STATE OF NEW YORK
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION
THE HARRIMAN STATE CAMPUS – BUILDING 2
1220 WASHINGTON AVENUE
ALBANY, N.Y. 12226-2050

ANTHONY J. ANNUCCI
ACTING COMMISSIONER

MAUREEN E. BOLL
DEPUTY COMMISSIONER AND COUNSEL

August 8, 2013

Mr. Elmer Robert Keach III
1040 Riverfront Center
P. O. Box 70
Amsterdam, NY 12010

Re: FOIL Log No. 13-0704

Dear Mr. Keach:

This is in response to your letter requesting records under the New York State Freedom of Information Law.

We have received your $131.50 check, covering the fee for the enclosed material.

Sincerely,

Chad Powell
Administrative Assistant
F.O.I.L. Unit

CP/csr
ENCLOSURE: 526 Pages
cc: Freedom of Information

UNISYS

Unisys Corporation
Tower III
11720 Plaza America Drive
Reston VA 20190

Telephone
703 439 6282

09 March 2010

Mr. Thomas Herzog
State of New York Department of Correctional Services
Assistant Commissioner/Chief Information Officer
Building #2
1220 Washington Avenue
Albany, New York 12226

Subject: Telephone and Internet Transaction Charges for Pre-Paid Collect Call Accounts

Dear Tom:

This letter provides an overview of the rates and fees associated with the NYS DOCS ITS program as well as an overview of the costs associated with processing pre-paid account deposits over the telephone or via the www.myvconnect.com website.

The following table provides and overview of the rates that are charged under this contract. There is only one mandatory rate that all users of the system must pay—the per minute call rate. All other fees are avoidable.

Rate/Fee	Value	Description
Per Minute Rate	$.048	Mandatory per minute rate charged to all telephone calls regardless of call type (ie., local, interstate long distance, interlata intrastate long distance, or intralata long distance) or method of payment (ie., collect call LEC-billed or pre-paid collect call).
Pre-paid Account Transaction Fee	$7.95	Transaction processing fee charged to transactions made over the telephone or via the internet to deposit money on a pre-paid collect call account. There is no transaction fee for deposits made via U.S. Mail using money orders or certified checks.
Pre-Paid Account Close Out Fee	$4.95	Transaction fee charged to close-out and refund a pre-paid account.

Telephone and Internet Transaction Costs

The V-Connect prepaid collect service consists of an interactive voice response system (IVR), the www.myvconnect.com website, VAC backoffice interfaces, the credit card payment gateway interface, and the call center infrastructure that provides support for the V-Connect service.

It is important to point out that these costs are not borne by consumers that are collect call LEC-billed customers or those that pay their pre-paid account via money order or certified check. More specifically, these costs include the following:

- **V-Connect IVR, Call Center, Website, Infrastructure and Backoffice software development and maintenance** – These systems are required to enable customers to establish and fund a prepay account in a manner other than the no cost method of using the U.S. Mail. The cost of the infrastructure improvements needed to support the NYS prepay program (e.g., servers, upgrade to telephone system, and upgrade to V-Connect), the engineering development and continued support of the V-Connect services, the Telco and data costs, and the associated costs of the call center representatives equates to approximately $1.30 to $1.35 per credit card transaction.

- **Credit card interchange fees** – The interchange fee is determined by the nature of a business and the processing procedures a merchant follows. Visa and MasterCard set these rates by assessing the level of risk associated with funding and expenses involved in processing a transaction. Interchange fees have a complex pricing structure that depends on the card association, the type and size of the merchant, the type of credit card and the type of transaction. As you might imagine, inmate telephone communications is considered a high risk business. Sales that are not conducted in person, such as over the phone or Internet, have higher interchange rates, due to their increased risk of fraud. Moreover, to incentivize people to use credit cards, banks have created innovative rewards programs that give credit card users benefits such as frequent flyer miles every time they use their credit card. These reward cards carry much higher fees than other cards, because the rewards are financed largely through the interchange paid by merchants. The current credit card interchange fee equates to approximately $2.00 to $2.50 per credit card transaction.

- **Credit card fraud, bad debt, and chargebacks** – Before we cover fraud and chargebacks, it is important that we establish a common understanding regarding default liability allocation under public law and private rules of credit card systems. The following three points are fundamental to this discussion:
    - Consumers rarely bear meaningful liability for fraudulent transactions unless they benefited from the fraud
    - Credit card issuers typically bear liability for fraud losses perpetrated in "card present" transactions
    - Merchants such as VAC and Unisys bear all liability for fraud losses perpetrated in "card-not-present" transactions such as those over the telephone or via the internet.

  A chargeback is a transaction that a card issuer returns to a merchant bank as a financial liability and which, in turn, a merchant bank will return to a VAC and Unisys. In essence, it reverses a sales transaction. Chargebacks are significant because we not only lose the dollar amount of the transaction being charged back, there is a chargeback fee of $25-$30 per chargeback, and we also incur the costs of processing the telephone calls that were paid for fraudulently. Therefore, the total cost of the credit card chargebacks and fees is currently running approximately $2.50 to $2.65 per credit card transaction.

A chargeback occurs when consumers ask their credit card company to remove a charge from their credit card statement. Common reasons for reversals or chargebacks are when a credit card number is stolen and used fraudulently or a consumer makes a purchase, but believes that the seller failed to fulfill the service or deliver the product.[1]

- **Credit card dispute resolution and assistance** – Lastly, we incur our own internal costs for processing the chargeback and researching disputes. Generally speaking, the chargeback system works to the advantage of the consumer and the process is often abused. It is very important that VAC is responsive in the settlement of credit card disputes. If chargeback levels are too high, VAC risks losing their merchant account. Therefore, VAC does everything they can to ensure that when there is a challenge or their account comes under scrutiny, they have taken all the appropriate steps to research the issue and provide as much information as possible. As such, it is a very labor and time intensive process that costs approximately $1.30 to $1.35 per credit card transaction.

In summary, these costs are directly related to the convenience of the telephone and web-based transactions. They are not mandatory and can be easily avoided by mailing in a payment. If you have any questions, please do not hesitate to call me at (703) 969-6970.

Sincerely yours,

Paul R. Nicandri
Partner
Unisys Federal Systems

Cc: Mike Mulrooney, Jim Brennan, Steve Hodge

[1] Total dollar amount of identity fraud in U.S in 2009 was an estimated $54 billion, up 12.5% from $48 billion in 2008. *Identity Fraud Survey Report from Javelin Strategy & Research.*

AC 1552 (Rev. 4/03)

APPROVED DOCUMENT TRANSMITTAL

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
Bureau of Contracts, Floor 11-1
110 State Street
Albany, New York 12236

Date:_____

Agency Code 10160

Contract No.: X160812

Purchase Order_____

TO: Corrections

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

☐ Enclosed is an approved Amendment No./Change Order No._____ in the amount of $_____

☒ Extension is approved to 20090331 Amount if applicable $ -0- .

☐ 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 $_____.

☐ _____

BT

AC340C

STATE OF
NEW YORK

CONTRACT ENCUMBRANCE REQUEST

Y Amendment/ Supplemental

Originating Agency Code 10160	Batch Number 834020	Batch Type TBV	Number of Documents 1	Net Amount 0.00

Originating Agency DEPT OF CORRECTIONAL SERVICES	10160	Contract No. X160812	Action Code C

Payee I.D. [redacted]	Additional	Contractor Type X	Zip Code 36607	Administering Agency

Payee Name (Limit to 30 spaces) GLOBAL TEL*LINK CORP	Payee Name (Limit to 30 spaces) DBA VERIZON BUSINESS SVS
Payee Address (Limit to 30 spaces) 2609 CAMERON ST	Payee Address (Limit to 30 spaces) BLDG C-2

City (Limit to 20 spaces) MOBILE	(Limit to 2 spaces)	State AL	Zip Code 36607 3104

Interest Eligible (Y/N) Y	IRS Code	Stat. Type	Indicator - Statewide	Indicator - Department

Contract Amount .00	Contract Period	(MM) 04	(DD) 01	(YY) 01	(MM) 03	(DD) 31	(YY) 09
Bid Date (MM) (DD) (YY)	Renewal/Amendment Beginning Date	(MM) 10	(DD) 01	(YY) 08			

Description (Limit to 50 spaces) INMATE COLLECT CALL TELEPHONE SYSTEM	CHANGE REASON: EXTEND FOR TRANSITION
Description (Limit to 50 spaces)	TO NEW VENDOR

Provisions (Limit to 63 spaces)

Preparer's Signature DENISE PATTON	Preparer's Phone No. 518-457-2127
Agency Finance Officer's Signature Denise Patton	Date 12/01/08

Audit Status	Category	Method of Award	Audit Class	Project Code

Bids Solicited	Number Rejected	Declined	No Reply	Route Code

Date Received	Audit Group RFP	Date Approved 20090318	Date Rejected	Auditor's Initials

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

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

ACCOUNT	SUB	OBJECT

STATE OF NEW YORK
DEPARTMENT OF CORRECTIONAL SERVICES
THE HARRIMAN STATE CAMPUS – BUILDING 2
1220 WASHINGTON AVENUE
ALBANY, N.Y. 12226-2050

Agency Copies

BRIAN FISCHER
COMMISSIONER

RICHARD D. ROY
DEPUTY COMMISSIONER

December 11, 2008

Mr. Jeffrey B. Haidinger
President of Services
Global Tel*Link
12021 Sunset Hills Road
Suite 100
Reston, Virginia 20190

RE: Contract #X160812
Inmate Telephone System
Extension: 10/1/08 – 3/31/09

Dear Mr. Haidinger

The New York State Department of Correctional Services desires to extend the above referenced contract for a period of up to six (6) months as indicated.

Please note that the contract extension is valid through March 31, 2009, but will cease upon the award of a successor agreement which may occur earlier. All other terms and conditions of the original agreement remain in force, including Appendix A, Standard Clauses for New York State Contracts.

Enclosed in this packet are mandatory forms related to the State Tax and Finance forms and the State Finance Law §139 j and k, and Consultant Disclosure requirements. The mandatory forms related to Vendor Responsibility from the last renewal are reusable. Please complete, sign, and notarize the forms as applicable. Questions regarding the forms should be directed to me at (518) 457-2540.

If the terms of this contract extension are acceptable to Global Tel*Link, please indicate agreement by an original notarized signature in the space provided on the four copies of the corporate acknowledgement document attached to this letter. Please return the signed letters and the completed mandatory forms as soon as possible.

Sincerely,

Thomas J. Herzog
Chief Information Officer
Management Information Services

Attachments

cc: Bruce Johnson, Chief Fiscal Officer

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JAN 05 2009
NYS DEPT OF CORRECTIONAL SERVICES

New York State Department of Correctional Services

Contract Action: _____ New Contract _____ Renewal _____ Amendment X Other

Contractor: Global Tel*Link

Contract #: X160812

Project Title: Inmate Telephone System

Renewal Term: October 1, 2008 – March 31, 2009

STATE OF NEW YORK

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

Contractor Certification:

"In addition to the acceptance of this contract, I also certify that all information provided to the State agency with respect to State Finance Law, § 139-k is true, complete and accurate. Contractor also will comply with the provisions of the NYS Information Security Breach and Notification Act. It is understood that the Contractor shall be liable for costs associated with such breaches if caused by the Contractor's negligence, or willful acts or omissions of the Contractor's agents, officers, employees, or subcontractors.

Agency Certifications:

"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 and that the contractor is determined to be ***responsible*** as that term is defined and utilized in the State Finance Law §163 (3)(a)(ii),(4)(d) and (9)(f).

CONTRACTOR

Global Tel*Link

By: _____

Jeffrey B. Haidinger
Printed Name

Title: President, Services

STATE AGENCY

Department of Correctional Services

_____
Bruce A. Johnson

Title: Chief Fiscal Officer

Date: 1/19/09

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY PROFILE

Part I – Contract Information
(Complete for all transactions)

1. Agency Code:	10160	2. Agency Name:	NYS Dept. Of Correctional Services
3. Batch Number:	[redacted]	4. Contract/Purchase Order No.:	X160812
5. Vendor Name:	GTL		
☒ Prime Contractor ☐ Subcontractor		6. Vendor Federal EIN:	[redacted]
7. Transaction Amount:	$	8. Total Contract Value	$
9. Description of Contract:	Extension of Inmate Phone contract (services and equipment)		
10. Agency Contact Name, Phone, and E-mail:	Bruce Johnson, Chief Finnance Officer [redacted]		
11. Responsibility Determination	☒ Responsible ☐ Non-Responsible		
12. Issues Disclosed or Found:	☐ No ☒ Yes (List and describe resolution in Question 13)		

13. **Issue Detail**: *For each issue* found by the agency or disclosed by the vendor, describe the issue and its resolution.

Note: In the "Resolution" field, include the agency's assessment of the issue, its relevance to the vendor's responsibility for this procurement, and any corrective or mitigating actions taken by the agency or vendor in response to the issues (attach additional pages if necessary).

Issue Description	Agency Resolution
[redacted]	[redacted]

[redacted]

Part II – Vendor Disclosure and Agency Process

(Complete for new contracts valued at $100,000 or more, and amendments that bring contract value to $100,000 or more for the first time.)

New York State Department of Correctional Services

CONTRACT MANAGER'S AFFIRMATION OF VENDOR RESPONSIBILITY DETERMINATION WITH VENDOR RESPONSIBILITY PROFILE

Vendor Name: GTL – Cooper Communications Group

Contract Number: X160812 **Contract Period:** 10/01/08 - 03/31/09

CONTRACT MANAGER'S RESPONSIBILITY AFFIRMATION

I, Thomas Herzog, have undertaken an affirmative review of the proposed contractor's responsibility in accordance with the standards outlined in Comptroller's Bulletin No. G-221, and based upon such review, have reasonable assurance that the proposed contractor is responsible as indicated in question 9 above.

I have review the following data sources and found the following concerns that apply to Vendor responsibility.

[redacted]	The agency finds no issues that will impact on GTL ability to carry out the terms of this contract

Signed

Thomas Herzog
Title: Chief Information Officer
Direct Phone Number: (518)457-2540 **dtelliott@docs.state.ny.us**

New York State Department of Correctional Services

CONTRACT MANAGER'S AFFIRMATION OF VENDOR RESPONSIBILITY DETERMINATION WITH VENDOR RESPONSIBILITY PROFILE

Vendor Name: GTL

Contract Number: X160812 **Contract Period:** 10/01/08 - 03/31/09

CONTRACT MANAGER'S RESPONSIBILITY AFFIRMATION

I, Thomas Herzog, have undertaken an affirmative review of the proposed contractor's responsibility in accordance with the standards outlined in Comptroller's Bulletin No. G-221, and based upon such review, have reasonable assurance that the proposed contractor is responsible as indicated in question 9 above.

I have review the following data sources and found the following concerns that apply to Vendor responsibility.

[redacted]

[redacted]

Thomas Herzog
Title: Chief Information Officer
Direct Phone Number: (518)457-2540 dtelliott@docs.state.ny.us

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY PROFILE

AGENCY RESPONSIBILITY CERTIFICATION

The below named contracting entity has undertaken an affirmative review of the proposed contractor's responsibility and, based upon such review, has reasonable assurance that the proposed contractor as indicated below is:

☒ Responsible ☐ Non-Responsible

Contract/Purchase Order Number:	X160812
Vendor Name	Global Tel*Link
Signed	
Print Name	Bruce A. Johnson
Title	Chief Fiscal Officer
Contracting Entity	NYS Department of Correctional Services
Date	

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MIS UNIT

SEP 30 2008

NYS DEPT. OF
CORRECTIONAL SERVICES

Model Language to Obtain an Offerer's Certification of Compliance with State Finance Law §139-k(5)

Background:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Instructions:

A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity. While the nature of the Procurement Contract will determine how to obtain the certification and when the certification should be obtained, the following documents have been identified for consideration:

- solicitation documents (such as an Invitation for Bids or Requests for Proposal);
- procurement contract; and
- other/stand alone certification.

It is recommended that the certification be obtained as early as possible in the process, such as when an Offerer submits its proposal, bid or other form of offer.

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SEP 30 2008

NYS DEPT. OF
CORRECTIONAL SERVICES

Model Language to Obtain Offerer Certification of Compliance with State Finance Law §139-k(5)*

Include the following language for certification by the Offerer:

Offerer Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: 9/22/08

Name: Jeffrey B. Haidinger

Title: President, Services

Contractor Name: Global Tel Link

Contractor Address: 2609 Cameron Street
Mobile, AL 36607

*References in the Model Language may be revised as follows:

- "Governmental Entity" may be amended to specifically reference the governmental unit conducting the procurement.
- "Offerer" may be amended to conform to the Offerer's legal identity or abbreviation set forth in the contract.

Model Contract Termination Provision

Instructions:

A Contract Termination Provision should be included in each Procurement Contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the Governmental Entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. "Governmental Entity" and "procurement contract" are defined in State Finance Law §139-k(1).

This required clause must be included in a covered procurement contract. Inclusion of such a clause is recommended in any solicitation documents (such as Invitations for Bids and Requests for Proposals). Doing so will provide notice to the business community about the statutory requirement. It is further recommended that this statutorily required clause be co-located with any other contractual termination provisions. The Model Contract Termination Provision set forth below, or similar language, may be used to comply with the State Finance Law §139-k(5) requirements. In any case, the clause used must contain the elements contained in that section.

If a contract is terminated in accordance with State Finance Law §139-k(5), the Governmental Entity is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Model Contract Termination Provision*

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

* References in the Model Contract Termination Provision may be amended as follows:

- "Governmental Entity" may be amended to specifically reference the governmental unit conducting the procurement.
- "Contract" may be amended to conform to the terminology used to describe the underlying agreement (ie., Agreement, Contract)
- "Offerer" may be amended to conform to the Offerer's legal identity (set forth in full or abbreviated) as set forth in the contract.
- The reference to the "written notification" may be amended to reflect the type of notice provided for under the agreement (ie., oral notice).

Model Summary Policy Language for Inclusion in Solicitation

Background:

State Finance Law §139-j(6) requires that a Governmental Entity incorporate a summary of its policy and prohibitions regarding permissible Contacts during a covered procurement. The following model language may be customized for inclusion in a solicitation.

Instructions:

In addition to attaching a copy of relevant rules and regulations and guidelines and procedures, a Governmental Entity must include a summary in its proposals, bid documents or specifications for all Procurement Contracts. Such language should be incorporated into the relevant documents.

> Pursuant to State Finance Law §§139-j and 139-k, this solicitation [or use identifier that is pertinent such as "Invitation for Bid" or "Request for Proposal" etc.] includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers [or use identifier that is pertinent such as "Invitation for Bid" or "Request for Proposal" etc.] through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller ("restricted period") [conform for pertinent government entity] to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3)(a). Designated staff, as of the date hereof, is identified on the first page of this solicitation [or conform to whatever location is used to identify designated staff]. Governmental Entity employees [conform for pertinent government entity] are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found [conform for how will provide copies of the rules, regulations, guidelines or procedures].

Model Language to Obtain Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Background:

State Finance Law §139-j(6)(b) provides that:

> Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid. The following language can be used to obtain the affirmation.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law § 139-j (3) and §139-j (6) (b).

By: Jeffrey B. Haidinger Date: 9/22/08

Name:

Title: President, Services

Contractor Name: Global Tel*Link Corporation

Contractor Address: 2609 Cameron Street

Mobile, AL 36607

Model Language to Obtain Offerer Certification of Compliance with State Finance Law §139-k(5)*

Include the following language for certification by the Offerer:

Offerer Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: 6-27-08

Name: Jeffrey B. Haidinger

Title: President, Services

Contractor Name: Global Tel*Link Corporation

Contractor Address: 2609 Cameron Street

Mobile, AL 36607

*References in the Model Language may be revised as follows:

- "Governmental Entity" may be amended to specifically reference the governmental unit conducting the procurement.
- "Offerer" may be amended to conform to the Offerer's legal identity or abbreviation set forth in the contract.

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

ST-220-CA

(6/06)

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For Information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name Global Tel* Link Corporation			*For covered agency use only* *Contract number or description*
Contractor's principal place of business 2609 Cameron St.	City Mobile	State AL	ZIP code 36607
Contractor's mailing address *(if different than above)*			*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN) [redacted]	Contractor's sales tax ID number *(if different from contractor's EIN)* [redacted]		
Contractor's telephone number [redacted]	Covered agency name Department of Correctional Services		
Covered agency address 1220 Washington Ave, Bldg 2, Albany, NY 12226			*Covered agency telephone number* 518-457-4951

I, Jeffrey B. Haidinger *(name)*, hereby affirm, under penalty of perjury, that I am President, Services *(title)* of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

*(Mark an **X** in only one box)*

☒ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____ *(insert contract number or description)*

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this 30 day of December, 2008

(sign before a notary public)

President, Services *(title)*

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

Commonwealth ~~STATE~~ OF Virginia)
: SS.:
COUNTY OF Fairfax

On the 30 day of December in the year 2008, before me personally appeared Jeffrey B. Heidinger, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at 10217 Wendover Dr.,
Town of Vienna,
County of Fairfax,
State of Virginia; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ (If a corporation): _he is the President, Services of Global Tel*Link, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

THERESE ANN EASLEY
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY REGISTRATION NUMBER: 7172688
MY COMMISSION EXPIRES OCTOBER 31, 2012

Registration No. 7172688

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

Internet access: *www.nystax.gov* (for information, forms, and publications)

Fax-on-demand forms: 1 800 748-3676

Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a (see Need help? below).*

Contractor name			
Global Tel * Link Corporation			
Contractor's principal place of business	City	State	ZIP code
2609 Cameron St. Mobile	AL	31660	
Contractor's mailing address *(if different than above)*			

[redacted] identification number (EIN)	[redacted]	Contractor's telephone number
[redacted]	[redacted]	[redacted]

Covered agency name	Contract number or description	Estimated contract value over the full term of contract (but not including renewals) $
Dept. of Correctional Svcs		
Covered agency address		**Covered agency telephone number**
1220 Washington Ave, Bldg. 2, Albany, NY 12226		518-457-4951

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than $100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at *www.nystax.gov*. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

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Need help?

Internet access: *www.nystax.gov* (for information, forms, and publications)

Fax-on-demand forms: 1 800 748-3676

Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

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Sales Tax Information Center:	1 800 698-2909
From areas outside the U.S. and outside Canada:	(518) 485-6800
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I, Jeffrey B. Haidinger (name), hereby affirm, under penalty of perjury, that I am President, Services (title) of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

Section 1 — Contractor registration status

☒ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.

☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

☐ The contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☒ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

☐ The contractor does not have any subcontractors.

☒ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this 30 day of December, 2008

THERESE ANN EASLEY
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY REGISTRATION NUMBER: 7172688
MY COMMISSION EXPIRES OCTOBER 31, 2012

(sign before a notary public)

President, Services
(title)

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

ST-220-CA

(6/06)

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name: Global Tel*Link Corporation	*For covered agency use only* — *Contract number or description*
Contractor's principal place of business: 2609 Cameron St. — City: Mobile — State: AL — ZIP code: 36607	
Contractor's mailing address *(if different than above)*	*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN): [redacted] — Contractor's sales tax ID number (if different from contractor's EIN): [redacted]	
Contractor's telephone number: [redacted] — Covered agency name: Department of Correctional Services	
Covered agency address: 1220 Washington Ave, Bldg 2, Albany, NY 12226	*Covered agency telephone number:* 518-457-4951

I, Jeffrey B. Haidinger *(name)*, hereby affirm, under penalty of perjury, that I am President, Services *(title)* of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☒ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____ *(insert contract number or description)* and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this 30 day of December, 2008

THERESE ANN GASLEY
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY REGISTRATION NUMBER: 7172688
MY COMMISSION EXPIRES OCTOBER 31, 2012

(sign before a notary public)

President, Services *(title)*

Instructions

General Information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

Commonwealth ~~STATE~~ OF Virginia)
: SS.:
COUNTY OF Fairfax)

On the 30 day of December in the year 2008, before me personally appeared Jeffrey B Haidinger, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at 10217 Wendover Dr.,
Town of Vienna,
County of Fairfax,
State of Virginia; and further that:

[Mark an *X* in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ (If a corporation): _he is the President, Services of Global Tel* Link, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

THERESE ANN EASLEY
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY REGISTRATION NUMBER: 7172688
MY COMMISSION EXPIRES OCTOBER 31, 2012

Notary Public

Registration No. 7172688

Privacy notification

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New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD
(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a (see Need help? below).*

Contractor name
Global Tel*Link Corporation

Contractor's principal place of business	City	State	ZIP code
2609 Cameron St	Mobile,	AL	36607

Contractor's mailing address *(if different than above)*

Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number *(if different from contractor's EIN)*	Contractor's telephone number
[redacted]	[redacted]	[redacted]

Covered agency name	Contract number or description	Estimated contract value over the full term of contract (but not including renewals) $
Dept. of Correctional Svcs.		

Covered agency address	Covered agency telephone number
1220 Washington Ave, Bldg 2, Albany, NY 12226	518-457-4951

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For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at *www.nystax.gov*. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227

Privacy notification

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I, Jeffrey B. Haidinger (name), hereby affirm, under penalty of perjury, that I am President, Services (title) of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

Section 1 — Contractor registration status

☒ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.

☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

☐ The contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☒ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

☐ The contractor does not have any subcontractors.

☒ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this 30 day of December, 2008

THERESA ANN EASLEY
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY REGISTRATION NUMBER: 7172688
MY COMMISSION EXPIRES OCTOBER 31, 2012

(sign before a notary public)

President, Services
(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

Commonwealth ~~STATE~~ OF Virginia }
: SS.:
COUNTY OF Fairfax }

On the 30 day of December in the year 2008 before me personally appeared Jeffrey B. Haidinger, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at 10217 Wendover Dr.,
Town of Vienna,
County of Fairfax,
State of Virginia; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ (If a corporation): _he is the President, Services of Global Tel*Link Corporation, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

THERESE ANN EASLEY
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
NOTARY REGISTRATION NUMBER: 7172688
MY COMMISSION EXPIRES OCTOBER 31, 2012

Notary Public

Registration No. 7172688

THOMAS P. DiNAPOLI
STATE COMPTROLLER

110 STATE STREET
ALBANY, NEW YORK 12236

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

June 10, 2009

Denise Patton
CORRECTION CENTRAL OFFICE
1220 Washington Avenue
Albany, NY 12226

SUBJECT: **extension to X160812 Inmate Phone Home Contract**

DETERMINATION: Approved

GROUNDS: Single Source

RESTRICTIONS:

Dear Mr. Patton:

Your request for an exemption from giving notice in the New York State Contract Reporter for extension to X160812 Inmate Phone Home Contract has been approved. This approval is for exemption only; it does not constitute the prior approval of OSC if required. For single or sole source exemptions, the reasonableness of cost must be included with the contract package.

In accordance with the statute, you are still required to publish a notice of either the letting or award of this proposed contract in the New York State Contract Reporter. The notice must state the reason for the exemption and be placed as soon as practicable. It will be your responsibility to maintain proof that this exemption was subsequently published in the newsletter.

A copy of this letter should accompany the transaction when submitted to our office for approval.

Sincerely,

Dan Ryan
Chief Auditor

cc: Nancy Fisher
Empire State Development

RECEIVED
JUN 12 2009
BUDGET & FINANCE

Contract Reporter Exemption Request No. 9357

New York State Department of Correctional Services

Contract Action: _____ New Contract **X** Renewal _____ Amendment ____ Other

Contractor: Global Tel*Link

Contract #: X160812

Project Title: Inmate Telephone System

Renewal Term: April 1, 2009 – September 30, 2009

STATE OF NEW YORK

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

Contractor Certification:

"In addition to the acceptance of this contract, I also certify that all information provided to the State agency with respect to State Finance Law, § 139-k is true, complete and accurate. Contractor also will comply with the provisions of the NYS Information Security Breach and Notification Act. It is understood that the Contractor shall be liable for costs associated with such breaches if caused by the Contractor's negligence, or willful acts or omissions of the Contractor's agents, officers, employees, or subcontractors.

Agency Certifications:

"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 and that the contractor is determined to be ***responsible*** as that term is defined and utilized in the State Finance Law §163 (3)(a)(ii),(4)(d) and (9)(f).

CONTRACTOR

Global Tel *Link

By: _____

Jeffrey B. Haidinger
Printed Name

Title: President, Services

Date: April 30, 2009

STATE AGENCY

Department of Correctional Services

_____
Bruce A. Johnson

Title: Chief Fiscal Officer

Date: 6/5/09

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

BRIAN FISCHER
COMMISSIONER

RICHARD D. ROY
ASSOCIATE COMMISSIONER

April 12, 2007

Gail P. Thorpe
Contract Management Specialist
Office of the State Comptroller
110 State Street
Albany, New York 12236

Dear Ms. Thorpe:

Re: Inmate Phone Program
MCI (Verizon Business), X160812

I am responding to your April 12, 2007 request for clarification on the Department's one-year contract extension with MCI/Verizon for the Inmate Phone Program.

Rate Reduction
Please provide a summary of the collect call rate reduction determination, including the requirements set forth by Governor Spitzer and how the new rates were calculated.

In January 2007, Governor Spitzer directed that the Department could no longer accept commissions from inmate phone services. The Department had previously received a commission of 57.5% on every completed call. The rates established for a completed call under the original contract were $3.00 to connect and $.16 per minute.

Effective April 1, 2007 call rates were reduced by 50% and the cost of a call dropped to $1.50 to connect and $.08 per minute, from which the Department will receive no revenue.

In consideration of the rates dropping, there is an anticipated increase in call volume. National data suggests that if call rates drop 10%, call volume will increase 5%. Based on our current infrastructure, DOCS projects that we have enough phones to handle a 20-25 percent increase in calls on April 1, 2007 without disrupting service to inmates/families.

DOCS monitors call volume. If volume increases 18% or more within the six months of April-Sept 2007, DOCS contract extension allows for a further rate reduction of 7.5%. This will provide sufficient time and data for us to increase phones if we need to and further reduce rates.

Contract Amount Increase
What does the contract amount of $113,000 represent? The original revenue stream was based on a commission payment to DOCS, which has been eliminated due to the Governor's action.

The section that you refer to is an error. There is no contract amount increase. Thank you for pointing out the error.

The Gores Group
News articles dating back to November 2006 reflect an impending acquisition of Verizon Business by The Gores Group. When the acquisition closes, which is expected in the second quarter of 2007, does DOCS intend to process an assignment?

MCI/Verizon intends to sell-off its contract for the Phone Home Service to its subsidiary Global Tell Link (GTL) services. GTL is supported by the Gores Group – a venture capital consortium. The Department is aware of MCI/Verizon's intentions and is working closely with both GTL and MCI/Verizon to ensure that there will be no interruption in phone service and no change in calling rates as a result of the transition of the contract from MCI/Verizon to GTL, which is anticipated to occur in June 2007.

I hope these answers sufficiently address the issues you have outlined in your letter. If you need additional information, please contact me at 457-2540 or tjherzog@docs.state.ny.us

Sincerely,

Thomas J. Herzog
Chief Information Officer
Management Information Services

Cc: Richard D. Roy, Associate Commissioner
Bruce Johnson, Director/Budget and Finance
Dan Ryan, OSC
Jason Effman, Counsel's Office
Denise Patton, Budget and Finance
Robert Koberger, MIS
Michael Mulrooney, MIS
Sharon Shear, MIS

ATTACHMENT 1
Contract Extension Agreement X160812

CONTRACT EXTENSION AGREEMENT
X160812
BETWEEN
NYS DEPARTMENT OF CORRECTIONS
AND
MCI Communications Services, Inc.

The Department of Correctional Services (NY DOCS) is extending Contract X160812 ("Contract") for the second one (1) year extension ("Contract Extension") from April 1, 2007 to March 31, 2008, per the provisions of the Contract. This Contract Extension is executed by Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business ("Verizon Business"). The Contract is hereby modified as follows:

- All inmate calls made, including those to Canada, shall be included in the blended domestic rate for inmate phone traffic under the Contract.
- Verizon Business will not have any obligation to pay any commission payments and NY DOCS will not collect any commission payments previously required under Items 2.5 and 5.1 of the Contract.
- During the Contract Extension, collect calling rates will be reduced from the existing rates under the Contract to the following:

Collect - First 6 Months of Renewal - April 1, 2007 - September 30, 2007

Call Type	Surcharge	Rate Per Minute
Local	$1.50	$0.08
IntraLATA	$1.50	$0.08
InterLATA	$1.50	$0.08
InterState	$1.50	$0.08

Collect ** - Last 6 Months of Renewal - October 1, 2007 - March 31, 2008

Call Type	Surcharge	Rate Per Minute
Local	$1.28	$0.068
IntraLATA	$1.28	$0.068
InterLATA	$1.28	$0.068
InterState	$1.28	$0.068

** These rate(s) only apply under the following conditions: If the monthly baseline average calling volumes for April 1, 2007 through September 30, 2007 demonstrate an increased calling volume of 18% or more relative to the monthly baseline calling volumes for October 1, 2006 through March 31, 2007, the subsequent downward adjustment of rates for the period October 1, 2007 – March 31, 2008 detailed above will be implemented effective October 1, 2007. If the increase in call volume is less than 18%, the rates shall remain at $1.50 surcharge and $0.08 per minute for all calls.

Verizon Business hereby acknowledges and agrees that Verizon Business bears the sole responsibility of providing notification, in accordance with New York State Technology Law § 208 and/or New York General Business Law § 899-aa, of any breach of the security of its computerized data that includes "private information," if the private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Verizon Business shall furnish to DOCS a copy of the Reporting Form required in accordance with State Technology Law § 208(7) and General Business Law § 899-a(8), and available from the Office of Cyber Security and Critical Infrastructure Coordination at http://www.cscic.state.ny.us/security/securitybreach/ReportForm.pdf
Furthermore, Verizon Business shall comply with New York General Business Law § 899-aa(3) and immediately notify DOCS of any breach of the security of any system in which Verizon Business maintains computerized data which includes private information which is owned by DOCS.

All other terms of Contract X160812 remain the same, including the applicability of Appendix A entitled, "Standard State Clauses," attached here.

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

Contract No. X160812

CONTRACTOR

MCI Communications Services, Inc

By: Suleiman Hessani

Suleiman Hessani
Printed Name

Title: VP Pricing / Contract Mgmt

Date: 3-12-07

Contractor Certification
"In addition to the acceptance of this contract, I also certify that information provided to the State agency with respect to Executive Order 127 is complete, true and accurate."

STATE AGENCY

Department of Corrections Services

By [signature]

Brian Fischer
Printed Name

Title: Commissioner

Date: March 19, 2007

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 and that the contractor is determined to be Responsible as that term is utilized in Executive Order No. 127, and as defined and utilized in the State Finance law § 163(3)(a)(ii)(4)(d) and (9)(f)."

State of Mississippi **ss.:**

County of Yazoo

On the 12th **day of** March **2007, before personally appeared** Suleiman Hessani **to me know, who being by me dully sworn, did depose and say that he/she resides at** Asburn, VA **, that there he/she is the** VP Pricing / Contract Mgmt **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.** Leigh ann Cox

LEIGH ANN COX NOTARY PUBLIC YAZOO COUNTY, MS My Commission Expires January 25, 2011

ATTORNEY GENERAL

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

Title: _____ **Date:** _____

MAR 29 2007

Lorraine H. Remo
LORRAINE I. REMO
SENIOR ATTORNEY

STATE COMPTROLLER

David P. Hooper

Title: _____ **Date:** 4/23/07

ATTACHMENT 2
Appendix A
Standard Contract Terms and Conditions

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STANDARD CLAUSES FOR NYS CONTRACTS

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

2. 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.

3. 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.

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

5. 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.

6. 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.

7. 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.

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

9. 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).

10. 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.

M. 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, 110 State Street, 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,h Floor Albany,
New York 12245 Telephone; 518-292-5220 Fax: 518-292-5884
http alwww.empire.state. ny.us

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

APPENDIX A

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor Albany, New York 12245 Telephone: 5 1 8-292-5250 Fax: 518-292-5803
h ttp alwww.em pi re.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

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ATTACHMENT 3
State of New York
Vendor Responsibility Questionnaire

STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN # 470751768

1. VENDOR IS: X PRIME CONTRACTOR SUB-CONTRACTOR	
2. VENDOR'S LEGAL BUSINESS NAME: MCI Communication Services Inc.	**3. IDENTIFICATION NUMBERS:** a) FEIN # [redacted] b) DUNS # [redacted]
4. D/B/A – Doing Business As (if applicable) & **COUNTY FILED:** Verizon Business	**5. WEBSITE ADDRESS** (if applicable): www.verizonbusiness.com
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE: 22001 Loudon County Parkway Ashburn, VA 20147	**7. TELEPHONE NUMBER** 703-886-5600 **8. FAX NUMBER**
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE *IN NEW YORK STATE*, if different from above: 14 Corporate Woods Boulevard Albany, NY 12211	**10. TELEPHONE NUMBER:** 518-426-2125 **11. FAX NUMBER**
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: Owned Rented X If rented, please provide landlord's name, address, and telephone number below:	**13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE** Name: Steve Viefhaus Title: Sr. Director Telephone Number: [redacted] Fax Number: 636-793- e-mail

14. **VENDOR'S BUSINESS ENTITY IS** (please check appropriate box and provide additional information):

a)	Business Corporation X	Date of Incorporation 1/3/1992	State of Incorporation* Delaware
b)	Sole Proprietor	Date Established	
c)	General Partnership	Date Established	
d)	Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities Registration Number
e)	Limited Liability Company (LLC)	Date Established	
f)	Limited Liability Partnership	Date Established	
g)	Other – Specify:	Date Established	Jurisdiction Filed (if applicable)

* If not incorporated in New York State, please provide a copy of authorization to do business in New York.

Verizon has provided attached to this document a copy of Verizon's Corporate Status as obtained from the New York Division of Corporation Web site.

