**

Mr. Tom Fulton  
Government Account Executive  
Voice: 610-391-7529  
Email: [thomas.j.fulton@wcom.com](mailto:thomas.j.fulton@wcom.com)

# **WORLD COM**

## **PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE**

---

### **WORLD COM'S RESPONSE TO CLARIFICATION QUESTIONS**

This document presents WorldCom's response to the clarification question issued by the New York State (NYS) Department of Correctional Services (DOCS) on November 7, 2000, with regard to WorldCom's October 2, 2000, proposal to provide an Inmate Call Home Telephone Service.

**1. Re: Response to modification to Part 2.18 of the RFP adding a subdivision "c" as follows:**

When there is a material conflict between the Provider's obligations to DOCS pursuant to this contract and its obligations imposed by the Federal Communications Commission (FCC), FCC rules or regulations, or other applicable Federal law, the Provider's contractual obligations to DOCS will be deemed modified to the extent required by the Federal Communications Commission (FCC), FCC rules or regulations, or other applicable Federal law.

Read and agreed.



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

October 26, 2000

Mr. Tom Fulton  
WORLD.COM  
5050 Tilgman Street  
Suite 450  
Allentown, PA 18104

Dear Mr. Fulton,

This is to confirm that you will be providing a demonstration of the services you have proposed in response to the Inmate Call Home RFP on November 8, 2000. In addition, DOCS staff would like to see the items on the attached list demonstrated and/or discussed.

If you have any questions, please contact me at (518) 457-2540.

Sincerely,

*Edmund F. Koberger*  
Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

attachment

cc: Ron Courington  
Steve Gasorowski  
Sharon Shear  
Ken VanDeWal

Search by Notes on Recorder System.

Security of Recording & Notes Field.

How do you handle Video problem?

Demonstrate ticket system.

How does vendor and DOCS Administrator remotely access site equipment for maintenance? Demonstrate any backup access.

Demonstration of recording.

See entire call process including every step of validation.

Demo of site monitoring & value added services.

Describe CDR to billing process.

Demo of how DOCS staff places blocks on accounts.

Is remote access from DOCS main office transparent on local equipment/work station?

Describe your plan for maintaining the on-net dialing plan during the initial take over.

Demonstrate products that DOCS will have access to to manage the network.

View physical requirements for equipment.

Remote playback of recordings.



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

October 24, 2000

Mr. Tom Fulton  
WORLDCOM  
5050 Tilgman Street  
Suite 450  
Allentown, PA 18104

Dear Mr. Fulton:

I have some additional questions and concerns about the proposal you submitted in response to the NYS DOCS Inmate Call Home Telephone Service RFP. Please either answer the question or state "Read and Agreed" to each issue listed below. We expect a response by close of business Friday, October 27, 2000 to facilitate our review of your proposal. Please fax your responses to my attention at (518) 485-1524 and send the original by mail.

1) Re: Response to 5.2.d. - Page 182

Although DOCS will make every reasonable effort to meet the requirements outlined in 8, 9 & 10, we cannot guarantee those conditions at all of our locations. How does this affect your proposal.?

Sincerely,

A handwritten signature in cursive script that reads "Edmund F. Koberger".

Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

EFK/dl

cc: Ron Courington  
Sharon Shear  
Steve Gasorowski  
Ken VanDeWal



# **WORLDCOM**

WorldCom Government Markets  
Commerce Plaza III  
5050 Tighman St. Suite 450  
Allentown, PA 18104

October 27, 2000

## **SENT VIA FAX AND MAIL**

Mr. Edmund F. Koberger  
Data Communications Specialist  
NYS Department of Correctional Services  
1220 Washington Avenue  
Building #2 – MIS Unit  
Albany, New York 12226-2050  
Fax: 518-485-1524

Re: Request for Clarification: WorldCom's Proposal for Inmate Call Home Telephone Services

Dear Mr. Koberger:

MCI WORLDCOM Communications, Inc., on behalf of itself and its U.S.-based affiliates and their respective successors (together, "WorldCom") is pleased to submit its response to the New York State (NYS) Department of Correctional Services' (DOCS) request for clarification concerning the company's proposal to provide Inmate Call Home Telephone Services.

Per your request, attached is WorldCom's response to NYS DOCS' question number 1, issued on October 24, 2000.

Please call me if you have any questions regarding WorldCom's response or require additional information.

Sincerely,

Tom J. Fulton <sup>(SAP)</sup>

Tom Fulton  
Government Account Executive  
WorldCom Government Markets

Enc: WorldCom's Clarification Response for the NYS DOCS Inmate Call Home Telephone Service Proposal



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**State of New York Inmate Call Home Telephone  
Service**

**Response to Clarification Questions**

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**October 27, 2000**

**Submitted by:**

MCI WorldCom Communications, Inc.  
Government Markets  
8200 Greensboro Drive  
McLean, Virginia 22102-3803

**Point of Contact:**

Mr. Tom Fulton  
Government Account Executive  
Voice: 610-391-7529  
Email: [thomas.j.fulton@wcom.com](mailto:thomas.j.fulton@wcom.com)



PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE

---

**WORLD COM'S RESPONSE TO CLARIFICATION QUESTIONS**

This document presents WorldCom's response to the clarification questions issued by the New York State (NYS) Department of Correctional Services (DOCS) on October 24, 2000, with regard to WorldCom's October 2, 2000, proposal to provide an Inmate Call Home Telephone Service. For ease of evaluation and review, WorldCom has included each NYS DOCS' question prior to each WorldCom response.

**1. Re: Response to 5.2.d – Page 182**

Although DOCS will make every reasonable effort to meet the requirements outlined in 8, 9, & 10, we cannot guarantee those conditions at all of our locations. How does this affect your proposal?

WorldCom understands that NYS DOCS cannot guarantee WorldCom's preferred environmental conditions at all locations. Therefore, no impact is made to the company's proposal.



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

October 23, 2000

Mr. Tom Fulton  
WORLDCOM  
5050 Tilgman Street  
Suite 450  
Allentown, PA 18104

Dear Mr. Fulton:

I have some additional questions and concerns about the proposal you submitted in response to the NYS DOCS Inmate Call Home Telephone Service RFP. Please either answer the question or state "Read and Agreed" to each issue listed below. We expect a response by close of business Thursday, October 26, 2000 to facilitate our review of your proposal. Please fax your responses to my attention at (518) 485-1524 and send the original by mail. For question #2, do not fax your response; please mail under separate cover to Ron Courington's attention.

1) Re: Response to 5.2 - Page 142

You have clarified that WORLDCOM will agree to provide separate T1s for video (where specified) and data (total of two T1s) in addition to the T1s necessary to carry administrative and inmate voice traffic AND you have agreed to increase the capacity of the data circuit(s) terminating at DOCS Building #2 by 1.5 Mbps as each DOCS location T1 data circuit is cutover. What affect, if any, does this have on your targeted completion date of 11/27/01?

2) Re: Response to 3.5 - Cost Proposal

In your response to the cost component, you propose reductions in the commission structure for each 30 days of added storage. We need the actual charges for these upgrades without any reduction to the commissions. It is DOCS option as to how payment would be made.

Sincerely,

Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

EFK/dl

cc: Ron Courington  
Sharon Shear  
Steve Gasorowski  
Ken VanDeWal



WorldCom Government Markets  
Commerce Plaza III  
5050 Tighman St. Suite 450  
Allentown, PA 18104

October 26, 2000

**SENT VIA FAX AND MAIL**

Mr. Edmund F. Koberger  
Data Communications Specialist  
NYS Department of Correctional Services  
1220 Washington Avenue  
Building #2 – MIS Unit  
Albany, New York 12226-2050  
Fax: 518-485-1524

Re: Request for Clarification: WorldCom's Proposal for Inmate Call Home Telephone Services

Dear Mr. Koberger:

MCI WORLDCOM Communications, Inc., on behalf of itself and its U.S.-based affiliates and their respective successors (together, "WorldCom") is pleased to submit its response to the New York State (NYS) Department of Correctional Services' (DOCS) request for clarification concerning the company's proposal to provide Inmate Call Home Telephone Services.

Per your request, attached is WorldCom's response to NYS DOCS' question number 1, issued on October 23, 2000, with respect to WorldCom's ability to meet the completion date of 11/27/01. Our response to question 2 is provided under separate cover directly to Ron Courington.

Please call me if you have any questions regarding WorldCom's response or require additional information.