15. PRIMARY **BUSINESS ACTIVITY** - (Please identify the primary business categories, products or services provided by your business):
Telecommunications Products and Services

16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:
American Home Assurance Company (AIG)

17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):

a) **NAME** (print): John Killian	**TITLE:** President Verizon Business Verizon Communications	b) **NAME** (print): Francis J. Shammo	**TITLE:** Sr. Vice President & Chief Financial Officer
c) **NAME** (print): Randal S. Milch	**TITLE:** Senior VP, General Counsel & Secretary	Principal Owner: Verizon Business Network Services Inc (100 %)	

STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #[redacted]

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A 'YES,' AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

18. Is the vendor certified in New York State as a (check please): **Yes** (**No**)
    Minority Business Enterprise (MBE)
    Women's Business Enterprise (WBE)
    Disadvantaged Business Enterprise (DBE)?
    Please provide a copy of any of the above certifications that apply.

19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? (**Yes**) **No**
    List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.

    MCI Communications Services, Inc. is registered to do business as "Verizon Business Services." That is a registered d/b/a in all 50 states and has been in effect since 12/28/05. In the past, we did not have any d/b/a registered for this entity, but we commonly contracted with that party and referred to ourselves as "MCI" prior to the merger.

    Prior to June 2005, that entity's name was MCI WORLDCOM Communications, Inc. We dropped the WorldCom name following emergence from bankruptcy. When we were WorldCom, we commonly used that contracting party and referred to ourselves as "WorldCom" or (earlier) as "MCI WorldCom." So if I were to answer this question, I'd put MCI WORLDCOM Communications, Inc. as a previous business name, Verizon Business Services as our registered d/b/a, and Verizon Business, MCI, WorldCom, and MCI WorldCom as current and previous trade names.

20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:

    a. An elected or appointed public official or officer? **Yes** (**No**)
    List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.

    b. A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? (**Yes**) **No**
    List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.
    Michael McCormack, Director of NYS OFT 9/02-11/05

    c. If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? **Yes** (**No**)
    List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.

    d. An officer of any political party organization in New York State, whether paid or unpaid? **Yes** (**No**)
    List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.

STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN # [redacted]

21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate or any person involved in the bidding or contracting process:
Verizon is involved in litigation and arbitration at all times due to the number of customers, suppliers, and competitors that it has. Consequently, the request of Verizon to compile a description of pending lawsuits is an extremely arduous, burdensome and time-consuming task. Although Verizon cannot provide such a list, Verizon is not aware of any outstanding action that would, if successful, have a material adverse impact on Verizon's ability to perform under the terms of this contract. In addition, Verizon makes the affirmative declaration and commitment that Verizon shall provide the Customer notice of any action against Verizon which action could, if successful, have a material adverse impact on the telecommunications services being proposed hereunder to the Customer under any resulting Agreement. *See Attachment for affiliate information pertinent to this response.

a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; **Yes** No
2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; Yes **No**
3. entered into an agreement to a voluntary exclusion from bidding/ contracting; Yes **No**
4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles; Yes **No**
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; Yes **No**
6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited; Yes **No**
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; Yes **No**
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or **Yes** No
9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract? Yes **No**

b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ***See Attachment for information.** **Yes** No

FEIN [redacted]

c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:

1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law; Yes (No)

2. state or federal environmental laws; Yes (No)

3. unemployment insurance or workers' compensation coverage or claim requirements; Yes (No)

4. Employee Retirement Income Security Act (ERISA); Yes (No)

5. federal, state or local human rights laws; Yes (No)

6. civil rights laws; Yes (No)

7. federal or state security laws; Yes (No)

8. federal Immigration and Naturalization Services (INS) and Alienage laws; Yes (No)

9. state or federal anti-trust laws; or Yes (No)

10. charity or consumer laws? Yes (No)

For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor. ***See Attachment for information.**

22. In the past three (3) years, has the vendor or its affiliates[1] had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? (Yes) No

Indicate f this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied "

***See Attachment for information.**

STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN [redacted]

23. Has the vendor (for profit and not-for profit corporations) or its affiliates, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? ***Indicate f this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.***	Yes (No)
24. Is the vendor exempt from income taxes under the Internal Revenue Code? ***Indicate the reason for the exemption and provide a copy of any supporting information.***	Yes (No)
25. During the past three (3) years, has the vendor failed to: a) file returns or pay any applicable federal, state or city taxes? ***Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.***	Yes (No)
b) file returns or pay New York State unemployment insurance? ***Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.***	Yes (No)
26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing? ***Indicate f this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed If closed, provide the date closed*** ***See Attachment for information.**	(Yes) No
27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? ***Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.***	Yes (No)
28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? ***List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.***	(Yes) No

Verizon is pleased to hold a large number of contracts with the State of New York, Authorized Users of State contracts, as well as other service and equipment contracts with New York State Agencies, which are too numerous to identify in this response. Among others, those contracts are:

New York State OFT ESP Albany, NY	**Miscellaneous Circuits**	**C000114**	**11/1/05-11/1/08**

	New York State OGS ESP Albany, NY	**Aggregated Telecommunications Services Group 77010 Award 11134**	***PS58751***	**5/19/02-5/19/07**	

29. In the past five (5) years, has the vendor or any affiliates[1]:
    a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; **Yes** **No**
    b) received an overall unsatisfactory performance assessment from any government agency on any contract; or **Yes** **No**
    c) had any liens or claims over $25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? **Yes** **No**

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

[1] "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #[redacted]

State of: Mississippi)

County of: Yazoo)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business: MCI Communications Services Inc.

Signature of Owner/Officer: Suleiman Hessani

Address: 22001 Loudon County Parkway Printed Name of Signatory: Suleiman Hessani

City, State, Zip: Ashburn, VA 20147 Title: VP Pricing / Contract Mgmt

Sworn to before me this 12th day of March, 2007

Notary Public

Leigh Ann Cox
Print Name

Leigh Ann Cox
Signature

3-12-07
Date

LEIGH ANN COX YAZOO COUNTY, MS NOTARY My Commission Expires January 25, 2011 PUBLIC

Attachment

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

NYS Department of State

Division of Corporations

Entity Information

Selected Entity Name: MCI Communications Services, Inc.

Selected Entity Status Information

Current Entity Name: MCI Communications Services, Inc.
Initial DOS Filing Date: MARCH 23, 1973
County: NEW YORK
Jurisdiction: DELAWARE
Entity Type: FOREIGN BUSINESS CORPORATION
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)
C/O THE PRENTICE HALL CORPORATION SYSTEM, INC
80 STATE ST
ALBANY, NEW YORK, 12207

President and Chief Executive Officer

JOHN F. KILLIAN
1 VERIZON WAY
BASKING RIDGE, NEW JERSEY 07920

Principal Executive Office

MCI, INC.
22001 LOUDOUN COUNTY PKWY
ASHBURN, VIRGINIA, 20147

Registered Agent

C T CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NEW YORK, 10011

ATTACHMENT 4
Better Business Bureau & OSHA Complaint Report Responses

Verizon Response to Attached Better Business Bureau Report (NYBBB) as provided by the State of New York.

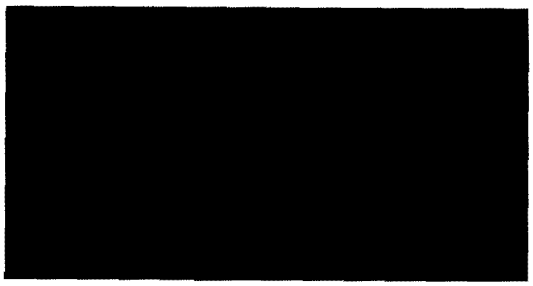
[redacted]

VERIZON COMMUNICATIONS 1095 Avenue of the Americas
New York, NY 10036
View Location Map

Original Business Start Date: 1/1/1975

Principal: Ivan Seidenberg, Chief Executive Officer **Phone Number:** (212) 869-2121

Additional Phone Numbers:



Fax Number: (212) 869-3265

Website: www.verizon.com

Type of Business: Telephone Companies **Membership Status:**

This company is a member.

The information in this report has either been provided by the company, or has been compiled by the Bureau from other sources.

BBB Membership

This company is a member of the Better Business Bureau. This means it supports the Bureau's services to the public and meets our membership standards.

Customer Experience

The company's size, volume of business, and number of transactions may have a bearing on the number of complaints received by the BBB. The number of complaints Fled against a company may not be as important as the type of complaints, and how the company handled them. The BBB generally does not pass judgment on the validity of complaints filed.

Complaint Outcome Statistics:

Complain Outcome	Last 12 Months	Last 12..36 Months	Total
Resolved *Consumer received the requested resolution*	[redacted]		
Resolved Consumer received part of the resolution			
Administratively Judged Resolved. The company has responded to the complaint(s) addressing the disputed issues, however the consumer remains dissatisfied.			
Total			

Complaint *Issues:*

Please understand that complaints may concern more than one issue

COMPLAINT ISSUE	LAST 12 MONTHS	LAST 12..36 MONTHS	TOTAL
Advertising Issues	[redacted]		
Contract Disputes			
Credit or Billing Disputes			
Customer Service			
Delivery Issues			
Guarantee or Warranty Issues			
Miscellaneous			
Product Quality			
Refund Practices			
Repair Issues			
Selling Practices			
Service Issues			
TOTAL			

Additional Business Names

This firm also does business under the following names. This is not necessarily a complete list.

formerly Bell Atlantic GTE Corp.

NYNEX

Report as of: 11/17/2006

As a matter of policy, the Better Business Bureau does not endorse any product, service, or company. BBB reports generally cover a three-year reporting period, and are provided solely to assist you in exercising your own best judgment. Information contained in this report is believed reliable but not guaranteed as to accuracy. Reports are subject to change at any time,

The Better Business Bureau reports on members and non-members. Membership in the BBB is voluntary, and members must meet and maintain BBB standards. If a company is a member of the BBB, it is stated in this report.orch Results

Verizon Response to Attached Occupational Safety & Health Administration (OSHA) as provided by the State of New York.

[redacted]

U.S. Department of Labor
Occupational Safety & Health Administration

www.osha.gov | MyOSHA | Search | Advanced Search | A-Z Index

earch Results

stablishment Search Results Page

[Find It! in DOL]

Establishment	Date Range	Office	State
[redacted]			

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: | Date | Name | Office | State | Return to Search

Get Detail

Results 1 - 13 of 13
By Date

		Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
	1	[redacted]									
	2										
	3										
	4										
	5										
	6										
	7										
	8										
	9										
	10										
	11										
	12										
	13										

Verizon Communications

Verizon Communication

Verizon Communications Inc

Verizon Communications, Inc.

Verizon Communications Inc

[redacted] Verizon Communications Inc. [redacted]

[redacted]

[redacted] Verizon Communications

[redacted]

[redacted] **Verizon Communications Inc.**

[redacted]

[redacted] **Verizon Communications Inc.**

[redacted]

[redacted] - Verizon Communications

[redacted]

[redacted] erizon Communications

[redacted]

ATTACHMENT 5
Contractor Certification ST-220

New York State Department of Taxation and Finance

ST – 220

Contractor Certification

(Pursuant to Section 5-a of the Tax Law)

9/05 (Page 1 of 4)

For more information, see Publication 222, *Question and Answers Concerning Tax Law Section 5-a.*

Contractor name MCI Communications Services Inc.			*For covered agency use only Contract number of Description* X160812
Contractor's principal place of business City State Zip Code 12001 Loudoun County Parkway, Ashburn, VA 20147			
Mailing address *(if different than above)*			
Contractor's federal employer identification number (EIN) [redacted]	Contractor's sales tax ID number (if different from contractor's EIN)		*Estimated contract value over the full term of the* contract (but not including renewals) $113,000.00
Contractor's telephone number 636-793-3457	Covered agency		

I, Suleiman Hessani (name), *hereby affirm, under penalty of perjury, that I am* VP Pricing/Contract Mgmt (title), of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and that to the best of my knowledge:

Part I. Contract not covered by section 5-a of the Tax Law

(Mark an X in the box if this statement is applicable. If you mark this box, you do not have to complete Parts II through V.)

☐ The requirements of section 5-a of the Tax Law do not apply to this contract *(provide a separate explanation and attach to this form).*

(If you did not mark the box next to the statement in Part I, mark an X next to the applicable statement in Parts II through IV and, if applicable, Part V.)

Part II. Contractor registration status

☒ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available, and is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor is listed on Schedule A of this certification.

☐ As of the date of this certification, the contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available.

Part III. Affiliate registration status

☐ As of the date of this certification, the contractor does not have any affiliates.

☒ The contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available, and each affiliate exceeding the $300,000 cumulative sales threshold during such periods is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such periods on Schedule A of this certification.

☐ The contractor has one or more affiliates and, as of the date of this certification, each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available.

Part IV. Subcontractor registration status

☐ As of the date of this certification, the contractor does not have any subcontractors.

☒ The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available. Each subcontractor informing the contractor that it has made sales in excess of the $300,000 cumulative sales threshold during such periods has further informed the contractor that it is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such periods on Schedule A of this certification.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available.

Part V. Subcontractor affiliate registration status

☒ The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has any affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the $300,000 cumulative sales threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor affiliate exceeding the $300,000 cumulative sales threshold during such periods on Schedule A of this certification.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available.

Sworn to this 12th day of March, 2007

Sulejman Hemani
Signature

VP Pricing / Contract Mgmt
Title

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Mississippi)
SS.:
COUNTY OF Yazoo)

On the day 12th of March in the year 2007, before me personally appeared Suleiman Hessami known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 22001 Loudoun County Parkway

Town of Ashburn,

County of Loudoun,

State of Virginia; and further that:

[Mark an *X* in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ (If a corporation): he is the VP Pricing / Contract Mgmt. of MCI Communications Services Inc. the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): he is the

of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Leigh Ann Cox
Notary Public

Registration No.

LEIGH ANN COX YAZOO COUNTY, MS NOTARY PUBLIC My Commission Expires January 25, 2011

Schedule A — Listing of persons exceeding $300,000 cumulative sales threshold

A Relationship to Contractor	B Name	C Address	D Federal EIN	E Sales Tax ID Number	F Proof of Registration
C	MCI Communications Services, Inc.	22001 Loudoun County Pkwy, Ashburn VA 20147	[redacted]		RC.
A	MCI Network Services, Inc.	(Same Address)	[redacted]		RC.
A	SkyTel Corp	(Same Address)	[redacted]		RC.
S	Shawntech Communications, Inc	Once Asset Centre, Ste 102, Vandalia, OH 45477	[redacted]		

Column A – Enter *C* in column A if the contractor; do not complete columns C, D, and E. Enter *A* if an affiliate of the contractor; *S* if a subcontractor; or *SA* if an affiliate of a subcontractor, and complete columns B through F.

Column B – Name - If person is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State. If person is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If person has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of person's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the person or person's business, as applicable. If the person is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – Enter *CA* if a paper copy of the certificate of authority is attached; or *RC* if person is registered with the Tax Department (DTF) and has confirmed this status with DTF.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

ATTACHMENT 6
Offerer Disclosure of Prior Non-Responsibility Determinations

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

MCI Communications Services, Inc.

Address: **22001 Loudon County Parkway Ashburn, VA 20147**

Name and Title of Person Submitting this Form: Suleiman Hessani
VP Pricing / Contract Mgmt

Contract Procurement Number: **X160812**

Date: 3-12-07

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

(No) Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:
(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

(No) Yes

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: Suleiman Hessani Date:
Signature

Name: Suleiman Hessani

Title: VP Pricing / Contract Mgmt

ATTACHMENT 7
Model Language Certification of Compliance

Model Language to Obtain Offerer Certification of Compliance with State Finance Law §139-k(5)*

Include the following language for certification by the Offerer:

Offerer Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: Suleiman Hessani Date: 3-12-07

Name: Suleiman Hessani

Title: VP Pricing / Contract Mgmt

Contractor Name: MCI Communications Inc.

Contractor Address: 22001 Loudon County Parkway, Ashburn, VA 20147

*References in the Model Language may be revised as follows:

- "Governmental Entity" may be amended to specifically reference the governmental unit conducting the procurement.
- "Offerer" may be amended to conform to the Offerer's legal identity or abbreviation set forth in the contract.

ATTACHMENT 8
Model Language Affirmation of Understanding

Model Language to Obtain Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Background:

State Finance Law §139-j(6)(b) provides that:

> Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid. The following language can be used to obtain the affirmation.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law § 139-j (3) and §139-j (6) (b).

By: Suleiman Hessani Date: 3-12-07

Name: Suleiman Hessani

Title: VP Pricing / Contract Mgmt

Contractor Name: **MCI Communications Services Inc.**

Contractor Address: **22001 Loudon County Parkway, Ashburn, VA 20147**

ACPL 2.16.06 Affirmation

http://www.ogs.state.ny.us/aboutOgs/regulations/default AdvisoryCouncil.html

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

BRIAN FISCHER
COMMISSIONER

RICHARD D. ROY
ASSOCIATE COMMISSIONER

April 12, 2007

Gail P. Thorpe
Contract Management Specialist
Office of the State Comptroller
110 State Street
Albany, New York 12236

Dear Ms. Thorpe:

Re: Inmate Phone Program
MCI (Verizon Business), X160812

I am responding to your April 12, 2007 request for clarification on the Department's one-year contract extension with MCI/Verizon for the Inmate Phone Program.

Rate Reduction
Please provide a summary of the collect call rate reduction determination, including the requirements set forth by Governor Spitzer and how the new rates were calculated.

In January 2007, Governor Spitzer directed that the Department could no longer accept commissions from inmate phone services. The Department had previously received a commission of 57.5% on every completed call. The rates established for a completed call under the original contract were $3.00 to connect and $.16 per minute.

Effective April 1, 2007 call rates were reduced by 50% and the cost of a call dropped to $1.50 to connect and $.08 per minute, from which the Department will receive no revenue.

In consideration of the rates dropping, there is an anticipated increase in call volume. National data suggests that if call rates drop 10%, call volume will increase 5%. Based on our current infrastructure, DOCS projects that we have enough phones to handle a 20-25 percent increase in calls on April 1, 2007 without disrupting service to inmates/families.

DOCS monitors call volume. If volume increases 18% or more within the six months of April-Sept 2007, DOCS contract extension allows for a further rate reduction of 7.5%. This will provide sufficient time and data for us to increase phones if we need to and further reduce rates.

Contract Amount Increase
What does the contract amount of $113,000 represent? The original revenue stream was based on a commission payment to DOCS, which has been eliminated due to the Governor's action.

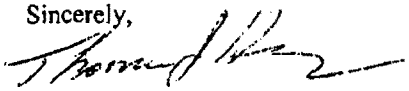
The section that you refer to is an error. There is no contract amount increase. Thank you for pointing out the error.

The Gores Group
News articles dating back to November 2006 reflect an impending acquisition of Verizon Business by The Gores Group. When the acquisition closes, which is expected in the second quarter of 2007, does DOCS intend to process an assignment?

MCI/Verizon intends to sell-off its contract for the Phone Home Service to its subsidiary Global Tell Link (GTL) services. GTL is supported by the Gores Group – a venture capital consortium. The Department is aware of MCI/Verizon's intentions and is working closely with both GTL and MCI/Verizon to ensure that there will be no interruption in phone service and no change in calling rates as a result of the transition of the contract from MCI/Verizon to GTL, which is anticipated to occur in June 2007.

I hope these answers sufficiently address the issues you have outlined in your letter. If you need additional information, please contact me at 457-2540 or tjherzog@docs.state.ny.us

Sincerely,



Thomas J. Herzog
Chief Information Officer
Management Information Services

Cc: Richard D. Roy, Associate Commissioner
Bruce Johnson, Director/Budget and Finance
Dan Ryan, OSC
Jason Effman, Counsel's Office
Denise Patton, Budget and Finance
Robert Koberger, MIS
Michael Mulrooney, MIS
Sharon Shear, MIS

THOMAS P. DiNAPOLI
STATE COMPTROLLER

110 STATE STREET
ALBANY, NEW YORK 12236

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

April 12, 2007

Thomas Herzog
Chief Information Officer
Dept. of Correctional Services
Building 2
1220 Washington Avenue
Albany NY 12226

Dear Mr. Herzog:

Re: Inmate Phone Program
MCI (Verizon Business), X160812

Please respond to the following questions pertaining to the amendment for a one-year extension and rate reduction, effective April 1, 2007, between the Department of Corrections (DOCS) and MCI Communications Services, Inc. (d/b/a Verizon Business).

Rate Reduction

Please provide a summary of the collect call rate reduction determination, including the requirements set forth by Governor Spitzer and how the new rates were calculated.

Contract Amount Increase

What does the contract amount of $113,000 represent? The original revenue stream was based on a commission payment to DOCS, which has been eliminated due to the Governor's action.

The Gores Group

News articles dating back to November 2006 reflect an impending acquisition of Verizon Business by The Gores Group. When the acquisition closes, which is expected in the second quarter of 2007, does DOCS intend to process an assignment?

If you need to contact me relative to the questions outlined above, you can reach me at 486-3011 or gthorpe@osc.state.ny.us.

Sincerely,

Gail P. Thorpe
Contract Management Specialist

gpt

cc: Dan Ryan (OSC)
Sharon Shear (DOCS)

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

BRIAN S. FISCHER
COMMISSIONER

DEPUTY COMMISSIONER
ADMINISTRATIVE SERVICES

March 21, 2007

Contract Approval Unit
NYS Department of Law
The Capitol
Albany, NY 12224

RE:	FACILITY:	10160 NYS Department of Correctional Services
	CONTRACTOR'S NAME:	MCI Communications Svs d/b/a Verizon Business
	CONTRACT NO./DATES:	X160812 04/01/07 - 03/31/08
	PURPOSE:	Inmate Phone Home Program
	AMOUNT:	$113,000

Dear Sir/Ms:

Please find enclosed that above contract for your review and approval.

When the contract has been approved, please transmit the enclosures to:

Office of the State Comptroller
Contract Approval Unit - 11th Floor
110 State Street
Albany, NY 12236

I have also included a self-addressed envelop and a form for my tracking purposes. Kindly fill in the date/initial and return to me when you have forwarded to contract to OSC.

Should you have any questions feel free to contact me at 457-2127.

Thank you for your cooperation in this matter.

Very truly yours,

COPY

Denise A. Patton
Associate Budgeting Analyst
Budget & Finance

DAP
Enc.

AC340C **STATE OF NEW YORK**

CONTRACT ENCUMBRANCE REQUEST

[Y] Amendment/ Supplemental

Originating Agency Code 10160	Batch Number 661330	Batch Type TBV	Number of Documents 1	Net Amount $113,000,000.00

Originating Agency: DEPT OF CORRECTIONAL SERVICES 10160

Contract No.: X160812

Action Code: C

Payee I.D.: [redacted]

Additional:

Contractor Type: X

Zip Code: 22182

Administering Agency:

Payee Name (Limit to 30 spaces): MCI COMMUNICATIONS SVS INC

Payee Name (Limit to 30 spaces): DBA VERIZON BUSINESS SVS

Payee Address (Limit to 30 spaces): 1945 OLD GALLOWS RD

Payee Address (Limit to 30 spaces): BLDG C-2

City (Limit to 20 spaces): VIENNA

(Limit to 2 spaces) State: VA

Zip Code: 22182

Interest Eligible (Y/N): Y

IRS Code:

Stat. Type:

Indicator - Statewide:

Indicator - Department:

Contract Amount: 113,000,000.00

Contract Period (MM) (DD) (YY): 04 01 01 (MM) (DD) (YY): 03 31 08

Bid Date (MM) (DD) (YY):

Renewal/Amendment Beginning Date (MM) (DD) (YY): 04 01 07

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

CHANGE REASON: RENEWAL

Provisions (Limit to 63 spaces):

Preparer's Signature: DENISE PATTON

Preparer's Phone No.: 518-457-2127

Agency Finance Officer's Signature:

Date: 3/19/07

Audit Status	Category	Method of Award	Audit Class	Project Code
Bids Solicited	Number Rejected	Declined	No Reply	Route Code
Date Received	Audit Group	Date Approved	Date Rejected	Auditor's Initials

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

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

ACCOUNT	SUB	OBJECT

OSC COPY

OFFICE OF THE STATE COMPTROLLER – BUREAU OF CONTRACTS

VENDOR RESPONSIBILITY PROFILE

Agency Code: 10160 **Agency Name**: Department of Correctional Services
Batch Number: **Contract Number/Vendor**: X160812 MCI - D/B/A Verizon

---

AGENCY RESPONSIBILITY CERTIFICATION

The Department of Correctional Services has undertaken an affirmative review of the proposed contractor's responsibility in accordance with the standards outlined in Comptroller's Bulletin No. G-221, and based upon such review, has reasonable assurance that the proposed contractor is responsible as indicated in question 9.

Signed

Authorized Agency Officer: Bruce A. Johnson **Title**: Director, Budget and Finance
Direct Phone Number: 518-457-5604 **Email**: bajohnson@docs.state.ny.us

New York State Department of Correctional Services

CONTRACT MANAGER'S AFFIRMATION OF VENDOR RESPONSIBILITY DETERMINATION WITH VENDOR RESPONSIBILITY PROFILE

Vendor Name Verizon New York Inc.

Contract Number x160812 **Contract Period:** 4/1/07-3/31/08

CONTRACT MANAGER'S RESPONSIBILITY AFFIRMATION

I, Thomas Herzog, have undertaken an affirmative review of the proposed contractor's responsibility in accordance with the standards outlined in Comptroller's Bulletin No. G-221, and based upon such review, have reasonable assurance that the proposed contractor is [responsible or non-responsible] as indicated in question 9 above.

I have determined Verizon New York Inc, responsible using the following supporting documents:

[redacted]

Signed

Contract Manager: Thomas Herzog **Title**: Chief Information Officer

Direct Phone Number:

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

VENDOR RESPONSIBILITY PROFILE

Part I – Complete for all contract transactions

1. Agency Code:	10160	2. Agency Name:	NYS Department Of Correctional Services
3. Batch No:		4. Contract No. or Purchase Order No.:	X160817
5. Vendor Name:	Verizon Inc.		
		☒ Prime Contractor	☐ Subcontractor
6. Vendor Federal Employer Identification Number:	[redacted]	7. Contract Amount:	$ 113,000,000
8. Description of Contract:	Agreement with Verizon to provide inmates the ability to call home at a reasonable cost and maintain contact with friends and family.		

9. Responsibility Determination – The contracting agency has reviewed the proposed contractor and made the following determination regarding the proposed contractor's responsibility:

☒ Responsible

☒ The proposed contractor meets the appropriate standards.

☒ Responsibility issues identified have been addressed by remedial actions of the vendor to the satisfaction of the contracting agency. [1]

☐ Responsibility issues identified have been addressed by a formal agreement with the vendor, which include measurable actions and standards satisfactory to the agency. [1]

☐ Non-Responsible - The proposed contractor initially selected was found non-responsible. [1]

[1] Attach and list in item 14 below additional documentation, if needed.

Part II. Complete for contract transactions exceeding $100,000

10. Did the contracting agency require vendor disclosure in each of the following areas?

Legal Authority ☒ Yes Integrity ☒ Yes

Financial & Organizational Capacity ☒ Yes Performance ☒ Yes

11. What methods were used to obtain these disclosures and any other information used in making the responsibility determination?

☒ OSC Questionnaire ☐ Procurement Council Questionnaire

☐ Solicitation Document

☒ Other (i.e., vendor disclosure, web site, other information source). Describe: Dunn and Bradstreet report. research on Various Web Sites: OSHA, OAG, DOL, BBB

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

VENDOR RESPONSIBILITY PROFILE

12. Describe the process used to determine vendor responsibility. Attach and list in item 14 below additional documentation, if needed.

Basic Web Research was completed using standard search tools as well as NYS and Federal Governmental sites. Verison was asked to respond to any issues found. In addition, Verizon was asked to provide a Dunn and Bradstreet report. The report returned no addional areas of concern.

Part III – Complete for all contract transactions

13. Identify any vendor responsibility issues found:

☐ No issues known or found.

☒ Issues found. Describe below the issue and related resolution. Attach and list in item 14 below additional documentation, if needed.

Issue #	Legal Authority	Integrity	Fin./Org. Capacity	Performance	Narrative Description	Resolution
1	[redacted]					
2						
3						
	☐	☐	☐	☐		
	☐	☐	☐	☐		
	☐	☐	☐	☐		

14. Attachments

☒ Completed Vendor Questionnaire (required if one was used in the procurement)
☐ Other (list)

STATE OF NEW YORK
DEPARTMENT OF CORRECTIONAL SERVICES
THE HARRIMAN STATE CAMPUS – BUILDING 2
1220 WASHINGTON AVENUE
ALBANY, N.Y. 12226-2050

BRIAN FISCHER
COMMISSIONER

RICHARD D. ROY
DEPUTY COMMISSIONER

December 17, 2008

Ms. Catherine a. Solibakke
Contracts Director
UNISYS
11720 Plaza America Drive
Tower III
Reston, Virginia 20190

RE: Contract # C160988
Inmate Telephone System
Period: 04/01/08-03/31/11

Dear Ms. Solibakke:

Attached for your records is an original approved contract by and between the New York State Department of Correctional Services (DOCS) and UNISYS Corporation for the provision of Inmate Telephone Systems to DOCS.

Please advise if you have any questions or require additional information regarding this approved contract.

Sincerely,

Thomas J. Herzog
Assistant Commissioner
Chief Information Officer
Management Information Services

Attachment

TJH:CAM:db

cc: Michael J. Mulrooney, MIS
Bruce Johnson, CFO
George Glassanos, Counsel's Office
Denise Patton, Budget & Finance

AC 1552 (Rev 4/03)

APPROVED DOCUMENT TRANSMITTAL

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
Bureau of Contracts, Floor 11-1
110 State Street
Albany, New York 12236

Date:_____

Agency Code 10160

Contract No.: C160988

Purchase Order_____

TO: Corrections

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

☐ Enclosed is an approved Amendment No./Change Order No._____ in the amount of $_____

☐ Extension is approved to_____ Amount if applicable $_____.

☐ 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 $_____.

☐ _____

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 referred to as DOCS) and Unisys Corporation (hereinafter referred to as Unisys).

WITNESSETH:

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

WHEREAS, 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 Unisys to provide such service services for DOCS; and

WHEREAS, Unisys 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, DOCS and Unisys agree as follows:

1. **SERVICES**: Unisys will carry out all responsibilities and services identified in the proposal attached herein as Exhibits A, B, C & D entitled:

   A. DOCS' "Request for Proposals" dated November 5, 2007 and all Appendices and Attachments included in the "Request for Proposal.
   B. DOCS' "Modifications to the Request for Proposals" letter dated December 12, 2007.
   C. Clarifications to Questions and Answers (Pre-bid Submission).
   D. Unisys's Response and Clarification to DOCS' Questions Concerning Contractor's proposal.

2. **COMPENSATION AND PAYMENT:** The parties acknowledge that all income and revenue to be derived by Unisys from this contract shall be paid exclusively by the users of the services, provided pursuant to this contract and that the State of New York, DOCS, its officials and employees shall have no responsibility for these payments.

3. **INCORPORATED PAGES**: This AGREEMENT incorporates the face pages attached and all of the appendices identified on the face page hereof.

4. **EFFECTIVE DATE:** This AGREEMENT shall become effective upon the Approval of the Attorney General and the Comptroller of the State of New York.

5. **SUBCONTRACTING:** This AGREEMENT shall be binding upon the parties, their successors and heirs. Certain responsibilities may be subcontracted with the written approval of DOCS.

6. **STATE OF LAW**: This AGREEMENT shall be construed and interpreted in accordance with the Laws of the State of New York.

7. **CIVIL-EQUAL-HUMAN RIGHTS:** Unisys 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.

8. **CONFLICTING TERMS:** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) the "authorities" to which resort will be made and which shall control are the following in the order of priority presented here:
   A. Appendix A, "Standard Clauses for New York State Contracts."
   B. The contract, which includes the RFP, the following RFP Appendices, Unisys "winning" Proposal and the Question and Answers
   The contract appendices, as follows:
   C. General Specifications
   D. Offeror's Certification of Compliance
   E. Offeror's Affirmation of Understanding
   F. Vendor Responsibility Form
   G. Vendor Reference Form
   H. Staff Qualification Form
   I. Financial Proposal Cost Form
   J. Non-Disclosure Agreement
   K. Notice of Intent to Bid
   L. Proposal Response Forms

9. **TERMINATION**: Basis for termination is set forth in DOCS Request for Proposal, Section 8.4 entitled "Breach of Service", Exhibit A.

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

Contract No._____

CONTRACTOR
Unisys Corporation

By: [signature]

C.A. SULIBAKKE
Printed Name

Title: CONTRACTS DIR. FED SYS. CIVILIAN

Date: 28 March 2008

STATE AGENCY
Department of Correctional Services

By: [signature]

Bruce Johnson
Printed Name

Title: Chief Fsu / Office

Date: 3/31/08

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
APR 03 2008
PETER FAVRETTO
ASSOCIATE ATTORNEY

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."

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

My Commission Expires
March 31, 2011

On the 28th day of March, 2008, before me personally appeared C.J. Schneider, to me known, who being by me duly sworn, did depose and say that he/she resides at Kenn. VT, that he/she is the Contracts Manager 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] Commission # 4146792

APPROVALS

ATTORNEY GENERAL

Title: APPROVED AS TO FORM NYS ATTORNEY GENERAL

Date: APR 03 2008

PETER FAVRETTO ASSOCIATE ATTORNEY

STATE COMPTROLLER

Charlotte E Breeyear

Title:

Date: 11/04/08

STATE OF NEW YORK

DEPARTMENT OF CORRECTIONAL SERVICES

Request For Proposals For An Inmate Telephone System

Issued by: NYS Department of Correctional Services
Management Information Services
1220 Washington Avenue Building #2
Albany, NY 12226

November 5, 2007

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1 Introduction

1.1 The DOCS Mission Statement

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

1.2 Background

The DOCS Management Information Services (MIS) provides a wide range of centralized services and support for the Department's staff at seventy correctional facilities and fifteen central office or regional sites. MIS functions as a single point of contact for facility telecommunications and networking needs and uses its aggregated purchasing capability to enhance facility operations. Some of the services MIS provides include:

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

1.3 Overview of Existing Inmate Telephone System (ITS)

The DOCS' MIS staff and its business partner Global Tel*Link (GTL) collectively manage the Inmate Call Home program which allows inmates to place collect-only telephone calls to family and friends. The current Inmate Telephone System supporting the Inmate Call Home program is a network of customized premise based communications equipment and is located in each of the DOCS correctional facilities. The system supports 3,438 inmate telephones ranging from installations with as few as four (4) telephones to facilities with as many as one hundred twenty-four (124). A list of the DOCS locations and the number of phones supported in each may be found in Attachment B. The telephone instruments are wired with standard category three cables.

MIS maintains mainframe applications that provide authorized staff with administrative functions and tools that allow the DOCS' Guidance staff the ability to maintain individual inmate calling lists. Each inmate is allowed to place collect-only calls between the hours of 7:00 am and 11:00 pm to any of the fifteen telephone numbers appearing on their personal allowed list for a maximum duration of thirty minutes per call. In the six months prior to release of this RFP the ITS processed approximately 2.7 million calls for nearly 55 million minutes of traffic.

The State of New York DOCS desires to contract for a comprehensive, full featured ITS that will serve all New York State Correctional facilities, inmates and their families and support related administrative and investigatory activities. The DOCS' intent is to implement an enterprise ITS solution that can be deployed statewide and managed as a single platform to provide pre-paid and collect calling. The goal is to smoothly migrate from the existing ITS to a new system within ninety (90) days of the expiration of the existing contract and with no disruption of service. The current contract will expire on March 31, 2008.

1.4 Purpose

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

- Project management and implementation services to assure a timely execution of the procured services and the migration and integration of existing information
- Administrative, operational and support services necessary for the ITS to fulfill the DOCS requirements and service levels
- Migration from the current system, services and equipment to the new ITS
- Operation of a secure, high availability environment
- Provisioning and deployment of all equipment including telephony devices, servers, communication components and any circuits and related hardware and software that provide for a fully functioning system
- An operational environment that will assure that all information provided by the State will at all times reside within the United States
- Operational procedures, training, tools and documentation necessary to operate, backup, recover and administer the ITS services
- Necessary staffing and support facilities to operate and maintain the ITS and meet the required service levels
- Interfaces to receive and provide information between the ITS and the DOCS' internal applications services
- Customer service support to meet the needs of the DOCS, inmates families and friends, and authorized system users

1.5 Issuing Agency / Inquiries

The issuing agency of this Request for Proposals (RFP) is the New York State Department of Correctional Services. This RFP outlines the terms and conditions and all applicable information required for submitting a bid. Bidders must strictly adhere to the bid submission date and time to prevent disqualification. Bidders must follow the format and instructions for submission as outlined in Section 9.2, Proposal Format.

All inquiries concerning this RFP must be addressed in writing to the DOCS issuing office at:

Sally Sherman
DocsCallHome@docs.state.ny.us
ITS Coordinator
518-457-2540
NYS Department of Correctional Services
Management Information Services
1220 Washington Avenue Building #2
Albany, NY 12226

All inquiries must be submitted by email or written document as directed above, citing the particular section and paragraph of this RFP. Bidders are responsible for ensuring delivery of their questions.

All Bidders m ust develop technical and cost pr oposals that reflect the term s of the contract provisions described in this RFP. Bidders should note that all clarifications and exceptions including those relating to the term s and conditions of the proposed contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all Bidders in the form of a formal addendum, and will be annexed to and become a part of the resulting contract.

All Questio ns m ust be subm itted in writing, in cluding th ose posed at the m andatory p re-bid conference, by the deadline for submission of questions indicated in Section 1.6 Schedule of Events.