Sincerely,

Tom Fulton  
Government Account Executive  
WorldCom Government Markets

Enc: WorldCom's Clarification Response for the NYS DOCS Inmate Call Home Telephone Service Proposal



---

---

**State of New York Inmate Call Home Telephone  
Service**

**Response to Clarification Questions**

---

---

**October 26, 2000**

**Submitted by:**

**MCI WorldCom Communications, Inc.  
Government Markets  
8200 Greensboro Drive  
McLean, Virginia 22102-3803**

**Point of Contact:**

**Mr. Tom Fulton  
Government Account Executive  
Voice: 610-391-7529  
Email: [thomas.j.fulton@wcom.com](mailto:thomas.j.fulton@wcom.com)**



PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE

---

**WORLDCom's RESPONSE TO CLARIFICATION QUESTIONS**

This document presents WorldCom's response to the clarification questions issued by the New York State (NYS) Department of Correctional Services (DOCS) on October 23, 2000, with regard to WorldCom's October 2, 2000, proposal to provide an Inmate Call Home Telephone Service. For ease of evaluation and review, WorldCom has included each NYS DOCS' question prior to each WorldCom response.

**1. Re: Response to 5.2 – Page 142**

You have clarified that WorldCom will agree to provide separate T1s for video (where specified) and data (total of two T1s) in addition to the T1s necessary to carry administrative and inmate voice traffic AND you have agreed to increase the capacity of the data circuit(s) terminating at DOCS Building #2 by 1.5 Mbps as each DOCS location is cutover. What affect, if any, does this have on your targeted completion date of 11/27/01?

This data and capacity design for NYS DOCS will have no impact on WorldCom's targeted completion date of 11/27/01.

**2. Re: Response to 3.5 – Cost Proposal**

In your response to the cost component, you propose reductions in the commission structure for each 30 days of added storage. We need the actual charges for these upgrades without any reduction to the commissions. It is DOCS option as to how payment would be made.

Per NYS DOCS' instructions in its letter to WorldCom dated October 23, 2000, WorldCom has provided its response to this question under separate cover directly to Mr. Ron Courington.

# **WORLD**COM

WorldCom Government Markets  
Commerce Plaza III  
5050 Tilghman St. Suite 450  
Allentown, PA 18104

October 26, 2000

**SENT VIA MAIL**

Mr. Ron Courington  
NYS Department of Correctional Services  
1220 Washington Avenue  
Building #2 – MIS Unit  
Albany, New York 12226-2050

Re: Request for Clarification: WorldCom's Proposal for Inmate Call Home Telephone Services

Dear Mr. Courington:

MCI WORLDCOM Communications, Inc., on behalf of itself and its U.S.-based affiliates and their respective successors (together, "WorldCom") is pleased to submit its response to the New York State (NYS) Department of Correctional Services' (DOCS) request for clarification concerning the company's proposal to provide Inmate Call Home Telephone Services.

Per Ed Koberger's request, attached is WorldCom's response to NYS DOCS' question number 2, issued on October 23, 2000, with respect to WorldCom's cost proposal. Our response to question 1 is provided under separate cover directly to Ed Koberger.

Please call me if you have any questions regarding WorldCom's response or require additional information.

Sincerely,

Tom Fulton  
Government Account Executive  
WorldCom Government Markets

Enc: WorldCom's Clarification Response for the NYS DOCS Inmate Call Home Telephone Service Proposal





PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE

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**WORLD COM'S RESPONSE TO CLARIFICATION QUESTIONS**

This document presents WorldCom's response to the clarification questions issued by the New York State (NYS) Department of Correctional Services (DOCS) on October 23, 2000, with regard to WorldCom's October 2, 2000, proposal to provide an Inmate Call Home Telephone Service. For ease of evaluation and review, WorldCom has included each NYS DOCS' question prior to each WorldCom response.

**1. Re: Response to 5.2 – Page 142**

You have clarified that WorldCom will agree to provide separate T1s for video (where specified) and data (total of two T1s) in addition to the T1s necessary to carry administrative and inmate voice traffic AND you have agreed to increase the capacity of the data circuit(s) terminating at DOCS Building #2 by 1.5 Mbps as each DOCS location is cutover. What affect, if any, does this have on your targeted completion date of 11/27/01?

This data and capacity design for NYS DOCS will have no impact on WorldCom's targeted completion date of 11/27/01.

**2. Re: Response to 3.5 – Cost Proposal**

In your response to the cost component, you propose reductions in the commission structure for each 30 days of added storage. We need the actual charges for these upgrades without any reduction to the commissions. It is DOCS option as to how payment would be made.

Should NYS DOCS desire to increase the amount of recording storage above the proposed 60 days, WorldCom would charge NYS DOCS a one time up-front fee of \$650,000 for each additional 30 days of storage. For example, if NYS DOCS requests 90 days of recording storage, WorldCom will charge NYS DOCS \$650,000.



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

October 18, 2000

Mr. Tom Fulton  
WORLD COM  
5050 Tilgman Street  
Suite 450  
Allentown, PA 18104

Dear Mr. Fulton:

I have some additional questions and concerns about the proposal you submitted in response to the NYS DOCS Inmate Call Home Telephone Service RFP. Please either answer the question or state "Read and Agreed" to each issue listed below. We expect a response by close of business Monday, October 23, 2000 to facilitate our review of your proposal. Please fax your responses to my attention at (518) 485-1524 and send the original by mail.

- 1) Re: 10/16/00 letter responding to DOCS Item 6

Your response to 3.4.e. is unacceptable.

DOCS requires that as a facility is cutover to the new contract service, including the required T1 data circuit and T1 video circuit, that the capacity of the data circuit(s) terminating at DOCS Building #2 must be increased by 1.5 Mbps for each DOCS location T1 data circuit.

Please respond whether WORLD COM agrees or not.

Sincerely,

Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

EFK/dl

cc: Ron Courington  
Sharon Shear  
Steve Gasorowski  
Ken VanDeWal



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**State of New York Inmate Call Home Telephone  
Service**

**Response to Clarification Questions**

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**October 23, 2000**

**Submitted by:**

MCI WorldCom Communications, Inc.  
Government Markets  
8200 Greensboro Drive  
McLean, Virginia 22102-3803

**Point of Contact:**

Mr. Tom Fulton  
Government Account Executive  
Voice: 610-391-7529  
Email: [thomas.j.fulton@wcom.com](mailto:thomas.j.fulton@wcom.com)

# **WORLD<sup>+</sup>COM**

WorldCom Government Markets  
Commerce Plaza III  
5050 Tilghman St. Suite 450  
Allentown, PA 18104

October 23, 2000

## **SENT VIA FAX AND MAIL**

Mr. Edmund F. Koberger  
Data Communications Specialist  
NYS Department of Correctional Services  
1220 Washington Avenue  
Building #2 – MIS Unit  
Albany, New York 12226-2050  
Fax: 518-485-1524

Re: Request for Clarification: WorldCom's Proposal for Inmate Call Home Telephone Services

Dear Mr. Koberger:

MCI WORLD<sup>+</sup>COM Communications, Inc., on behalf of itself and its U.S.-based affiliates and their respective successors (together, "WorldCom") is pleased to submit its response to the New York State (NYS) Department of Correctional Services' (DOCS) request for clarification concerning the company's proposal to provide Inmate Call Home Telephone Services.

Per your request, attached is WorldCom's response to NYS DOCS' question 1. Please call me if you have any questions regarding WorldCom's response or require additional information.

Sincerely,

Tom J. Fulton <sup>SA</sup>

Tom Fulton  
Government Account Executive  
WorldCom Government Markets

Enc: WorldCom's Clarification Response for the NYS DOCS Inmate Call Home Telephone Service Proposal



PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE

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**WORLD COM'S RESPONSE TO CLARIFICATION QUESTIONS**

This document presents WorldCom's response to the 1 clarification questions issued by the New York State (NYS) Department of Correctional Services (DOCS) on October 18, 2000, with regard to WorldCom's October 2, 2000, proposal to provide an Inmate Call Home Telephone Service. For ease of evaluation and review, WorldCom has included each NYS DOCS' question prior to each WorldCom response.

**1. Re: 10/16/00 letter responding to DOCS Item 6**

Your response to 3.4.e is unacceptable.

DOCS requires that as a facility is cutover to the new contract service, including the required T1 data circuit and T1 video circuit, that the capacity of the data circuit(s) terminating at DOCS Building #2 must be increased by 1.5 Mbps for each DOCS location t1 data circuit.

**Read and Agreed.** As a facility is cutover to the new contract service, including the required T1 data circuit and T1 video circuit, the capacity of the data circuit(s) terminating at DOCS Building #2 will be increased by 1.5 Mbps for each DOCS location T1 data circuit.



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

October 17, 2000

Mr. Tom Fulton  
WORLDCOM  
5050 Tilgman Street  
Suite 450  
Allentown, PA 18104

Dear Mr. Fulton:

I have some additional questions and concerns about the proposal you submitted in response to the NYS DOCS Inmate Call Home Telephone Service RFP. Please either answer the question or state "Read and Agreed" to each issue listed below. We expect a response by close of business Monday, October 23, 2000 to facilitate our review of your proposal. Please fax your responses to my attention at (518) 485-1524 and send the original by mail.

1) Response to 3.22.c. - Page 100-101

How long will WORLDCOM retain closed tickets on the proposed online Ticket Manager System?

2) Response to 3.24 - Page 116

As previously outlined in our October 6 letter, Item I, DOCS will make every effort to make reasonable requests regarding expansion during the life of the inmate phone contract. DOCS cannot predict how much expansion, if any, will be necessary during the life of the contract including the final year. Therefore, the provision in the first paragraph of Section 3.24. - Expansion Responsibilities will remain as stated in the RFP.

3) Response to 3.24.i. - Page 118

Your response is unacceptable. DOCS requires a separate T1 for video at future video sites. This requirement is over and above the T1s necessary to carry data, administrative voice and inmate voice.

Sincerely,

Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

EFK/dl

cc: Ron Courington  
Steve Gasorowski

Sharon Shear  
Ken VanDeWal

# **WORLD**COM

WorldCom Government Markets  
Commerce Plaza III  
5050 Tighman St. Suite 450  
Allentown, PA 18104

October 23, 2000

## **SENT VIA FAX AND MAIL**

Mr. Edmund F. Koberger  
Data Communications Specialist  
NYS Department of Correctional Services  
1220 Washington Avenue  
Building #2 – MIS Unit  
Albany, New York 12226-2050  
Fax: 518-485-1524

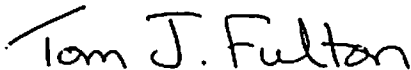
Re: Request for Clarification: WorldCom's Proposal for Inmate Call Home Telephone Services

Dear Mr. Koberger:

MCI WORLDCOM Communications, Inc., on behalf of itself and its U.S.-based affiliates and their respective successors (together, "WorldCom") is pleased to submit its response to the New York State (NYS) Department of Correctional Services' (DOCS) request for clarification concerning the company's proposal to provide Inmate Call Home Telephone Services.

Per your request, attached is WorldCom's response to NYS DOCS' questions 1 through 3. Please call me if you have any questions regarding WorldCom's response or require additional information.

Sincerely,

 (S)

Tom Fulton  
Government Account Executive  
WorldCom Government Markets

Enc: WorldCom's Clarification Response for the NYS DOCS Inmate Call Home Telephone Service Proposal



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**State of New York Inmate Call Home Telephone  
Service**

**Response to Clarification Questions**

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**October 23, 2000**

**Submitted by:**

**MCI WorldCom Communications, Inc.  
Government Markets  
8200 Greensboro Drive  
McLean, Virginia 22102-3803**

**Point of Contact:**

**Mr. Tom Fulton  
Government Account Executive  
Voice: 610-391-7529  
Email: [thomas.j.fulton@wcom.com](mailto:thomas.j.fulton@wcom.com)**





PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE

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**WORLD COM'S RESPONSE TO CLARIFICATION QUESTIONS**

This document presents WorldCom's response to the 3 clarification questions issued by the New York State (NYS) Department of Correctional Services (DOCS) on October 17, 2000, with regard to WorldCom's October 2, 2000, proposal to provide an Inmate Call Home Telephone Service. For ease of evaluation and review, WorldCom has included each NYS DOCS' question prior to each WorldCom response.

**1. Response to 3.22.c – Page 100-101**

How long will WorldCom retain closed tickets on the proposed online Ticket Manager System?

WorldCom will retain an historical archive of all closed tickets on its Ticket Manager system for the life of the contract.

**2. Response to 3.24 – Page 116**

As previously outlined in our October 6 letter, Item I, DOCS will make every effort to make reasonable requests regarding expansion during the life of the inmate phone contract. DOCS cannot predict how much expansion, if any, will be necessary during the life of the contract including the final year. Therefore, the provision in the first paragraph of Section 3.24 – Expansion Responsibilities will remain as stated in the RFP.

Read and Agreed.

**3. Response to 3.24.i – Page 118**

Your response is unacceptable. DOCS requires a separate T1 for video at future video sites. This requirement is over and above the T1s necessary to carry data, administrative voice, and inmate voice.

WorldCom will provide a separate T1 for video at future video sites. It is understood that this requirement is over and above the T1s necessary to carry data, administrative voice, and inmate voice.



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

October 16, 2000

Mr. Tom Fulton  
WORLD.COM  
5050 Tilgman Street  
Suite 450  
Allentown, PA 18104

Dear Mr. Fulton:

I have some additional questions and concerns about the proposal you submitted in response to the NYS DOCS Inmate Call Home Telephone Service RFP. Please either answer the question or state "Read and Agreed" to each issue listed below. We expect a response by close of business Friday, October 20, 2000 to facilitate our review of your proposal. Please fax your responses to my attention at (518) 485-1524 and send the original by mail.

1) Response to 3.5 - Page 65

Describe the security capabilities and limitations of the "notes" field.

2) Response to 3.6 - Page 74

Is there any cost to DOCS associated with the Attorney/Client calls option outlined on page 76.

3) Response to 3.10.k. - Page 86

Your response refers to flowchart diagrams in Attachment 2. By following the steps outlined in these diagrams, we are unable to determine if a collect call is being validated? In addition, could you please explain how those flowchart diagrams relate to the steps you have outlined in your response to 3.13.a.?

Sincerely,

Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

EFK/dl

cc: Ron Courington  
Steve Gasorowski  
Sharon Shear  
Ken VanDeWal

# **WORLD**COM

WorldCom Government Markets  
Commerce Plaza III  
5050 Tilghman St. Suite 450  
Allentown, PA 18104

October 20, 2000

## **SENT VIA FAX AND MAIL**

Mr. Edmund F. Koberger  
Data Communications Specialist  
NYS Department of Correctional Services  
1220 Washington Avenue  
Building #2 - MIS Unit  
Albany, New York 12226-2050  
Fax: 518-485-1524

Re: Request for Clarification: WorldCom's Proposal for Inmate Call Home Telephone Services

Dear Mr. Koberger:

MCI WORLDCOM Communications, Inc., on behalf of itself and its U.S.-based affiliates and their respective successors (together, "WorldCom") is pleased to submit its response to the New York State (NYS) Department of Correctional Services' (DOCS) request for clarification concerning the company's proposal to provide Inmate Call Home Telephone Services.

Per your request, attached is WorldCom's response to NYS DOCS' questions 1 through 3. Please call me if you have any questions regarding WorldCom's response or require additional information.

Sincerely,

*Tom J. Fulton*

Tom Fulton  
Government Account Executive  
WorldCom Government Markets

Enc: WorldCom's Clarification Response for the NYS DOCS Inmate Call Home Telephone Service Proposal



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**State of New York Inmate Call Home Telephone  
Service**

**Response to Clarification Questions**

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**October 20, 2000**

**Submitted by:**

MCI WorldCom Communications, Inc.  
Government Markets  
8200 Greensboro Drive  
McLean, Virginia 22102-3803

**Point of Contact:**

Mr. Tom Fulton  
Government Account Executive  
Voice: 610-391-7529  
Email: [thomas.j.fulton@wcom.com](mailto:thomas.j.fulton@wcom.com)



PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE

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**WORLD COM'S RESPONSE TO CLARIFICATION QUESTIONS**

This document presents WorldCom's response to the 3 clarification questions issued by the New York State (NYS) Department of Correctional Services (DOCS) on October 16, 2000, with regard to WorldCom's October 2, 2000, proposal to provide an Inmate Call Home Telephone Service. For ease of evaluation and review, WorldCom has included each NYS DOCS' question prior to each WorldCom response.

**1. Response to 3.5 – Page 65**

Describe the security capabilities and limitations of the "notes" field.

The LazerPhone system is controlled by a multi-option security profile for each system user. This allows users to access only those functions corresponding to their security levels, including the use of the Rich Notes feature. Within the 'Configure User Options' screen, a check mark has to be placed in the selection box for 'Create/Edit Notes' for that user to have access to the Rich Notes feature.

When an authorized user accesses the Rich Note editor from the 'Call Search Screen,' any entry made is automatically created with the user's name and the time/date the note was created as the first line. The imprinted user name and time/date stamp cannot be edited or altered in any way.