1.6 Schedule of Events

Event	Day	Date
Release of RFP	Mon	11/05/07
Registration for Pre-Bid Conference Due (Appendix K)	Tue	11/27/07
Mandatory Pre-Bid Conference	Thu	11/29/07
Final Written Questions Due from Bidders	Wed	12/05/07
Official Response to Bidders' Questions	Wed	12/12/07
Closing Date for Receipt of Bids	Thu	12/27/07
Bid Opening Date (Technical Only)	Fri	12/28/07
Selection of Contractor	Wed	1/23/08
Contract Signed by the DOCS and Contractor	Wed	1/30/08
Contract Award (Office of the State Comptroller Approval)	Tue	3/25/08
Project Initiation Meeting	Wed	3/26/08
Implementation Complete	Mon	6/30/08

NOTE: This is a ten tative timet able, w hich may <u>ONLY be modified to address the State's needs.</u>

2 Bidder Information

2.1 Term of Agreement

The Agreement shall run for three (3) years beginning April 1, 2008 through March 31, 2011 with the DOCS reserving the sole right to renew the Agreement for two additional one year periods at the same terms and rates by notifying the contractor of its intention no less than one-hundred-eighty (180) days before the expiration of the original Agreement or the initial one year renewal period.

The DOCS shall reserve the right to seek reduced rates and/or new terms of agreement from the contractor prior to any extension.

2.2 Completeness of Proposal

Bidders must submit proposals for the complete range of services specified in this RFP. It is the responsibility of the bidder to verify the completeness of its proposal and its suitability to meet the requirements of this RFP.

2.3 Modifications of Bids

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

2.4 Withdrawal of Bids

Bids cannot be withdrawn for a minimum of sixty (60) days after the bid submission date (see State Finance law Section 163,9(e).) Requests to withdraw proposals after the sixty day period, may only be granted with written permission from the DOCS.

2.5 Incurring Costs

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

The DOCS shall not be held liable for any costs incurred by a bidder in the bidder's requirement to attend the mandatory pre-bid conference to be held at the location specified in section 2.6.

The 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 the DOCS.

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

2.6 Mandatory Pre-Bid Conference

Bidders intending to submit a proposal shall be required to attend a mandatory pre-bid conference to be held on the day indicated in Section 1.6 at the New York State Department of Correctional Services Training Academy, 1134 New Scotland Road, Albany, NY 12208, beginning at 1:00 p.m. Failure to attend the mandatory pre-bid conference shall automatically disqualify a bidder from submitting a proposal.

For admission to the mandatory pre-bid conference each attendee **must** be pre-registered and present a U.S. government or state issued picture identification. The Bidder must pre-register at least two

(2) business days prior to the conference date by completing the Notice of Intent to Bid in Appendix K and e-mailing the form to the address specified in Section 1.5. It is the responsibility of the bidder to ensure that proper delivery occurred. The bidder may request a fillable PDF version of the form from the DOCS contact person.

All questions to be answered at the pre-bid conference shall be directed to the Department's RFP contact person identified in section 1.5 and shall be submitted in writing two (2) business days prior to the conference. A list of all questions sent in by all interested parties shall be made available at the start of the mandatory pre-bid conference.

Questions not submitted prior to the mandatory pre-bid conference shall be answered at the conference only if the DOCS believes that to do so would be in the best interest of the State.

All answers provided at the mandatory pre-bid conference shall be supplied to all attendees in writing, within five (5) days after the conference.

2.7 Prime Contractor Responsibility

Bidders may submit a proposal utilizing the services of subcontractors for any aspects of this procurement; however, the prime contractor must assume complete responsibility and liability for the delivery of all services. Subcontractors may be used to meet the qualifications required herein, however, subcontractors must be fully disclosed in the same manner as required of the prime contractor and must provide the same information including Vendor Responsibility, company finances and staff qualifications. The roles and responsibilities of each proposed subcontractor must be clearly delineated.

2.8 Best Value

The contract resulting from this RFP will be awarded to the qualified Bidder whose proposal is determined to provide the best value to the State as defined in NYS Finance law available at http://www.ogs.state.ny.us/purchase/snt/sflxi.asp.

2.9 Applicability of FOIL

Proposals submitted to the DOCS in response to this RFP are subject to the New York State Freedom of Information Law (FOIL). Information constituting trade secrets, for purposes of FOIL, must be clearly marked and identified as such upon submission. Bidders intending to seek an exemption from disclosure of these materials under FOIL must, at the time of submission, request the exemption in writing and provide an explanation of why the disclosure of the identified information would cause substantial injury to the competitive position of the Bidder. Acceptance of the identified information by the DOCS does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to the availability of the identified information will be made in accordance with FOIL at the time a request for such information is received by the DOCS.

2.10 Terms

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

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

2.11 NYS and DOCS Policies

The Bidder must agree to comply with all applicable New York State and DOCS policies, procedures, regulations and directives throughout the term of the contract.

3 Technical Requirements

This section describes the required features, functions and capabilities of the services to be acquired. The bidder **must** address each of these items in its response describing in detail the functionality and services it can provide, how it will work and the service or performance levels it can achieve.

3.1 Systems Architecture

It is not the intent of the DOCS to merely replicate the current deployment model, any architecture that meets the general business needs of the DOCS will be considered and evaluated for its relative merit. Bidders may propose an architecture that is fully hosted, partially hosted, premise based, centralized, distributed or any combination thereof. Provide information on your proposed system architecture addressing each subsection and request under Section 3.1.

3.1.1 Proposed Deployment Model

Describe in detail the proposed solutions deployment model. Your response must include a detailed drawing of your recommended model in Microsoft Visio format. The proposed system must provide 99.9% ("three nines") yearly availability. Describe the reliability of your offerings and indicate how your solution will provide 99.9% availability. Indicate any single points of failure within your solution. Describe any vendor partnerships required to make the system fully functional. Indicate why your proposed deployment model is superior over other architectures.

3.1.2 Scalability

The contractor must be able to accommodate an increase in services during the term of the contract as directed by the DOCS at no increase in call rates while continuing to meet all service and performance requirements. The system must be able to scale to support a 50% increase in volume and or end-user devices. Describe how your solution will meet this requirement and what actions would be needed to fulfill the demand.

3.1.3 System Trunking

The system must be engineered to ensure that all outbound calls are totally non-blocked. The solution proposed must reserve separate bandwidth or channels for each phone without impacting the required bandwidth for the operational characteristics of the system. Describe how your solution will meet this requirement; detail the trunking requirements and the formula that will be used to fulfill the requirement.

3.1.4 Call Quality

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

3.1.5 Continuity of Services

The vendor must provide sufficient redundancy and business continuity recovery capability to meet a three (3) hour Recovery Time Objective (RTO) and a zero (0) Recovery Point Objective (RPO) of all ITS components. Describe how your solution provides operational redundancy, fault tolerance, and recovery such that services to the DOCS are not significantly diminished and that service levels as defined in Section 5 will continue to be met.

3.1.5.1 Backup

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

The vendor must back up all the DOCS information and store copies securely off site in compliance with the DOCS security policies. Vendor must certify the availability and integrity of back-up data and the media on which it resides. Describe how you will meet these requirements including frequency of backups, off-site location(s) and security of transfers.

3.1.5.2 Uninterruptible Power

The solution must assure no loss of ITS functions for up to three (3) hours loss of commercial power in the DOCS' facilities. The vendor must provide an ITS capable of full recovery from a power outage automatically once commercial power is restored. Describe how your solution will meet this requirement including what facilities and services the DOCS must provide.

3.1.6 Single Clock Source

The vendor shall ensure that inmate call processing equipment, call detail recording, and recorded conversations will be synchronized from a single time of day clock source for all of the DOCS locations. Describe how your solution will meet this requirement.

3.1.7 Recording and Monitoring

The system must provide un-detected monitoring of real-time inmate conversations, store and replay of historical conversations with the option of storing to removable media, and the ability to lock certain call recordings from deletion. These capabilities shall be provisioned to allow access to some or all features by unique user-id, (e.g. facilities staff may only monitor calls in real time, while investigative staff have the full feature set.) Describe how your solution will meet this requirement.

3.1.7.1 Simultaneous Access

Recording or monitoring equipment may be centralized or premise based and shall have the capability of un-detected recording of every completed inmate telephone call for the duration of that call. The vendor shall provide the ability and bandwidth for a minimum of 20 simultaneous users who can listen to any recording at one time at any facility or any combination of facilities while continuing to meet the requirements of Section 3.1.3.

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

3.1.7.2 Storage

The vendor must store all call recordings and associated call detail records for six (6) months at no additional charge to the DOCS. All calls locked by the DOCS shall be stored indefinitely without additional cost to the DOCS. The vendor shall provide a proposed separate monthly charge to the DOCS for storing recorded calls for more than six (6) months.

3.1.7.3 Chain of Evidence

The vendor must assure that the chain of evidence is protected when copying recordings to removable media and vendor must provide the software or tools necessary for playback. Describe how you will provide this function and explain its capabilities.

3.1.7.4 Retrieval

The system shall allow authorized staff to attach textual descriptions or "notes" to each recorded call record allowing for descriptions of the recording. Each recording must be indexed by date, time, ANI (Automatic Number Identification), Personal Identification Number (PIN), Terminating Number (TN), and textual "notes." Date and time stamps shall be identical to the date and time stamps recorded in the system's call detail records and call processing equipment. The recording must be searchable by date, time, inmate's PIN, ANI, TN, "notes" or any logical combination thereof.

Search and retrieval of recorded conversations shall take no longer than 20 seconds. Search and playback of calls will not require a manual media change. Describe how your solution will meet or exceed these requirements.

3.1.7.5 Equipment and Network Access

Network access and all equipment or software required allowing the DOCS to monitor, retrieve, playback, and store recordings to removable media, or print local reports shall be provided by the vendor. Any equipment to be deployed must be approved by the DOCS. The DOCS currently has approximately one work station per facility and approximately 20 remote workstations with this capability. Locations of the existing monitoring stations are identified in Attachment C.

3.1.7.6 Access to Recordings

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

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

Describe how your solution will meet or exceed these requirements.

3.2 Systems Management

The contractor must provide the following system management functions. Describe how your proposed solution meets each of the following requirements for the subsections under Section 3.2.

3.2.1 Fault Management

The bidder's solution must provide fault management capabilities that recognize, isolate, correct and log faults that occur in the system. The vendor must provide the DOCS with real time on-line notification of all systems alerts and alarms including the status of all incidents. Describe the functionality of your fault management solution. Describe the capabilities, functionality and visibility that the DOCS' ITS staff has with your fault management offering.

3.2.2 Configuration Management

The vendor must provide configuration management capabilities that include the provisioning of devices, systems administration, gathering and storing of configuration data, managing version control, tracking and scheduling of changes, and the assignment of permissions to access system

investigative features. Access to all system functions will be restricted to users authorized by the DOCS. Each authorized user must have a unique user-id and password. Describe the functionality of your configuration management solution. Describe the capabilities and functionality that the DOCS' ITS staff has with your offering.

3.2.2.1 Provisioning and Active Directory

The DOCS ITS staff provision authorized users and applies permissions to investigative and control features on a case-by-case basis. The enterprise goal is to automate provisioning using role-based access stored within Microsoft's Active Directory structure. Describe how Active Directory may be leveraged to automate this function within your solution.

3.2.3 Accounting Management

The vendor must provide accounting management capabilities that at a minimum provide account verification and correction, billing assurance and reconciliation and tracing of customer payment, credit and call limit/blocking status and history. Describe the functionality of your solution. Describe the capabilities and functionality that the DOCS' ITS staff has with your offering.

3.2.3.1 Third Party Auditing

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

3.2.3.2 Call Detail Records (CDR)

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

3.2.4 Performance Management

The vendor solution must provide performance management capabilities to monitor the overall performance of the ITS and its network components. Detail how you collect and analyze performance data, monitor system health and reliability, establish performance thresholds and provide reporting and inquiry functions. Describe the frequency and types of reports that are available. Describe the capabilities and functionality that the DOCS' ITS staff has with your offering.

3.2.5 Calls to Restricted Devices

The DOCS Directive 4423 prohibits inmates from placing calls to wireless communications devices (e.g. cell phones, pagers.) The introduction of number portability to the wireless telecommunications industry and the preponderance of cellular phones have made the directive difficult to enforce. Describe how your solution can be used to block calls to portable devices.

3.3 Mandatory Functions

For each function listed in this section, the vendor must describe in detail how their proposed solution will meet the DOCS' requirements.

3.3.1 Alert Groups

The system shall allow authorized users the capability of flagging specific terminating numbers (TN) or personal identification numbers (PIN) to be placed on a watch list. When a call in

progress is detected to/from any number on the watch list, the system shall optionally attempt to bridge the call with a pre-determined group of numbers to allow remote undetected monitoring of the call. The bridged party shall be informed of the origination PIN or TN and enter a security pass code to actively monitor the call.

3.3.2 Pre-recorded Names

The system shall prompt the inmate to record their name when their PIN is first used. The recorded name shall be used in subsequent announcements made to the called party.

3.3.3 Announcements

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

3.3.4 Automatic Number Identification

The Automatic Number Identifier (ANI) for all ITS telephones must identify the New York State Department of Correctional Services and the facility name originating the call to the called party in the caller identification string.

3.3.5 Billing Name and Address Lookup

The system shall allow authorized DOCS users the ability to perform billing name and address lookup of the called party number using at a minimum the Local Exchange Carrier (LEC) Line Information Data Base (LIDB.) The vendor shall describe any additional capabilities.

3.3.6 Class of Restriction (COR)

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

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

3.4 Mandatory Features

The following features are required elements for the DOCS' Inmate Telephone System. Describe specifically how your proposed solution provides the same functionality for each of these features.

3.4.1 Harassment Blocks

The system shall support the automatic denial of a PIN when a remote party refuses to accept a collect call. After refusing a call six (6) times within the normal daily hours of operation the number must be blocked for a period of 48 hours.

3.4.2 Call Termination

The system shall allow authorized system users to instantly terminate a call in progress. The system must identify the event in call detail records and log the action separately identifying at a minimum the facility, date, time, PIN and the user-id of the individual terminating the conversation.

3.4.3 Number Control

The system must provide the ability to block numbers globally (e.g. 800/900 numbers.)

3.4.4 Personal Allowed Numbers (PAN)

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

3.4.5 Phone Scheduler

The system shall provide the ability for the DOCS to make each phone, groups of phones or the entire system active or inactive based upon on an independent schedule.

3.4.6 Personal Identification Number (PIN)

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

3.4.7 Administration

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

3.4.8 Third Party Call Detection

The system shall detect the attempt to bridge a call in-progress to a third party and provide options to disconnect the call, flag the call, or play a voice prompt warning. The event must be captured in call detail records.

3.4.9 Hours of Operation

The solution shall allow the DOCS to set parameters that determine the hours of operations for inmate phone services. The default shall be set to allow services to be available from 7:00 am to 11:00 pm. At the DOCS direction, individual phones or group of phones may be further restricted in their hours of operation.

3.4.10 Call Duration

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

3.4.11 Telephone Testing

The vendor shall provide the ability to allow th e DOCS on-site staff to test telephones at no charge to the DOCS at any location to assure that they are fully operational.

3.4.12 Phone Disconnect

The system shall provide the ability to discon nect any phone or group of phones locally or remotely.

3.4.13 Languages

System prompts shall be available in English a nd Spanish. Describe your system's ability to support other languages.

3.4.14 ANI Verification

The vendor shall test all inm ate telephones f or location accuracy an d verify the Autom atic Number Identifier (ANI) at im plementation, during turn up of new equipm ent and at a m inimum annually thereafter.

3.4.15 Telecommunications Devices for the Deaf (TDD)

The vendor shall provide Telecommunications Devices for the Deaf as determined by the DOCS. Explain how your solution can extend telecommunications services to impaired inmates.

3.4.16 Call Pattern Alerting

The system shall provide the ability to identify trends within inmate calling patterns and issue an indicator to authorized personnel when pattern changes occur. The DOCS shall specify the alert thresholds. Explain how your system can be utilized to perform this function.

3.4.17 Emergency Shut Down

The system shall provide for the em ergency s hut down of all phones in a facility or portion thereof at each facility and provi de a master control in Central Office that can not be over-ridden at a facility.

3.5 Equipment

The vendor shall provide all equipm ent required to provide ITS services for all of the DOCS' facilities and locations. The vendor m ust pr opose equipm ent that is appropriate for a prison environment. The DOCS shall own all telephones, pedestals and wiring upon successful installation.

3.5.1 Telephones

All devices provided m ust be hearing aid com patible, include volum e controls on the housing, a 24 inch hand set cable and be appropriate for a prison environment. The devices provided m ust be equivalent to or better than the curr ently ins talled device s which are Quadrum Communications Model 7Q. The vendor may propose to reuse currently installed telephones.

3.5.2 Portable Phones

The vendor shall provide portable (wired) phones th at plug into standard jacks as required. The vendor may propose to reuse currently installed portable telephones.

3.5.3 Pedestal and Enclosures

The vendor must provide pedestals as specified by the DOCS for both inside and outside locations and at the DOCS' direction, enclosures for phones located outside. The vendor may propose to reuse currently installed pedestals and enclosures.

3.5.4 Telephone Wiring

The vendor is responsible for the installation and maintenance of all ITS wiring from the Intermediate Distribution Frame (IDF) to the telephone instrument. Category 3 or better cabling is required. The vendor may propose to reuse current wiring. All wiring and cabling shall be performed in accordance with manufacturers standards and guidelines and industry practices. All installations shall be labeled and documented as mutually agreed upon between the DOCS and the vendor.

3.5.5 Compliance

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

3.5.6 Restoration of Facilities

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

3.5.7 Inventory

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

3.5.8 Environmental

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

3.5.9 Servers and Processors

The vendor shall provide full specifications and product literature/brochures for all proposed call processors, servers, storage devices, workstations and related components.

3.5.10 New Equipment

The contractor shall replace all existing premise based equipment between the main distribution frame and the network point of presence with new equipment. All call processors, routers, multiplexers, channel banks, gateways, switches or any required system component shall be new. The vendor must provide full specifications and product literature/brochures for all proposed new components.

3.6 Software Enhancements and Upgrades

The vendor shall provide software enhancements and upgrades to the proposed ITS when the enhancement and upgrades are generally available in a customer production environment. The vendor shall be responsible for maintaining the installed ITS at the latest general release of the system software for all systems including the system administration or system reporting terminals/PCs. All software changes shall be pre-approved by the DOCS and utilize approved change management procedures and configuration management processes as defined under

Configuration Management in Section 3.2.2. The vendor shall provide complete documentation for all software upgrades or enhancements.

3.7 Maintenance

The vendor shall be solely responsible for the maintenance and support for all system components including telephones, pedestals, enclosures, circuits, network components, software, call processors and all other elements of the system. The vendor must describe its maintenance and support capability, methods and procedures as it relates to the subsections below.

3.7.1 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. As a part of maintenance responsibilities, the contractor shall represent the DOCS with the regulated telephone company or network provider in order to identify and correct problems with service.

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

3.7.2 Damage

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

3.7.3 Maintenance Window

All scheduled maintenance must be performed outside of the normal ITS operating hours which is currently 7:00 am to 11:00 pm.

3.7.4 Maintenance Center Location

Within 30 days of contract award the vendor shall detail the location and number of maintenance staff, staff experience and procedures to provide on-site maintenance service at all the DOCS' locations with vendor provided equipment to meet the DOCS performance requirements. It is a mandatory requirement of this RFP that the vendor agrees to have maintenance personnel within a three (3) hour drive from each of the DOCS' locations throughout New York State. Failure to do so will result in a breach of contract. A map of the DOCS' facility locations is provided in Attachment A.

3.7.5 Maintenance Staff Experience

Service personnel must be trained and experienced with installation and maintenance of the proposed system and equipment. The DOCS reserves the right to request copies of 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.

3.7.6 Preventive Maintenance

At least quarterly, the vendor shall conduct an on-site inspection and preventative maintenance service for all premise based equipment provided. The vendor shall certify the completion of the quarterly inspection and notify the DOCS of any equipment changes.

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

3.7.7 Remedial Maintenance

The DOCS' MIS ITS group will maintain a call screening service for all facilities. All service calls will be placed by MIS or its agent. Remedial maintenance shall be performed upon notification to the vendor that the equipment is inoperable or unsuitable for operation. The contractor shall be responsible for assuring that on premise service for each request is provided in accordance with the DOCS service levels as defined in Section 5.

3.7.8 Maintenance Request Reports

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

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

3.8 Transition/Migration

The vendor shall assume responsibility for all inmate telephone services effective April 1, 2008 and act as the DOCS' agent to assure uninterrupted ITS operations as of that date. The vendor shall be responsible for establishing agreements with the existing provider as required to maintain all existing services and functions. Pursuant to the previous ITS contract the existing vendor has committed to:

"[The vendor] will transfer ownership of the lazerPhone platform and associated CPE to NYS DOCS at the end of the contract. This CPE will include all servers, channel banks, drop and insert muxes, CSUs, routers, cards, blocks phones, and all associated cabling. Global TelLink will provide NYS DOCS a license to operate the LazerPhone system. [The vendor] will work with the new network provider as well as the new inmate call processor provider to insure a smooth transition from one platform to the next."

The vendor shall describe how they plan to migrate from the current DOCS' ITS system to their proposed system.

3.8.1 Project Management

The vendor shall submit a proposed Project Plan in MS Project format. Such plan must effect full statewide implementation within the required 90 day transition period. The Plan must include at least the following elements:

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

3.8.1.1 Project Manager

The vendor shall provide a full time project manager for the duration of the implementation until the DOCS has accepted all system components and services. The project manager shall be responsible for the development and implementation of the project plan, all transition and migration requirements and acceptance testing. Within 30 days of contract award the bidder must provide a resume of their proposed Project Manager for the DOCS approval. The State reserves the right to require additional information, including through direct interviews and demonstrations, to enable it to make a determination of the Project Managers qualifications.

3.8.1.2 DOCS Resources

The vendor shall provide a breakdown of any DOCS' staff resources the vendor requires for implementation, migration, and operation of their proposed solution.

3.8.1.3 Site Survey

The vendor shall be responsible for performing a site survey at all of the DOCS' facilities and identifying all installation and facility issues that could impact implementation.

3.8.2 Call Recording Migration

The DOCS currently stores 120 days of recordings within the existing ITS platform. The vendor must transfer existing recordings from the current vendor system to the proposed system without loss of information, chain of custody and playback ability. The vendor must describe their plan for this migration.

3.8.3 Fallback Plan

The vendor shall provide details and procedures in its fallback plan to restore all services to the prior system in the event of failure upon cutover.

3.8.4 Acceptance Testing

The project plan must include an Acceptance Test developed by the vendor. The DOCS will evaluate this plan for comprehensiveness. Failure to successfully complete this test may result in termination of vendor services and cancellation of the contract. The DOCS shall be the sole determinant of the success of the acceptance test. No billing for services under the contract will be made unless and until the acceptance test is satisfactorily completed. If the initial acceptance test is not successfully accomplished, the DOCS at its sole discretion may allow a retest.

3.8.5 Equipment Disposal

The contractor shall be responsible for the removal and environmentally certified disposal of all existing unused ITS equipment no later than ninety (90) days after the successful completion of the acceptance test. The contractor will be responsible for removal of all equipment replaced during the term of the contract at no cost to the DOCS. All data and software must be completely removed and destroyed in compliance with the DOCS security policies and procedures.

3.9 Data Exchange

The ITS contractor and the DOCS mainframe routinely exchange data to provide timely updates to the ITS that allow proper validation of an attempted call prior to processing. The contractor must comply with the frequency and data exchange format as specified in Attachment D and provide communication access for the data exchange 24 hours per day. Where appropriate the DOCS will make a reasonable attempt to add or modify formats or schemas to accommodate the vendor for new services implemented resulting from a contract award.

3.9.1 NIEM Standards

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

3.9.2 Data Reconciliation

The vendor shall provide all data to the DOCS in a format specified by the DOCS for the purposes of data reconciliation. The DOCS will reconcile the vendors' data; exceptions will be transmitted in the same format as the daily modifications as specified in Attachment D. The vendor shall accept the modifications as the master record.

3.10 Information Ownership

All inmate and DOCS' information developed, stored or used in the ITS shall be owned by the DOCS. The vendor shall act as custodian of that information in accordance with applicable statutes, policies, regulations and procedures. Information shall be provided to the DOCS at its request in a form and manner specified by the DOCS. Vendor agrees not to sell, use, share or display any data or use it for any other purpose unless agreed upon, in writing, by the DOCS.

3.11 Security

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

The security plan must address the steps the vendor will take with regard to protecting all information and services that result from this RFP. The vendor must describe the security steps, including specific processes and procedures that it will take to ensure that vendor staff or subcontractors hired and/or assigned to this project will maintain the confidentiality of all information and data.

3.11.1 ITS System Security

The vendor shall describe the ITS system security for all data stored locally or in a central database. Such security description shall include system security as well as how access to such

sensitive information shall be performed within the vendors' organization. Sensitive or confidential information may require encryption at the DOCS discretion.

3.11.2 Jurisdiction

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

3.11.3 Compliance

The vendor will comply with all the DOCS security policies and procedures and requirements as well as State security policies including but not limited to the NYS Office of Cyber Security and Critical Infrastructure Coordination (CSCIC) Information Security Policy available at http://www.cscic.state.ny.us/lib/policies.

3.11.4 Background Checks

Vendor personnel must meet the DOCS' requirements for background checks and be subject to on-going review to assure staff continues to meet security screening standards.

3.11.5 Information Security Breach

The vendor shall notify the DOCS immediately if it experiences any security breach that may cause the DOCS or customer data to be corrupted or inappropriately accessed or used. Such notice shall occur within 4 hours of any incident.

3.12 Phase-Out Plan

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

3.13 Training

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

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

The vendor must list and describe all training, including the length, general content of and proposed schedule for the training.

3.14 Documentation

The vendor must provide full, complete and up-to-date documentation specific to the DOCS implementation no later than the beginning of implementation. The documentation shall include at a minimum:

- Detailed flowchart(s) depicting the entire inmate call process from the moment an inmate picks up the receiver to the completion of the call. The flow chart(s) shall include the time intervals for each phase of call completion.
- Network diagrams and documentation of all circuits, routers, switches and other components
- Documentation of security and operational procedures
- User documentation for administrators
- User documentation for investigators
- Training information for inmates
- Information for called parties
- Technical system documentation

3.15 Reporting

The vendor shall describe all available standard reports that are part of their solution and provide the DOCS with on-line access to run ad hoc reports. The vendor shall describe any methodology in which the DOCS may create its own custom reports and how the data may be formatted and retrieved. On a monthly basis the vendor shall provide at a minimum, detailed reports in a format specified by the DOCS on:

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

4 Customer Service

4.1 Support Services for the DOCS

4.1.1 Principal Technical Support Representatives

The vendor shall assign prim ary and secondary Representatives who will be knowledgeable of the DOCS' operational and support requirements and services leve ls and will act as the DOCS' principal liaison for both Technical and Custom er Support and be available 24 hours per day. When the primary liaison is unavailable, the secondary shall assume those duties.

4.1.2 Toll Free Access

The vendor must provide toll free access for technical support to the DOCS 24 hours per day 365 days per year. Customer support access to kno wledgeable personnel m ust be available within ten (10) minutes of the DOCS initiating contact.

4.1.3 DOCS Authorized Representatives

The DOCS will es tablish an author ized list of individuals who have the author ity to reques t maintenance dispatch or support services. The vendor will only act on the approval of a member on the authorized list.

4.1.4 Gate Clearance

The vendor shall be responsible for establishing all gate clearances in conform ance with the DOCS' policies and procedures for on-site visits.

4.1.5 Ticketing System

The vendor shall utilize an automated ticketi ng system to log, track, m anage and assure appropriate response to all calls for support. Th e DOCS' ITS staff shall be provided real time access to this system . Describe ho w you will provi de this function and explain its capabilities, include details as to what level of visibility and access the DOCS' ITS staff will have.

4.1.6 DOCS Access to Customer Information

The vendor shall prov ide the DOCS with secure on -line real tim e access to all custom er information regarding account status and histor y. Describe how you wi ll provide this function and explain its capab ilities, include details as to what level of visibility and access the DOCS' ITS staff will have.

4.1.7 Court Evidence and Expert Witness Testimony

The vendor shall provide verification that its methods and procedures m eet accepted legal standards for chain of evidence in legal procee dings. The vendor shall provide affidavits as required throughout the term of the contract at no cost to the DOCS to support any legal proceedings and shall provide expert witness testimony for two (2) incidents per year if required. *In the las t five (5) years the DOCS has expe rienced no incidents requiring expert witness services.*

4.2 Support Services for Customers

Of major concern to the NYS DOCS is the requirement that the vendor provide inmate families with responsible, reliable customer service and support as outlined herein.

4.2.1 Toll Free Access and Multilingual Support

The vendor shall provide toll free telephone access to knowledgeable customer service staff for at least the normal inmate telephone operating hours which are currently 7:00 am to 11:00 pm 365 days per year. All customer service representatives must have access to up-to-date customer account information including at a minimum billing, payment and blocked call status and history. The vendor must provide live customer support in a minimum of Spanish and English. List other languages that the vendor can support.

4.2.2 Customer Account Access

The vendor shall provide customers with secure web based access to account information including billing, payment and blocked call status and history. Customers should be provided the capability to securely add funds to their pre-paid account on-line. Describe how your solution provides this functionality and explain its capabilities.

4.2.3 Customer Outreach

The NYS DOCS meets quarterly with inmate advocacy groups to discuss issues relating to ITS operations; the vendors' representative shall be required to attend all such meetings.

4.2.4 Call Blocking

The vendor must notify customers prior to initiating a block on collect calls. If a collect call account is in arrears and the vendor applies a block, the vendor must provide an opportunity for the customer to establish a pre-pay account. Provide details on how this will occur, at a minimum provide details for the following:

- The steps initiated to contact the customer and describe how many and what types of attempts will be made
- What procedures are followed
- The timeframes between each step in the process
- What are the specific reasons why a call is blocked
- Any automatic processes that trigger a block
- What are the procedures and timeframes for customers to remove a block

4.2.5 Vendor Policy Changes

The vendor must notify the DOCS and customers before implementing policy changes including but not limited to call limits, pre-payment caps and call blocking criteria. All policy changes must be approved by the DOCS and the appropriate regulatory authority.

5 Performance Requirements

5.1 Problem Resolution

The DOCS has established priority levels for problem reporting and shall have the sole authority to determine the priority level of each reported problem and to determine if the problem has been resolved and the issue closed. Resolution time is based on 24 hour per day 365 day per year service.

The vendor must describe what steps they will take to meet or exceed the DOCS problem resolution objectives including but not limited to:

Priority Level	Characteristics	Performance Requirement
1	Loss of critical functionality	4 hour resolution
	50% or more phones in a facility out of service	
	Loss of administrative or investigative access or function	
	Loss of monitoring or recording function	
2	Loss of significant functionality	8 hour resolution
	Data exchange failure	
	20% -49% of phones in a facility out of service	
3	Loss of non-significant functionality	24 hour resolution
	Software fixes not critical to operations	
	Individual phones representing less than 20% of phones in a facility	
	Loss of trouble ticket system	

5.2 Escalation Requirements

The vendor must establish escalation procedures that provide at a minimum for the following points of contact and timeframes.

Level	Time	Escalation Point	DOCS Contact Point
1	Missed performance standard	Supervisor	ITS Manger
2	Missed performance standard + 2 hours	Manager Teleco	m Director
3	Missed performance standard + 4 hours	Executive MIS	Director
4	Missed performance standard + 6 hours	CEO CIO	

5.3 Performance Objectives

The vendor must provide services that meet the performance levels delineated in the table below. The vendor must describe what steps they will take to meet or exceed the DOCS' performance and service level objectives for the ITS.

Item	Component	Metric	Standard
Equipment	Installation	Time from vendor receipt of order to working installed equipment	20 calendar days
	Maintenance	Monthly Meantime to Repair	8 hours
System Software	Updates/new releases	Time from availability to system wide deployment	6 months
Network Service		Monthly Availability (Entire System)	99.99% — 7x24x365
Customer Service		Resolution rate	70% of calls resolved on first call
		Wait times	Monthly mean wait time < 60 seconds
		Abandoned calls	Not to exceed 10% of calls per month
		Complaints	Not to exceed 5% of accounts per year
DOCS	Service	Resolution rates	70% of calls resolved on first call
		Wait times	Monthly mean wait time < 60 seconds
		Access to technical support	Within 10 minutes 100% of the time
	System availability per site	Monthly availability within operational hours	99.9%
	Data transfer and availability	Timing	Occurs within scheduled window 98% of the time
		Accuracy	98% of transfers complete and correct on first transfer
			100% on second transfer
	Inmate calls	Drops and Disconnect	Less than 2% per site per month
		Voice Quality	Meets quality standard 99% per month
		Complaints	Less than 5% of average annual population per month

5.4 Performance Reviews

The vendor shall provide m onthly performance reports to the DOCS' specifi cations. Every quarter the vendor shall prov ide a face-to-face review of all perform ance indicato rs and trends and a summary of service issues. The vendor shall provi de an annual review of operational and financial status, cost and rate analysis and an overall contract review.

6 Vendor Qualifications

6.1 Company Experience

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

The bidder shall submit three (3) client references to support their experience claims. Incomplete or incorrect client contact information will be evaluated to the bidder's detriment. Current employees of the New York State Department of Correctional Services may not be used as references. The information must be provided using the Appendix G - Vendor Reference Form.

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 three (3) years.

6.2 Past Performance

6.2.1 Security Incidents

The bidder must provide details on all incidents of security breaches, lost or misused data in last three (3) years including the nature and extent of the incident, remedial actions taken, and current status.

6.2.2 Performance Data

The bidder must provide detailed performance information for the three (3) referenced systems identified in Section 6.1. At a minimum the performance information shall include the items identified in Section 5.3.

6.2.3 Legal Validity

The bidder must provide documentation of the validity of their chain of evidence methodology and its acceptance in legal proceedings. The bidder shall include the number of legal cases in last three (3) years where their methodology was successful and explain any instances where the validity of the chain of evidence was not accepted.

6.3 Staff Qualifications

The bidder shall provide information regarding the qualifications and experience of the individuals that will be the primary points of contact for both customer and technical services as outlined in Section 4.1.1. Provide resume(s) and completed Staff Qualification Forms (Appendix H) for at least three (3) reference projects/assignments. The dates of the relevant experience must be included in the resume and the qualification form.

6.3.1 Staffing Numbers and Qualifications

The bidder must provide:

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

6.3.2 Staff Disqualification

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

6.3.3 Staff Resignation or Discharge

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

6.4 Vendor Responsibility

6.4.1 Responsibility Questionnaire

The vendor must demonstrate their business integrity, financial and organizational capacity, and performance history. The vendor must provide vendor responsibility information on the Vendor Responsibility Form in Appendix F.

6.4.2 Financial Stability

The vendor shall provide evidence of its financial stability and resources to continue operations to meet the requirements of this RFP. At a minimum, the vendor should provide the most recently available certified audited financial annual report, the most recent Dun and Bradstreet report and such other materials necessary to demonstrate its financial soundness.

6.4.3 Complaint History

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

7 Rates, Fees and Costs

The vendor is responsible for ensuring that all telephone services and rates comply with all applicable regulations including but not limited to the NYS Public Service Commission and the Federal Communications Commission. All rates shall be fixed for the term of the contract as outlined in section 2.1.

7.1 No Commissions

Effective April 1, 2007, the New York State Department of Correctional Services does not receive commissions from inmate telephone traffic nor is it soliciting commissions from any contract award resulting from this RFP.

7.2 Rate Structure

7.2.1 Domestic

The rate proposed and charged by the vendor shall be a single per minute rate inclusive of all fees, taxes, connect charges or other costs for all calls within the continental United States, its territories and protectorates, and Canada. The rate shall be a single blended rate for pre-paid and collect calls.

7.2.2 International

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

7.2.3 Rate Requirements

The Vendor shall provide rates based on three decimal places (e.g. $0.000). Rates shall apply only from called party acceptance of a call until the call is terminated rounded to the **nearest** whole minute (calls lasting up to and including 29 seconds over a whole minute shall be rounded down, calls greater than or equal to 30 seconds over a whole minute shall be rounded up.) There shall be no charge for the time for prompts, rate information or other functions. There shall be no additional charges or fees added to the cost of a call.

7.2.4 Calling Patterns

Bidders will be provided with media containing call detail records for the six (6) month period prior to release of the RFP at the mandatory pre-bid conference. It will be the sole responsibility of the bidder to analyze the call patterns and data contained on the media. The DOCS shall not be responsible for establishing or guaranteeing any minimum number of calls, minutes used, or revenue generated.

7.3 Billing

Billing and account management should be as easy to use and understandable as possible. Vendors shall describe how their approach will support that objective. The vendor shall describe its billing methodology, procedures and practices noting particularly how it will assure the accuracy of its billing and maximize calling opportunities for inmates and their families and friends.

The description shall include whether the vendor direct bills the called party for collect calls or whether billing is performed by a third party or Local Exchange Carrier (LEC). If the LEC or a third party is responsible for the billing of collect calls the vendor shall identify all such parties within NYS with which they have this agreement.

7.3.1 Collect and Prepaid

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

The vendor shall not restrict the pre-paid account holder from receiving the full dollar amount of services up to the balance held by the vendor. The vendor shall describe the process for a customer to initiate a pre-paid account that shall include all vendor policies, customer requirements and the minimum deposit required.

7.3.2 NYS DOCS Liability

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

8 Contractual Issues

8.1 Licensed or Patented Components

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

8.2 Perpetual License

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

8.3 Escrow of Software

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

8.4 Breach of Services

In the event of any material breach of service by the contractor, the Department shall give written notice specifying the material breach. If such written notice of material breach is given and the provider does not correct the breach to the DOCS satisfaction within ten (10) days after receipt of the written notice, the DOCS shall have the right to unilaterally and immediately terminate the Agreement and seek a replacement provider in order to maintain telephone service to the inmates without penalty to the DOCS.