Any entry created in the text editor can be accessed, viewed, and edited by other users of the system with appropriate Rich Note security clearance. Individual user notes can be saved to a diskette as they are created and therefore a permanent, original record of the note is archived. Rich Notes can be exported to a word processing program like Microsoft Word or it can be saved as a plain text file.

**2. Response to 3.6 – Page 74**

Is there any cost to DOCS associated with the Attorney/Client calls option outlined on page 76.

There are no costs to DOCS associated with the Attorney/Client calls option outlined on proposal page 76.



**PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE**

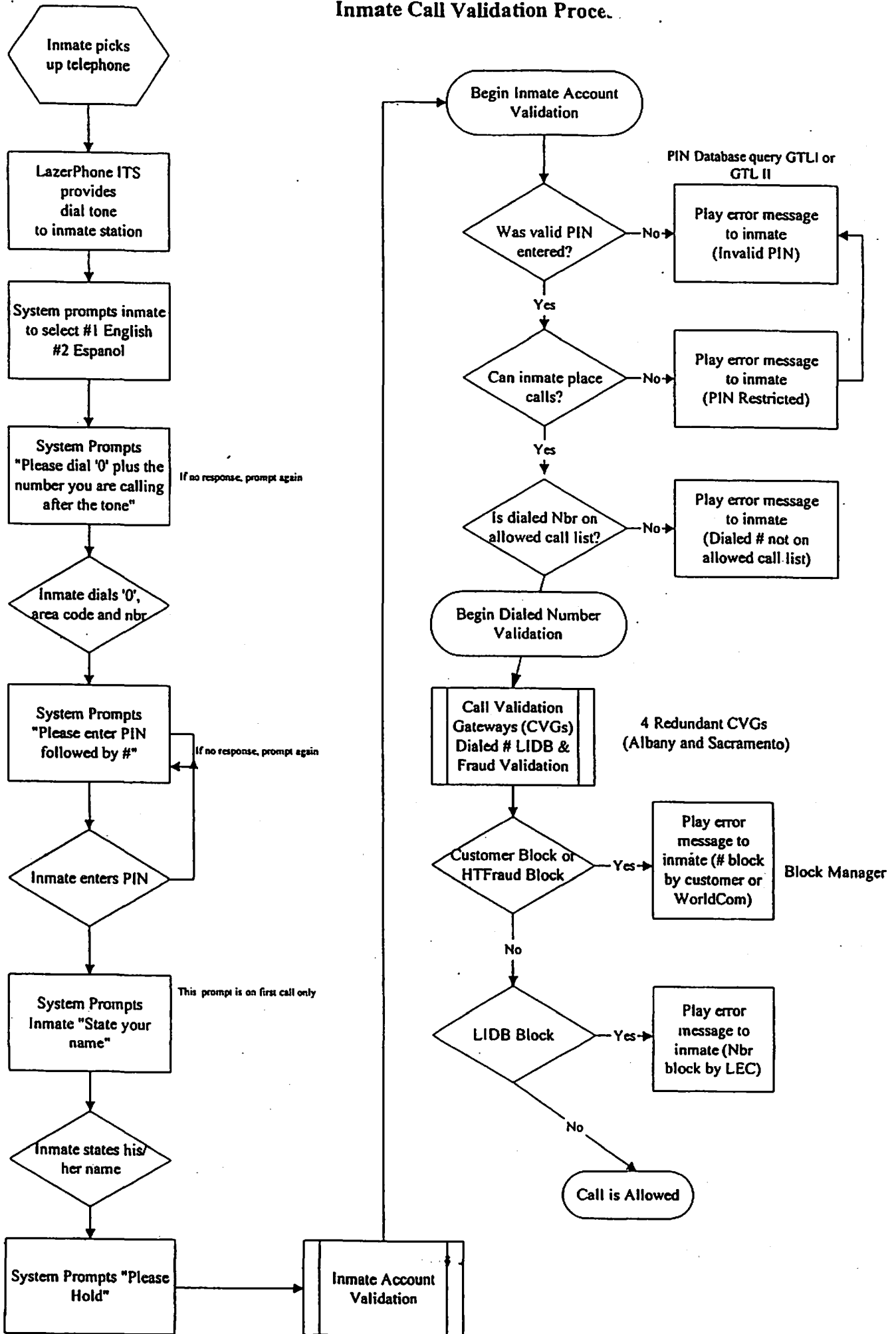
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**3. Response to 3.10.k – Page 86**

Your response refers to flowchart diagrams in Attachment 2. By following the steps outlined in these diagrams, we are unable to determine if a collect call is being validated? In addition, could you please explain how those flowchart diagrams relate to the steps you have outlined in your response to 3.13a?

The attached revised flow charts address NYS DOCS' concerns. The flow charts point out when and how the validation process occurs, and clearly follow the steps outlined in WorldCom's Proposal Section 3.13.a.

# Inmate Call Validation Process





STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

October 12, 2000

Mr. Tom Fulton  
WORLD COM  
5050 Tilgman Street  
Suite 450  
Allentown, PA 18104

Dear Mr. Fulton:

I have some additional questions and concerns about the proposal you submitted in response to the NYS DOCS Inmate Call Home Telephone Service RFP. Please either answer the question or state "Read and Agreed" to each issue listed below. We expect a response by close of business Monday, October 16, 2000 to facilitate our review of your proposal. Please fax your responses to my attention at (518) 485-1524 and send the original by mail.

1) Response to 2.18 - Page 36

DOCS requests further clarification regarding your response to this section. The RFP simply indicates that any agreement will be governed by the laws of the State of New York and that any dispute regarding the agreement will be pursued in the Court of Claims for the State of New York. We do not understand your response, specifically the section dealing with tariffs.

2) Response to 2.22 - Page 38

Your response is unacceptable. You may not alter Appendix A. Please respond whether you agree or not.

3) Response to 2.8 - Page 22

First you say "Read and Agreed" and then proceed to modify that agreement, which constitutes an exception.

The only purpose of this requirement is to enable DOCS to understand a subcontractor relationship with the prime contractor at the end of our relationship with that prime contractor. The most likely scenario is at the end of this contract we choose to retain the use of equipment and enter into negotiations with the manufacturer. We are not interested in pricing your relationship nor understanding your detailed financial model. As for providing "justification" that infers your ability to accept or reject our justification, that is unacceptable.



4) Response to 3.17.d. - Page 94

Your response is not acceptable. Provision 3.17.d will remain as stated in the RFP without modification. Please respond "Read and Agreed."

5) Response to 3.4.e. - Page 64

Your response is unacceptable. DOCS specified in this section that separate T1s will be required for video and data (total of two (2) T1s). These two T1s are over and above the T1s necessary to carry administrative and inmate voice traffic. Additionally, each of the Industries sites (listed in Attachment P of the RFP) require a 56 kb data circuit. Please respond whether WORLDCOM agrees or not.

6) Response to 3.4.e. - Page 64

Please clarify. Will WORLDCOM maintain the current DS3 access? Will WORLDCOM provide increased bandwidth as required by DOCS over and above the additional DS3 outlined in your response?

7) Response to 3.4.c - Page 61

If DOCS allows WORLDCOM to use the existing 56 kbps frame relay network as a backup/redundant network. WORLDCOM is responsible for any and all costs associated with implementation.

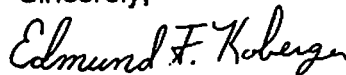
8) Response to 3.4.c. - Page 61

Please clarify. It is unclear from your response if WORLDCOM can meet DOCS' requirements. DOCS requires a data connection of one T1 at 1.5 Mbps from every connected facility/location as described in the RFP.

9) Response to 3.5 - Page 65

How do locked recordings affect the total recording capacity? Do locked recordings detract from the original 60 day recording capacity? If locked recordings are stored separately, what is the storage capacity?

Sincerely,



Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

EFK/dl

cc: Ron Courington  
Steve Gasorowski  
Sharon Shear  
Ken VanDeWal

# **WORLD**COM

WorldCom Government Markets  
Commerce Plaza III  
5050 Tighman St. Suite 450  
Allentown, PA 18104

October 16, 2000

## **SENT VIA FAX AND MAIL**

Mr. Edmund F. Koberger  
Data Communications Specialist  
NYS Department of Correctional Services  
1220 Washington Avenue  
Building #2 - MIS Unit  
Albany, New York 12226-2050  
Fax: 518-485-1524

Re: Request for Clarification: WorldCom's Proposal for Inmate Call Home Telephone Services

Dear Mr. Koberger:

MCI WORLDCOM Communications, Inc., on behalf of itself and its U.S.-based affiliates and their respective successors (together, "WorldCom") is pleased to submit its response to the New York State (NYS) Department of Correctional Services' (DOCS) request for clarification concerning the company's proposal to provide Inmate Call Home Telephone Services.

Per your request, attached is WorldCom's response to NYS DOCS' questions 1 through 9. Please call me if you have any questions regarding WorldCom's response or require additional information.

Sincerely,

Tom J. Fulton <sup>(TJF)</sup>

Tom Fulton  
Government Account Executive  
WorldCom Government Markets

Enc: WorldCom's Clarification Response for the NYS DOCS Inmate Call Home Telephone Service Proposal



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**State of New York Inmate Call Home Telephone  
Service**

**Response to Clarification Questions**

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**October 16, 2000**

**Submitted by:**

MCI WorldCom Communications, Inc.  
Government Markets  
8200 Greensboro Drive  
McLean, Virginia 22102-3803

**Point of Contact:**

Mr. Tom Fulton  
Government Account Executive  
Voice: 610-391-7529  
Email: [thomas.j.fulton@wcom.com](mailto:thomas.j.fulton@wcom.com)



PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE

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**WORLD COM'S RESPONSE TO CLARIFICATION QUESTIONS**

This document presents WorldCom's response to the 9 clarification questions issued by the New York State (NYS) Department of Correctional Services (DOCS) on October 12, 2000, with regard to WorldCom's October 2, 2000, proposal to provide an Inmate Call Home Telephone Service. For ease of evaluation and review, WorldCom has included each NYS DOCS' question prior to each WorldCom response.

**1. Response to 2.18 – Page 36**

DOCS requests further clarification regarding your response to this section. The RFP simply indicates that any agreement will be governed by the laws of the State of New York and that any dispute regarding the agreement will be pursued in the Court of Claims for the State of New York. We do not understand your response, specifically the section dealing with tariffs.

WorldCom provides the following clarification regarding its response to 2.18 of the RFP, the purpose of which is to clearly identify that WorldCom is subject to the regulation of the Federal Communications Commission and required to conduct business under federal law. The underlying service that WorldCom provides to consumers (i.e., inmates and called parties) is provided in accordance with WorldCom's tariffs and governed by federal law and regulation and therefore the explanation provided in WorldCom's initial RFP response is typically provided to address States' governing law provisions such as that set forth in Section 2.18 of the RFP. Similar language has been provided in response to previous NYS DOCS' RFPs (and numerous NYS RFPs), and considered acceptable. WorldCom's RFP response expressly agrees to Section 2.18 of the RFP and merely clarifies that, on some issues, federal law will take precedence because WorldCom is a federally regulated entity.

**2. Response to 2.22 – Page 38**

Your response is unacceptable. You may not alter Appendix A. Please respond whether you agree or not.

WorldCom has read, understands and will comply with the terms and conditions in Appendix A and specifically withdraws its previous response to Paragraph 19 therein. WorldCom



## PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE

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understands that the additional paragraph regarding limitation on warranties that it has requested cannot be inserted into Appendix A and it was not WorldCom's intent to modify Appendix A in this regard. WorldCom respectfully requests that the additional language regarding limitation on Warranties be included elsewhere in the Parties' contract. This provision is necessary to clarify that only those express warranties set forth in the Parties' contract apply to the goods and services being provided under the contract.

### **3. Response to 2.8 – Page 22**

First you say "Read and Agreed" and then proceed to modify that agreement which constitutes an exception.

The only purpose of this requirement is to enable DOCS to understand a subcontractor relationship with the prime contractor at the end of our relationship with that prime contractor. The most likely scenario is at the end of this contract we choose to retain the use of equipment and enter into negotiations with the manufacturer. We are not interested in pricing your relationship nor understanding your detailed financial model. As for providing "justification" that infers your ability to accept or reject our justification, that is unacceptable.

**Read and Agreed.**

### **4. Response to 3.17d – Page 94**

Your response is not acceptable. Provision 3.17.d will remain as stated in the RFP without modification. Please respond "Read and Agreed."

WorldCom respectfully reiterates its initial response to Paragraph 3.17 and notes that the State of New York has accepted insertion of this provision into prior contracts with WorldCom. WorldCom is unable to accept liability for other than direct damages that the State might incur as a result of a WorldCom's failure to perform the terms of the contract. Additionally, WorldCom hereby clarifies that the limitation of liability language proposed applies to all performance, not only to the the occurrence of service interruptions specified in subparagraph 3.17.d.



**PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE**

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**5. Response to 3.4.e – Page 64**

Your response is unacceptable. DOCS specified in this section that separate T1s will be required for video and data (total of two (2) T1s). The two T1s are over and above the T1s necessary to carry administrative and inmate voice traffic. Additionally, each of the industries sites (listed in Attachment P of the RFP) require a 56 kb data circuit. Please respond whether WorldCom agrees or not.

**Read and Agreed.**

**6. Response to 3.4.e – Page 64**

Please clarify. Will WorldCom maintain the current DS3 access? Will WorldCom provide increased bandwidth as required by DOCS over and above the additional DS3 outlined in your response?

**Read and Agreed.** WorldCom will maintain the current DS3 access. WorldCom will provision additional DS3s and associated equipment to support the required applications.

**7. Response to 3.4.c – Page 61**

If DOCS allows WorldCom to use the existing 56 kbps frame relay network as a backup/redundant network, WorldCom is responsible for any and all costs associated with implementation.

**Read and Agreed.**

**8. Response to 3.4.c – Page 61**

Please clarify. It is unclear from your response if WorldCom can meet DOCS' requirements. DOCS requires a data connection of one T1 at 1.5 Mbps from every connected facility/location as described in the RFP.

WorldCom will provide a data connection of one T1 at 1.5 Mbps from every connected facility/location as described in the RFP.



**PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE**

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**9. Response to 3.5 – Page 65**

**How do locked recordings affect the total recording capacity?  
Do locked recordings detract from the original 60 day recording  
capacity? If locked recordings are stored separately, what is the  
storage capacity?**

The proposed LazerPhone system at each facility will comprehensively record all calls to a large RAID 5 hard disk array. When a user elects to 'lock' the conversation, the conversation will be moved to a separate partition or location on the hard disk array. Once moved, the conversation cannot be deleted unless a user with the next password level deletes the conversation.

WorldCom's proposed solution includes 60 days of storage at each facility plus an additional 30 percent of capacity for long term storage of locked conversations. WorldCom factored in NYS DOCS actual call volumes to size each facility's hard disk array, accounting for an annual growth of 5 percent per year.



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

October 10, 2000

Mr. Tom Fulton  
WORLD COM  
5050 Tilgman Street  
Suite 450  
Allentown, PA 18104

Dear Mr. Fulton:

The New York State Department of Correctional Services would like to offer WORLD COM the opportunity to demonstrate all aspects of the services you have proposed in response to the Inmate Call Home RFP. This is not part of the requirement described in Section 3.1 - Takeover Approach (e).

If you have any questions regarding the demonstration or to make the necessary arrangements, please contact me at (518) 457-4414.

Sincerely,

A handwritten signature in cursive script that reads "Edmund F. Koberger".

Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

EFK/dl

cc: Ron Courington  
Steve Gasorowski  
Sharon Shear  
Ken VanDeWal





STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

October 6, 2000

Mr. Tom Fulton  
WORLDCOM  
5050 Tilgman Street  
Suite 450  
Allentown, PA 18104

Dear Mr. Fulton:

I have some questions and concerns about the proposal you submitted in response to the NYS DOCS Inmate Call Home Telephone Service RFP. Please either answer the question or state "Read and Agreed" to each issue listed below. We expect a response as soon as possible to facilitate our review of your proposal. Please fax your responses to my attention at (518) 485-1524 and send the original by mail. For question #11, do not fax your response; please mail under separate letter.

1) Response to 2.2 - DOCS Authority (b)

DOCS will make every effort to make reasonable requests regarding expansions during the life of the inmate phone contract. DOCS cannot predict how much expansion, if any, will be necessary during the life of the contract including the final year. Therefore, the provision 2.2b will remain as stated in the RFP.

2) Response to 2.8 - Subcontractor Contracts

We understand that aspects of your subcontractor contracts may have proprietary and confidential technical information. We maintain that any provisions that affect any general business provision (i.e. costs, level of service, duration of service) is available to DOCS upon request.

3) Response to 2.9 - Detailed Reports (b)

Will WORLDCOM work with DOCS to revise monthly facility video report to accommodate DOCS needs as necessary?

4) Response to 2.11 - Monthly Files (a)

The 30-day period will begin when submitted to MCI by DOCS.