8.5 Termination

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

8.6 Nondisclosure Agreement

Upon contract award the vendor will be required to sign the non disclosure agreement in Appendix J.

8.7 Contract Provisions

The ITS contract provisions in this RFP including the proposed contract in Appendix C plus clarification questions and answers as well as the selected vendor's proposal shall become the final contract.

9 Administrative Procedures

9.1 Communication with DOCS

From the date this RFP is released until the day after a contract is awarded, no DOCS' employee is to be contacted regarding this RFP, except as may be authorized by the DOCS Contact Person identified in Section 1.5. Any unauthorized contact shall constitute grounds for disqualification and rejection of the proposal.

The DOCS reserves the right to:

- Amend, modify, postpone or cancel this RFP and reject all proposals submitted at any time.
- Accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions at any time prior to Contract execution if the State determines the best interests of the State will be served.
- Use any and all ideas submitted in the proposal received.
- Adopt all or any part of a Bidder's proposal in selecting the optimum configuration.
- Reject illegible, incomplete or vague bids in its sole discretion, and its decision shall be final.
- Make typographical corrections to proposals with the written concurrence of the Bidder.
- Correct computational errors with the written concurrence of the Bidder.
- Seek clarifications, request bid revisions, or request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the bid.
- Conduct contract negotiations with the next Bidder capable of receiving award should the State be unsuccessful in executing an agreement with the selected Bidder within a reasonable timeframe, the timeframe will be determined solely by the State based on the best interests of the State.
- Analyze submissions for the purpose of insuring the completeness and comparability of offers and make adjustments or normalize submissions in the Bid Proposal, including the Bidder's technical assumptions and underlying calculations and assumptions used to support the Bidder's computation of costs, or to apply such other methods as it deems necessary to make level comparisons across bids.

9.2 Proposal Format

The rules established for proposal content and format will be rigidly enforced. Variations from the rules prescribed herein may subject the bidder to outright disqualification.

All proposals must be in the possession of the DOCS contact person by 2 PM EDT on the day indicated in Section 1.6. It is the sole responsibility of the Bidder to insure the proposal is received by the bid closing date and time.

It shall be the responsibility of each bidder to see that its material is appropriately contained in some physical form that best guards against the loss of property in transit or in handling by the DOCS once received.

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 Section 1.5 of the

RFP. Every copy of the proposal must have each major section separated with index tabs to identify the major sections of the proposal as they are named in the table of contents.

The bidder shall complete the forms in Appendix L, Proposal Response Forms ensuring each box is checked to indicate that the bidder has read and agreed to the requirements in each of the sections of the RFP, and has included the required supporting documentation with its proposals. The completed set of Response Forms shall be included in Section 1 of the bidder's proposal along with any introductory text the bidder deems relevant.

Sections 2 through 7 of the bidder's proposal shall include all required substantiating documentation and responses as specified in the RFP and the Response Forms. The substantiating documentation and responses shall cross reference the associated paragraph number of the RFP. It is not necessary to repeat each paragraph text as it appears in the RFP, it is only necessary to ensure that the Proposal Response form is properly completed and the responses and required documentation are cross referenced to the appropriate RFP paragraph number. A fill-able PDF version of Appendix L may be requested from the RFP contact person identified in section 1.5.

In all cases where supporting documentation is required within the RFP, links to external websites for such documentation is unacceptable and may subject the bidder to disqualification. If the required documentation does not lend itself to being bound in the format specified, uniquely identify the documentation and reference it accordingly.

This Request for Proposals is comprised of a cover sheet, the table of contents and pages numbered sequentially in the footer ending with page number 32. If it is determined that a page(s) is missing or otherwise defective, the bidder must contact DOCS immediately so that a corrected copy can be issued to the bidder. It is the bidder's responsibility to ensure that all pages have been included in the RFP received.

Bidders shall submit a total of six (6) copies of their complete proposals; each with original signatures, along with one electronic copy in PDF format of the technical proposal on CD. Late proposals will be rejected. The six (6) signed Cost Proposals and attachments must be contained in a separate sealed self-addressed stamped envelope.

COST PROPOSALS WILL NOT BE OPENED UNTIL THE TECHNICAL EVALUATION HAS BEEN COMPLETED.

9.2.1 Technical Proposal

The Technical Proposal shall be defined as the Bidders response to the entire RFP with the exception of the Cost Proposal Forms and attachments. The Technical Response shall contain: (i) the completed Proposal Response Forms (Appendix L) signed by the representative of the Bidder having the authority to commit the firm to the obligations set forth in the proposal (ii) a response to all requirements and issues in the RFP cross referenced to the paragraph numbers in the RFP (iii) all forms included in the RFP completed as required.

9.2.2 Cost Proposal

The Cost Proposal shall be defined as the completed Cost Forms (Appendix I) showing the costs for all Contract Services requested herein. The costs shall be considered to be inclusive of all travel, overhead, profit, and administrative expenses. The cost proposal forms shall be in a separate self-addressed stamped envelope. In the event the Bidder is disqualified during the technical evaluation phase, the Cost Proposals will be returned unopened. The Cost Proposal Form must be signed by the representative of the Bidder having the authority to commit the firm to the obligations set forth in the proposal.

9.3 Proposal Evaluation

Bidder's proposals will be evaluated in an objective, comprehensive manner. The evaluation criteria will be applied uniformly and equally, ensuring that each qualified Bidder has an opportunity to be fairly considered. The Bidders technical proposal as defined in section 9.2.1 will be evaluated in two categories: (i) the technical merit of the solution (ii) the responsiveness of the vendor. The process used to evaluate the proposals will proceed through the following phases:

9.3.1 Mandatory Requirements (Pass/Fail)

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

9.3.2 Technical Evaluation (20 points)

The Technical Evaluation will evaluate and rate the Bidders' proposals and award points for responses in the following sections:

a. Section 3.1, Systems Architecture.
b. Section 3.2, Systems Management.
c. Section 3.8, Transition/Migration.
d. Section 3.11, Security.
e. Section 3.12, Phase-Out Plan.

9.3.3 Vendor Responsiveness Evaluation (10 points)

The Vendor Responsiveness Evaluation will evaluate and rate the Bidders' qualifications and award points for responses in the following sections:

a. Section 4, Customer Service.
b. Section 5, Performance Requirements.
c. Section 6, Vendor Qualifications.
d. Section 7, Rates, Fees and Costs.

9.3.4 Cost Evaluation (70 points)

Cost Evaluation will be determined by the lowest per minute rate offered by the Bidder based on three decimal places (e.g. $0.000.) The lowest bidder will receive the full 70 point value; higher bids will receive a proportional point value determined by the delta between the highest and lowest bids. Bidders must complete Appendix I, Financial Proposal Cost Form.

9.3.5 Scoring

The points awarded to each Bidder in the Cost Evaluation, Technical Evaluation and Vendor Responsiveness Evaluation categories will be combined to arrive at a score for each Bidder. The Bidders will then be ranked from highest to lowest score.

Appendix A
Standard Clauses For New York State Contracts

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein as signed, 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 $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

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 money 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 affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any money 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, 110 State Street, 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 -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

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
Telephone: 518-292-5250
Fax: 518-292-5803
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 such 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.

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GENERAL

1. **APPLICABILITY** The terms and conditions set forth in this Appendix B are expressly incorporated in and applicable to the resulting procurement contracts let by the Office of General Services Procurement Services Group, or let by any other Authorized User where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. **GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

4. **CONFLICT OF TERMS** Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

a. Appendix A (Standard Clauses for NYS Contracts)

b. Mini-Bid Project Definition if applicable and in accordance with the terms and conditions of the Back-Drop Contract.

c. Contract and other writing(s) setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.

d. Bid Documents (Other than Appendix A).

i. Bid Specifications prepared by the Authorized User.

ii. Appendix B (General Specifications).

iii. Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above.

e. Contractor's Bid or Mini-Bid Proposal.

f. Unincorporated Appendices (if any).

5. **DEFINITIONS** Terms used in this Appendix B shall have the following meanings:

AFFILIATE Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that effectively controls another company in which (a) the Bidder owns more than 50% of the ownership; or (b) any individual or other legal entity which owns more than 50% of the ownership of the Bidder. In addition, if a Bidder owns less than 50% of the ownership of another legal entity, but directs or has the right to direct such entity's daily operations, that entity will be an Affiliate.

AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ATTORNEY GENERAL Attorney General of the State of New York.

AUTHORIZED USER(S) Agencies, or any other entity authorized by the laws of the State of New York to participate in NYS centralized contracts (including but not limited to political subdivisions, public authorities, public benefit corporations and certain other entities set forth in law), or the State of New York acting on behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation.

BID OR BID PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the Agency of best and final offers during the evaluation process prior to recommendation for award of the Contract.

BIDDER/OFFERER Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. The term Bidder shall also include the term "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

BID DOCUMENTS Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, including but not limited to, Appendix A (Standard Clauses for NYS Contracts), Appendix B, (General Specifications). Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

BID SPECIFICATION A written description drafted by the Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

COMMISSIONER Commissioner of OGS, or in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or their authorized representative.

COMPTROLLER Comptroller of the State of New York.

CONTRACT The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

a. Agency Specific Contracts Contracts where the specifications for a Product or a particular scope of work are described and defined to meet the needs of one or more Authorized User(s).

b. Centralized Contracts Single or multiple award Contracts where the specifications for a Product or general scope of work are described and defined by the Office of General Services to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another jurisdiction's contract or on a sole source, single source, emergency or competitive basis. Once established, procurements may be made from the selected Contractor(s) without further competition or Mini-Bid unless otherwise required by the Bid Specifications or Contract Award Notification.

c. Back-Drop Contracts Multiple award Centralized Contracts where the Office of General Services defines the specifications for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Bid Specifications. Selection of a Contractor(s) from among Back-Drop contract holders for an actual Product, project or particular scope of work may subsequently be made on a single or sole source basis, or on the basis of a Mini-Bid among qualified Back-Drop contract holders, or such other method as set forth in the Bid Document.

d. Piggyback Contract A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or state(s) which is adopted and extended for use by the OGS Commissioner in accordance with the requirements of the State Finance Law.

e. Contract Letter A letter to the successful Bidder(s) indicating acceptance of its Bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a Contract but is not an order for Product, and Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

CONTRACTOR Any successful Bidder(s) to whom a Contract has been awarded by the Commissioner.

DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

ENTERPRISE The total business operations in the United States of Authorized User (s) without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Authorized User.

ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

GROUP A classification of Product, services or technology which is designated by OGS.

INVITATION FOR BIDS (IFB) A type of Bid Document which is most typically used where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder(s).

LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, PTFs, programs, code or data conversion, or custom programming).

LICENSEE One or more Authorized Users who acquire Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

MINI-BID PROJECT DEFINITION A Bid Document containing project specific Bid Specifications developed by or for an Authorized User which solicits Bids from Contractors previously qualified under a Back-Drop Contract.

MULTIPLE AWARD A determination and award of a Contract in the discretion of the Commissioner to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the licensed version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

OGS The New York State Office of General Services.

PROCUREMENT RECORD Documentation by the Authorized User of the decisions made and approach taken during the procurement process and during the contract term.

PRODUCT A deliverable under any Bid or Contract which may include commodities, services and/or technology. The term "Product" includes Licensed Software.

PROPRIETARY Protected by secrecy, patent, copyright or trademark against commercial competition.

PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, electronic Purchase Order, or other authorized instrument).

REQUEST FOR PROPOSALS (RFP) A type of Bid Document that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value," as defined by the State Finance Law.

REQUEST FOR QUOTATION (RFQ) A type of Bid Document that can be used when a formal Bid opening is not required (e.g., discretionary, sole source, single source or emergency purchases).

RESPONSIBLE BIDDER A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the OGS Commissioner.

SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

SITE The location (street address) where Product will be executed or services delivered.

SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

STATE State of New York.

SUBCONTRACTOR Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

VIRUS Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

BID SUBMISSION

6. **INTERNATIONAL BIDDING** All offers (tenders), and all information and Product required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars ($US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

7. **BID OPENING** Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. **BID SUBMISSION** All Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid return envelope, if provided with the Bid Specifications, should be used with the Bid sealed inside. If the Bid response does not fit into the envelope, the Bid envelope should be attached to the outside of the sealed box or package with the Bid inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids must have a label on the outside of the package or shipping container outlining the following information:

"**BID ENCLOSED** (bold print, all capitals)

- Group Number
- IFB or RFP Number
- Bid Submission date and time"

In the event that a Bidder fails to provide such information on the return Bid envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper Bid number or Product group, and the date and time of Bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Notwithstanding the receiving agency's right to open a Bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

9. **FACSIMILE SUBMISSIONS** Unless specifically prohibited by the terms of the Bid Specifications, facsimile Bids may be SUBMITTED AT THE SOLE OPTION AND RISK OF THE BIDDER. Only the FAX number(s) indicated in the Bid Specifications may be used. Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Commissioner bears no liability or responsibility and makes no guarantee whatsoever with respect to

the Bidder's access to such equipment at any specific time. Bidders are solely responsible for submission and receipt of the entire facsimile Bid by the Authorized User prior to Bid opening and must include on the first page of the transmission the total number of pages transmitted in the facsimile, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Commissioner. Facsimile Bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

10. AUTHENTICATION OF FACSIMILE BIDS The act of submitting a Bid by facsimile transmission, including an executed signature page or as otherwise specified in the Bid Documents, shall be deemed a confirming act by Bidder which authenticates the signing of the Bid.

11. LATE BIDS For purposes of Bid openings held and conducted by OGS, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified in the OGS Mailroom located in the Empire State Plaza, Albany, New York 12242, at or before the date and time established in the Bid Specifications for the Bid opening. For purposes of Bid openings held and conducted by Authorized Users other than OGS, the term late Bid is defined as a Bid not received in the location established in the Bid Specifications at or before the date and time specified for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authorized Users. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Authorized User shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Commissioner.

12. BID CONTENTS Bids must be complete and legible. All Bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Commissioner or may be grounds for rejection of the Bid. Changes, corrections and/or use of white- out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Commissioner after the time specified for the Bid opening, may not be considered.

13. EXTRANEOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

a. Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and

b. The writing must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and

c. The Bidder shall enumerate the proposed addition, counter offer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Commissioner or Authorized User expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

14. CONFIDENTIAL/TRADE SECRET MATERIALS

a. Contractor Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footers shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. Commissioner or Authorized User Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its agents, Subcontractors, officers, distributors, resellers or employees regarding the obligations arising under this clause to insure such confidentiality.

15. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law. Information, other than statistical or

factual tabulations or data such as the Bid Tabulation, shall only be released as required by law after Contract award. Bid Tabulations are not maintained for all procurements. Names of Bidders may be disclosed after Bid opening upon request. Written requests should be directed to the Commissioner.

16. FREEDOM OF INFORMATION LAW During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Commissioner to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Commissioner reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

17. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. "Public Works" and "Building Services" - Definitions

i. Public Works Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.

ii. Building Services Labor Law Article 9 applies to Contracts for building service work over $1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

c. Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

d. Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the Authorized User that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For Mini-Bid solicitations, the payroll records must be submitted to the entity preparing the agency Mini-Bid project specification. For "agency specific" Bids, the payroll records should be submitted to the entity issuing the purchase order. For all other OGS Centralized Contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: 1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Records Retention Contractors and Subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

Day's Labor Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS

Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

18. TAXES

a. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116(a)(1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than $100,000 in accordance with provisions of the law.

d. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

19. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized User(s) are not liable for any costs incurred by a Vendor, Bidder or Contractor in the preparation and production of a Bid, Mini-Bid or best and final offers or for any work performed prior to Contract execution.

20. ADVERTISING RESULTS The prior written approval of the Commissioner is required in order for results of the Bid to be used by the Contractor as part of any commercial advertising. The Contractor shall also obtain the prior written approval of the Commissioner relative to the Bid or Contract for press or other media releases.

21. PRODUCT REFERENCES

a. "Or Equal" In all Bid Specifications the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. Discrepancies in References In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

22. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

23. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

24. PRICING

a. Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. Net Pricing Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

c. "No Charge" Bid When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid "no charge" on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the Commissioner.

f. Best Pricing Offer During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price.

Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:

(i) GSA Changes: Where NYS Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or

(ii) Commercial Price List Reductions: Where NYS Net Prices are based on a discount from Contractor's list prices, the date Contractor

lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

(iii) **Special Offers/Promotions Generally**: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) **Special Offers/Promotions to Authorized Users**: Contractor may offer Authorized Users, under either this Contract or any other Contracting vehicle, competitive pricing which is lower than the NYS Net Price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Bid Specifications, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order(s) from any Authorized User without being in conflict with, or obligation to comply on a global basis, with the terms of this clause.

g. **Best and Final Prices** As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order or Mini-Bid award for best and final pricing for the Product or service to be delivered to the Authorized User. Contractors are encouraged to reduce their pricing upon receipt of such request.

25. **DRAWINGS**

a. **Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Commissioner, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

b. **Drawings Submitted During the Contract Term** Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized User's representative.

c. **Accuracy of Drawings Submitted** All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

26. **SITE INSPECTION** Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

27. **PROCUREMENT CARD** The State has entered into an agreement for purchasing card services. The Purchasing Card enables Authorized Users to make authorized purchases directly from a Contractor without processing a Purchase Orders or Purchase Authorizations. Purchasing Cards are issued to selected employees authorized to purchase for the Authorized User and having direct contact with Contractors. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased products have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty Product in accordance with other Contract requirements, the Contractor shall immediately credit a cardholder's account for products returned as defective or faulty.

28. **SAMPLES**

a. **Standard Samples** Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Commissioner and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

b. **Bidder Supplied Samples** The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

c. **Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

d. **Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the Commissioner the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid

Specifications, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.

e. **Testing** All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

f. **Requests For Samples By Authorized Users** Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

BID EVALUATION

29. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

30. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on a all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

31. CLARIFICATIONS / REVISIONS Prior to award, the Commissioner reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Bid.

32. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (e.g., net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11-A of the State Finance Law, which are applicable in any case, may render the Bid non-responsive and may be cause for its rejection.

33. EQUIVALENT OR IDENTICAL BIDS In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

34. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS The Commissioner reserves the right to investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Commissioner, to present evidence of legal authority to do business in New York State, integrity, experience, ability, prior performance, organizational and financial capacity as well as where applicable, a statement as to supply, plant, machinery and capacity of the manufacturer or source for the production, distribution and servicing of the Product offered/Bid. If the Commissioner determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Commissioner may reject such Bid or terminate the Contract.

35. DISQUALIFICATION FOR PAST PERFORMANCE AND FINDINGS OF NON-RESPONSIBILITY Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public Bidding or contracts or is deemed non-responsible.

36. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

37. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within sixty (60) days after the date of the Bid opening or such other period of time as set forth in the Bid Documents, during which period, Bids must remain firm and cannot be withdrawn. Pursuant to Section 163(9)(e) of the State Finance Law and Section 2-205 of the Uniform Commercial Code when applicable, where an award is not made within the sixty (60) day period or other time specified as set forth in the Bid Documents, the Bids shall remain firm until such later time as either a Contract is awarded or the Bidder delivers to the Commissioner written notice of the withdrawal of its Bid. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Commissioner, be accepted or rejected.

TERMS & CONDITIONS

38. CONTRACT CREATION / EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Bid Specifications a Contract shall be deemed executed and created with the successful Bidder(s), upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

39. PARTICIPATION IN CENTRALIZED CONTRACTS The following shall not limit or inhibit the OGS Commissioner's authority under State Finance Law, Section 163 (10) (e) (Piggybacking):

a. **Agencies**. All State Agencies may utilize and purchase under any state Centralized Contract let by the Commissioner, unless the Bid Documents limit purchases to specific State Agencies.

b. **Non-State Agency Authorized Users** Authorized Users other than State Agencies are permitted to make purchases through state Centralized Contracts where permitted by law, the Contractor the Commissioner.

c. **Voluntary Extension** Purchase Orders issued against a State Centralized Contract by any Authorized User not provided for in the Bid Specifications shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law. Contractors are encouraged to voluntarily extend service Contracts to those additional entities authorized to utilize commodity Contracts under Section 163 (3) (iv) of the State Finance Law.

d. **Responsibility for Performance** Participation in state Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-state agency Authorized User and Contractor guarantees to save the State, its officers, agents and employees harmless from any liability that may be or is imposed by their failure to perform in accordance with its obligations under the Contract.

e. **Contract Migration** Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products or services shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

40. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, not withstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

41. SCOPE CHANGES The Commissioner reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The Commissioner may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

42. ESTIMATED / SPECIFIC QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given. Purchases by Authorized Users from Contracts for services and technology are voluntary.

With respect to any specific quantity stated in the contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

43. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or the Commissioner determines pursuant to his/her authority under Section 163 (10) (b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

44. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification.

All Purchase Orders issued pursuant to Contracts let by the Commissioner must bear the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of

the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the OGS Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

45. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract or Contract Award Notice. Unless otherwise specified in the Bid Documents, delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

46. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

47. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

48. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Commissioner.

49. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the Authorized User. If shrinkage occurs which exceeds that normally allowable in the trade, the Authorized User shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authorized User.

50. PRODUCT SUBSTITUTION In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for cancellation of Contract.

51. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

52. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site. Work shall be

performed to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

53. REPAIRED OR REPLACED PARTS / COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

54. ON-SITE STORAGE With the written approval of the Authorized User, materials, equipment or supplies may be stored at the Authorized User's site at the Contractor's sole risk.

55. EMPLOYEES, SUBCONTRACTORS & AGENTS All employees, Subcontractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the Authorized User. The Commissioner reserves the right to conduct a security background check or otherwise approve any employee, Subcontractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Commissioner reserves the right to reject and/or bar from the facility for cause any employee, Subcontractor, or agents of the Contractor.

56. ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the Commissioner or Authorized User (as applicable). Failure to obtain consent to assignment from the Authorized User shall revoke and annul such Contract. Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignment(s) with the Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the Comptroller. The Commissioner reserves the right to reject any proposed assignee in his/her discretion.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

57. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the Department of Labor's list of companies with which New York State cannot do business; the Commissioner determines that the company is not qualified; the Commissioner determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

58. PERFORMANCE / BID BOND The Commissioner reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Commissioner.

59. SUSPENSION OF WORK The Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on State spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

60. TERMINATION

a. For Cause: For a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience: By written notice, this Contract may be terminated at any time by the State for convenience upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables.

c. For Violation of the Sections 139-j and 139-k of the State Finance Law: The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Revised Tax Law 5a: The Commissioner reserves the right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise its termination right by providing written notification to the Contractor.

61. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the Commissioner with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may:

a. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to Authorized Users with respect to Product subjected to allocation; and/or

b. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State; or

c. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his/her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

62. CONTRACT BILLINGS Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Authorized Users must contain all information required by the Contract and the State Comptroller. The State Comptroller shall render payment for Authorized User purchases, and such payments shall be made in accordance with ordinary State procedures and practices. Payment of Contract purchases made by Authorized Users, other than Agencies, shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Commissioner from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

63. DEFAULT – AUTHORIZED USER

a. Breach of Authorized User Not Breach of Centralized Contract. An Authorized User's breach shall not be deemed a breach of the Centralized Contract, rather it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. Notice of Breach. Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. It is understood, however, that if the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to service an Authorized User shall constitute a breach of its Contract and the Authorized User may thereafter seek any remedy available at law or equity.

64. INTEREST ON LATE PAYMENTS

a. State Agencies The payment of interest on certain payments due and owed by Agency may be made in accordance with Article 11-A of the State Finance Law (SFL §179-d et. Seq.) and Title 2 of the New York Code of Rules and Regulations, Part 18 (Implementation of Prompt Payment Legislation -2 NYCRR §18.1 et seq.).

b. By Non-State Agencies The terms of Article 11-A apply only to procurements by and the consequent payment obligations of Agencies. Neither expressly nor by any implication is the statute applicable to Non-State Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a Non-State Agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

65. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

a. Cover/Substitute Performance In the event of Contractor's material breach, the Commissioner may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Commissioner is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Commissioner may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Commissioner, be deducted from the Contract quantity and payments due Contractor.

b. Withhold Payment In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

c. Bankruptcy In the event that the Contractor files a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit the Authorized User the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Authorized User in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

66. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all its claims for overcharges associated with this Contract which may arise under the antitrust laws of the United States, 15 USC Section 1, et. seq. and the antitrust laws of the State of New York, General Business Law Section 340, et. seq.

67. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Authorized User agency representative.

68. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent Contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this Contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

69. SECURITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Authorized User(s) in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

70. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery of Product or coordination of performance of services.

71. CONTRACT TERM - RENEWAL In addition to any stated renewal periods in the Contract, any Contractor unit portion thereof let by the Commissioner may be extended by the Commissioner for an additional period(s) of up to one year with the written concurrence of the Contractor and Comptroller. Such extension may be exercised on a month to month basis or in other stated periods of time during the one year extension.

72. ADDITIONAL WARRANTIES Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to Authorized Users. Contractor hereby warrants and represents:

a. Product Performance Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Warranty Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

c. Contractor Compliance Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation, and shall provide such proof as required by the Commissioner. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.

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

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Project warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

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

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

e. Replacement Parts Warranty If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

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

f. Virus Warranty The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

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

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

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

h. Workmanship Warranty Contractor warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

i. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

73. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

74. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authorized Users.

75. INDEMNIFICATION RELATING TO THIRD PARTY RIGHTS The Contractor will also indemnify and hold the Authorized Users harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities and costs that may be finally assessed against the Authorized Users in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the Authorized Users gross negligence or willful misconduct, provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

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

The foregoing provisions as to protection from third party rights shall not apply to any infringement occasioned by modification by the Authorized User of any Product without Contractor's approval.

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

76. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products and services, or parts thereof forming the basis of the Authorized User's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) one million dollars ($1,000,000), whichever is greater.

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

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

77. INSURANCE Contractor shall secure and maintain insurance coverage as specified in the Bid Documents and shall promptly provide documentation of specified coverages to the Authorized User. If specified, the Contractor may be required to add the Authorized User as an additional insured.

THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY & NEGOTIATED CONTRACTS

78. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or

interest in any trademark, trade name, or service mark is granted hereunder.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the License Term shall be extended by the time period for testing, acceptance or trial.

c. Licensed Documentation If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractor's expense: (i) one (1) hard copy and one (1) master electronic copy of the Documentation in a mutually agreeable format; (ii) based on hard copy instructions for access by downloading from the Internet (iii) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License - one (1) copy per License
- Concurrent Users - 10 copies per site
- Processing Capacity - 10 copies per site

Software media must be in a format specified by the Authorized User, without requiring any type of conversion.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the terms of license.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Maintenance term(s) and any renewal(s) thereof are independent of the expiration of the Centralized Contract term and will not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of error corrections, updates, revisions, fixes, upgrade and new releases to Licensee, and (ii) Help Desk assistance with locally accessible "800" or toll free, local telephone service, or alternatively on-line Help Desk accessibility. Contractor shall maintain the Products so as to provide Licensee with the ability to utilize the Products in accordance with the Product documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Authorized User does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site (e.g., named users, seats, or MIPS); or ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no events shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (e.g., JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the function or business activity.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

h. Confidentiality Restrictions The Product is a trade secret, copyrighted and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as

authorized under the terms of Contract. Licensee will not remove or destroy any proprietary markings of Contractor.

i. **Restricted Use by Licensee** Except as expressly authorized by the terms of license, Licensee shall not:

(i) Copy the Product;

(ii) Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;

(iii) Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

79. **PRODUCT ACCEPTANCE** Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User(s) shall have thirty (30) days from the date of delivery to accept hardware products and sixty (60) days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User(s) as of the expiration of that period. The License Term shall be extended by the time periods allowed for trial use, testing and acceptance unless the Commissioner or Authorized User agrees to accept the Product at completion of trial use.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

If the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability Clause for any liability for costs incurred at the direction or recommendation of Contractor.

80. **AUDIT OF LICENSED PRODUCT USAGE** Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any site where a copy of the Product resides provided that: (i) Contractor gives Licensee(s) at least thirty (30) days advance written notice, (ii) such audit is conducted during such party's normal business hours, (iii) the audit is conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three (3) auditing/accounting firms from which the Licensee will select one (1). In no case shall the Business Software Alliance (BSA), Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) be used directly or indirectly to conduct audits, or be recommended by Contractor; (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit; and (v) if the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the NYS Net Price in effect at time of audit, or if none, then at the Contractor's U.S. Commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

81. **OWNERSHIP/TITLE TO PROJECT DELIVERABLES**

a. Definitions

(i) For purposes of this paragraph, "Products." A deliverable furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

(ii) For purposes of this paragraph, "Existing Products." Tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.

(iii) For purposes of this paragraph, "Custom Products." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for Authorized User under the Contract.

b. Title to Project Deliverables Contractor acknowledges that it is commissioned by the Authorized User to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Bid or Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) **Existing Products**:

1. **Hardware** - Title and ownership of Existing Hardware Product shall pass to Authorized User upon Acceptance.

2. **Software** - Title and ownership to Existing Software Product(s) delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed

Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purpose(s) stated in the Bid or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the licensee where the Authorized User is a state agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the ISV's owner's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

(ii.) **Custom Products** : Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

c. **Transfers or Assignments to a Third Party Financing Agent** It is understood and agreed by the parties that a condition precedent to the consummation of the purchase (s) under the Contract may be the obtaining of acceptable third party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

d. **Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS)** The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this paragraph.

e. **Contractor's Obligation with Regard to ISV (Third Party) Product** Where Contractor furnishes Existing Licensed Product(s) as a Project Deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or ISV's standard license agreement, Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

82. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified License Confirmation Certificates in the name of such License; or (ii) a written confirmation from the Proprietary owner accepting Product invoice as proof of license. Contractor shall submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the Licensee.

83. PRODUCT VERSION Purchase Orders shall be deemed to reference Manufacturer's most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by Authorized User and Contractor is willing to provide such version.

84. CHANGES TO PRODUCT OR SERVICE OFFERINGS

a. **Product or Service Discontinuance** Where Contractor is the Product Manufacturer/Developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner, each Licensee and each Authorized User then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) at Authorized User's option, provided that the Authorized User is under contract for maintenance on the date of notice, either: provide the Authorized User with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable Authorized User to continue use and maintenance of the Product.

In the event that the Contractor is <u>not</u> the Product Manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five (5) business days of Contractor receiving notice from the Product Manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product Manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor

ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to state approval, to an alternate Subcontractor.

b. **Product or Service Re-Bundling** In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify the State and each Authorized User in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

85. NO HARDSTOP/PASSIVE LICENSE MONITORING
Unless an Authorized User is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Contractor hereby warrants and represents that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision that Authorized User shall not have an adequate remedy at law, including monetary damages, and that Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Authorized User shall be entitled.

86. SOURCE CODE ESCROW FOR LICENSED PRODUCT If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers, Contractor shall either: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) will certify to the State that the Product manufacturer/developer has named the State, acting by and through the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

FOR NEGOTIATED CONTRACTS THE FOLLOWING CLAUSES ARE RESERVED BECAUSE BIDDING DOES NOT APPLY:

Clauses: 7, 8, 9, 10, 11, 12, 13, 16, 15, 21, 25, 26, 28, 29, 30, 31, 32, 33, 36, 49, 50, 52, 54 and 37

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Appendix C Inmate Telephone System Contract

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 Inmate Telephone Systems 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 services 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 Exhibit B, entitled:

   "B." Scope of Services shall include not only the Vendor's Proposal, but also the "Request for Proposal" both attached and which are expressly made a part of this contract.

2. COMPENSATION AND PAYMENT: The parties acknowledge that all income and revenue to be derived by the contractor from this contract shall be paid exclusively by the users of the services provided pursuant to this contract and that the State of New York, The DOCS, its officials and employees shall have no responsibility for these payments, except, that if the DOCS utilizes the phone record storage services of the contractor in excess of what is provided for herein, the DOCS shall pay to the Contractor a monthly fee in the amount of_____.

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. Certain responsibilities may be subcontracted with the written approval of DOCS.

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 at the conclusion of the period of the AGREEMENT.

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: Interest on late payment is governed by State Finance Law Section 179-m.

10. CONFLICTING TERMS: In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) the "authorities" to which resort will be made and which shall control are the following in the order of priority presented here:

    1. Appendix A
    2. The contract
    3. The contract Appendices
    4. The project definition
    5. The vendor's proposal

11. TERMINATION: This AGREEMENT may be terminated at any time upon mutual written consent to the DOCS and the CONTRACTOR. Also, the DOCS may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT. Should the CONTRACTOR complete documents pursuant to State Finance Law § 139-k, the Governmental Entity reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

Appendix D
Offerer's Certification of Compliance

Offerer's Certification of Compliance
with State Finance Law §139-k(5)

Background:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Instructions:

A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity. .

Offerer Certification of Compliance with State Finance Law §139-k(5)*

Offerer Certification:

I certify that all information provided to the Department of Correctional Services with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____ _____

_____

Appendix E
Offerer's Affirmation of Understanding

Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Background:

State Finance Law §139-j(6)(b) provides that:

> Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k.

Offerer affirms that it understands and agrees to comply with the procedures of the Department of Correctional Services relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____

_____

Appendix F Vendor Responsibility Form

New York State
Standard Vendor Responsibility Questionnaire For Profit Business Entity

BUSINESS ENTITY INFORMATION		
Legal Business Name	EIN	
Address of the Principal Place of Business/Executive Office	Phone Number	Fax Number
E-mail	Website	
Authorized Contact for this Questionnaire		
Name:	Phone Number	Fax Number
Title	Email	

List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)

Type Nam	e	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) ☐ Corporation (including PC)	Date of
b) ☐ Limited Liability Co. (LLC or PLLC)	Date Organized
c) ☐ Limited Liability	Date of Registration
d) ☐ Limited Partnership	Date Established
e) ☐ General Partnership	Date Established County (if formed in
f) ☐ Sole Proprietor	How many years in business?
g) ☐ Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	☐ Yes ☐ No
If 'No' indicate jurisdiction where Business Entity was formed: ☐ United States State ____ ☐ Other Country ____	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: *Select 'Not Required' if the Business Entity is a Sole Proprietor or*	☐ Yes ☐ No ☐ Not
If 'No' explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?	☐ Yes ☐ No
If 'No', explain and provide detail, such as "not required", "application in process", or other reason for not being registered.	
1.4 Is the Business Entity publicly traded?	☐ Yes ☐ No
CIK Code or Ticker Symbol	

New York State
Standard Vendor Responsibility Questionnaire For Profit Business Entity

I. BUSINESS CHARACTERISTICS	
1.5 Is the responding Business Entity a Joint Venture? ***Note: If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture***	☐ Yes ☐ No
1.6 Does the Business Entity have a DUNS Number?	☐ Yes ☐ No
Enter DUNS Number	
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State? **If 'No', does the Business Entity maintain an office in New York State?**	☐ Yes ☐ No ☐ Yes ☐ No
Provide the address and telephone number for one New York office.	
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	☐ Yes ☐ No
If 'Yes', check all that apply: ☐ **New York State Certified Minority Owned Business Enterprise (MBE)** ☐ **New York State Certified Women Owned Business Enterprise (WBE)** ☐ **New York State Small Business** ☐ **Federally Certified Disadvantaged Business Enterprise (DBE)**	
1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. ***Attach additional pages if necessary.***	

Name Title		Percentage Ownership *(Enter 0% if not applicable)*

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? ***Attach additional pages if necessary.***		☐ Yes ☐ No
Affiliate Name	**Affiliate EIN** ***(If available)***	**Affiliate's Primary Business Activity**
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		☐ Yes ☐ No
Individual's Name	**Position/Title with Affiliate**	
2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? ***Attach additional pages if necessary***		☐ Yes ☐ No
Joint Venture Name:	**Joint Venture EIN** ***(If available)*****:**	**Identify parties to the Joint Venture:**

III. CONTRACT HISTORY	
3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes" attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	☐ Yes ☐ No

IV. INTEGRITY – CONTRACT BIDDING Within the past five (5) years, has the Business Entity or any Affiliate	
4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	☐ Yes ☐ No
4.1 been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2 been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity?	☐ Yes ☐ No
4.3 had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held	☐ Yes ☐ No
4.4 agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☐ No
4.5 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	☐ Yes ☐ No
For each "Yes" answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

V. INTEGRITY – CONTRACT AWARD Within the past five (5) years, has the Business Entity or any Affiliate	
5.0 been suspended, cancelled or terminated for cause on any government contract?	☐ Yes ☐ No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes ☐ No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes ☐ No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VI. CERTIFICATIONS/LICENSES Within the past five (5) years, has the Business Entity or any Affiliate	
6.0 had a revocation, suspension or disbarment of any business or professional permit and/or	☐ Yes ☐ No
6.1 had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status, for other than a change of	☐ Yes ☐ No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VII. LEGAL PROCEEDINGS Within the past five (5) years, has the Business Entity or any Affiliate	
7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	☐ Yes ☐ No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	☐ Yes ☐ No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☐ No
7.3 had a government entity find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4 had any New York State Labor Law violation deemed willful?	☐ Yes ☐ No
7.5 entered into a consent order with the New York State Department of Environmental Conservation, or a Federal, State or local government enforcement determination involving a violation of federal, state or local environmental laws?	☐ Yes ☐ No
7.6 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of $1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	☐ Yes ☐ No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY NOTE: If the Business Entity is a Joint Venture Entity, answer 'N/A – Not Applicable' to questions 8.0 through 8.4.) Within the past five (5) years has any individual previously identified , any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to	
8.0 a sanction imposed relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	☐ Yes ☐ No ☐ N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	☐ Yes ☐ No ☐ N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	☐ Yes ☐ No ☐ N/A
8.4 a debarment from any government contracting process?	☐ Yes ☐ No ☐ N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☐ No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over $25,000?	☐ Yes ☐ No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments (not including UCC filings) over $25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?	☐ Yes ☐ No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant's name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 In the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	☐ Yes ☐ No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability years, the tax liability amount the Business Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	☐ Yes ☐ No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the years the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? **If "yes" did any audit reveal material weaknesses in the Business Entity's system of internal controls?**	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure	☐ **Yes** ☐ **No**
Indicate the question number(s) and explain the basis for the claim.	