5) Response to 2.14 - Rate Charges

Provide your international rates to those areas outside of the continental United States.

6) Response to 2.17 - Non-Payment Blocking/Prepayment (a)

Does MCI perform a LIDB check on every call? If not, does MCI use caching? If so, when does MCI perform caching and for what time period?

7) Response to 2.17 - Non-Payment Blocking/Prepayment (b)

Please describe how the establishment of a "10XXX direct remit account" affects a customer's choice of long distance carrier?

8) Response to 3.17 - Failure and Delay Penalties (c)

The 30-day period will begin when submitted to MCI by DOCS.

9) Response to 3.19 - DOCS Staff 800 Number

Will WORLDCOM provide an 800 number for each new facility that becomes operational during the contract period.

10) Response to 3.20 - Customer Inquiry 800 Number

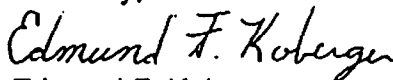
What happens when you call the Albany NCC 800 number before 7:30 AM or after 3:00 PM?

11) Response to 3.3 - Administrative Telephone Services

In your response to the administrative telephone rates section to the RFP, you list a video transport charge that is higher than our current transport charge. As stated in the RFP, increases to these rates will not be allowed. Our current rate is six times our on-net billing rate. We require the same rates for this agreement. Please acknowledge your acceptance of this provision.

12) Please provide contact name, address, phone and fax numbers for the following references you provided: Oakland County Jail in Michigan, State of Colorado Department of Corrections, State of Ohio Department of Corrections, State of Virginia Department of Corrections and State of California Department of Corrections.

Sincerely,



Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

EFK/dl

cc: Ron Courington  
Steve Gasorowski  
Sharon Shear  
Ken VanDeWal



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**State of New York Inmate Call Home Telephone  
Service**

**Response to Clarification Questions**

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**October 11, 2000**

**Submitted by:**

MCI WorldCom Communications, Inc.  
Government Markets  
8200 Greensboro Drive  
McLean, Virginia 22102-3803

**Point of Contact:**

Mr. Tom Fulton  
Government Account Executive  
Voice: 610-391-7529  
Email: [thomas.j.fulton@wcom.com](mailto:thomas.j.fulton@wcom.com)

# **WORLD COM**

WorldCom Government Markets  
Commerce Plaza III  
5050 Tilghman St. Suite 450  
Allentown, PA 18104

October 11, 2000

**SENT VIA FAX AND MAIL**

Mr. Edmund F. Koberger  
Data Communications Specialist  
NYS Department of Correctional Services  
1220 Washington Avenue  
Building #2 - MIS Unit  
Albany, New York 12226-2050  
Fax: 518-485-1524

Re: Request for Clarification: WorldCom's Proposal for Inmate Call Home Telephone Services


Dear Mr. Koberger:

MCI WORLD COM Communications, Inc., on behalf of itself and its U.S.-based affiliates and their respective successors (together, "WorldCom") is pleased to submit its response to the New York State (NYS) Department of Correctional Services' (DOCS) request for clarification concerning the company's proposal to provide Inmate Call Home Telephone Services.

Per your request, attached is WorldCom's response to NYS DOCS' questions 1 through 10 and 12. Our response to question 11, Administrative Telephone Services, is provided under separate cover.

Please call me if you have any questions regarding WorldCom's response or require additional information.

Sincerely,

T. J. Fulton 

Tom Fulton  
Government Account Executive  
WorldCom Government Markets

Enc: WorldCom's Clarification Response for the NYS DOCS Inmate Call Home Telephone Service Proposal



PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE

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**WORLD COM'S RESPONSE TO CLARIFICATION QUESTIONS**

This document presents WorldCom's response to the 12 clarification questions issued by the New York State (NYS) Department of Correctional Services (DOCS) on October 6, 2000, with regard to WorldCom's October 2, 2000, proposal to provide an Inmate Call Home Telephone Service. For ease of evaluation and review, WorldCom has included each NYS DOCS' question prior to each WorldCom response.

**1. Response to 2.2 – DOCS Authority (b)**

DOCS will make every effort to make reasonable requests regarding expansions during the life of the Inmate phone contract. DOCS cannot predict how much expansion, if any, will be necessary during the life of the contract, including the final year. Therefore, the provision 2.2b will remain as stated in the RFP.

**Read and Agreed.** WorldCom understands that NYS DOCS will make every effort to make reasonable requests regarding expansions during the life of the Inmate phone contract.

**2. Response to 2.8 – Subcontractor Contracts**

We understand that aspects of your subcontractor contracts may have proprietary and confidential technical information. We maintain that any provisions that affect any general business provision (i.e., costs, level of service, duration of service) is available to DOCS upon request.

**Read and Agreed,** provided requests for subcontractor pricing information shall be accompanied by NYS DOCS written justification for access to, and explanation of its intended use of, such information, which information shall be provided for NYS DOCS' sole review and limited use, and subject to the protections available under New York Freedom of Information Law.



**PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE**

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**3. Response to 2.9 – Detailed Reports (b)**

Will WorldCom work with DOCS to revise monthly facility video reports to accommodate DOCS needs as necessary?

Yes, WorldCom will work with DOCS to revise monthly facility video reports to accommodate DOCS needs as necessary.

**4. Response to 2.11 – Monthly Files (a)**

The 30-day period will begin when submitted to MCI by DOCS.

**Read and Agreed.** The 30-day period will begin when submitted to WorldCom (MCI) by DOCS.

**5. Response to 2.14 – Rate Charges**

Provide your International rates outside of the continental United States.

WorldCom provides international collect service using an automated operator to the following countries:

- Canada
- Commonwealth of Northern Mariana Islands (CNMI)
- Guam
- Puerto Rico
- United States Virgin Islands.



**PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE**

For all countries, with the exception of Canada, WorldCom will charge the following rates:

**Interstate Calls – New York Interstate DOCS Rates**

<b>Mileage</b>	<b>Day First Minute</b>	<b>Day Each Additional Minute</b>	<b>Evening First Minute</b>	<b>Evening Each Additional Minute</b>	<b>Night/ Weekend First Minute</b>	<b>Night/ Weekend Each Additional 1 Minute</b>
0-10	\$0.2300	\$0.2300	\$0.1300	\$0.1300	\$0.1200	\$0.1200
11-22	\$0.2300	\$0.2300	\$0.1400	\$0.1400	\$0.1200	\$0.1200
23-55	\$0.2400	\$0.2400	\$0.1600	\$0.1600	\$0.1300	\$0.1300
56-124	\$0.2600	\$0.2600	\$0.1600	\$0.1600	\$0.1300	\$0.1300
125-292	\$0.2700	\$0.2700	\$0.1800	\$0.1800	\$0.1500	\$0.1500
293-430	\$0.2700	\$0.2700	\$0.1800	\$0.1800	\$0.1500	\$0.1500
431-925	\$0.2700	\$0.2700	\$0.1900	\$0.1900	\$0.1500	\$0.1500
926-1910	\$0.2700	\$0.2700	\$0.1900	\$0.1900	\$0.1600	\$0.1600
1911-3000	\$0.2700	\$0.2700	\$0.2000	\$0.2000	\$0.1700	\$0.1700
3001-4250	\$0.3000	\$0.3000	\$0.2100	\$0.2100	\$0.1700	\$0.1700
4251-5750	\$0.3300	\$0.3300	\$0.2200	\$0.2200	\$0.1700	\$0.1700

**Per Call Charge: Collect-Station to Station                      \$3.00**



**PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE**

WorldCom will charge the following rates for calls placed to Canada. Please note that these rates are subject to change from time to time.

**Canadian Rates**

Mileage	Day Mon-Fri 8a-4:59p		Evening Sun-Fri 5p-10:59p		Night/Weekend All Other Hours	
	1st Min	Addl Min	1st Min	Addl Min	1st Min	Addl Min
0-18	\$0.3500	\$0.3600	\$0.3100	\$0.3200	\$0.2500	\$0.2600
19-80	\$0.4200	\$0.4300	\$0.3300	\$0.3400	\$0.2500	\$0.2600
81-140	\$0.4900	\$0.5000	\$0.3700	\$0.3800	\$0.2600	\$0.2700
141-220	\$0.5200	\$0.5300	\$0.3900	\$0.4000	\$0.2700	\$0.2800
221-345	\$0.6000	\$0.6100	\$0.4400	\$0.4500	\$0.3300	\$0.3400
346-630	\$0.6800	\$0.6900	\$0.5000	\$0.5100	\$0.3600	\$0.3700
631-1200	\$0.7900	\$0.8000	\$0.5600	\$0.5700	\$0.3900	\$0.4000
1201-1610	\$0.8300	\$0.8400	\$0.6000	\$0.6100	\$0.4200	\$0.4300
1611-4000	\$0.8800	\$0.8900	\$0.6300	\$0.6400	\$0.4400	\$0.4500
4000+	\$0.8800	\$0.8900	\$0.6300	\$0.6400	\$0.4400	\$0.4500
<b>Station-to-Station Surcharge \$2.25</b>						





## PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE

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It is important to note that all other international destinations would require WorldCom to use a live operator to complete the call, which per RFP 3.10 is prohibited by NYS DOCS.

### **6. Response to 2.17 – Non-Payment Blocking/Prepayment (a)**

Does MCI perform a LIDB check on every call? If not, does MCI use caching? If so, when does MCI perform caching and for what time period?

WorldCom screens each call against its call validation gateways (CVGs), which queries a number of databases. The first query is to the requested blocked number database. This database ensures that calls are not processed to parties that have requested to not receive collect calls from inmates. The second database that is queried is WorldCom's high toll database. This high toll database contains numbers that have been blocked according to the procedures described in WorldCom Proposal Section 2.17a. If the destination number is not contained in either of these two databases, WorldCom will screen the call against the national Line Information Database (LIDB). If the destination number is contained in any of the three databases, then the call attempt is blocked and the inmate is notified accordingly. If the destination number is NOT contained in any of the three databases, then the call attempt is approved and call is allowed to process.

WorldCom's architecture utilizes a frame relay based wide area network (WAN), allowing access to WorldCom's redundant CVGs. In the event frame relay WAN connectivity is unavailable, a back-up connection via dial-up lines is made to the CVGs. If neither transport method is available, WorldCom offers NYS DOCS the option of using a cache database containing query responses from the previous 24 hours. The cache validation procedure would allow calls to process to the same destination numbers previously approved, via the CVGs, within the past 24 hours. Otherwise, WorldCom would deny collect calls until connectivity is restored to the CVGs.

### **7. Response to 2.17 – Non-Payment Blocking/Prepayment (b)**

Please describe how the establishment of a "10XXX direct remit account" affects a customer's choice of long distance carrier?

The establishment of a "10XXX direct remit account" does not affect the customer's choice for a long distance carrier. The account is set up as a billing method for WorldCom to directly invoice customers for inmate collect calls only.



## PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE

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### 8. Response to 3.17 – Failure and Delay Penalties (c)

The 30-day period will begin when submitted to MCI by DOCS.

**Read and Agreed.** The 30-day period will begin when submitted to WorldCom (MCI) by DOCS.

### 9. Response to 3.19 – DOCS Staff 800 Number

Will WorldCom provide an 800 number for each new facility that becomes operational during the contract period?

Yes, WorldCom will provide an 800 number for each new facility that becomes operational during the contract period.

### 10. Response to 3.20 – Customer Inquiry 800 Number

What happens when you call the Albany NCC 800 number before 7:30 AM or after 3:00 PM?

WorldCom has three dedicated, full time employees and one part time employee responsible for answering all calls received through the 800 number at the Albany NCC. These WorldCom employees are physically located within the Albany NCC, and are available to receive calls between the hours of 7:30 AM EST and 3:30 PM EST, Monday through Friday. Calls placed to the toll free number after hours (between 3:31 PM EST and 7:29 AM EST, Monday through Friday and all day and night Saturday and Sunday) will be forwarded to the WorldCom customer service support center in Phoenix, Arizona. This call routing process has been in place for the past five- years and has proven to be very effective.

**After Hours Support.** WorldCom provides DOCS personnel at Building 2 with a monthly WorldCom after hours on-call schedule. The schedule identifies which WorldCom technicians are on-call throughout the month. There are five (5) layers to the on-call schedule. Each layer is considered an escalation level and is followed through each step setup in accordance with DOCS personnel. The on-call schedule lists each technician's pager and home phone numbers. Once DOCS places a call to the WorldCom, the WorldCom after-hours customer support center, located in Phoenix, Arizona, notifies the on-call technician. Strict guidelines are followed by Arizona center as to how to reach the on-call technician, and when it is necessary to advance down the layer to the next technician on the list if the on-call technician is unresponsive to the initial page or call home.



## PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE

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Once a technician has been notified of a problem by the Arizona center, the technician's first call is to the DOCS helpdesk in Building 2. The technician informs DOCS that they have been notified of the issue, and intend to start working on the issue immediately. Any questions or concerns regarding the problem can be discussed at this time between the NCC technician and NYS DOCS.

### 11. Response to 3.3 – Administrative Telephone Services

Per NYS DOCS' request in its October 6, 2000, letter to WorldCom, WorldCom's response to this clarification question is provided under separate cover.

### 12. References

Please provide contact name, address, phone and fax numbers for the following references you provided: Oakland County Jail in Michigan, State of Colorado Department of Corrections, State of Ohio Department of Corrections, State of Virginia Department of Corrections, and State of California Department of Corrections.

The following provides contact name, address, phone, and fax numbers for references provided by WorldCom in its October 2, 2000 proposal to NYS DOCS for an Inmate Call Home Telephone System.

#### **Oakland County Jail – Michigan**

Ms. Diane Brown, Chief – Telephone Communications  
Facilities Maintenance & Operations Division  
Department of Public Works  
One Public Works Drive  
Waterford, Michigan 48328-1907  
Phone: 248-858-0159  
Fax: 248-452-2250

#### **Colorado Department of Corrections**

Mr. Brian Burnett, Director Finance and General Administration  
2862 S. Circle Drive  
Suite 400  
Colorado Springs, Colorado 80906  
Phone: 719-226-4727  
Fax: 719-226-4775



**PROPOSAL FOR THE STATE OF NEW YORK INMATE CALL HOME TELEPHONE SERVICE**

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**State of Ohio Department of Corrections**  
Mr. Rick Swain, Telecommunications Manager  
Bureau of Information and Technology Services  
970 Freeway Drive North  
Columbus, Ohio 4329  
Phone: 614-728-1144  
Fax: 614-728-1033

**Virginia Department of Corrections**  
Mr. John Jabe, Deputy Director of Administration  
6900 Atmore Drive  
Richmond, Virginia 23225  
Phone: 804-674-3010  
Fax: 804-674-3587

**State of California – Department of General Services (DGS)**  
Telecommunications Division  
Mr. Bill Case, CA Program Manager  
601 Sequoia Pacific Blvd.  
Sacramento, California 95814  
Phone: 916-657-9974  
Fax: 916-657-6168



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

November 15, 2000

Mr. Tom Fulton  
WORLD COM  
5050 Tilgman Street  
Suite 450  
Allentown, PA 18104

Dear Mr. Fulton:

The evaluation process to select the next provider of the Inmate Call Home Program has been extended to the week ending December 8, 2000.

Thank you for your continued participation.

Sincerely,

A handwritten signature in cursive script that reads 'Edmund F. Koberger'.

Edmund F. Koberger  
Data Communications Specialist  
Management Information Services

EFK/dl

cc: / Ron Courington, MIS  
Sharon Shear, MIS  
Steve Gasorowski, MIS  
Ken VanDeWal, MIS  
George Glassanos, Counsel's Office



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRJMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

March 8, 2001

Mr. Steve Viefhaus  
WorldCom  
100 South 4th Street  
St. Louis, MO 63102

RE: Inmate Call Home Telephone Service RFP

Dear Mr. Viefhaus:

The Office of the State Comptroller (OSC) has returned "unapproved" the proposed contract between the Department of Correctional Services (DOCS) and AT&T. This action was taken based upon the apparent exceptions taken by both proposers to certain "mandatory requirements" of the RFP. OSC indicated that such exceptions would normally require that both proposals be rejected, but further noted that the language of the RFP was confusing as to which requirements were actually mandatory. As a result, OSC has indicated that in this case DOCS could offer clarification to the proposers with respect to mandatory requirements of the RFP, and then seek clarifications from the proposers with respect to whether they will accept such mandatory requirements without exception.

In the event proposals are deemed responsive to the RFP (as clarified), DOCS will rescore each, declare the winner and reserve to itself the right under the State Finance Law to further negotiate with the party deemed most qualified. In the event either proposal is deemed non-responsive to the RFP (as clarified), the proposer submitting that proposal will be disqualified.

In the response you previously submitted, your firm took exception to the following parts of the RFP:

1. Part 2.18
2. Part 3.17d

Please be advised that these parts of the RFP are mandatory.