New York State
Standard Vendor Responsibility Questionnaire For Profit Business Entity

Certification
The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies or political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the question set in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments; if applicable;
- understands that New York State will rely on information disclosed in this questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entity or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

Appendix G Vendor Reference Form

Vendor Reference Form

Complete a separate set of forms for the prime contractor and each proposed subcontractor

Prime Contractor Name:

Subcontractor Name (if applicable):

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

Reference Information

Reference organization name:

Address:

City:

State, zip code:

Contact person:

Name:

Title/position:

Phone number:

Email:

Services/systems bidder provided:

Initial Installation date:

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

Number of locations/facilities:

Number phones:

Number inmates served:

Number of users:

Number of called party accounts:

Vendor Reference Form

Percentage of billings by type:

Collect:

Pre-paid:

International:

Performance statistics for past **12 months**:

System availability:

Network availability:

Mean time to repair (MTTR) premise equipment:

Number of system problems reported:

Mean time to resolve by priority level

Priority 1:

Priority 2:

Priority 3:

Customer service performance for the last **12 months**:

Average hold time:

Per cent of hang ups/dropped calls:

Number of complaints:

Mean resolution time:

Inmate calls performance for the last **12 months**

Availability:

Percent of drops and disconnects:

Number of complaints:

Appendix H Staff Qualification Form

Staff Qualification Form

Complete a separate form for each proposed staff person and attach full résumé.

Vendor Name:

Name of Proposed Staff:

Position and Title:

Name of Firm:

Telephone Number:

Role in This Contract:

Years Experience - Total:

Years Experience - With Current Firm:

Education (Degree(s) and Specialization):

Staff Qualification Form

References

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

Relevant Project:

Relevancy to DOCS Requirements:

Reference Organization Name:

Address:

City, State, Zip Code:

Contact Name:

Title/Position:

Phone Number:

Email:

Specific Role:

Dates of relevant experience:

Brief Description (Brief scope, size, cost etc.):

Appendix I Financial Proposal Cost Form

Financial Proposal Cost Proposal Form

Prime Contractor Name: _____

Subcontractor Name(s): _____
(if applicable)

Authorized Signature: _____

Instructions:

Complete the Financial Proposal Cost Form showing the costs for the Contract Services requested. The costs shall be considered to be inclusive of all travel, overhead, profit, and administrative expenses. The cost proposal form shall be submitted in a separate self-addressed stamped envelope in the event the Bidder is disqualified and the Cost Proposal is unopened and returned.

Vendor shall provide rates based on three decimal places (e.g. $0.000). Rates shall apply only from called party acceptance of a call until the call is terminated rounded to the **nearest** whole minute (calls lasting up to and including 29 seconds over a whole minute shall be rounded down, calls greater than or equal to 30 seconds over a whole minute shall be rounded up.) There shall be no charge for the time for prompts, rate information or other functions. There shall be no additional charges or fees added to the cost of a call.

Domestic Rate:

The rate proposed and charged by the vendor shall be a single per minute rate inclusive of all fees, taxes, connect charges or other costs for all calls within the continental United States, its territories and protectorates, and Canada. The rate shall be a single blended rate for pre-paid and collect calls.

Domestic	Total Cost per Minute

International Rates:

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

Storage Rate:

The vendor shall provide a proposed separate monthly charge to the DOCS for storing recorded calls for more than six (6) months. The rate shall be inclusive of all fees, taxes and charges.

Storage Rate	Cost per Month

Appendix J Non Disclosure Agreement

Disclosure of New York State Department of Correctional Services Information

THIS NONDISCLOSURE AGREEMENT is entered into as of _____ by the New York State Departm ent of Correctiona l Services (" DOCS") which is the party disclosing confidential infor mation, and _____, which is the party receiving c onfidential inf ormation ("Recipien t'), in ord er to protec t the conf idential information which is disclosed to the Recipient by DOCS.

NOW THERFORE, in consideration of the mutu al covenants contained herein, the parties hereto agree as follows:

1. The Recipien t's rep resentatives for receiving conf idential inf ormation are : _____. Recipient shall not disclose the confidential inform ation to any of its em ployees other than those w ho have a need to review it and which employees are legally obligated to honor the confidentiality provisions herein.

2. The con fidential inf ormation disclo sed by DOCS under this Agr eement is described as:

_____.

3. The Recipien t shall keep the inform ation confidential and shall use the confidential information only for _____. The Recipient shall n ot m ake any copies of the conf idential inf ormation except a s necessary for its em ployees who are entitled to view it under Section 1 above. Any copies made shall be identified as belonging to DOCS and marked "confidential" or with a similar legend.

4. The Recipient sha ll, where applicable, pro tect the conf idential information in a manner consistent with the Health Insu rance Portability a nd Accountability Ac t ("HIPAA") of 1996 Privacy and Security provisions and all other applicable regulations.

5. The Recipient sha ll c omply with all Fe deral and State regul ations intended to protect criminal history records as they apply to the confidential information.

6. The Recipient shall comply with all DOCS directives, policies, practices and procedures as they apply to the protection of the confidential information.

7. The Recipient shall, in the event of unauthorized disclosure of the confidential information, immediately notify DOCS, in writing, and fully comply with the requirements of the New York State Breach Notification Act.

8. To the extent permitted by law, the Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as the Recipient uses to protect its own confidential information of a like nature.

9. The Recipient shall have a duty to protect all confidential information which is disclosed to it, whether disclosed in writing, orally or in any other manner and which is identified as confidential at the time of disclosure. If the disclosure is in writing, it shall be marked "**confidential.**" If a disclosure is not in writing, DOCS shall provide Recipient with a written memorandum summarizing and designating such information as confidential within thirty (30) days of the disclosure.

10. This agreement controls information that is disclosed to Recipient between the effective date (the date of last signature) and _____.

11. The Recipient's duties under paragraph 3,4,5,6 & 7 of this Agreement shall expire six (6) years after the information is received.

12. This Agreement imposes no obligation upon the Recipient with respect to confidential information which (a) was in the Recipient's possession before receipt by DOCS; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by DOCS to a third party without a duty of confidentiality on the third party; (e) is independently disclosed by the Recipient with DOCS' prior written approval; (f) is developed by the Recipient without reference to information disclosed hereunder.

13. DOCS warrants that it has the right to make the disclosure under this Agreement.

14. Neither party acquires any intellectual property under this Agreement.

15. Neither party has an obligation under this Agreement to purchase, sell or license any service or item from the other party.

16. The Recipient shall adhere to U.S. Export Administration laws and Regulations and shall not export or re-export technical data, information or products received from DOCS or the direct product of such technical data or information to any proscribed country

listed in the U.S. Export Administration Regulations, unless properly authorized by the U.S. Government.

16. The parties do not intend that any agency or partnership be created between them by this Agreement.

17. All additions or modifications to this Agreement must be in writing and signed by both parties.

18. This Agreement is made under and shall be governed by the laws of the United States.

19. This Agreement may be terminated immediately by either party upon delivery of written notice of termination to the other party. Such termination shall not affect Recipient's duty with respect to confidential information disclosed prior to termination.

IN WITNESS WHEROF, the parties hereto have executed this Agreement as of the date first above written.

NYS Department of Correctional Services	_____ (Please Specify Company)
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Forward all executed copies of nondisclosure agreements to:

NYS Department of Correctional Services
Information Security Officer
Building 2
1220 Washington Ave
Albany, New York 12226-2050

Appendix K Notice of Intent to Bid

NOTICE OF INTENT TO BID

REQUEST FOR PROPOSALS NUMBER: DOCS RFP MIS ITS 07-001	RFP TITLE: **Inmate Telephone System**

IF YOU INTEND TO SUBMIT A PROPOSAL, you should:

a. Complete section 2 and section 3 of this form.
b. Return this form to the DOCS via email at DocsCallHome@docs.state.ny.us

IF YOU ARE NOT SUBMITTING A PROPOSAL, you should:

a. Complete section 1 and section 3 of this form.
b. Return this form to the DOCS via email at DocsCallHome@docs.state.ny.us
c. It is also requested that you indicate your reason for not submitting.

Section 1

☐ We do not pr ovide the requested service/technology /commodity. Please remove our firm from your mailing list.

☐ We are unable to bid at this time because: _____

☐ Please retain our firm on this list.

Section 2

☐ We intend to submit a response to this Request for Proposals

List the individuals (4 maximum) who will attend the mandatory pre-bid conference.
Pre-registration is required for attendance.

	Attendee Name	**Company**	**Phone Number**
1			
2			
3			
4			

Section 3: Designated Contact Person

Name of Firm: _____ FED ID. NO.: _____

Address 1: _____

Address 2: _____

Telephone: _____E_____ mail: _____

Printed Name: _____ Title: _____ _____

Date: _____

Appendix L Proposal Response Forms

Section 1	Title	Page	Mandatory	Read and Agreed	Supporting Documentation Required	Points Awarded
1	INTRODUCTION	1				
1.1	THE DOCS MISSION STATEMENT	1				
1.2	BACKGROUND	1				
1.3	OVERVIEW OF EXISTING INMATE TELEPHONE SYSTEM (ITS)	1				
1.4	PURPOSE	2	Y	☐		
1.5	ISSUING AGENCY / INQUIRIES	2	Y	☐		
1.6	SCHEDULE OF EVENTS	3	Y	☐		

Section 2	Title	Page	Mandatory	Read and Agreed	Supporting Documentation Required	Points Awarded
2	BIDDER INFORMATION	4				
2.1	TERM OF AGREEMENT	4	Y	☐		
2.2	COMPLETENESS OF PROPOSAL	4	Y	☐		
2.3	MODIFICATIONS OF BIDS	4	Y	☐		
2.4	WITHDRAWAL OF BIDS	4	Y	☐		
2.5	INCURRING COSTS	4	Y	☐		
2.6	MANDATORY PRE-BID CONFERENCE	4	Y	☐	Y[1]	
2.7	PRIME CONTRACTOR RESPONSIBILITY	5	Y	☐	Y[2]	
2.8	BEST VALUE	5	Y	☐		
2.9	APPLICABILITY OF FOIL	5	Y	☐	Y[3]	
2.10	TERMS	5	Y	☐		
2.11	NYS AND DOCS POLICIES	6	Y	☐		

[1] Appendix K, Notice of Intent to Bid.
[2] If subcontractors are used they must be fully disclosed in the same manner as required of the prime contractor.
[3] If bidder is seeking an exemption from disclosure of materials under FOIL.

Section 3	Title	Page	Mandatory	Read and Agreed	Supporting Documentation Required	Points Awarded
3	TECHNICAL REQUIREMENTS	7	Y	☐		
3.1	SYSTEMS ARCHITECTURE	7	Y	☐		
3.1.1	Proposed Deployment Model	7	Y	☐	Y Y	
3.1.2	Scalability	7	Y	☐	Y Y	
3.1.3	System Trunking	7	Y	☐	Y Y	
3.1.4	Call Quality	7	Y	☐	Y Y	
3.1.5	Continuity Of Services	7	Y	☐	Y Y	
3.1.5.1	Backup	8	Y	☐	Y Y	
3.1.5.2	Uninterruptible Power	8	Y	☐	Y Y	
3.1.6	Single Clock Source	8	Y	☐	Y Y	
3.1.7	Recording And Monitoring	8	Y	☐	Y Y	
3.1.7.1	Simultaneous Access	8	Y	☐	Y Y	
3.1.7.2	Storage	8	Y	☐	Y[4]	
3.1.7.3	Chain Of Evidence	9	Y	☐	Y Y	
3.1.7.4	Retrieval	9	Y	☐	Y Y	
3.1.7.5	Equipment And Network Access	9	Y	☐		
3.1.7.6	Access To Recordings	9	Y	☐	Y Y	
3.2	SYSTEMS MANAGEMENT	9	Y	☐		
3.2.1	Fault Management	9	Y	☐	Y Y	
3.2.2	Configuration Management	10	Y	☐	Y Y	
3.2.2.1	Provisioning And Active Directory	10			Y Y	

[4] Appendix I Financial Proposal Cost Form

Section 3	Title	Page	Mandatory	Read and Agreed	Supporting Documentation Required	Points Awarded
3.2.3	Accounting Management	10	Y	☐	Y Y	
3.2.3.1	Third Party Auditing	10	Y	☐		
3.2.3.2	Call Detail Records (CDR)	10	Y	☐		
3.2.4	Performanc e Management	10	Y	☐	Y Y	
3.2.5	Calls To Restricted Devices	10			Y Y	
3.3	MANDAT ORY FUNCTIONS	11	Y	☐		
3.3.1	Alert Groups	11	Y	☐	Y	
3.3.2	Pre-Recorded Names	11	Y	☐	Y	
3.3.3	Announcements	11	Y	☐	Y	
3.3.4	Automatic Number Identification	11	Y	☐	Y	
3.3.5	Billing Name And Address Lookup	11	Y	☐	Y	
3.3.6	Class Of Restriction (COR)	12	Y	☐	Y	
3.4	MANDAT ORY FEATURES	12	Y	☐		
3.4.1	Harassm ent Blocks	12	Y	☐	Y	
3.4.2	Call Termination	12	Y	☐	Y	
3.4.3	Number Control	12	Y	☐	Y	
3.4.4	Personal Allowed Numbers (PAN)	12	Y	☐	Y	
3.4.5	Phone Scheduler	12	Y	☐	Y	
3.4.6	Personal Identification Number (PIN)	12	Y	☐	Y	
3.4.7	Administration	13	Y	☐	Y	
3.4.8	Third Party Call Detection	13	Y	☐	Y	

Section 3	Title	Page	Mandatory	Read and Agreed	Supporting Documentation Required	Points Awarded
3.4.9	Hours Of Operation	13	Y	☐	Y	
3.4.10	Call Duration	13	Y	☐	Y	
3.4.11	Telephone Testing	13	Y	☐	Y	
3.4.12	Phone Disconnect	13	Y	☐	Y	
3.4.13	Languages	13	Y	☐	Y	
3.4.14	ANI Verification	13	Y	☐	Y	
3.4.15	Telecommunications Devices For The Deaf (TDD)	13	Y	☐	Y	
3.4.16	Call Pattern Alerting	14	Y	☐	Y	
3.4.17	Emergency Shut Down	14	Y	☐	Y	
3.5	EQUIPMENT	14	Y	☐		
3.5.1	Telephones	14	Y	☐		
3.5.2	Portable Phones	14	Y	☐		
3.5.3	Pedestal And Enclosures	14	Y	☐		
3.5.4	Telephone Wiring	14	Y	☐		
3.5.5	Compliance	14	Y	☐		
3.5.6	Restoration Of Facilities	14	Y	☐		
3.5.7	Inventory	15	Y	☐		
3.5.8	Environmen tal	15	Y	☐		
3.5.9	Servers And Processors	15	Y	☐	Y	
3.5.10	New Equipment	15	Y	☐	Y	
3.6	SOFTWARE ENHANCEMENTS AND UPGRADES	15	Y	☐		

Section 3	Title	Page	Mandatory	Read and Agreed	Supporting Documentation Required	Points Awarded
3.7	MAINT ENANCE	15	Y	☐		
3.7.1	Maintenance Responsibility	15	Y	☐		
3.7.2	Damage	16	Y	☐		
3.7.3	Maintenance Window	16	Y	☐		
3.7.4	Maintenance Center Location	16	Y	☐		
3.7.5	Maintenance Staff Experience	16	Y	☐		
3.7.6	Preventive Maintenance	16	Y	☐		
3.7.7	Remedial Maintenance	16	Y	☐		
3.7.8	Maintenance Request Reports	16	Y	☐		
3.8	TRANSITI ON/MIGRATION	17	Y	☐	Y Y	
3.8.1	Project Management	17	Y	☐	Y Y	
3.8.1.1	Project Manager	17	Y	☐		
3.8.1.2	DOCS Resources	17	Y	☐	Y Y	
3.8.1.3	Site Survey	18	Y	☐		
3.8.2	Call Recording Migration	18	Y	☐	Y Y	
3.8.3	Fallback Plan	18	Y	☐	Y Y	
3.8.4	Acceptance Testing	18	Y	☐	Y Y	
3.8.5	Equipment Disposal	18	Y	☐		
3.9	DATA EXCHANGE	18	Y	☐		
3.9.1	NIEM Standards	18	Y	☐		
3.9.2	Data Reconciliation	18	Y	☐		

Section 3	Title	Page	Mandatory	Read and Agreed	Supporting Documentation Required	Points Awarded
3.10	INFORMATI ON OWNERSHIP	19	Y	☐		
3.11	SECURITY	19	Y	☐	Y Y	
3.11.1	ITS System Security	19	Y	☐	Y Y	
3.11.2	Jurisdiction	19	Y	☐		
3.11.3	Compliance	19	Y	☐		
3.11.4	Background Checks	19	Y	☐		
3.11.5	Information Security Breach	19	Y	☐		
3.12	PHAS E-OUT PLAN	20	Y	☐	Y Y	
3.13	TRAINING	20	Y	☐	Y	
3.14	DOCUMENTATION	20	Y	☐		
3.15	REPORTING	20	Y	☐	Y	

Section 4	Title	Page	Mandatory	Read and Agreed	Supporting Documentation Required	Points Awarded
4	CUST OMER SERVICE	21				
4.1	SUPPORT SERVICES FOR THE DOCS	21				
4.1.1	Principal Technical Support Representatives	21	Y	☐		
4.1.2	Toll Free Access	21	Y	☐		
4.1.3	DOCS Authorized Representatives	21	Y	☐		
4.1.4	Gate Clearance	21	Y	☐		
4.1.5	Ticketing System	21	Y	☐	Y Y	
4.1.6	DOCS Access To Customer Information	21	Y	☐	Y Y	
4.1.7	Court Evidence And Expert Witness Testimony	21	Y	☐		
4.2	SUPPORT SERVICES FOR CUSTOMERS	22	Y	☐		
4.2.1	Toll Free Access And Multilingual Support	22	Y	☐	Y Y	
4.2.2	Customer Account Access	22	Y	☐	Y Y	
4.2.3	Customer Outreach	22	Y	☐		
4.2.4	Call Blocking	22	Y	☐	Y Y	
4.2.5	Vendor Policy Changes	22	Y	☐		

Section 5	Title	Page	Mandatory	Read and Agreed	Supporting Documentation Required	Points Awarded
5	PERF ORMANCE REQUIREMENTS	23				
5.1	PROBLEM RESOLUTION	23	Y	☐	Y Y	
5.2	ESCALATI ON REQUIREMENTS	23	Y	☐		
5.3	PERF ORMANCE OBJECTIVES	24	Y	☐		
5.4	PERF ORMANCE REVIEWS	25	Y	☐		

Section 6	Title	Page	Mandatory	Read and Agreed	Supporting Documentation Required	Points Awarded
6	VENDOR QUALIFICATIONS	26				
6.1	COMPANY EXPERIENCE	26	Y	☐	Y Y	
6.2	PAST PERFORMANCE	26				
6.2.1	Security Incidents	26	Y	☐	Y Y	
6.2.2	Performanc e Data	26	Y	☐	Y Y	
6.2.3	Legal Validity	26	Y	☐	Y Y	
6.3	STAFF QUALIFICATIONS	26	Y	☐	Y Y	
6.3.1	Staffing Numbers And Qualifications	27	Y	☐	Y Y	
6.3.2	Staff Disqualification	27	Y	☐		
6.3.3	Staff Resignation Or Discharge	27	Y	☐		
6.4	VENDOR RESPONSIBILITY	27				
6.4.1	Responsibility Questionnaire	27	Y	☐	Y[5] Y	
6.4.2	Financial Stability	27	Y	☐	Y Y	
6.4.3	Complaint History	27	Y	☐	Y Y	

[5] Appendix F Vendor Responsibility Form

Section 7	Title	Page	Mandatory	Read and Agreed	Supporting Documentation Required	Points Awarded
7	RATES, FEES AND COSTS	28	Y	☐		
7.1	NO COMMISSIONS	28	Y	☐		
7.2	RATE STRUCTURE	28				
7.2.1	Domestic	28	Y	☐		
7.2.2	International	28	Y	☐	Y[6]	
7.2.3	Rate Requirements	28	Y	☐		
7.2.4	Calling Patterns	28	Y	☐		
7.3	BILLING	28	Y	☐	Y Y	
7.3.1	Collect And Prepaid	29	Y	☐	Y Y	
7.3.2	NYS DOCS Liability	29	Y	☐		

[6] As an attachment to Appendix I Financial Proposal Cost Form.

Section 8	Title	Page	Mandatory	Read and Agreed	Supporting Documentation Required	Points Awarded
8	CONT RACTUAL ISSUES	30				
8.1	LICENSED OR PATENTED COMPONENTS	30	Y	☐		
8.2	PERPETUAL LICENSE	30	Y	☐		
8.3	ESCROW OF SOFTWARE	30	Y	☐		
8.4	BREA CH OF SERVICES	30	Y	☐		
8.5	TERMI NATION	30	Y	☐		
8.6	NONDISCL OSURE AGREEMENT	30	Y	☐		
8.7	CONT RACT PROVISIONS	30	Y	☐		

Section 9	Title	Page	Mandatory	Read and Agreed	Supporting Documentation Required	Points Awarded
9	ADMI NISTRATIVE PROCEDURES	31				
9.1	COMMUNICATION WITH DOCS	31	Y	☐		
9.2	PROPOSAL FORMAT	31	Y	☐		
9.2.1	Technical Proposal	32	Y	☐		
9.2.2	Cost Proposal	32	Y	☐		
9.3	PROPOS AL EVALUATION	32	Y	☐		
9.3.1	Mandatory Requirements (Pass/Fail)	32	Y	☐		
9.3.2	Technical Evaluation (20 Points)	33	Y	☐		
9.3.3	Vendor Responsiveness Evaluation (10 Points)	33	Y	☐		
9.3.4	Cost Evaluation (70 Points)	34	Y	☐		
9.3.5	Scoring	34	Y	☐		

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the RFP and the responses given herein on pages 1 – 13 of Appendix L, Proposal Response Form;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments;
- understands that New York State will rely on information disclosed in this proposal when entering into a contract with the Business Entity

Signature of Owner/Officer: _____

Printed Name of Signatory: _____

Title: _____

Name of Business: _____

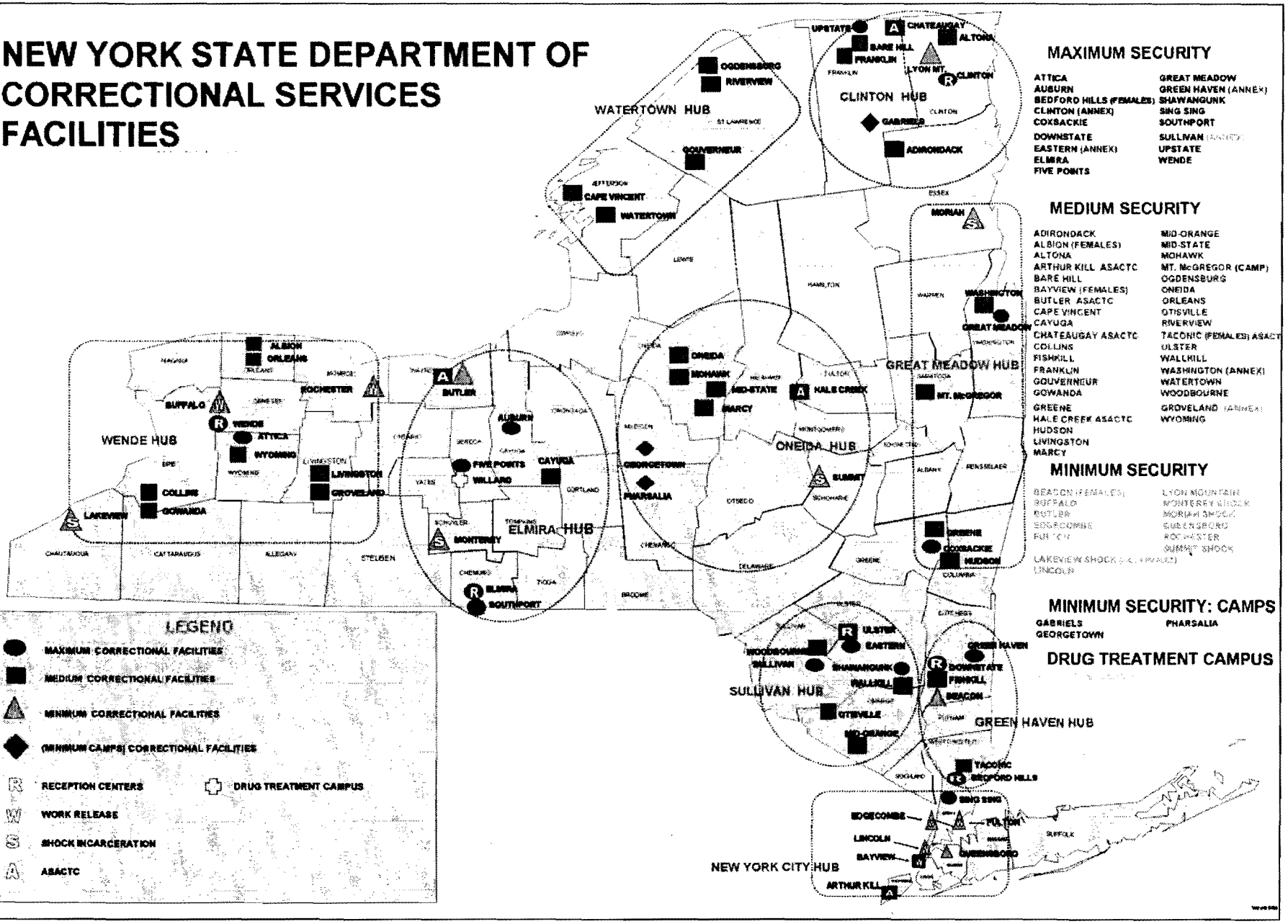
Address: _____

City, State, Zip: _____

Date: _____

Attachment A
Map of NYS Correctional Facilities

NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES FACILITIES



MAXIMUM SECURITY

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

MEDIUM SECURITY

ADIRONDACK
ALBION (FEMALES)
ALTONA
ARTHUR KILL ASACTC
BARE HILL
BAYVIEW (FEMALES)
BUTLER ASACTC
CAPE VINCENT
CAYUGA
CHATEAUGAY ASACTC
COLLINS
FISHKILL
FRANKLIN
GOUVERNEUR
GOWANDA
GREENE
HALE CREEK ASACTC
HUDSON
LIVINGSTON
MARCY
MID-ORANGE
MID-STATE
MOHAWK
MT. McGREGOR (CAMP)
OGDENSBURG
ONEIDA
ORLEANS
OTISVILLE
RIVERVIEW
TACONIC (FEMALES) ASACTC
ULSTER
WALLKILL
WASHINGTON (ANNEX)
WATERTOWN
WOODBOURNE
GROVELAND (ANNEX)
WYOMING

MINIMUM SECURITY

BEACON (FEMALES)
BUFFALO
BUTLER
EDGECOMBE
FULTON
LAKEVIEW SHOCK (FEMALES)
LINCOLN
LYON MOUNTAIN
MONTERREY SHOCK
MORIAH SHOCK
QUEENSBORO
ROCHESTER
SUMMIT SHOCK

MINIMUM SECURITY: CAMPS

GABRIELS
GEORGETOWN
PHARSALIA

DRUG TREATMENT CAMPUS

Attachment B NYS DOCS Population and Phone Detail

Addresses, Security Levels, Population and Number of Inmate Phones

Facility Address	Security Level	Gender	Average Daily Population	Number Of Inmate Phones	Facility Code
Adirondack Correctional Facility Box 110, Rt 86 Ray Brook, New York 12977-0110 (518) 891-1343 (Essex County)	Med	Male	555	37	
Albion Correctional Facility 3595 State School Road Albion, New York 14411-9399 (585) 589-5511 (Orleans County)	Med	Female	1,122	56	
Altona Correctional Facility 555 Devils Den Road Altona, New York 12910-2090 (518) 236-7841 (Clinton County)	Med	Male	476	31	
Arthur Kill Correctional Facility 2911 Arthur Kill Road Staten Island, New York 10309-1101 (718) 356-7333 (Richmond County)	Med	Male	1,366	39	
Attica Correctional Facility Exchange St Attica, New York 14011-0149 (585) 591-2000 (Wyoming County)	Max	Male	2,200	89	
Auburn Correctional Facility 135 State Street Auburn, New York 13021-1800 (315) 253-8401 (Cayuga County)	Max	Male	1,771	60	
Bare Hill Correctional Facility 181 Brand Road, Caller Box #20 Malone, New York 12953-0020 (518) 483-8411 (Franklin County)	Med	Male	1,714	71	
Bayview Correctional Facility 550 West 20th Street New York, New York 10011-2678 (212) 255-7590 (New York County)	Med	Female	201	8	
Beacon Correctional Facility P.O. Box 780, 50 Camp Beacon Rd Beacon, New York 12508-0780 (845) 831-4200 (Dutchess Co.)	Min	Female	238	10	

Facility Address	Security Level	Gender	Average Daily Population	Number Of Inmate Phones	Facility Code
Bedford Hills Correctional Facility 247 Harris Road Bedford Hills, New York 10507-2400 (914) 241-3100 (Westchester Co.)	Max Fe	male	837	45	■
Buffalo Correctional Facility 3052 Wende Rd Alden, New York 14004-0300 (716) 937-3786 (Erie Co.)	Min Ma	e	129	6	■
Butler Correctional Facility P.O. Box 388, Westbury Cutoff Rd Red Creek, New York 13143-0388 (315) 754-8001 (Wayne County)	Min Ma	e	436	14	■
Camp Gabriels PO Box 100, Rte 86 Gabriels, New York 12939-0100 (518) 327-3111 (Franklin County)	Min Ma	e	194	21	■
Camp Georgetown 3191 Crumb Hill Road Georgetown, New York 13072-9307 (315) 837-4446 (Madison County)	Min Ma	e	189	11	■
Camp Pharsalia 496 Center Road South Plymouth, New York 13844-6777 (607) 334-2264 (Chenango County)	Min Ma	e	161	10	■
Cape Vincent Correctional Facility Rte. 12E, PO Box 599 Cape Vincent, New York 13618-0599 (315) 654-4100 (Jefferson County)	Med Ma	e	866	64	■
Cayuga Correctional Facility P.O. Box 1150, Rte. 38A Moravia, New York 13118-1150 (315) 497-1110 (Cayuga County)	Med Ma	e	1,042	67	■
Chateaugay Correctional Facility State Route 11, P.O. Box 320 Chateaugay, New York 12920-0320 (518) 497-3300 (Franklin County)	Med Ma	e	216	14	■

Facility Address	Security Level	Gender	Average Daily Population	Number Of Inmate Phones	Facility Code
Clinton Correctional Facility Route 374, Cook Street P.O. Box 2000 Dannemora, New York 12929-2000 (518) 492-2511 (Clinton County)	Max	Male	2,857	115	[redacted]
Collins Correctional Facility P.O. Box 490, Middle Rd Collins, New York 14034-0490 (716) 532-4588 (Erie County)	Med	Male	1,112	60	[redacted]
Coxsackie Correctional Facility Box 200, Rte. 9W West Coxsackie, New York 12051-0200 (518) 731-2781 (Greene County)	Max	Male	1,035	93	[redacted]
Downstate Correctional Facility 122 Red Schoolhouse Rd, P.O. Box 445 Fishkill, New York 12524-0445 (845) 831-6600 (Dutchess County)	Max	Male	1,238	52	[redacted]
Eastern NY Correctional Facility Box 338, Institution Rd Napanoch, New York 12458-0338 (845) 647-7400 (Ulster County)	Max	Male	1,180	79	[redacted]
Edgecombe Correctional Facility 611 Edgecombe Avenue New York, New York 10032-4398 (212) 923-2575 (New York County)	Min	Male	124	8	[redacted]
Elmira Correctional Facility PO Box 500, 1879 Davis St Elmira, New York 14902-0500 (607) 734-3901 (Chemung County)	Max	Male	1,830	106	[redacted]
Fishkill Correctional Facility Prospect Street Beacon, New York 12508-0307 (845) 831-4800 (Dutchess County)	Med	Male	1,706	82	[redacted]
Five Points Correctional Facility Caller Box 400, State Route 96 Romulus, New York 14541 (607) 869-5111 (Seneca County)	Max	Male	1,421	124	[redacted]

Facility Address	Security Level	Gender	Average Daily Population	Number Of Inmate Phones	Facility Code
Franklin Correctional Facility Bare Hill Road, P.O. Box 10 Malone, New York 12953-0010 (518) 483-6040 (Franklin County)	Med	Male	1,719	84	[redacted]
Fulton Correctional Facility 1511 Fulton Avenue Bronx, New York 10457-8398 (718) 583-8000 (Bronx County)	Min	Male	77	8	[redacted]
Gouverneur Correctional Facility Scotch Settlement Rd., P.O. Box 370 Gouverneur, New York 13642-0370 (315) 287-7351 (St. Lawrence County)	Med	Male	1,040	64	[redacted]
Gowanda Correctional Facility P.O. Box 350, South Road Gowanda, New York 14070-0350 (716) 532-0177 (Erie County)	Med	Male	1,744	80	[redacted]
Great Meadow Correctional Facility 11739 StBox 51 Comstock, New York 12821 (518) 639-5516 (Washington County)	Max	Male	1,660	84	[redacted]
Green Haven Correctional Facility Stormville, New York 12582 (845) 221-2711 (Dutchess County)	Max	Male	2,332	107	[redacted]
Greene Correctional Facility P. O. Box 8 Coxsackie, New York 12051-0008 (518) 731-2741 (Greene County)	Med	Male	1,615	71	[redacted]
Groveland Correctional Facility 7000 Sonyea Road Sonyea, New York 14556 (585) 658-2871 (Livingston County)	Med	Male	1,238	66	[redacted]
Hale Creek ASACTC 279 Maloney Road Johnstown, New York 12095 (518) 736-2094 (Fulton County)	Med	Male	460	22	[redacted]

Facility Address	Security Level	Gender	Average Daily Population	Number Of Inmate Phones	Facility Code
Hudson Correctional Facility Box 576 Hudson, New York 12534-0576 (518) 828-4311 (Columbia County)	Med	Male	511	34	
Lakeview Shock Incarceration C. F. P.O. Box T Brocton, New York 14716 (716) 792-7100 (Chautauqua County)	Min	Male and Female	1,165 41		
Lincoln Correctional Facility 31-33 West 110th Street New York, New York 10026-4398 (212) 860-9400 (New York County)	Min	Male	150	8	
Livingston Correctional Facility Route 36, Sonyea Road Sonyea, New York 14556-0049 (585) 658-3710 (Livingston County)	Med	Male	868	37	
Lyon Mountain Correctional Facility Box 276 Lyon Mountain, New York 12952-0276 (518) 735-4546 (Clinton County)	Min	Male	156	6	
Marcy Correctional Facility P.O. Box 5000 Marcy, New York 13403 (315) 768-1400 (Oneida County)	Med	Male	124	82	
Mid-Orange Correctional Facility 900 Kings Highway Warwick, New York 10990-0900 (845) 986-2291 (Orange County)	Med	Male	723	55	
Mid-State Correctional Facility P.O. Box 216 Marcy, New York 13403-0216 (315) 768-8581 (Oneida County)	Med	Male	1,644	94	
Mohawk Correctional Facility P.O. Box 8450 6100 School Road Rome, New York 13440 (315) 339-5232 (Oneida County)	Med	Male	2,403	101	

Facility Address	Security Level	Gender	Average Daily Population	Number Of Inmate Phones	Facility Code
Monterey Shock Incarceration Corr. Fac. R. D. #1, 2150 Evergreen Hill Road Beaver Dams, New York 14812-9718 (607) 962-3184 (Schuyler County)	Min	Male	216	12	■
Moriah Shock Incarceration Corr. Fac. P.0. Box 999 Mineville, New York 12956-0999 (518) 942-7561 (Essex County)	Min	Male	178	12	■
Mt. McGregor Correctional Facility 1000 Mt. McGregor Road, Box 2071 Wilton, New York 12831-5071 (518) 587-3960 (Saratoga County)	Med	Male	694	29	■
Ogdensburg Correctional Facility One Correction Way Ogdensburg, New York 13669-2288 (315) 393-0281 (St. Lawrence County)	Med	Male	596	27	■
Oneida Correctional Facility 6100 School Road Rome, New York 13440 (315) 339-6880 (Oneida County)	Med	Male	1,178	59	■
Orleans Correctional Facility 35-31 Gaines Basin Road Albion, New York 14411 (585) 589-6820 (Orleans County)	Med	Male	997	64	■
Otisville Correctional Facility Box 8 Otisville, New York 10963-0008 (845) 386-1490 (Orange County)	Med	Male	601	42	■
Queensboro Correctional Facility 47-04 Van Dam Street Long Island City, NY 11101-3081 (718) 361-8920 (Queens County)	Min	Male	413	32	■
Riverview Correctional Facility P.O. Box 158 Ogdensburg, New York 13669 (315) 393-8400 (St. Lawrence County)	Med	Male	869	47	■

Facility Address	Security Level	Gender	Average Daily Population	Number Of Inmate Phones	Facility Code
Rochester Correctional Facility 470 Ford Street Rochester, New York 14608-2499 (585) 454-2280 (Monroe County)	Min	Male	51	4	[redacted]
Shawangunk Correctional Facility 750 Prison Road Wallkill, New York 12589-0750 (845) 895-2081 (Ulster County)	Max	Male	544	38	[redacted]
Sing Sing Correctional Facility 354 Hunter Street Ossining, New York 10562-5442 (914) 941-0108 (Westchester County)	Max	Male	1,751	92	[redacted]
Southport Correctional Facility P.O. Box 2000, Institution Road Pine City, New York 14871 (607) 737-0850 (Chemung County)	Max	Male	884	32	[redacted]
Sullivan Correctional Facility Box 116, Riverside Drive Fallsburg, New York 12733-0116 (845) 434-2080 (Sullivan County)	Max	Male	543	40	[redacted]
Summit Shock Incarceration C. F. RFD, Dibbles Road Summit, New York 12175-9608 (518) 287-1721 (Schoharie County)	Min	Male	170	10	[redacted]
Taconic Correctional Facility 250 Harris Road Bedford Hills, New York 10507-2498 (914) 241-3010 (Westchester County)	Med	Female	355	17	[redacted]
Ulster Correctional Facility P.O. Box 800, Berme Road Napanoch, New York 12458 (845) 647-1670 (Ulster County)	Med	Male	845	43	[redacted]
Upstate Correctional Facility P.O. Box 2000 309 Bare Hill Road Malone, New York 12953 (518) 483-6997 (Franklin County)	Max	Male	1,274	32	[redacted]

Facility Address	Security Level	Gender	Average Daily Population	Number Of Inmate Phones	Facility Code
Wallkill Correctional Facility Box G Wallkill, New York 12589-0286 (845) 895-2021 (Ulster County)	Med Ma	e	597	31	[redacted]
Washington Correctional Facility Box 180, 72 Lock 11 Lane Comstock, New York 12821-0180 (518) 639-4486 (Washington County)	Med Ma	e	1,061	49	[redacted]
Watertown Correctional Facility 23147 Swan Road Watertown, New York 13601-9340 (315) 782-7490 (Jefferson County)	Med Ma	e	646	51	[redacted]
Wende Correctional Facility P.O. Box 1187 (3622 Wende Road) Alden, New York 14004-1187 (716) 937-4000 (Erie County)	Max Ma	e	932	85	[redacted]
Willard Drug Treatment Center P.O. Box 303 7116 County Route 132 Willard, New York 14588 (607) 869-5500 (Seneca County)	Drug Treatment Center	Male and Female	899 47		[redacted]
Woodbourne Correctional Facility Riverside Drive Woodbourne, New York 12788 (845) 434-7730 (Sullivan County)	Med Ma	e	791	52	[redacted]
Wyoming Correctional Facility P.O. Box 501, Dunbar Road Attica, New York 14011 (585) 591-1010 (Wyoming County)	Med Ma	e	1,701	75	[redacted]

Attachment C Current Standard Call Processing Equipment

Standard on Site GTL Call Processing Equipment

Switch Room Equipment
- 56" Rack with 19" Shelving
- 15" Monitor with Keyboard

Controller
Mass Storage
Router
Switch
- IAD (Integrated Access Device)

Power Vault
Power Supply
TrippLite UPS

Standard Monitoring, Recording and Administration Terminals

Dell Optiplex GX-150
One unit per facility located in the Arsenal, Chart Office or Watch Commanders office.

Work Station Locations

NY DOCS Bldg 2
1220 Washinton Avenue
Albany, NY 12226
8 Work Stations and 2 color networked office printers

NY DOCS IG
150 Broadway
Menands, NY 12204
(518) 402-6020
6 Work Stations and 1 color networked office printer

NY/NJ HIDTA
75 9TH AVE
NEW YORK NY 10011-7006
County - NEW YORK
2 Work Stations and 1 color networked office printer

Upstate NY Regional Intelligence
630 COLUMBIA ST EXT
LATHAM NY 12110-3063
County - ALBANY
Main Listed: (518) 786-2100
2 Work Stations and 1 color networked office printer

Buffalo IG
535 Washington St.
Buffalo, NY
2 work stations and 1 color networked office printer

Attachment D Data Exchange Specifications

1 Dat a Exchange Specifications

1.1 General Description

The Departm ent of Correctional Services and the ITS vendor interact to exchange a variety of information. On a nightly basis, the DOCS prov ides inform ation concerning inm ates entering and leaving the DOCS, inmates' author ized call lis ts, and inm ates rest ricted from placing calls. The vendor provides the details of the previous day's call detail records, both complete and incomplete.

The DOCS provides the facility loca tion of each inm ate in its populat ion on a nightly ba sis. Hourly updates are also available during normal operation hours.

On a one-tim e basis for start-up p urposes, th e DOC S will provide the vendor with a full start-up dataset th at includ es a ll the f iles in the f ormats ind icated f or daily c hanges as d escribed in the following pages.

1.2 Concepts

The ITS operated by the vendor provid es for call blocking by inm ate. This requires the m aintenance of a file of phone num bers each inmate is al lowed to call and the author ization code (PIN) for each inmate. The DOCS "Locator" system records info rmation concern ing each inm ate's adm ission to and release from the DOCS. Adm ission and release transactions will b e passed to the vendo r each night as inm ate adds and deletes. To reduce abu se of these "auth codes", the codes will be dele ted from the vendor authorization file upon an inmate's release.

The DOCS operates a com puter application that records and collects data concerning inmates' phone calls. The Phone Number Registration subsystem records the phone numbers each inmate is allowed to call. Each inmate is allowed to register 15 phone numbers, all others are blocked by the ITS. Any changes to inm ate allow ed call lists will be sen t to th e ven dor each n ight via FTP or som e other agreed upon tran sfer pro tocol. Mod ifications to th e call list will b e sen t as add, delete o r replace transactions.

The DOCS inmate "Disciplinary" sy stem records am ong other penalties, the loss of the privilege to use the ITS . A file of phone pr ivilege restrictions w ill be sent to the vendor nightly. These transactions will contain the date the restriction is to expire. An ancillary s ystem to associate phones by ANI to specif ic loc ations with in specific facilities is also m aintained. File transf er 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 inm ates under custody along with their cu rrent facility location will be sent after the inmate and ANI file transfer to reconcile each inmate's current location. The vendor will receive hourly updates during the day of all changes to inm ates location that have occurred since the last hourly update or the last nightly "U ndercustody" file send was com pleted. In return, the vendor must provid e a call detail file to the DOCS' comput er each night. This file, containing th e dates, times, auth-codes, phone numbers, elapsed times, etc. for each call including uncompleted calls, will be posted to an application file to allow in quiry and reporting by aut horized DOCS users to determine calling patterns of an individual inmate or to a specified phone number.

1.3 DOCS to Vendor Data Exchange

1.3.1 PIN

Every inmate is assigned an eight digit numeric authorization code or Personal Identification Number (PIN) to input prior to entering the called phone number. This PIN is derived from the inmate's 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

1.3.2 Nightly Batch Files

Following normal end- of-night processing for inmate systems, the DOCS will prepare and transmit the following three files to the vendor: Inmate information change file, ANI change file, and Inmate undercustody location file.

1.3.2.1 Inmate Information Change File

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

1.3.2.1.1 Adds /Deletes/Replaces

Inmate transaction types consist of an Add, Delete or Replace transaction. Adds and Deletes are based upon the 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 Impaired Indicator. On any given day there will be no more than one Inmate transaction per PIN.

1.3.2.1.2 Restrictions

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

1.3.2.1.3 Phone Number Changes

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

1.3.2.2 ANI Change File

This file consists of Adds and Deletes of ANI phone numbers. 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 determines what rules are to be applied to the inmates placing calls from these phones. See the record layout and service level definitions for more detail. On any given day there may or may not be any ANI transaction records. A file will always be sent, containing a Header and Trailer record, even if there are no Detail records.

1.3.2.3 Inmate Undercustody Location File

This file consists of one record for each inmate who is under custody on the 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 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.

1.3.3 Hourly Batch Files During Normal Operation

1.3.3.1 Locator Change File

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 the vendor. Upon the first update of the day, all location changes since the previous night's Inmate Undercustody Location file transfer are written. This temporary file is in the same format as the nightly location file, with a Header and Trailer record. The vendor must process these updates so that inmates can call from their new location within an hour of entry of the DOCS Locator transaction recording the arrival.

1.3.4 Exchange Requirements

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

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

1.3.5 Sequence Requirements

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

1.4 Vendor to DOCS Data Exchange

Each night the vendor will transmit to the 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 shall begin with a Header record and end with a Trailer record. The accompanying record layout provides the necessary information required. A listing of incomplete call reason codes follows the record layout.

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

1.5 Inmate Information Transmission File Layout

Header Record Format

REC POSITION	PICTURE	Field description – value
01 - 03	X (03)	Record type - 'HDR'
04 - 09	9 (06)	C.O.B. Date (yymmdd)
10 - 16	X (07)	Filler
17 - 19	9 (03)	Company number - 100 (for usan)
20 - 29	X (10)	Company name - 'usan
30 - 37	X (08)	Filler spaces
38 - 43	X (06)	File name -'inmate
44 - 48	X (05)	Filler space

Detail Record Format

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

Inmate Information Transmission File Layout

Trailer Record Layout

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

1.6 ANI Transmission File Layout

Header Record Format

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

Detail Record Format

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

ANI Transmission File Layout

Trailer Record Layout

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

Record Layouts

ANI Phone Registration – Class of Service Levels

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

1.7 Undercustody Location File Layout

Header Record Format

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

Detail Record Format

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

Trailer Record Layout

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

1.8 Locator Change File Layout

Header Record Format

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

Detail Record Format

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

Trailer Record Layout

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

1.9 Call Detail Transmission File Layout

Header Record Format

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

Detail Record Format

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

Call Detail Transmission File Layout

Trailer Record Layout

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

CALL DETAIL FILE - INCOMPLETE CALL REASONS

CODE	DEFINITION
01	Global Block - person called and asked not to get collect calls from Inmates.
02	Call not made during operating hours.
03	NY Telephone or some other telephone company has a block on the Number - usually due to nonpayment.
04	Invalid PIN - inmate punched in a PIN # that could not be validated.
05	Number dialed was not on the inmate's active Personal Calling List.
06	Inmate denied phone privileges by 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.

CODE	DEFINITION
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.
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.

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

BRIAN FISCHER
COMMISSIONER

RICHARD D. ROY
DEPUTY COMMISSIONER

December 12, 2007

To All Potential Bidders:

Please note the following modifications to the November 5, 2007 Request For Proposals For An Inmate Telephone System issued by the New York State Department of Correctional Services.

Modification 1
Section 2.7 Prime Contractor Responsibility

The requirem ent for subcontractor st aff qualifications has been delete d; it is not required to subm it Appendix G Vendor Reference Form, or Appendix H St aff Qualification form for subcontractors All other requirem ents for sub contract ors including Vendor Responsibilit y and com pany finances rem ain intact.. The section has been modified to read:

Bidders m ay subm it a proposal utilizing the servi ces of subcontractors for any aspects of this procurement; however, the prim e contractor m ust assu me com plete responsibility and liability for the delivery of all services. Subcontractors may be used to meet the qualifications required herein, however, subcontractors must be fully d isclosed in the same manner as required of the prim e contractor and m ust provide the sam e infor mation including Vendor Res ponsibility and com pany finances. The roles and responsibilities of each proposed subcontractor must be clearly delineated.

Modification 2
Section 3.2.5 Calls to Restricted Devices

This is a non evaluated item. There will not be any points awarded as previously indicated on page four of Appendix L.

Modification 3
Section 6.4 Vendor Responsibility

The entire section 6.4 w ill be evalua ted on a pass/fail basis. There will not be any points awarded as previously indicated on page ten of Appendix L.

Modification 4
Section 7.2 Rate Structure

The following sections have been modified to read:

Section 7.2.1 Domestic

The vendor shall propose and charge a single blended rate for pre-paid and collect calls to points within th e United Sta tes, its ter ritories (as def ined by the United States Depa rtment of State) and

Canada. The rate shall include all connect charges and any other mandatory fees or surcharges that the vendor imposes upon the customer and shall exclude any taxes, charges or surcharges imposed by any Federal, State, Local or Municipal Government regulatory authority, and any optional value added services offered by the vendor to the customer.

Examples:

1. The vendor provides a value added service by allowing the customer to pay their bill or replenish their pre-paid balance through an alternative convenient third party. Because the service is optional the vendor may recover costs through means of a surcharge for the transaction but only to the customer(s) who avail themselves to the service. The single per-minute rate would be unaffected.

2. The vendor wishes to charge a pre-paid account setup fee or other maintenance or use fee to pre-paid customers. If the fee is mandatory to provide pre-paid calling opportunities then it must be factored into the per-minute rate.

3. The vendor desires to recover costs for bill rendering and collections by establishing a billing surcharge to collect only customers. Because the DOCS requires a blended rate for both collect and pre-paid calling, the costs for this service would have to be factored into the per-minute cost offered by the vendor.

Section 7.2.2 International

The vendor shall propose a rate structure for international calls detailing rates by country. The rates for international calls shall be a single per minute rate by country inclusive of all connect charges and any other mandatory fees or surcharges that the vendor imposes upon the customer and shall exclude any taxes, charges or surcharges imposed by any United States Federal, State, Local or Municipal Government regulatory authority, and any optional value added services offered by the vendor to the customer.

The DOCS reserves the right to implement any alternative international calling services and does not guarantee minimum international calling volume. Any location not within the area defined as covered by the domestic rate as detailed above shall be treated as international. The rate for each country shall be a single blended rate for pre-paid and collect calls.

Section 7.2.3 Rate Requirements

The Vendor shall provide rates based on three decimal places (e.g. $0.000). Rates shall apply only from called party acceptance of a call until the call is terminated rounded to the **nearest** whole minute (calls lasting up to and including 29 seconds over a whole minute shall be rounded down, calls greater than or equal to 30 seconds over a whole minute shall be rounded up.) There shall be no charge for the time for prompts, rate information or other functions.

STATE OF NEW YORK

DEPARTMENT OF CORRECTIONAL SERVICES

Questions and Answers in Response to Vendor Inquiries Regarding The Request For Proposals For An Inmate Telephone System Issued November 5, 2007

Updated December 20, 2007

Issued by: NYS Department of Correctional Services
Management Information Services
1220 Washington Avenue Building #2
Albany, NY 12226

December 20, 2007

12/20/2007: This docum ent has been updated to refl ect all questions receiv ed up to and including 12/18/2007. Vendors should take pa rticular note of the respons e to question number 120 which extends the bid submission date to January 4, 2008.

Question #1:

Received: 11/8/07
From: City Information Services, Inc.
Question: "What page are the number of Video Units on? Did you want Tandberg? Also, did you need audio visual rooms to be set up as well?"

Response #1:

The RFP makes no requests for video services.

Question #2:

Received: 11/8/07
From: EMBARQ Corporation
Question: "Who do we contact for arranging site visits to the DOCS sites for New York?"

Response #2:

Site visits will b e conducted by the vendor after the con tract award. Eq uipment room s vary in size and en vironmental characteristics from site to site. It would be impractical to arrange for visits to all of the DOCS facilities within the time constraints dictated by the RFP. However, the bidder should take note of Section 3.5.8. *"The DOCS will provide spa ce, electricity and HVAC to support two (2) nineteen inch racks for premis e based equipment. T he vendor is responsibl e for any additional requirements beyond ambient temperature and standard power."*

Question #3:

Received: 11/21/07
From: BestWeb Corporation
Question: "Our company has the capability of delivering the features and functions required by DOCS and is experienced delivering telephone service with flexible features, but lacks both the stated experience with ITS and a ITS system with the stated prior usage. Will DOCS consider proposals which meet the other requirements of the RFP but not the specific experience stated in the RFP?"

Response #3:

No, company experience as stated in Section 6.1 of the RFP is a m andatory requirement. *"The bidder shall submit satisfactory ev idence that, in the sole judgmen t of the DOCS, it has at least three (3) y ears current experience in prov iding ITS production syst ems and services for commercial or government clients. The proposed system must be a commercially available system and have been in full production for at leas t one (1) year for at least three (3) customers and serve at least a total of 500 inmate telephones."*

Question #4:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 1.3 Introduction - It is very helpful to have th e rates currently being charged to called parties under the current contract. W hile we understand that the focus is on the lowest

rates poss ible, we'd lik e to conf irm the curre nt rates as a starting p oint. P lease provid e th e following information regarding collect call rates."

Call Category	Surcharge or Connect Fee	First Minute	Add'l Minute	ISSC Per Call	Pay Phone Surcharge	Current Commission %
Local						
Intra LATA						
Inter LATA						
InterState						

Question #5:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Please provide the following information regarding debit or debit account calling rates. (Note debit accounts are inmate owned accounts)"

Call Category	Surcharge or Connect Fee	First Minute	Add'l Minute	ISSC Per Call	Pay Phone Surcharge	Current Commission %
Local						
Intra LATA						
Inter LATA						
InterState						

Question #6:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Please provide the following information regarding prepaid collect or advance pay account calling rates. (Note prepaid accounts are owned by the called party."

Call Category	Surcharge or Connect Fee	First Minute	Add'l Minute	ISSC Per Call	Pay Phone Surcharge	Current Commission %
Local						
Intra LATA						
Inter LATA						
InterState						

Response #4, #5, #6:

The NYS DOCS does not receive co mmissions and only allows pre- paid and collect calls. All domestic calls are currently billed at the blended rate of $1.28 connect fee and $0.068 per minute.

Question #7:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 1.3 Introduction - This section mentions that the successful vendor will have 90 days from the contract expiration March 31, 2008 to complete transition of service. Section 3.8 indicates that the selected vendor will have full responsibility for service beginning on April 1, 2008. Please clarify."

Response #7:

The full text of section 3.8 reads *"The vendor shall assume responsibility for all inmate telephone services effective April 1, 2008 and act as the DOCS' agent to assure uninterrupted ITS operations as of that date. The vendor shall be responsible for establishing agreements with the existing provider as required to maintain all existing services and functions."* The DOCS requires that the winning vendor be the single point of contact to ensure existing services and functions are maintained while transitioning to the new vendor environment within the ninety day transition period.

Question #8:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 3.1 - Does DOCs have a preferred system architectural configuration in mind? If not, will the DOCs allow proposals to include multiple system architectural options? There are several types of system architecture currently being deployed in the industry, for example, designs based on centralized and de-centralized-based systems, each with its own advantages and disadvantages. Since the DOCs has not indicated any architectural preference, will it allow vendors to present more than one system design option in their proposals? If so, this may also require vendors to also present different rate options for each configuration."

Response #8:

Refer to Section 3.1 of the RFP which states: *"It is not the intent of the DOCS to merely replicate the current deployment model, any architecture that meets the general business needs of the DOCS will be considered and evaluated for its relative merit."*

The bidder may offer only one architectural design per proposal. The bidder may submit multiple proposals as long as they are complete and meet all mandatory requirements including those stated in Section 6.1. *"The proposed system must be a commercially available system and have been in full production for at least one (1) year for at least three (3) customers and serve at least a total of 500 inmate telephones."*

Question #9:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 3.1.7.2 - This section requests a separate price for additional optional recording storage above 6 months. Please clarify how much storage is desired for this option? 1 year, 3 years, 5 years?"

Response #9:

Refer to section 3.1.7.2 *"The vendor shall provide a proposed separate <u>monthly</u> charge to the DOCS for storing recorded calls for more than six (6) months."* It is a m andatory requirement

that the bidder provide six m 'onths of storage and that the bidde r offer a m onthly rate that the DOCS may optionally utilize to increase the overall length of storage tim e for recordings. That length of storage tim e would be added in monthly increments. The additional storage rate should not be considered when determining the domestic call rate, refer to Appendix L, page 3.

Question #10:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 3.1.7.2 - Will the DOCs permit vendors to store voice recordings off site within the state, and/or off site outside the state? e.g., some system designs will provide centralized storage at the vendor's central headquarters in another state while still permitting the DOCs to have instant access to these recordings over a secured network. Most vendor's headquarters are secured facilities and restrict internal access to customer data to avoid any possible breach in data security."

Response #10:

Yes, as long as the jurisdictional requirements specified in section 3.11.2 are met.

Question #11:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 3.1.7.2 - This section requests a price for additional optional recording storage beyond 6 months. How does this price figure into the evaluation? For example if Vendor A offers the lowest price on the inmate call rates, but charges $20,000 per month for the additional recording storage and Vendor B offers higher inmate call rates, but only charges $7,000 per month for the additional storage - which vendor will score higher overall?"

Response #11:

See official response #9

Question #12:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 3.2.5 Calls to Restricted Devices - Since 2005, there have been more wireless/cellular phones in service than wireline/land-line telephones. A growing number of households opt for wireless phones and eliminate their traditional phones altogether. Prohibition of calls to these telephones significantly reduces the amount of contact possible between inmates and family members. In the past calls to these numbers created a problem because they were a) unbillable for collect calls and b) difficult to identify. While they are still unbillable as a traditional collect call, prepaid collect and debit calling can be used to contact these numbers and keep the lines of communication open. These prepaid call options are controlled in the same manner as traditional collect calls and called party information is gathered at the time the account is established, eliminating any mystery associated with calls to wireless phones. Will DOCS consider eliminating this prohibition?"

Question #13:

Received: 11/26/07
From: Inmate Calling Solutions, LLC

Question: "Section 3.2.5 - Calls to Restricted Devices - Even with a prohibition against calls to wireless phones, the use of call forwarding makes it easy for inmate families to bypass this restriction. No reliable technology exists (for any vendor) to consistently detect call forwarding for all call types. As such, it would be better to allow calls to wireless phones and know more about who the inmate is really calling than to prohibit calls to known wireless devices knowing that called parties can easily bypass this restriction. Will DOCS consider eliminating this prohibition?"

Response #12, #13:

The DOCS recognizes the difficulty in restricting calls to mobile devices and was probing the vendor community for a solution to this vexing problem facing Law Enforcement. The DOCS reviews its Directives and policies on a annual basis and will determine if modifications are warranted at that time. Refer to Appendix L, page 4, Calls to Restricted Devices is a non-mandatory and non-evaluated item.

Question #14:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 3.4.15 - TDD Devices - Please provide detailed information about how the TDD solution in place today is configured for DOCS. Please note anything about the current functionality that DOCS would like to see changed, if any."

Response #14:

NY DOCS currently escorts the inmate to an Ultratec TDD device with a printer that can be connected to one of two wall jacks that are connected to an extension on the administrative telephone system. Jack #1 is set up to auto dial the NY State relay center, jack #2 connects the user to TDD operator assistance to setup a collect TDD-to-TDD call. The officer initiates the call and then turns the TDD over to the inmate. The only recording that takes place is the hard copy output that comes from the attached printer. The inmate is later billed for any charges incurred from the call.

NY DOCS would like to provide a secure TDD service via the Inmate Telephone Platform. The DOCS estimate 42 TDD currently in service.

Question #15:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 3.4.16 - Pattern Matching - Please give examples of pattern matching functions desired by DOCS and/or those in use today."

Response #15:

Some example pattern matching capabilities are:

- Call alerts consisting of an email to all technical staff informing them of any specific (incomplete code),
- failed call attempts,
- blocked calls over 30% within a two hour period,
- low call attempt (comparing a specific day and time of the week with the previous week's average call attempts),

Question #16:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 3.4.17 - Where is the specified NY DOCS central office located?"

Response #16:

Section 1.5 includes the address of the DOCS Central Office; however the intent of the Emergency Shut Down feature in Section 3.4.17 is to provide software shutdown control that would only be allowed by a specialized login, the purpose was not to restrict the feature geographically.

Question #17:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 3.5 - Will there be any charge to the successful vendor to reuse existing inmate phone instruments, pedestals and enclosures?"

Response #17:

No.

Question #18:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 3.5 - Does DOCS' have any plans to add additional phones in the immediate future? If so, where and how many?"

Response #18:

There are no plans to increase the number of phones in the immediate future, however the intent of the RFP is to decrease rates which may in-turn have an impact on the number of phones required to meet demand.

Question #19:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 3.5 - In order to ensure a level playing field for all bidders; please confirm that the successful vendor must provide new call processing equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider. (Note, ICSolutions recognizes that vendors have the option to re-use telephone station equipment, enclosures and pedestals.)"

Response #19:

Confirmed. See Section 3.5.10 which applies to all bidders. *"The contractor shall replace all existing premise based equipment between the main distribution frame and the network point of presence with new equipment. All call processors, routers, multiplexers, channel banks, gateways, switches or any required system component shall be new. The vendor must provide full specifications and product literature/brochures for all proposed new components."*

Question #20:

Received: 11/26/07

From: Inmate Calling Solutions, LLC
Question: "Section 3.8.2 - Please provide information regarding the recording file format used by the current vendor and the projected size of the files which contain 120 days of recordings. Please confirm that the current vendor will not charge any fee to work with the selected vendor to accommodate this data migration."

Response #20:

Recordings are currently stored in a proprietary format requiring 2.8 megabytes of storage for a 15 minute

At the time of site cut-over the current vendor will recover 120 days of recordings and transcode them to mp3 format and store them along with CDR on a DOCS server located at the DOCS data center. Total storage required for all sites should be approximately 4 TB. The costs will be incurred by the DOCS, there should be no fees or charges to the winning vendor.

Question #21:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Rates Sections 7.2.1 and 7.2.2 both refer to a blended rate inclusive of all fees and taxes. Taxes and Universal Service Fund Collections are based on rates imposed by authorized taxing and regulatory authorities. These fees change often and are simply passed through by ICSolutions and other vendors. Will the DOCS agree that taxes and universal service fund fees are in addition to the rates to be proposed?"

Response #21:

Refer to the ITS-RFP-Modifications document of December 12, 2007. Modification 4 of the RFP should clarify this issue. Agreed, taxes and universal service fees shall be in addition to the rates proposed.

Question #22:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Rates - Sections 7.2 - Will the DOCs consider proposals with multiple calling rate options? In the interest of providing quality calling service at the lowest possible rates, there are various call rating options that could be available to both inmates and families. One example would be the inclusion of postalized rates based on per minute or per call rates. If multiple options were permitted, it would give DOCs a more options to pick the best suited for the state. If multiple rate offerings are permitted, we suggest that the DOCs standardize the rate categories so that accurate comparisons can be made during proposal evaluation. Some rate options include: Postalized rates (same rates regardless of call destination), Additional discounts on Prepaid and Debit Calls, Flat rate per minute with no per call surcharge, Flat rate per call with no per minute charge."

Response #22:

No.

Question #23:

Received: 11/26/07
From: Inmate Calling Solutions, LLC

Question: "Section 7.3.1 - DOCS mentions prepaid calling as an option. ICSolutions offers both inmate purchased prepaid debit calling and prepaid collect calling which is an account funded by the called party. Both calling options have unique benefits and allow calls to numbers that would ordinarily be blocked due to billing limitations (i.e. cellular phones, work phones, numbers served by local carriers that do not provide 3rd party billing. etc.)"

Response #23:

Section 7.3.1 is a mandatory requirement, not an option. DOCS has no desire to explore inmate purchased debit cards at this time.

Question #24:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "Section 7.3.1 - Is the DOCS interested in offering international calling capability? If so, this calling option can be provided through the use of international collect calling services or through system-controlled debit calling. Debit calling offers a distinct low cost advantage. Will international rates be a factor in proposal call rate evaluation?"

Response #24:

It is a requirement that the successful bidder offer a plan for International Calling. Refer to Appendix L, page 11.

Question #25:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "General - ICSolutions highly recommends that the DOCS allow each vendor to make a system presentation prior to reaching a decision. Will the DOCS include presentations as part of the evaluation process? If so, how will the presentation impact the vendor scoring?"

Response #25:

Time constraints do not allow the DOCS to participate in presentations.

Question #26:

Received: 11/26/07
From: Inmate Calling Solutions, LLC
Question: "General - Given the complexity of this bid and the timing of the due date (between two holidays that impact mail and package delivery) we ask DOCS to consider an extension of the due date by at least two weeks."

Response #26:

No.

Question #27:

Received: 11/26/07
From: Securus Technologies, Inc.
Question: "In order to provide the "best value" proposal to the DOCS all bidders need to understand the impact that your recent dramatic rate decreases have had on inmate telephone usage and to be sure every bidder has as much information as the incumbent bidder, would you provide monthly billing information for each of the last 12 consecutive months? Billing

information should include monthly number of calls, number of minutes and the applied rates for each type of calling."

Response #27:

Please see the Official Response to questions 4, 5, and 6 for the curre nt rate structure. Refer to the RFP Section 7.2.4. *"Bidders will be p rovided with med ia containing call d etail records for the six (6) month period prior to release of the RFP at the mandatory pre-bid conference. It will be the sole responsibilit y of the bidder to analyze the ca ll patterns and data contained on the media. The DOCS shall not be responsible for establishing or guar anteeing any minimum number of calls, minutes used, or revenue generated."*

Question #28:

Received: 11/26/07
From: Securus Technologies, Inc.
Question: "To better understand the effect of calling rates to the call volume, would you please provide the rates and the exact dates the rate changes have been made over the last 12 months including the new and the old rate at the time of each change?"

Response #28:

Prior to March 31, 2007 the connect fee was $3.00 and the per m inute rate was $0.16. On April 1, 2007 the rate was reduced to $1.50 connect fe e and $0.08 per m inute, on 10/5/07 the rate was further reduced to $1.28 connect fee and $0.068 per minute.

Question #29:

Received: 11/26/07
From: Securus Technologies, Inc.
Question: "Paragraph 3.1.5.1 Backup - Please provide the DOCS security policies as it relates to the system and database backups storage beyond the requirement for off site backup?"

Response #29:

DOCS security policies will be provided to the winning vendor upon the signing of the non-disclosure agreement in Appendix J.

Question #30:

Received: 11/26/07
From: Securus Technologies, Inc.
Question: "Paragraph 4.2.4 Call Blocking - Would you please confirm the DOCS' request that "The vendor must notify customers prior to initiating a block on collect calls", is limited to only those customers that have an established billing relationship with the vendor?"

Response #30:

Confirmed.

Question #31:

Received: 11/26/07
From: Securus Technologies, Inc.
Question: "Could you please confirm the ADP and the number of inmate phones in Marcy Correctional Facility?"

Response #31:

Correction, the Marcy facility's average daily population as of 11/27/2007 was 1,105, the number of inmate telephones is 82.

Question #32:

Received: 11/26/07
From: Securus Technologies, Inc.
Question: "Paragraph 3.2.5 Calls to Restricted Devices - The DOCS Directive 4423 prohibits inmates from placing calls to wireless communications devices (e.g. cell phones, pagers.) The introduction of number portability to the wireless telecommunications industry and the preponderance of cellular phones have made the directive difficult to enforce. Describe how your solution can be used to block calls to portable devices.

Item 3.2.5 describes number portability and calls to cellular phones are prohibited under Directive 4423. With a very significant number of inmate families converting home land line telephone numbers to cellular as their only form of telecommunications, is the DOC considering a change to this Directive?"

Response #32:

See official response #12 and #13.

Question #33:

Received: 11/26/07
From: Securus Technologies, Inc.
Question: "Paragraph 3.5.1 Telephones - All devices provided must be hearing aid compatible, include volume controls on the housing, a 24 inch hand set cable and be appropriate for a prison environment. The devices provided must be equivalent to or better than the currently installed devices which are Quadrum Communications Model 7Q. The vendor may propose to reuse currently installed telephones.

Item 3.5.1 allows a new vendor use of currently installed Quadrum telephone sets. Do these telephones currently have 24 inch handsets and are they hearing aid compatible as per this requirement?"

Response #33:

Not all of the existing inmate telephones conform to the requirements of section 3.5.1. It is anticipated that the vendor will reuse existing equipment, any new devices required or repair replacements must meet the requirements stated.

Question #34:

Received: 11/26/07
From: Securus Technologies, Inc.
Question: "Paragraph 3.8.2 Call Recording Migration - Item 3.8.2 requires transfer of recordings from the current vendor system. Could you please provide type of database currently used (ie MS SQL, Oracle, etc.) and format of recorded conversations? If these items exist in a proprietary database and format, it will be necessary for the current vendor to convert them to a non proprietary. Will the current vendor assist with conversion of data, if necessary, and in what data format can we expect the conversion?"

Response #34:

Refer to official response #20 in this document.

Question #35:

Received: 11/26/07
From: Securus Technologies, Inc.
Question: "Will the DOCS consider the integrity of "chain of custody" breached if the current database of existing recordings is converted from proprietary to a non proprietary format during the transition from the current vendor to the new vendor provided that the new vendor will store recordings in a proprietary format?"

Response #35:

The DOCS will accept the reformatting of recordings for the calls affected by the transition from the current vendor to the new vendor.

Question #36:

Received: 11/26/07
From: BestWeb Corporation
Question: "With regard to the price of calls, section 7.2.1 defines 'domestic'

as Continental U.S., plus Canada, and U.S. territories/possessions. That leaves out Hawaii and by many interpretations, Alaska. I would like to propose that the domestic rate be for the 48 contiguous States, and that other States, territories/possessions, and Canada be considered 'international' with individual rates for each location. The reason for this proposal is that the costs incurred by our company are lowest for Continental U.S. compared to anywhere else; also in Canada there is a large difference in costs between lower Canada and remote locations to the north. By reducing the scope of 'domestic' in this way, the domestic bid will be lower, fairer and more competitive."

Response #36:

Domestic rates shall include Alaska and Hawaii. Refer to the ITS-RFP-Modifications document of December 12, 2007. Modification 4 of the RFP should clarify this issue.

Question #37:

Received: 11/26/07
From: BestWeb Corporation
Question: "With regard to billing options, section 7.3.1 says that billing options are restricted to collect and called-party-prepaid; however, this restriction is burdensome for calls outside the United States. Our company offers very attractive international rates but is not prepared to offer collect calls or called-party-prepaid calls to international numbers. Would DOCS permit calls outside the U.S. to use caller-prepaid billing instead?"

Response #37:

No. See official response #24.

Question #38:

Received: 11/26/07
From: BestWeb Corporation
Question: "Mandatory requirements may have alternate, creative solutions that adequately or better address the underlying requirement. Is it possible for proposals to be considered when mandatory requirements are not met in a literal way but are addressed by other means?"

Response #38:

Refer to section 9.3.1 of the RFP. *"The proposals will be reviewed to determine that the bidder has met **all** mandatory requirements. Failure to meet any mandatory requirement will disqualify the vendor from further consideration."* All mandatory requirements are identified by the terms defined in section 2.10 and again in Appendix L.

Question #39:

Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Will the DOCS extend the due date for 2 weeks?"

Response #39:

No.

Question #40:

Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 3.5.1 and 3.5.2. Does the DOCS own the current inmate telephones and portable telephones? Would the DOCS please provide numbers, by facility, of the inmate telephones and the portable telephones?"

Response #40:

DOCS owns all current inmate telephones and portable telephones. Refer to Attachment B for a count of telephones by facility. Portable phones are limited to Hospital Isolation rooms and are estimated to number less than 100 statewide.

Question #41:

Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 3.5.3. Does the DOCS own the current enclosures and pedestals? Could the DOCS provide a count for the enclosures and pedestals by facility?"

Response #41:

DOCS owns all enclosures and pedestals and does not have an accurate inventory at this time however, placement of these devices is limited and used for outside telephones only.

Question #42:

Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Does the DOCS own and support the current workstations?"

Response #42:

DOCS owns all workstations and the vendor provides full support.

Question #43:

Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 2.7 states that subcontractors "must provide the same information including Vendor Responsibility, company finances and staff qualifications." Is the State referring here to Section 6.3, Staff Qualifications, and Section 6.4, Vendor Responsibility, which includes the

Vendor Responsibility Form (Appendix F) and financial information? Do subcontractors also have to respond to Sections 6.1? Section 6.2 is not relevant to the subcontractors.

Response #43:

Refer to the ITS-RFP-Modifications docum ent of Dece mber 12, 2007. Modification 1 of the RFP should clarify this issue. The staff qualifi cations requirement in section 6.3 does not apply to subcontractors. Requirem ents of section 6.4 do apply to subcontractors. The requirem ents of sections 6.1 and 6.2 do not apply for subcontractors.

Question #44:

Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 6.3, Staff Qualifications, asks for information on the individuals who will serve as the primary points of contact for the Vendor to the State. Since the Prime Vendor will serve as the point of contact for the State, is this information required of subcontractors?"

Response #44:

Refer to official response #43 in this document.

Question #45:

Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 3.1.1, System Trunking, seems to imply that the State is asking for a 1:1 ratio of telephone lines (or inmate telephones) to trunks. While this can be provided, it raises the cost of the system, and a vendor can provide very satisfactory service at a lower cost without this. For example, if the vendor provides P.01 grade of service, that means that in the busiest hour of the week, an inmate will have only a 1 in 100 probability of encountering a busy signal when picking up the phone. Would the State please clarify what they are looking for here?"

Response #45:

System trunking requirements are specified in section 3.1.3 and are mandatory.

Question #46:

Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 3.1.5.1, Backup. Does the State require off-site backup of the call recordings as well as the call data?"

Response #46:

Yes

Question #47:

Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 3.1.5.2, Uninterruptible Power. This section requires three hours of power backup in the case that commercial power is lost. In most cases, 15 minutes of power backup is sufficient for most power outages, as well as providing ample time for the facility's own generator to power up. Additional time is very, very rarely required and represents a considerable

expense that will raise the call costs. Would the State consider a 15 minute Uninterruptible Power backup?"

Response #47:
No.

Question #48:
Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 3.4.4, Personal Allowed Numbers (PAN). How often is the inmate allowed to update his/her PAN list?"

Response #48:
Except for immediate family members, revisions to the telephone list (PAN) will only be made when the inmate is due a quarterly review. Regardless of the inmates update capability, the daily PAN list is an automated nightly function, refer to Attachment D.

Question #49:
Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 3.4.6, Personal Identification Number (PIN), states "The proposed solution must validate the PIN number and inmate location prior to allowing each call." Is the State referring here to voice pattern recognition? What functionality is the State looking for here?"

Response #49:
No. The PIN identifies the inmate to the system; (see Attachment D section 1.3.1 for further description of the PIN.) The DOCS requires that the PIN entered is valid <u>and</u> originates from the facility where the actual inmate is located.