DOCS offers the following written clarification to RFP Part 2.18 regarding New York law controlling the agreement:

When there is a material conflict between the Provider's obligations to DOCS pursuant to this contract and its obligations imposed by the Federal Communications Commission (FCC), FCC rules and regulations, or other applicable federal law, the Provider's contractual obligations to DOCS will be deemed modified to the extent required by the FCC, FCC rules and regulations, or other applicable federal law. When a modification as described hereinabove results in a detriment to DOCS, financial or otherwise, DOCS will be fully authorized to adjust its account so that it is adequately compensated for any losses.

If, as a result of the clarification of the RFP, you desire to lower the Commission Rate you are free to do so. Of course, lowering your commission rate would result in the score of your proposal being adjusted accordingly. Please highlight any change to the Commission Rate in your reply.

RFP Part 3.1e: Compliance Date: 4 weeks after provider's actual receipt of notice of contract approval.

RFP Part 3.1g and h: Effective Dates: 10 weeks after provider's actual receipt of contract approval.

RFP Part 3.1a: Completion Date: January 2, 2002 plus the number of days from April 2, 2001 to the effective date for parts 3.1 g and h.

Please advise in writing by facsimile (518-485-1524) no later than 3:00 p.m. March 15, 2001, whether you wish to remove the above-identified "exceptions" from your proposal, accept Part 2.18c without modification and amend your Commission Rate.

Your proposal will be disqualified from consideration for this contract if a response is not received by such time or if your timely response continues to take any exception to or alters any mandatory RFP Part, whether or not identified in this letter.

Thank you for your continuing cooperation and courtesies.

Sincerely,

  
G. Ronald Courington  
Director of MIS/Research

GRC:ck

March 12, 2001

VIA FACSIMILE

G. Ronald Courington  
NYS Department of Correctional Services  
1220 Washington Avenue  
Albany, New York 12236-2050

Re: Inmate Call Home Telephone Services RFP

Dear Mr. Courington:

We are in receipt of your letter dated March 8, 2001, indicating that Sections 2.18 and 3.17 will be treated as mandatory requirements of the RFP. With regard to Section 2.18, WorldCom seeks clarification from DOCS regarding the last sentence of Section 2.18(c), which is italicized below:

*When there is a material conflict between the Provider's obligations to DOCS pursuant to this contract and its obligations imposed by the Federal Communications Commission (FCC), FCC rules and regulations, or other applicable Federal law, the Provider's contractual obligations to DOCS will be deemed modified to the extent required by the Federal Communications Commission (FCC), FCC rules or regulations, or other applicable Federal law. When a modification as described hereinabove results in a detriment to DOCS, financial or otherwise, DOCS will be fully authorized to adjust its account so that it is adequately compensated for any losses.*

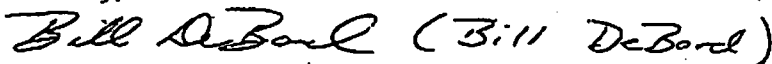
The last sentence of Section 2.18(c) appears ambiguous, and the potential adverse effect on the provider of service is seemingly impossible to assess. Specifically, WorldCom requests that DOCS clarify the adjustment it is seeking under this new requirement. In particular, what is the language "...adjust its account..." and "...detriment to DOCS financial or otherwise..." intended to include? Clarification of this language is imperative and necessary to enable WorldCom to consider not only its willingness to comply, but to also assess its potential financial risk, and whether an adjustment to its offered commission rate is required.

WorldCom respectfully requests written verification from DOCS that AT&T is being required to indicate its willingness to comply with Section 2.18(c) as that language was set out in DOCS' March 8<sup>th</sup> letter to WorldCom. Additionally, because DOCS' letter dated March 8, 2001 is a clarification to vendors of the RFP requirements, WorldCom requests a copy of the letter sent by DOCS to AT&T on or about March 8, 2001, in which DOCS clarified the mandatory nature of requirements of the RFP, as well as a copy of DOCS' response to the questions that AT&T has raised related to Section 2.18. To the extent DOCS clarifies or modifies the language of Section 2.18(c), all vendors must be treated equally and provided the same information.

Finally, WorldCom requests that the due date for vendor responses be extended a minimum of seven (7) days from the date that DOCS provides a response. This will allow DOCS sufficient time to respond to vendor-questions, and to give vendors adequate time to consider DOCS' clarifications and prepare the response requested in DOCS' March 8<sup>th</sup> letter.

We appreciate your timely attention to this matter.

Sincerely,

 (Bill DeBord)

for  
Steve Viefhaus, WorldCom





STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

March 14, 2001

Mr. Steve Viefhaus  
WorldCom  
100 South 4th Street  
St. Louis, MO 63102

RE: Inmate Call Home Telephone Service RFP

Dear Mr. Viefhaus:

This letter is intended to clarify this part of the procurement process. Both vendors have received the same 2.18(c) language for consideration. Further, both parties will receive the same information and held to the same standard of this provision.

It is also apparent that both parties need clarification concerning our intent regarding this section. We are not looking to protect our revenue due to an imposed rate reduction. Our answer in the question and answer period prior to submission of proposals in which we indicated that the commission rate be held constant is adequate. Our concern is that when a mandate such as call branding occurs, that DOCS does not bear the responsibility for such a change.

In a further inquiry it was questioned why the vendors did not receive the same letter. As far as Section 2.18(c), the letters are the same. Regarding other sections of the letter, it should be clear that the response is unique to the vendor's proposal and inappropriate to share with a competitor at this time.

Finally, due to this question and answer period, we are extending the due date for responses to c.o.b. Wednesday, March 21, 2001.

Sincerely,

  
G. Ronald Courington  
Director of MIS/Research

GRC/dl



Government Markets  
100 South 4th Street, Suite 400  
St. Louis, MO 63102

March 15, 2001

VIA FACSIMILE

G. Ronald Courington  
NYS Department of Correctional Services  
1220 Washington Avenue  
Albany, New York 12236-2050

Re: Inmate Call Home Telephone Services RFP

Dear Mr. Courington:

WorldCom respectfully requests clarification regarding the section of your letter, dated March 8, 2001 ("DOCS Clarification Request"), related to changes in commission rates. Although the letter provides guidance in the event a vendor desires to lower the commission rate it initially offered, the letter is silent regarding whether a vendor is allowed to increase the commission rate offered. Please clarify whether a vendor is permitted in response to DOCS Clarification Request to increase the initial commission rate it offered, or whether any increase is prohibited.

We appreciate your timely attention to this matter.

Sincerely,

 H.P.  
Steve Viehhaus, WorldCom



STATE OF NEW YORK  
DEPARTMENT OF CORRECTIONAL SERVICES  
THE HARRIMAN STATE CAMPUS  
1220 WASHINGTON AVENUE  
ALBANY, N.Y. 12226-2050

GLENN S. GOORD  
COMMISSIONER

RICHARD D. ROY  
ASSISTANT COMMISSIONER

March 16, 2001

Mr. Steve Viefhaus  
WorldCom  
100 South 4th Street  
St. Louis, MO 63102

RE: Inmate Call Home Telephone Service RFP

Dear Mr. Viefhaus:

This is in response to your letter dated March 15, 2001.

As specified in my letter of March 8, 2001, we will not accept any increase in the proposed commission rate. You may lower your proposed commission rate. If you choose to lower your proposed commission rate, this will result in the score of your proposal being adjusted accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Ronald Courington', written over a printed name and title.

G. Ronald Courington  
Director of MIS/Research

GRC/dl



8200 Greensboro Drive  
Suite 1400  
McLean, VA 22102

March 21, 2001

VIA FACSIMILE

G. Ronald Courington  
NYS Department of Correctional Services  
1220 Washington Avenue  
Albany, New York 12236-2050

Re: Inmate Call Home Telephone Services RFP

Dear Mr. Courington:

In response to your letter, dated March 8, 2001 ("DOCS Clarification Request") and based upon the clarifications provided by your letters dated March 14, 2001 and March 16, 2001, WorldCom hereby removes its "exceptions" to Parts 2.18 and 3.17(d) from its proposal and accepts Part 2.18(c) and Part 3.17 without modification. Furthermore, WorldCom does not wish to lower the commission rate originally offered.

In addition, WorldCom states that it has read, understands and will comply with the modifications made by DOCS to Parts 3.1(a), 3.1(e), 3.1(g) and 3.1(h) (Compliance, Effective and Completion Dates) set forth in your letter dated March 8, 2001.

It is WorldCom's intent by this letter to fully comply with the instructions contained in the DOCS Clarification Request, for its proposal to be considered responsive to the RFP, and for WorldCom to continue to be considered for award of this Contract

Thank you for your consideration in this matter.

Sincerely,

Steve Viefhaus  
WorldCom