Question #50:
Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 3.4.15, Telecommications Devices for the Deaf. How many TDDs must be provided? Will they be used on a facility phone line or must they dial through the inmate phone system?"

Response #50:
See official response #14.

Question #51:
Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 3.5.8, Environmental. Would the DOCS please confirm that the DOCS will provide space for two nineteen-inch racks per facility?"

Response #51:
Confirmed.

Question #52:
Received: 11/26/07

From: Public Communication Services, Inc.
Question: "Section 3.5.9 states "The vendor shall provide full specifications and product literature/brochures for all proposed call processors, servers, storage devices, workstations and related components." Likewise, Section 3.5.10 states "The vendor must provide full specifications and product literature/brochures for all proposed new components." What is the DOCS looking for here? Would the DOCS like to see a list of on-site equipment to be provided, with product literature on the major components as well?"

Response #52:
Yes. The DOCS requires brief product literature on the main components and on all on-site equipment.

Question #53:
Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 3.7.3, Maintenance Window, requires that all scheduled maintenance be performed outside of the normal operating hours. Many routine maintenance functions can be performed while the system is operating, without the need to take the system down. Would the DOCS be willing to consider scheduled maintenance during normal working hours, provided that the maintenance does not require the take down of the system?"

Response #53:
Yes.

Question #54:
Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 3.8, Transition/Migration. Normally, during the transition period to a new vendor, the incumbent vendor maintains and operates their existing equipment as well as handling all billing until the cutover to the new system. Would the DOCS please confirm that this is their expectation, and that they are asking for the new vendor to take the lead in coordinating the transition of services, and not expecting the new vendor to provide inmate telephone services using the incumbent vendor's equipment during the transitional period?"

Response #54:
The DOCS is requesting that the bidder provide a solution to the issues related to transition. Bidder responses will be evaluated.

Question #55:
Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 3.8.2, Call Recording Migration. Normally, the departing provider leaves behind one or more servers to provide access to the call data from their tenure. Hence it is not necessary to migrate the data to the new system, as it continues to be fully accessible to the agency. Would the DOCS consider an arrangement of this type?"

Response #55:
The DOCS is requesting that the bidder provide a solution to the issues related to call recording migration. Bidder responses will be evaluated.

Question #56:

Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 4.1.6, DOCS Access to Customer Information. Would the DOCS please clarify what they are asking for here? There are privacy issues involved in providing access to end-user's accounts. Is the DOCS asking to see balances and activity for debit transactions? Block status for billed-to numbers? Due to privacy constraints, vendors may not be able to provide additional information to the DOCS."

Response #56:

The DOCS is requesting that the bidder identify which elements of the customer record will be visible to the DOCS ITS staff. Bidder responses will be evaluated.

Question #57:

Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 5.3, Performance Objectives, in the first item on the table states that the "Time from vendor receipt of order to working installed equipment" is 20 calendar days. Yet in

Section 1.3 the RFP clearly states: "The goal is to smoothly migrate from the existing ITS to a new system within ninety (90) days of the expiration of the existing contract and with no disruption of service." Would the DOCS please confirm that 90 days is the desired transition period?"

Response #57:

The performance objective in question is a post transition requirement. Ninety (90) days is the mandatory transition period.

Question #58:

Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 7.2.3, Rate Requirements, states that "There shall be no additional charges or fees added to the cost of a call." The incumbent vendor currently charges a bill statement fee of $1.95 and a "USF admin fee" of $0.99 that is added to the cost of collect calls on the end-users' bills, increasing the cost of collect calls by $2.94 per user per month. Are these fees allowed?"

Response #58:

Refer to the ITS-RFP-Modifications docum ent of December 12, 2007. Modification 4 of the RFP should clarify this issue. The fees identified in Question 58 would not be allowed.

Question #59:

Received: 11/26/07
From: Public Communication Services, Inc.
Question: "Section 8.5, Termination, states "The DOCS shall own all elements required to continue the operation of a fully functional production system." What is the DOCS looking for here? A fully functional inmate telephone service includes considerable back-office functionalities, which are proprietary to the vendor's business. Is the DOCS looking for the equipment to provide full access to call data and call recordings after the conclusion of the contract?"

Response #59:

All onsite equipment shall become the property of the DOCS and call data and call recordings will be transferred to the DOCS or the DOCS' agent in a format specified by DOCS.

Question #60:

Received: 11/27/07
From: EMBARQ
Question: "Section 1.2, Since they are not described in Attachment B, would the DOCS provide the site name, physical address, phone number, and a contact name for each of the 15 central office or regional sites?"

Response #60:

The central office and regional sites equipped with any ITS equipment are identified in Attachment C.

Question #61:

Received: 11/27/07
From: EMBARQ
Question: "Section 1.2, Would the DOCS provide the number of inmate phones or workstations required at the 15 central office or regional sites?"

Response #61:

Inmate phones are not required at the central office or regional sites, workstation locations are identified in Attachment C.

Question #62:

Received: 11/27/07
From: EMBARQ
Question: "Section 1.6, Would the DOCS allow a second round of questions after the Official Response to Bidder's Questions is received and after the site surveys are completed?"

Response #62:

See official response #2 relating to site surveys. Any questions will be initiated solely by the DOCS after the Official Response to Bidders' Questions date has passed. *See response to question 102.*

Question #63:

Received: 11/27/07
From: EMBARQ
Question: "Section 3.1.1, Would the DOCS define "yearly availability?"

Response #63:

Availability = Up_Time / (Up_Time + Down_Time) * 100. 365 days per year during operational hours.

Question #64:

Received: 11/27/07
From: EMBARQ
Question: "Section 3.1.1, Does this refer to total system outages or partial system outages?"

Response #64:

Refer to performance objectives n Section 5.1, this refers to priority levels 1 and 2.

Question #65:

Received: 11/27/07
From: EMBARQ
Question: "Section 3.1.3, Would the DOCS provide call concurrency reports for all sites?"

Response #65:

No.

Question #66:

Received: 11/27/07
From: EMBARQ
Question: "Section 3.5.3, Does the verbiage "...pedestals as specified by the DOCS..." mean that the DOCS will specify manufacturers and models, or does this simply mean that the DOCS will specify physical locations, with the determination of manufacturer and model to be left to the discretion of the vendor, with DOCS approval?"

Response #66:

The DOCS will specify physical locations, with the determination of manufacturer and model to be left to the discretion of the vendor, with DOCS approval.

Question #67:

Received: 11/27/07
From: EMBARQ
Question: "Section 3.5.3, Would the DOCS provide an inventory of indoor and outdoor pedestals and enclosures at the 15 central office or regional sites?"

Response #67:

See official response #61. There are no requirement for pedestals or enclosures at the central or regional sites.

Question #68:

Received: 11/27/07
From: EMBARQ
Question: "Section 3.7.3, Our preventative maintenance program entails regularly scheduled site visits to test phones and other on-site equipment on a monthly basis.

This maintenance typically occurs during regular business hours since it does not impact system availability when it occurs; however, read literally this provision would not allow it during regular business hours. To accommodate these important activities, would the DOCS modify 3.7.3 to read: "All scheduled maintenance that impacts system availability must be performed outside of the normal ITS operating hours which is currently 7:00 am to 11:00 pm."

Response #68:

No, the DOCS will not modify the language, see official response #53 which would appear to apply in this case as well.

Question #69:

Received: 11/27/07
From: EMBARQ
Question: "Section 3.8.1.3, Would the DOCS extend the Closing Date for Receipt of Bids (12/27/07) for two months to allow vendors to complete site surveys? Vendors need to complete site surveys prior to developing their bid in order to accurately determine complete costs to provide the services. Allowing adequate time for sites surveys prior to bidding will allow a level playing field as the incumbent vendor has information unknown to the other bidders."

Response #69:
No.

Question #70:
Received: 11/27/07
From: EMBARQ
Question: "Section 3.8.2, In what format are the current recordings stored? Any change in format due to transferring recordings to another system could potentially break the chain of custody."

Response #70:
Refer to offi cial response #20 in this docum ent and official response #35 in the previous Q&A document

Question #71:
Received: 11/27/07
From: EMBARQ
Question: "Section 3.11.2, We read this provision to prohibit any vendor customer service center from being located outside the United States. Would the DOCS allow a customer service center to reside outside the borders of the United States if all end-customer data resided on equipment located within the United States?"

Response #71:
Yes.

Question #72:
Received: 11/27/07
From: EMBARQ
Question: "Section 4.1.6, Would the DOCS define "account status and history"? It is our policy not to disclose non-public, customer proprietary information such as account payment history."

Response #72:
See official response #56.

Question #73:
Received: 11/27/07
From: EMBARQ
Question: "Section 4.2.4, Would the DOCS clarify the required method of notification and what would be considered reasonable efforts to notify?"

Response #73:

Two call attempts: one during normal business hours and one outside of normal business hours would be deemed to be reasonable.

Question #74:

Received: 11/27/07
From: EMBARQ
Question: "Section 7.2, The DOCS is requesting "...a single per minute rate inclusive of all fees, taxes, connect charges or other costs..."

While we agree this pricing structure is desirable, two issues make it unfeasible.

(1) We interpret State law as prohibiting this type of pricing structure. New York State Tax Law, Section 1132 states:

> *"(a)(1) Every person required to collect the tax shall collect the tax from the customer when collecting the price, amusement charge or rent to which it applies. If the customer is given any sales slip, invoice, receipt or other statement or memorandum of the price, amusement charge or rent paid or payable, the tax shall be stated, charged and shown separately on the first of such documents given to him. The tax shall be paid to the person required to collect it as trustee for and on account of the state."*

(2) Even if an exception to this statute can be achieved, current billing and collections agreements for collect calling present an obstacle. LEC-billed calls have taxes applied after receiving billing 'feeds' from inmate providers and without any visibility to us. Without access to every LEC's tax tables to 'gross down' calling rates prior to sending to the LEC for billing and/or the ability to change LECs' billing processes, this pricing structure is essentially impossible to accurately manage.

Would the DOCS please consider amending the RFP to exclude taxes as part of a single per minute rate?"

Response #74:

Refer to the ITS-RFP-Modifications docum ent of Dece mber 12, 2007. Modification 4 of the RFP should clarify this issue.

Question #75:

Received: 11/27/07
From: EMBARQ
Question: "Section 7.2.4, Would the DOCS please provide existing calling rates by call type (local, interLATA, etc.) including a breakout of surcharges and per-minute rates, in addition to any changes in rates that have occurred during the past six (6) months? This information is critical to understanding the calling patterns that the DOCS will be providing."

Response #75:

See official response #4, #5, #6, #27, #28

Question #76:

Received: 11/27/07
From: EMBARQ
Question: "Appendix G, Would the DOCS clarify if they want three references for the Prime Contractor and three references for each Subcontractor? Can these be the same reference if the Prime was partnering with the same Subcontractor on all three references?"

Response #76:

Yes

Question #77:

Received: 11/27/07
From: GTL
Question: "With respect to requirement 6.4.2, Financial Stability, Standard and Poor's or Moody's current report is a more up to date financial reporting medium along with a current 10Q. If last year's audited financials are used, which are 11 months old, they would not properly identify a vendors current financial well being. Would submission of an S&P or Moody's report in lieu of a Dun and Bradstreet report in conjunction with a current 10Q or quarterly financial statements for the periods ending 2nd quarter and 3rd quarter 2007 provide sufficient material to demonstrate financial soundness?"

Response #77:

The requirement of section 6.4.2 is to provide *"the most recent Dun and Bradstreet report and such other materials necessary to demonstrate its financial soundness."* The vendor may submit other documentation supporting its claim to financial soundness along with the D&B. All documentation will be fairly evaluated using a pass/fail method. Refer to the ITS-RFP-Modifications document of December 12, 2007 Modification 3.

Question #78:

Received: 11/27/07
From: GTL
Question: "Can a prime bidder on the RFP response also be the provider of equipment and service (Subcontractor/Supplier) on another company's prime bidder's response?"

Response #78:

Yes.

Question #79:

Received: 11/27/07
From: GTL
Question: "How many TDD units are required by NY DOCS?"

Response #79:

See official response #14

Question #80:

Received: 11/27/07
From: GTL
Question: "Rates and Fees, page 27 of the RFP, Section 7, all of specification(s) of 7.2 Rate Structure; The State request a "Single per minute rate inclusive of all fees, taxes, connect charges or other cost of all call..." Does this include cost normally consider "billing" or cost recovery fees not associated directly with an individual call? For example Single bill fee, a fee added to the called parties home telephone bill, fees charged for setting up direct deposits, using credit cards or other method of payment?"

Response #80:

Refer to the ITS-RFP-Modifications docum ent of Dece mber 12, 2007. Modification 4 of the RFP should clarify this issue.

Question #81:

Received: 11/27/07
From: GTL
Question: "Rates and Fees, 27 of the RFP, Section 7, all of specification(s) of 7.2 Rate Structure; The State request a "Single per minute rate inclusive of all fees, taxes, connect charges or other cost of all call...is it the State's intention that there will be NO Fees or surcharges associated with services outside of providing a tarriffed telephone service such as billing and collecting?"

Response #81:

Refer to the ITS-RFP-Modifications docum ent of Dece mber 12, 2007. Modification 4 of the RFP should clarify this issue.

Question #82:

Received: 11/27/07
From: GTL
Question: "Rates and Fees, page 27 of the RFP, Section 7: Are vendors permitted to charge a onetime surcharge upon call acceptance and a rate per minute, for example $1.28 surcharge and $0.068 per minute or does NYDOC desire no surcharge and a rate per minute only?"

Response #82:

The DOCS requires a single per minute rate without connection fees.

Question #83:

Received: 11/27/07
From: GTL
Question: "Scoring, page 32 Section 9.3.4 the State had dictated "the lowest bidder will receive the full 70 point value; higher bids will receive a proportional point value..." will the State please publish the exact formula with an example of how this will be done?"

Response #83:

No. The formula will be shared with all vendors after a winning vendor has been selected.

Question #84:

Received: 11/27/07
From: GTL
Question: "Regarding Section 8.3 Escrow of Software, how does the State define "unable or unwilling"

Response #84:

The wording is self explanatory, likely synonyms would be can't or won't.

Question #85:

Received: 11/27/07
From: GTL

Question: "Regarding Section 8.3 Escrow of Software: How will the State safeguard the proprietary property of the Vendor?"

Response #85:

It is the responsibility of the escrow agent chosen by the bidder.

Question #86:

Received: 11/27/07

From: GTL

Question: "Rates and Fees, page 27 of the RFP, Section 7, all of the specification(s) of 7.2 Rate Structure; The State requests a "single per minute rate inclusive of all fees, taxes, connect charges or other costs of a call...". Does this include costs or fees solely related to billing and payment methods eg. Cost recovery fees for Bill Rendering (Single Bill Fee), for the establishment and maintenance of customer deposit accounts, credit card fees or fees paid to 3rd party vendors (Western Union) all of which are not directly incurred on a per call basis or associated with the provision of a call?"

Response #86:

No.

Question #87:

Received: 12/05/07

From: Public Communications Services, Inc.

Question: "Section 2.1, Term of Agreement. Will the DOCS agree to a contract provision whereby both parties must agree to renewal after the expiration of the initial three year term?"

Response #87:

No. The term and the conditions of the agreement as specified in section 2.1 will not be altered.

Question #88:

Received: 12/05/07

From: Public Communications Services, Inc.

Question: "Section 3.8 and 3.8.2, Transition/Migration. GTL has a proprietary software system.

Will the DOCS please confirm that GTL will leave appropriate formatting information for the new vendor to access and migrate the data and call recordings from GTL's tenure?"

Response #88:

Refer to official response #20 in this document.

Question #89:

Received: 12/05/07

From: Public Communications Services, Inc.

Question: "Section 3.8 and 3.8.2, Transition/Migration. Please clarify that the new vendor will be able to use all of GTL's equipment currently installed at the facilities, as well as the LazerPhone software installed on it, during the term of the transition to the new platform."

Response #89:

Subject to the terms of the previous contract, all equipment becomes property of the DOCS upon termination. The DOCS will assist the new vendor during transition. The DOCS is requesting

that the bidder provide a solution to the issues related to transition and migration. Bidder responses will be evaluated.

Question #90:

Received: 12/05/07
From: Public Communications Services, Inc.
Question: "Section 3.15, Reporting, requests reports showing "actual duration" and "billed duration." What is the DOCS asking for here? Do you mean billable seconds ("actual duration") and billable minutes ("billed duration") for the purpose of verifying the conversion to billable minutes? Or are you looking for the total time of the call from off-hook to hangup for "actual duration"?"

Response #90:

For the purpose of the reports specified in section 3.15, actual duration refers to the total time of billable seconds. Billed duration shall include the total billed time in minutes as required by section 7.2.3.

Question #91:

Received: 12/05/07
From: Securus Technologies Inc.
Question: "Will the Bid Opening will be a public event? If it is, what time and where?"

Response #91:

The bid opening is not a public event. All bids are due by 2 PM EDT 12/27/07. Financial bids will not be opened until the technical evaluation has been completed. In the event the Bidder is disqualified during the technical evaluation phase, the Cost Proposals will be returned unopened. Refer to section 9 Administrative Procedures.

Question #92:

Received: 12/05/07
From: Inmate Calling Solutions, LLC
Question: "Section 3.4.15 - The answer to Question 14 on this subject references the NY Relay center and TDD operator services. Is there a pre-existing contract for these services or will the successful vendors need to enter into a contract with the providers?"

Response #92:

There is no contractual agreement between the DOCS and the NY relay center and TDD operator services. The DOCS is requesting that the bidder provide a solution to the issues related to TDD. Bidder responses will be evaluated.

Question #93:

Received: 12/05/07
From: Inmate Calling Solutions, LLC
Question: "Question 58 from the previous Q & A - We understand that the issue of additional fees is still being evaluated and that a decision is forthcoming. ICSolutions believes that these charges, while common in the industry may have a significant impact on the overall cost to the paying party. As such, we request that either a) such charges should be prohibited for any vendor participating in this bid, or b) that such charges must be clearly stated in the bid response

as to the equivalent per minute rate impact of these charges. (For example, if a vendor Charges a Billing Cost Recovery Fee of $1.95 per called party per month and the average called party receives 4 calls per month, then this fee has an estimated impact of $0.49 per call or $0.025 per minute for a typical 20 minute call.)

If such charges are to be allowed, we request that the rate table be expanded to require vendors to disclose these charges separately.

Example:

Domestic Calls	Rate per Minute	Monthly/Bill Cycle Fees
	$0.08	$1.95

Effective Rate per Minute Calculation:

Base Rate + Monthly Fees = $0.104375
(4 Calls x 20 minutes per call)"

Response #93:

Refer to the ITS-RFP-Modifications document of December 12, 2007. Modification 4 of the RFP should clarify this issue.

Question #94:

Received: 12/05/07
From: Inmate Calling Solutions, LLC
Question: "Section 7.2.1 and 7.2.2 - We understand that the issue of taxes and regulated universal service fund fees is still being considered by DOCS and that a clarification is forthcoming. It is also worthwhile to note that many regulatory agencies specify the manner of passing through Universal Service Fund charges and often require that these fees appear as a separate line item on the end-user bill. Creating an all-inclusive rate that never has taxes or USF added to it may present a billing challenge for collect calls."

Response #94:

Refer to the ITS-RFP-Modifications document of December 12, 2007. Modification 4 of the RFP should clarify this issue.

Question #95:

Received: 12/05/07
From: Inmate Calling Solutions, LLC
Question: "The successful vendor will likely need to establish a service location within the State to properly manage this account. Does the current vendor have a location in New York? If so, is this office co-located with NY State offices in Albany and would such an arrangement be made available to other vendors?"

Response #95:

It is the sole responsibility of the wining vendor to comply with the requirements specified in section 3.7.4. *"Within 30 days of contract award the vendor shall detail the location and number of maintenance staff, staff experience and procedures to provide on-site maintenance service at all the DOCS' locations with vendor provided equipment to meet the DOCS performance requirements. It is a mandatory requirement of this RFP that the vendor agrees to have maintenance personnel within a three (3) hour drive from each of the DOCS' locations*

throughout New York St ate. Failure to do so will re sult in a breach of contract. A map of the DOCS' facility locations is provided in Attachment A."

Question #96:

Received: 12/05/07
From: Inmate Calling Solutions, LLC
Question: "Section 6.4.2 - Please confirm that the requirement for financial reports is primarily focused on the Prime Contractor. Subcontractors may play various roles, many of which are limited in scope and the provision of sensitive financial data is not warranted."

Response #96:

Refer to official response #43 in this document.

Question #97:

Received: 12/05/07
From: Inmate Calling Solutions, LLC
Question: "General - Please confirm that no bid bond is required for this procurement."

Response #97:

Confirmed.

Question #98:

Received: 12/05/07
From: Inmate Calling Solutions, LLC
Question: "General - The RFP clearly focuses on the end user rates and technology that is compliant with the specifications stated. Will the DOCS consider any additional/advanced technology? If so, where should vendors include such information and how will such options be evaluated/scored?"

Response #98:

The RFP focuses specifically on the business requirements for an Inmate Telephone System only. The DOCS cannot consider any services other than those stated in the RFP, refer to section 9.2, *"The rules established for proposal content and format will be rigidly enforced. Variations from the rules prescribed herein may subject the bidder to outright disqualification."*

The DOCS is always open to vendor solicitation for other products and services through normal channels.

Question #99:

Received: 12/05/07
From: Inmate Calling Solutions, LLC
Question: "General - Please confirm that responding vendors should use Appendix L as the only guideline for proposal response submission. In other words that additional documentation should only be included where noted in Appendix L."

Response #99:

Confirmed. If there is any disparity between Appendix L and the RFP, the RFP language will take precedence.

Question #100:

Received: 12/05/07
From: GTL
Question: "Page 25, Vendor Qualifications, specification 6.1. Second paragraph "The bidder shall submit three (3) client references. Is it the intent of NY DOC that vendors will utilize only their references where they are the Prime contractor and NOT the references of their subcontractors?"

Response #100:
Refer to official response #43 in this document.

Question #101:
Received: 12/05/07
From: GTL
Question: "If taxes are removed from the per minute rate as requested in the questions submitted, will NY DOC provide what state & federal taxes, regulatory charges such as FUSF, State USF, etc are allowed to establish a "level playing field" with what is allowed to be charged?"

Response #101:
Refer to the ITS-RFP-Modifications docum ent of Dece mber 12, 2007. Modification 4 of the RFP should clarify this issue.

Question #102:
Received: 12/05/07
From: GTL
Question: "May bidders ask additional questions beyond December 5 based on NYDOC responses to the outstanding questions previously submitted and/or asked at the bidder meeting but not answered by NYDOC yet?"

Response #102:
Yes, The DOCS has received 27 additional questions since the pre-bid conference, to allow the vendor community enough time to seek clarification on the modifications to the RFP and the new questions and responses contained herein, an extension will be granted. Bidders have until 2 PM December 18, 2007 to ask additional questions. The DOCS will answer all questions by December 21, 2007.

Question #103:
Received: 12/05/07
From: GTL
Question: "Spec 6.4.2 – Page 27 Complaint History: How will NY DOCS evaluate this requirement and how will NYDOC validate self reported responses?"

Response #103:
Bidder responses will be evaluated in a fair and equitable manner.

Question #104:
Received: 12/05/07
From: GTL

Question: "Spec 3.2.5, Page 10: Greater than 10% of all households have no landlines whatsoever and communicate only via cell phone. Would the NYDOC entertain allowing end users to set up prepaid accounts with their cell phone permitted to receive inmate calls?"

Response #104:

The NYS DOCS Directive 4423 prohibits calls to wireless communications devices; until the directive is modified the DOCS will attempt every means to enforce it.

Question #105:

Received: 12/05/07
From: GTL
Question: "Spec 3.2.5, Page 10 and Answer to Questions #12 and #13 from November 29, 2007 Question and Answers. The response to questions #12 and #13 states this requirement is a non mandatory and non evaluated item however Appendix L, Page 4 indicates points are awarded for this requirement. Please clarify whether evaluation points are awarded for this requirement."

Response #105:

Section 3.2.5 shall not be evaluated and no points will be awarded. Appendix L has been modified to reflect the correction. Refer to the ITS-RFP-Modifications document of December 12, 2007.

Question #106:

Received: 12/05/07
From: UNISYS Corporation
Question: "RFP Section 7.2- Rate Structure - As discussed at the bidders' conference, Unisys believes that the current instructions for the price proposal creates ambiguity and will prevent the DOCS from evaluating each vendor on a level playing field.

Can you confirm whether or not the DOCS will permit a per call surcharge for collect or pre-paid calls?

Can you confirm whether or not the DOCS will allow a bill rendering fee or the like for collect calls?

Can you confirm whether or not the DOCS will allow for pre-paid account set up fees, pre-paid account recharge fees, or the like?

Can you please describe how the state intends to evaluate the total cost of each vendors system if it does allow any of these fees?

Can you please remove the requirement to include all taxes, jurisdictional taxes and any other government mandated fees?"

Response #106:

Refer to the ITS-RFP-Modifications document of December 12, 2007. Modification 4 of the RFP should clarify these issues.

Question #107:

Received: 12/05/07
From: UNISYS Corporation

Question: "RFP Section 3.4.15 - TDD Devices - Will the State allow re-use of existing TDD devices?"

Response #107:
Yes.

Question #108:
Received: 12/05/07
From: UNISYS Corporation
Question: "RFP Section 3.7.2 Damage - This provision imposes upon the vendor unlimited liability for damages that cannot be reasonably anticipated or controlled by the vendor. For equipment related damages not caused by a natural disaster, we ask that the DOCS establish a reasonable limit for all replacement and repair liability for the vendor. In addition, consistent with the requirements of section 61 – Savings/Force Majeure of the General Specifications, we request that the vendor not be held liable for damages resulting from natural disasters."

Response #108:
The expectation of the DOCS is that all bidders will comply with the terms and conditions of NYS contracts.

Question #109:
Received: 12/05/07
From: UNISYS Corporation
Question: "RFP Section 8.4 Breach of Services - This provision only provides ten (10) days for the vendor to correct a breach to the DOCS satisfaction. In some cases 10 days may not be sufficient time to correct a breach. We ask that the DOC revise this provision to allow the vendor thirty (30) days to correct any breach."

Response #109:
The current language will not be modified. Given the nature of the requested services where health and safety is at stake, ten days is more than sufficient.

Question #110:
Received: 12/05/07
From: UNISYS Corporation
Question: "RFP Section 8.5 Termination - Would the DOC please confirm that the requirement that all installed equipment, wiring, servers, communications components and related elements become the property of the DOCS without further cost to the DOCS, does not apply to contracts terminated for convenience or default? We believe that if the contract is terminated for convenience or default it is unreasonable for the vendor to be required to turnover to the DOC all equipment, wiring, servers, communications components and related elements, if the cost of these items has not been recouped by the vendor during the course of the contract. As such, we ask that this provision be modified to allow vendors to submit a settlement claim if the contract is terminated for convenience of default."

Response #110:
The requirements as stated in section 8.5 are confirmed. No such provision will be considered.

Question #111:

Received: 12/05/07
From: UNISYS Corporation
Question: "General Question - Is it the intent of the DOCS to negotiate with the successful bidder a final contract that is mutually acceptable to both parties?"

Response #111:
Yes.

Question #112:
Received: 12/05/07
From: GTL
Question: "Is it the intent of NY DOC to migrate the existing non-inmate related services, (Video, Frame Relay, Admin Voice & 800) presently provided by GTL to a service provider of NY DOCS choice on April 1,2008? Please confirm that the Inmate Phone RFP will not cover these services?"

Response #112:
Confirmed.

Question #113:
Received: 12/05/07
From: Securus Technologies Inc.
Question: "According to the paragraph 1.6 Schedule of Events of the NYS DOCS ITS RFP:

Event: Bid Opening Date (Technical Only); Day: Fri; Date: 12/28/07 There will be Bid Opening for the Technical Only section of the RFP.

Question 1. Can vendors be present during the Technical Bid Opening on Friday December 28, 2007? If the answer is Yes, then:

Question 2, What time and where will there be Technical Bid Opening on December 28, 2007?"

Response #113:
Refer to official response #91.

Question #114:
Received: 12/17/07
From: Public Communications Services
Question: "Does the DOCS want bidders to return the RFP, the Answers to Questions, and the Modifications to the RFP with our proposal?"

Response #114:
No. Please follow the instructions contained in section 9.2 Proposal Format. The RFP, Q&A and any modifications will become part of the final contract.

Question #115:
Received: 12/17/07
From: Public Communications Services
Question: "On the Closing Date for Receipt for Bids, December 27 at 2 pm, will there be a public reading of the names of bidders and any additional information?"

Response #115:

No. Bidders were provided with a list of all companies that submitted a Notice of Intent to Bid (Appendix K) at the pre-bid conference.

Question #116:

Received: 12/18/07
From: GTL
Question: "Pursuant to Section 8.2, the winning vendor will provide to DOCS a perpetual non-exclusive license for all software used in the delivery of services under the contract and that such license shall continue after the term of the contract.

Under Section 8.3, DOCS "shall be deemed to have full ownership rights to the software and materials" if the vendor is unable or unwilling to meet its obligations under the contract.

Does DOCS intend that the above referenced language in 8.3 as a complete grant of intellectual property, i.e. the vendor loses all ownership interests in its source code if it is unable or unwilling to meet its obligations under the contract or does DOCS intend that the language in 8.3 will secure DOCS a perpetual non-exclusive license to the software and materials utilized in the delivery of services under the contract in the event that the vendor is unable or unwilling to meets its obligations under the contract?"

Response #116:

Sections 8.2 and 8.3 are exclusive. The intent of section 8.2 is to secure a perpetual license for software required to maintain a fully functioning ITS and compliments section 3.12. Section 8.3 is intended to secure the vendors intellectual property through an escrow agent, should the vendor be unwilling or unable to perform the services contracted for.

Question #117:

Received: 12/18/07
From: GTL
Question: "Per requirement 3.2.3 Accounting Management - Does the NYS DOC seek documentation on the processes involved in the vendors billing reconciliation? Or is the DOC seeking the ability to reconcile call records within its systems?"

Response #117:

The requirements in section 3.2.3 are meant to compliment section 3.9.2 Data Reconciliation, the DOCS intent is for the vendor to provide both.

Question #118:

Received: 12/18/07
From: GTL
Question: "Per requirement 3.3.3 Announcements- .....The event shall be identified and recorded in call detail records. - What event is the NYS DOC referring to? Is the DOC asking for positive confirmation of rate quoting to the customer or just acceptance or denial of the call?"

Response #118:

The event referred to is meant to capture the acceptance or denial of the call.

Question #119:

Received: 12/18/07
From: GTL

Question: "For the purpose of providing clarity and certainty with respect to the operation of Section 8.3 Escrow of Software, would the State agree that the scope of "unable or unwilling" is intended to be defined similarly to the following? "...The escrow agreement shall specify that the software source code and production code and all related material shall be provided to the DOCS at no cost in the event of the occurrence of the following: (i) the institution by or against vendor of insolvency, receivership or bankruptcy proceedings; (ii) vendor's making an assignment for the benefit of creditors; or, (iii) vendor's dissolution or the cessation of its ongoing business. In such event, the DOCS shall be deemed to have full ownership rights to the software and materials...."

Response #119:

The DOCS agrees that the suggested definition provided accurately depicts fragments of the "unable" clause.

Question #120:

Received: 12/18/07
From: GTL
Question: "Pursuant to NYZ DOCZ response to Question 102: GTL is concerned that a response date by NY to additional question on December 21st will create a delivery problem on the RFP response for all bidders. Shipping anything this time of year can be problematic. Will the State considering moving up the deadline for answers to December 20th or push the RFP due date back one day to December 28th?"

Response #120:

After discussion with New York State control agencies and in consideration of the Holidays and the delivery difficulties that could be encountered, and to ensure that all vendors have sufficient time to review all Questions and Answers and prepare their bids, the DOCS will extend the Bid Submission date to January 4, 2008 at 2:00 PM EDT.

The extension will have the following impact upon the project schedule:

Event	Day	Date
Release of RFP	Mon	11/05/07
Registration for Pre-Bid Conference Due	Tue	11/27/07
Mandatory Pre-Bid Conference	Thu	11/29/07
Final Written Questions Due from Bidders	Tue	12/18/07
Official Response to Bidders' Questions	Thu	12/20/07
Closing Date for Receipt of Bids	Fri	1/4/08
Bid Opening Date (Technical Only)	Mon	1/7/08
Selection of Contractor	Wed	1/30/08
Contract Signed by the DOCS and Contractor	Wed	2/6/08
Contract Award (Office of the State Comptroller Approval)	Fri	3/28/08
Project Initiation Meeting	Mon	3/31/08
Implementation Complete	Mon	6/30/08

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UNISYS

15 January 2009

Mr. Michael Mulrooney, Integrated Communications Manager
State of New York, Department of Correctional Services
Management Information Services
1220 Washington Avenue
Albany, New York 12226

Subject: Unisys NYS DOCS Inmate Telephone System Proposal

Dear Mr. Mulrooney:

Enclosed are copies of two technical documents from our proposal in response to the New York State Department of Correctional Services Request for Proposal for An Inmate Telephone System. These documents have been redacted in accordance with the disclosure exemptions provided in NY State Public Officers Law, Article 6, §87, Sections 2 (c) and 2 (d). We submit that the redacted material, if disclosed "would impair present or imminent contract awards or collective bargaining negotiations; and are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.

In particular, Unisys considers the redacted technical information regarding our ITS architecture as proprietary and as such is kept secret by Unisys. Access to this information would harm Unisys by providing our competitors with detailed information about our system components and therefore costs. Our approach detailed in this information has enabled Unisys to provide the State with the lowest inmate telephone system rates and best value. Releasing this information would not only harm Unisys but harm future procurements by NY State because of the damage to the integrity of the competitive procurement process created by our competitors having access our proprietary information and pricing development strategy.

If you would like to discuss this further, please do not hesitate to call me at 703-439-6282.

Sincerely yours,

Paul Nicandri
Unisys NYS DOCS ITS Program Manager

cc: Catherine Solibakke, William Wotherspoon

New York State
Department of Correctional Services
Inmate Telephone System

UNISYS
Imagine it. Done.

Part I: Technical Proposal
RFP Number: DOCS RFP MIS ITS 07-001

January 4, 2008

Unisys Corporation
11720 Plaza America Drive
Tower III
Reston, VA 20190

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Executive Summary

Unisys is proud to join Value Added Communications, Inc. (VAC) and ShawnTech Communications in submitting our response to the State of New York Inmate Telephone System (ITS) Request for Proposal (RFP). The Unisys Team brings a powerful combination of people, experience, technical solution, and delivery approach that makes us the optimum choice to implement the State of New York's next generation ITS.

Experience and Ability

As a global leader in providing professional consulting and staffing services to clients worldwide, Unisys offers the New York State (NYS) Department of Correctional Services (DOCS) depth and breadth of experience in service delivery and project administration. Unisys has had a strong presence supporting NYS agency initiatives for over 30 years. We have developed a core competency, backed by a proven track record in providing technical support personnel, through decades of experience partnering with NYS Agencies. Unisys has an in-place combination of a local account management team, our Contract Manager, refined processes and exceptional resource capacity, along with our candidate qualification methodology that have been fully developed and proven at the State. Our references at the Department of Taxation and Finance, Office of Temporary and Disability Assistance and our history with the Office for Technology are a testament to our experience, ability and commitment to successfully deliver IT projects. Our collective inmate telephony experience is unparalleled in its breadth which covers federal, state, and local institutions.

The Unisys solution provides significant and unique features that give NYS DOCS the best combination of low rates, secure and reliable systems, staff qualifications, and experience. Unisys and our teaming partners Value Added Communications, Inc (VAC) and ShawnTech Communications understand your business, goals, and requirements. Unisys strongly believes that our proposal exceeds the requirements specified in RFP and will provide the "best value" to the State. We look forward to continuing to work closely and cooperatively with NYS DOCS in providing technical support personnel and the quality of work and services specified in the RFP.

We offer next generation ITS hardware and software to provide the optimum solution for the next-generation ITS. Our team has extensive experience designing and providing ITS solutions for Federal, state and local prison populations; installing and maintaining large-scale nationwide and state systems; and working in partnership with our customers to develop enhanced solutions. Our proposed staff has successfully managed large-scale telecommunication system programs; possess knowledge of State of New York policies, procedures, and culture; and have hands-on experience with the full range of correctional systems. The team has more than 100 years of combined experience delivering solutions in the corrections and law enforcement arena. We offer a proven solution with a user learning curve that is lower and shorter than any other approach. Our delivery and transition approach is optimized to mitigate critical risks to the NYS DOCS ITS program. We have significant experience transitioning local, state, and Federal ITS systems, and our customers are highly satisfied with our delivery results.

Unisys is proposing the VAC Focus system to meet the requirements of the State of New York ITS. In addition to providing a smaller, high-density hardware footprint and technological refresh capabilities, the Focus system can be quickly installed, requires low maintenance, and provides the user choices in advanced remote or local monitoring and configuration capabilities. Our ITS solution is highly reliable and resilient. For example, in November 2007, we averaged less than 0.17 trouble tickets per site for our Federal Bureau of Prisons (FBOP) customer with no down time for any of the 94 systems in production that support nearly 6500 phones and 180,000 inmates.

We are highly qualified and experienced in migrating customers from legacy to next-generation systems as evidenced by our most recent transition of over 100 FBOP sites while meeting every milestone. Our ITS solution is designed to be easy to install, and we will have ShawnTech field support staff located within three hours driving distance of all State of New York correctional facilities. Based on these facts and considerations, the Unisys Team is confident we offer the State of New York *the lowest cost and lowest risk solution* for the ITS

Our team is the right team to deploy and maintain the NYS DOCS ITS at the lowest per minute rate. The full intellectual property and research and development capabilities of Unisys and VAC will be brought to bear on the State of New York's needs The Unisys Team represents the best choice to achieve the next-generation of inmate telephone capabilities We understand that, in addition to the State of New York's need to meet basic ITS operational requirements, the State also faces challenges such as the need to detect and prevent criminal or other inappropriate inmate conduct. Our solution incorporates outstanding three-way call detection capabilities In addition, we offer optional security and investigative services such as automatic verification of inmate callers through voice recognition plus key word and phrase scanning of recorded calls. We are developing enhancements to the required capabilities – putting us in an advanced position and making us the only ITS provider that can reliably help the State realize full potential of the ITS With the Unisys Team solution, the State of New York will have a system with more functionality and greater dependability than any alternative offering, and one that takes full advantage of latest advancements in technology to assist the State in satisfying future needs.

The Right Team

The Unisys Team is committed to the successful delivery and operation of the State of New York ITS. We understand State policies and procedures, and we have successfully developed, delivered, and maintained an ITS for the FBOP and the states of Colorado, Missouri, Washington, and Pennsylvania. The Unisys Team's proposed program management staff understands the corrections environment and has a demonstrated ability to exceed customer expectations.

The Unisys Team is focused on bringing the most qualified and skilled staff, with the highest level of expertise and best-in-class capabilities to this engagement Together, the Unisys Team represents this optimum mix of attributes We have created a truly integrated working partnership for the delivery and operation of the ITS. This partnership is built on:

- ✓ A shared commitment to the success of the ITS
- ✓ Meaningful and open communications
- ✓ Accountability for results
- ✓ Trust
- ✓ Flexibility
- ✓ Risk sharing

As the prime contractor, Unisys will be responsible for the overall effort and will provide leadership to achieve success.

Table 0-1 provides a summary of the qualifications the Unisys Team brings to the program.

Company	Capabilities
UNISYS	Headquartered in Blue Bell, Pennsylvania, Unisys is a publicly held Fortune 500 company with nearly $6 billion in annual revenue. We have a proud 118-year history of creatively helping businesses and governments apply information technology (IT) to achieve new levels of competitiveness and success. *Our 36,000 employees serve more than 50 000 clients, including more than 1,500 government agencies* worldwide, as well as over 900 local governments. Unisys is one of the largest IT solutions providers and manufactures of some of the most reliable, high-performance servers in the world. As a major systems integrator, Unisys has successfully met some of the most complex commercial and federal IT implementation challenges. Unisys is also one of the world's largest telecommunications system integrators and a global leader in biometric research, development, and application. Our expertise in both areas will provide the State of New York with an unparalleled source of industry expertise and capabilities. Unisys has more than 100 telecommunications service provider customers in 40 countries. Our speech recognition solutions group has been awarded four patents and currently has six patents pending. Over the last 3 years, we have spent more than $1 billion on research and development (R&D) to maintain our competitive edge in the IT market
VAC	Value Added Communications, Inc. (VAC) was formed in 1988 to provide automated, cost-effective call processing technology and services to the telecommunications industry. Since 1998, VAC has been an integral component of the Federal Bureau of Prisons inmate Telephone System program. VAC has installed its state-of-the-art call processing technology in all Federally controlled confinement facilities across the United States. VAC's extensive experience managing inmate telephony projects and managing call revenue allows the Unisys Team to leverage lessons learned by the company on previous engagements and benefit from VAC's knowledge and understanding of deploying and operating inmate telephony systems in the Federal and state corrections environments.
SHAWNTECH	ShawnTech Communications, Inc. is a full-service provider of telecommunications products and services. ShawnTech engineering expertise includes the design, installation and servicing of computer based digital network communications systems (and related peripheral components). ShawnTech specializes in the corrections marketplace, responsible for service and 24/7 problem resolution in 9 states covering over 350 State, County, and City correctional facilities.

Table 0-1 – The Unisys Team. Unisys brings a team with exception background and capabilities in providing ITS solutions across the U.S

One of the strengths of the Unisys Team is our R&D investment in Unisys produced hardware used to satisfy current industry and government requirements. Unisys is the only ITS prime that manufactures hardware. The Unisys Team offers the State an unmatched ability to ensure high ITS reliability and system performance. We provide some of the most reliable and scalable servers in the world. For example, our hardware is used by global financial service institutions and telecommunications providers to process trillions of dollars of transactions and millions of voice communications per day, respectively. To ensure we are always able to provide the levels of performance our clients expect, Unisys maintains strategic and collaborative relationships with the leading IT vendors. We share, for example, enterprise-class competency centers with Microsoft and Intel, which are chartered to provide highly qualified expertise and deploy highly reliable solutions in a Windows operating environment.

VAC has a proven record of supporting correctional customers over the past decade. In 2004, prior to the FBOP contract, Unisys conducted an extensive evaluation of ITS vendors and products (e.g., Securus, ICS, and Radical) and determined that VAC offered the mix of solution functionality, quality-driven services, and familiarity of the environment that is essential to ensuring ITS program success. VAC's inmate calling solution—Focus—meets or exceeds all of the technical requirements of the RFP. Unisys considers VAC a best-in-class inmate telephony solution provider. While our teaming arrangement with VAC is typically non-exclusive, VAC is our only choice for partnering in the inmate telephone market. Over the past two years, Unisys and VAC have built a solid working relationship, and we are confident of our ability to partner with the State of New York for the successful rollout of the next-generation ITS.

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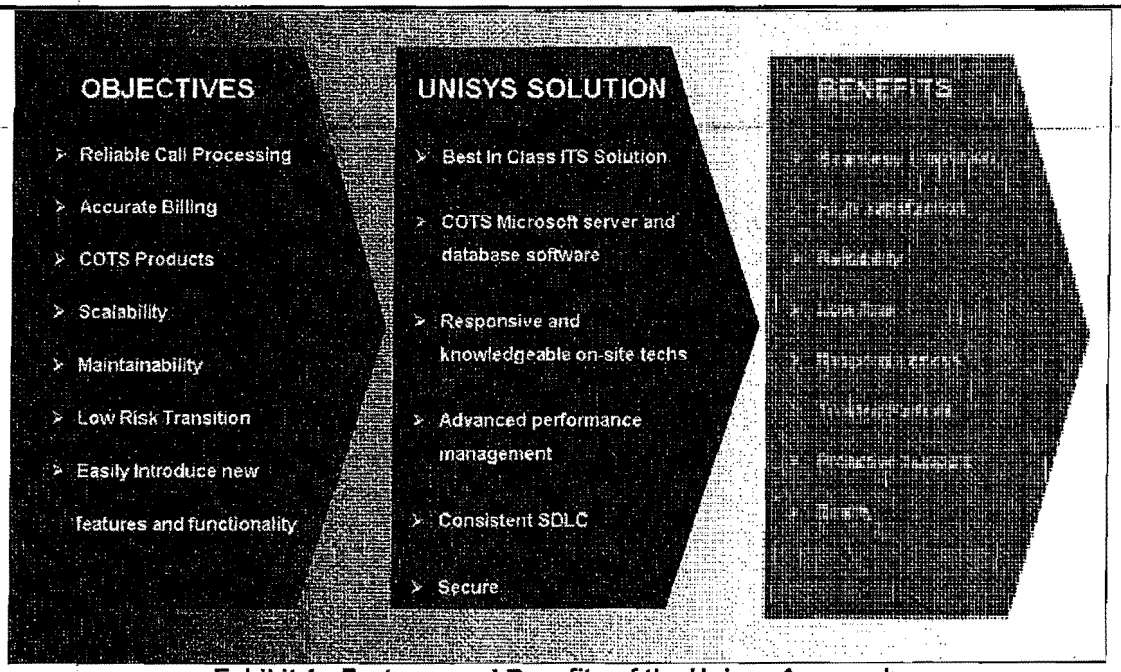

Exhibit 1 - Features and Benefits of the Unisys Approach

Program Management and Key/Critical Personnel Highlights

The best service companies are a reflection of the quality and commitment of their employees. We have selected a proven and well-experienced staff of senior managers and engineers for the NYS DOCS engagement who have made substantial contributions to each partners' corporate success. Each proposed staff member has the breath and depth of relevant experience and qualifications required to effectively support a high-visibility DOCS ITS and telecommunications program.

The Unisys Team's NYS DOCS ITS program organization is structured to leverage the core capabilities of each company and to ensure the implementation and management of the effort in the most efficient and cost-effective manner. There is no duplication of effort between prime and subcontractors on our team. Unisys has a strong history of fostering integrated and "badgeless" program organizations comprised of well-motivated and client-focused staff. The processes and tools outlined in our proposed Program Management Plan (including the use of a web portal), have proven successful in Unisys' management of large IT projects and have demonstrated effectiveness in enhancing team communications. The following Table 0-2 provides a high-level profile of the Unisys Team senior leadership personnel.

Unisys Team Sr. Leadership	Key Responsibilities
Mr. Robert Bratt, Unisys Justice Practice and Managing Partner Executive Sponsor for State of New York ITS	– Lead for all Unisys' Department of Justice and Inmate Telephone projects – 28 years of extensive experience overseeing, managing, and implementing complex multi-million dollar programs – Over 22 years with the DOJ, where he demonstrated the ability to navigate and resolve difficult budget, development, implementation, schedule, and delivery issues associated with IT projects and U S. Federal policy programs – Served as the PM on an $800-million program for Telcordia Technologies, a CMM Level 5-rated telecommunications software company
Mr. Naren Patel Customer Relationship Executive	– 30 years experience with Unisys – Focused on State of New York government clients for the past 22 years – Albany Chamber of Commerce and the NYS Business Council – Member of the NY Public Welfare Association (NYPWA), – Member to the Best of New York Board of Directors for Digital Government – Member of the Advisory Council for the Government Technology Conference (GTC)
Paul Nicandri, Unisys Program Manager	– Responsible for the entire scope of the engagement and the delivery of the ITS solution and for the overall solution deployment to the correctional facilities – 14 years of experience managing projects – More than 12 years supporting telecommunications projects including the FBOP ITS-3
Steve Hodge, VAC Chief Architect	– Chief Architect of the Focus system and proposed State of New York ITS solution – Responsible for the overall solution architecture and will manage the development and architecture teams – Co-founder of VAC; Executive Vice President of Product Development – Over 20 years of experience in the telecommunications industry with KTI Corporation and VAC
Keith Eismann, VAC Program Manager	– Worked in the telecommunications industry for over 23 years and is one of the pioneers of the Inmate Telephone Services Industry – Spent 20 years with MCI Communications/Verizon where he was instrumental in the development and management of MCI's Inmate Telephone Services division – Directly responsible for the sales, contract negotiation, financial development and on-going executive level management of each of MCI's Inmate Telephone System Customers to include the States of Florida, New York, Louisiana, Ohio, Virginia and Colorado as well as many large County customers to include Dallas County Texas, St. Louis County Missouri and Hillsborough County Florida.
Tillman Mosely, ShawnTech Program Manager	– Over twenty (20) years of project management experience, nine (9) of which have been supporting ShawnTech's inmate telephone maintenance contracts – Senior Project Installation Manager – For the NYS DOCS contract Mr. Mosley will be responsible for managing the on-site installation process (inmate phones, call control systems) for the inmate telephone contract.

Table 0-2 : The Unisys Team Leadership

Software Development

The Unisys Team's Software Development Plan (SDP) establishes the controls and framework for all software development activities, ensuring all requirements are completed on schedule and per high-quality standards. The Unisys Team's SDP includes use of the most current methodologies and templates for meeting the State's expectations and requirements. Although a repeatable process of sequential order, the plan enables multiple development efforts to be executed simultaneously. All software will be

developed in Plano, Texas, by VAC employees, with quality assurance and testing oversight provided by Unisys.

Installation and Transition Highlights

Unisys, VAC, and ShawnTech personnel will share ITS installation responsibilities. The combined resources of our personnel will facilitate a highly effective implementation of the ITS. The use of a standardized ITS architecture, combined with a well-documented installation plan and our team's installation experience, will substantially reduce associated learning curves, reduce risks, and help ensure on-time installation.

Our Implementation and Migration Plan provided as an Attachment to this proposal is comprehensive and designed to meet the 90-day transition period established by the DOCS. In developing the plan, the Unisys Team took advantage of its extensive NYS DOCS experience and inputs provided by current Unisys, VAC, and ShawnTech personnel to provide a plan that can be used from day one.

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Call Billing, Collection, and Validation

A growing number of recipients of inmate telephone calls subscribe to and receive telephone service from less-expensive Competitive Local Exchange Carrier (CLECs) services. The disadvantage of these CLECs to inmates is that most do not have billing arrangements with other telephone companies; making the receipt of collect calls impossible. This directly limits the ability of inmates to place collect calls to desired parties that use such CLECs. VAC developed a solution that allows anyone to receive calls from inmates, regardless of their Local Exchange Carrier (LECs). Our solution comprises three components, which provide the following calling benefits:

- ✓ Performance of multiple calculations from various data sources to determine if a call can be billed.

- ✓ Compilation of call information that is not available in the Line Information Database (LIDB) from multiple sources to assist in performing billing calculations.
- ✓ Provide household customers with a quick, secure, and reliable method of accepting and paying for prepaid calls.

VAC also provides services and capabilities that include credit validation, predetermined spending limits, a knowledgeable/courteous/multilingual Customer Service Department, and a host of payment options to fit the called party's needs. The process encompasses proprietary systems and services, which offer a safe and viable alternative to collect calls.

Performance Management Highlights

The VAC Technical Assistance Center (TAC) uses the Advanced Host Monitor network management suite for real-time network/systems status and for trouble notification. The Focus system sends critical alarms and alerts in real-time to Host Monitor and "remote agents" which are constantly checking the system health are polled every 10 minutes Some of the tasks performed by Host Monitor are:

- Hardware diagnostics
- Log file monitoring
- Call activity monitoring
- Critical service and application status
- Scheduled maintenance tasks status
- Disk space checks
- Minimum available RAM check
- Excessive processor utilization check
- Disabled inmate phones check
- LIDB failures check
- Event log warnings and alarms
- Network events

AT&T will also provide Unisys with online access to traffic summary reports which track access line use as a percentage of the available bandwidth. This comprehensive view of usage data will provide the team with a valuable tool to effectively monitor and manage our WAN bandwidth use and plan for future upgrades. Network Usage Reports are available 24 hours a day, seven days a week except during maintenance Graphical reports are available on a daily, weekly and monthly basis The daily graphical reports display the 15-minute inbound and outbound traffic profile (except for usage-based circuits where 5-minute traffic data is used) as well as the peak and average traffic statistics of the day. The weekly and monthly graphical reports display the inbound and outbound traffic profile as well as the peak and average traffic statistics for the corresponding time-frame.

Operations and Maintenance Highlights

The integration of the ShawnTech field operations staff and the resources of the TAC will ensure streamlined operations, maintenance, and professional solution team support for the State. VAC's extensive experience providing telephonic support for FBOP and several state prison systems will benefit NYS DOCS by minimizing maintenance ramp-up and orientation periods normally required on this type of engagement Once the NYS DOCS ITS is operational, the TAC will be the single point-of-contact for

maintenance and operational issues. Technical experts will use the latest available diagnostic tools and knowledge bases to perform first-level technical triage on all maintenance calls received from DOCS staff or ShawnTech. Should on-site support be required, Unisys or ShawnTech field staff will be ready to respond. VAC's 19-plus-years of experience in the inmate telephony business combined with Unisys' more than 30 years of field support expertise and ShawnTech's 9 years supporting the NYS DOCS will ensure high-quality, comprehensive NYS DOCS ITS operations and maintenance support

Capability Enhancement

The Unisys Team also offers proven system integration expertise that can help ensure development of solutions to enhance the State's contribution to the fight against fraud and other criminal conduct by integrating functionality such as word spotting, voice verification, and cell phone detection into its' ITS. We have worked with companies such as Nuance, ScanSoft, VoiceGenie, Diaphonics, Vocent, Trade Harbor, and Nexidia, which provide speech technology to the telecommunications, financial services industry and U.S. Federal Government. We also have extensive relationships with AirPatrol and Comcucat Research, manufacturers of best-in-class cell phone detection technology. VAC Focus systems can also be easily integrated with VAC's VSCAN word search application, which is currently being used by Maricopa County, Arizona.

Summary

As an industry leader in providing world-class inmate telephone systems, the Unisys Team is committed to working in partnership with the State of New York to meet your ITS goals and objectives. We will do so by implementing best-in-class hardware and software, leveraging existing capabilities and knowledge, and driving increased productivity to lower operating costs and rates. We offer the State of New York an ITS solution built for and proven in multiple corrections environments. The ITS solution offered by the Unisys team is reliable and scalable. Our solution will efficiently accommodate system enhancements and additional future functionality, security and fault/tolerance redundancy. We are also confident that we are the team best suited to work with the State to identify new system capabilities and services that will increase your ability to detect and eliminate criminal activities conducted over the ITS.

As summarized in Exhibit 2- The Unisys Approach, the Unisys Team is confident that we offer the State the best value ITS solution and associated services. Our approach assures proven best practices in management of large-scale systems. Our well developed plans and approaches for quick start up and low-risk transition from legacy to next generation systems facilitate fast, low-risk installations and our field force will offer reliable and responsive on-going support. We are excited about the opportunity to work with you to deploy and maintain a highly reliable and robust ITS solution

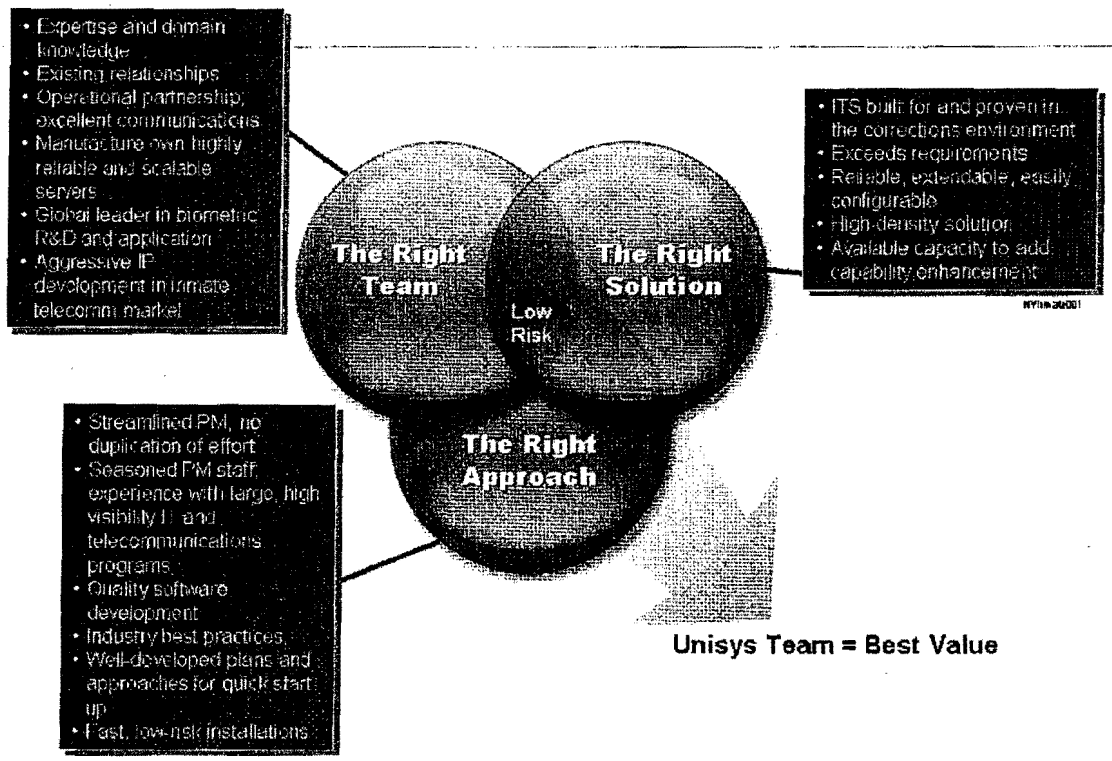

Exhibit 2- The Unisys Approach

RFP Appendix L

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Our distinguished role and long history in outsourcing and managed hosting services demonstrates our capability to support NYS DOCS For more than 25 years, Unisys has provided our customers with security, integrity, and managed services on a global scale, as illustrated in Exhibit 4 - Unisys History of Outsourcing

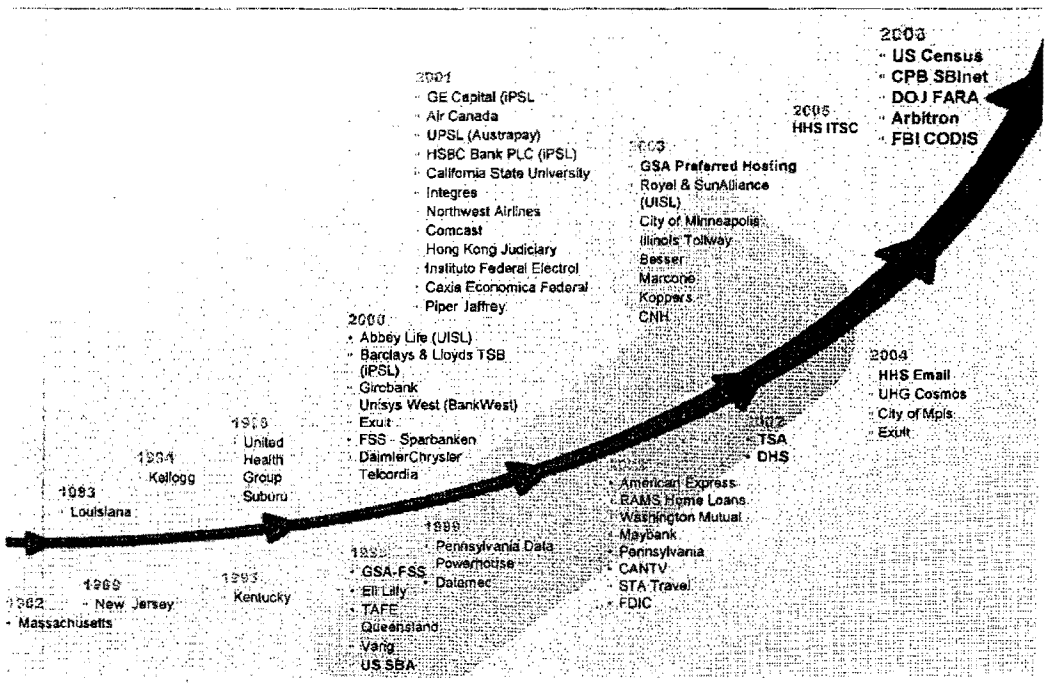

Exhibit 4 - Unisys History of Outsourcing

Unisys 25 Years of Outsourcing Services. *Our years of experience including both commercial and Government customers is a measure of assurance to the NYS DOCS that Unisys has the expertise to ensure a highly reliable and available support services environment for the mission critical ITS system*

1.1.1 VAC Focus Inmate Calling Platform

The Unisys solution meets or exceeds all the requirements set forth in the RFP and is proven in the correctional environment. The Unisys Team solution uses the highest quality COTS hardware products— products that are highly reliable and scalable. The solution will provide maximum system availability, efficiently accommodate system enhancements and additional future functionality, and result in the best value over the life of the ITS contract.

The engineering of the VAC Focus system began approximately 17 years ago, when VAC began evaluating the possibilities of creating a system to meet the growing challenges of the inmate calling industry (e.g. size of equipment, growth of the user population, rate of technological advancements, and systems costs) The result of this evaluation and engineering process was a

system designed specifically to meet the anticipated needs of the statewide or nationwide correctional systems

Meeting the NYS DOCS robust requirements will require that these systems combine multiple, low-density switching units The Focus system is easily configurable to comply with the requirements of multiple institutions, high-population facilities, and various voice and data transmission platforms, as well as accommodate new trends in technology Focus Servers use a Microsoft SQL Server database that contains the call processing data, call type, log files, and voice codes with corresponding descriptions and runs on a single or multiple (campus sites) Windows 2003 Server using Microsoft SQL Server 2003 to access/store the persistent information. The system will utilize a Redundant Array of Independent Disk (RAID) 5, providing a double layer of system redundancy The systems will be equipped with Dialogic® Host Media Processing Software Release 3 0 for Windows providing security-enhanced media-processing to support the initiation and termination of SIP-based control for TDM to IP voice and data integration.

VAC's research and development group has been responsible for developing products used at hundreds of call processing installations. The company also has a wide array of software and hardware products that support premise and centralized call processing systems and well as the billing, collection, and fraud control systems necessary to support ITS clients

Each individual involved in VAC research and development activities leverage development processes that enable complete product life cycle management based on the needs of target markets and end users.

As demonstrated above, Unisys and VAC have made a substantial investment in R&D resources and facilities focused on meeting our customers' current and future the information technology and communications systems needs These initiatives also demonstrate our dedication to building strong business alliances that enable us to effectively integrate our business partners' products to meet our customers' needs. They are available to the NYS DOCS and can be used to help determine how to best apply advances in technology to the DOCS IT environment and organizational mission and objectives.

1.1.2 [redacted]

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Exhibit 5 - Rack Elevation Drawing for Call Processing Equipment

1.1.3 NYS DOCS ITS Environment

Unisys will provide NYS DOCS with secure and reliable ITS infrastructure and services. The NYS DOCS ITS environment will include or benefit from the following:

- Secure cages within buildings secured to comply with all Federal NIST 800/FISMA standards; protection of all government data as "Sensitive But Unclassified" information, with strict physical access control
- Secure cages for rack mounted servers, labeled consistent with the Unisys naming standards, and documented accordingly
- Dedicated, secure areas allocated for storage of equipment upon receipt until needed for operations, including an automated system for inventorying equipment
- A secure, state-of-the-art environment capable of sustaining continuous operations (e.g., raised floor, electrical, fire control, backup power source and/or generator, temperature control, humidity control, physical security)
- 24x7 Operations to monitor Production and Backup Systems and applications
- Escorted access into the data center for staff and approved contractors at all times (with four hours advance notice)
- A secure off-site storage facility provided by Iron Mountain for database backup tapes; transportation required to store and retrieve the tapes to/from Iron Mountain
- A secure, controlled access work area for use by staff and approved contractors to meet and/or work on an as-needed basis, equipped with a speaker phone and meeting room furniture, and available connectivity to the equipment housed in the data center
- VAC TAC monitoring and administration support for Production, Development, Test, and Integration

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Exhibit 6 - NYS DOCS ITS Voice Architecture

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Exhibit 7 - NYS DOCS ITS Data Backup Process: *ITS data is backed up at multiple levels to ensure data availability and integrity*

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1.6 Single Clock Source [RFP Section 3.1.6]

The proposed Focus ITS System will utilize a single clock source for all inmate call processing equipment and general system function. All Focus equipment utilizing time source is traceable back to the Naval Observatory Atomic Clock, ensuring that all call processing equipment, call detail, and recorded conversations will be synchronized to a single time source.

1.7 Recording and Monitoring [RFP Section 3.1.7]

The proposed Focus System includes "Shadow" an integrated recording and monitoring platform. Shadow will allow for real-time monitoring of live conversations on inmate phones, plus store and replay of historical conversations with the option to store conversations to portable media. Shadow is a full featured recording solution and offers a multitude of options for Authorized System Users. It will meet and/or exceed each of the DOCS recording and monitoring requirements.

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until the same Authorized User un-locks the call.

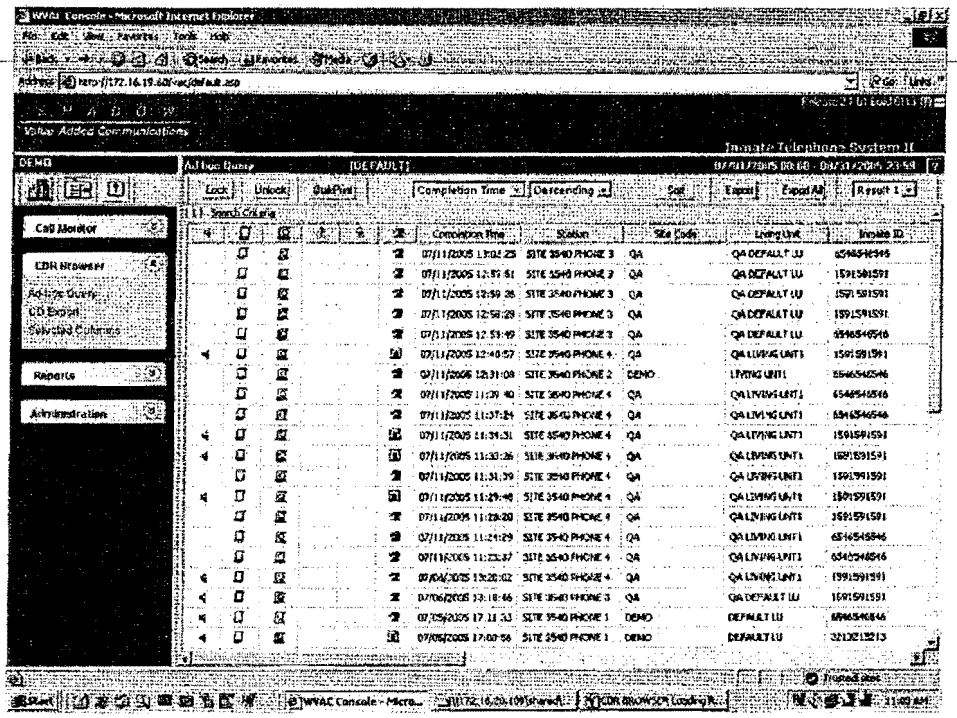

Exhibit 8 - Recording Lock and Unlock Feature

1.7.3 Chain of Evidence [RFP Section 3.1.7.3]

All recordings of completed calls contain the entire announcement to the called party and the acceptance digit being dialed. This enhances the value of the recordings as evidence in a criminal proceeding. Recording continues until either party hangs up.

For court proceedings and evidence purposes, the ad-hoc query function enables authorized administrative users to generate a virtually unlimited array of inmate call record queries and reports. The user may customize their search of recorded calls by housing unit, individual station, by inmate, called number, date, start time, stop time, type of call (collect or debit), duration of call and a variety of other criteria. From this report, the authorized user can select any or all of the calls to listen to, add notes to and/or export to a CD for evidentiary use.

When copying the recordings to CD the user has the ability to choose between 3 options Data CD, Audio CD, and CD Lite. The first option, Data CD, stores the recordings with all pertinent call data including time, date, inmate, station, called number, carrier, etc. The Data CD can be played from any Windows® 98 OS or later PC/Laptop using the VAC provided selector application (for sorting and searching recordings on the CD) and VAC Media Player. The VAC Media Player provides many desirable features over competing players such as strong editing, looping, magnifying, step function, speed up, slow down, book marking, etc. Additionally, the CD can be encrypted using strong 3DES encryption. The intention is for the Data CD to provide a "chain of custody" that guarantees that the recording was made on the System and has not been altered. Any deliberate or accidental alteration to the recording would disturb the security

envelope and be immediately detectable. This could be very valuable in those cases where the origin and handling of the prosecution evidence is being contested.

The second option - Audio CD records the inmate calls to CD as standard audio files. The Audio CD can be played in any CD player including automobiles, boom boxes, PCs, etc. The files can be copied from the CD for distribution if desired. These files, as with any of the "standard" WAV or MP3 files, can be edited with standard audio editing software and therefore would not be considered appropriate for court evidence.

CD Lite is for the non-discriminating user that wants to copy the data quickly to CD and does not require the feature rich VAC Media Player or encryption of the Data CD option. The CD Lite option allows the user to play the recordings without the CD loading any Active-X controls or files on the playing computer.

1.7.4 Retrieval [RFP Section 3.1.7.4]

The Focus System integrated recording platform "Shadow" files all recordings within each Call Detail Record (CDR). Authorized staff will have access to all CDR files and associated recording from any System workstation. Users may review CDR files and associated recording through the Focus System's "Search Feature" – CDR Browser Ad-Hoc Query. This ad-hoc query function enables authorized users of the system to generate a virtually unlimited array of inmate call record queries and reports.

A CDR is indexed by date, time, ANI, PIN, terminating number and textual notes. Once the desired CDR file is located the user simply clicks on the desired CDR to review the associated recorded conversation. The process is quick, simple, and Unisys has engineered the WAN with enough bandwidth to support the required twenty (20) second download.

Once an authorized user has accessed an individual recording the data screen allows the user to view call records within a facility, select parameters, view call details, play recordings, select or hide columns, and sort data.

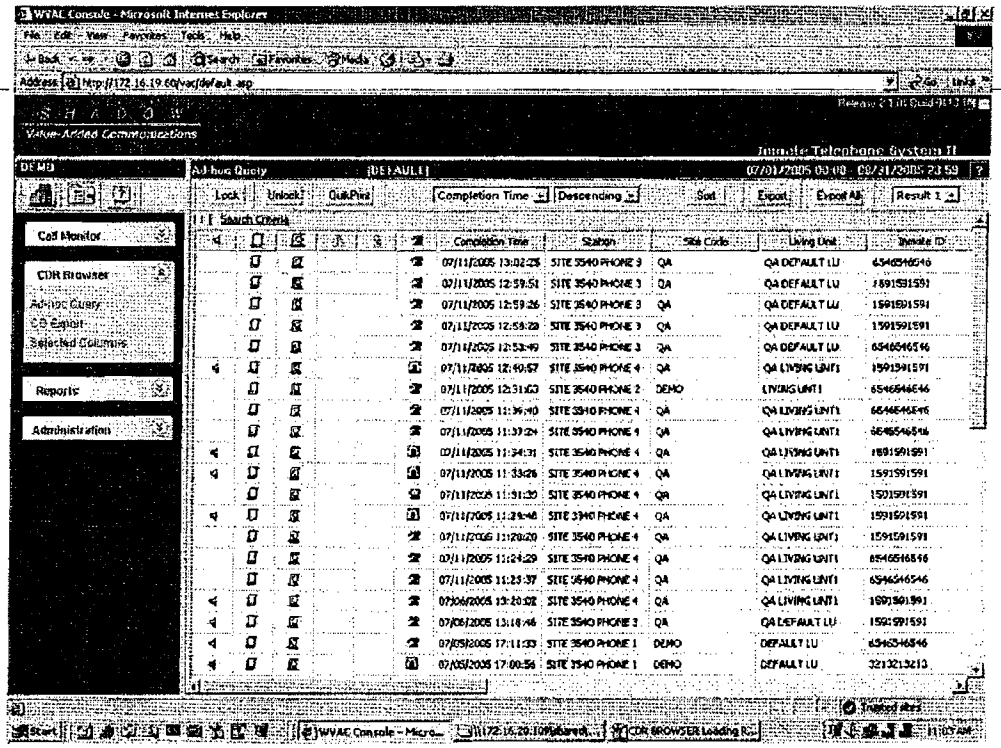

Exhibit 9 - CDR Browser Data Screen

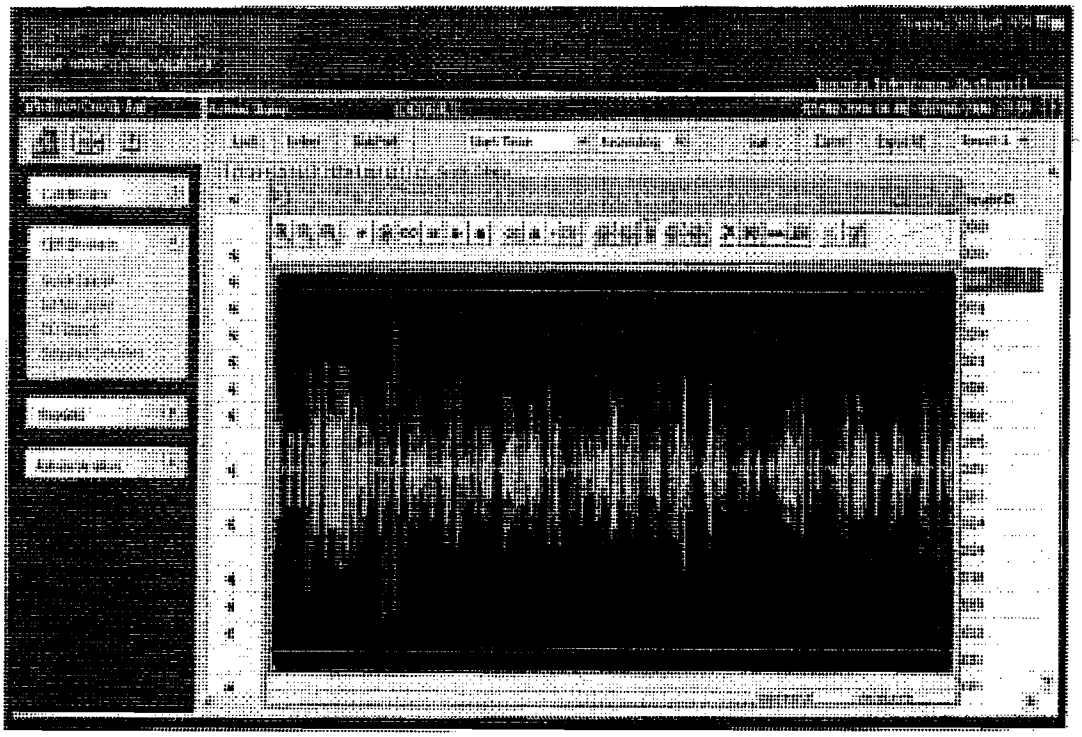

Exhibit 10 - SpyPlayer Screen

While listening, the investigator may add notes to the call recording file. The investigator may even select a specific portion of the recorded conversation to save as a separate file and add notes related to his/her findings.

The Web Shadow investigative toolkit allows authorized users to:

- Create user-defined Ad Hoc Queries to isolate suspect call records & recordings
- Customize results display to include most critical data
- Select various recordings for export to CD (with or without encryption)
- Save time with quick recording download and CD creation
- Mark selected recordings as protected for long-term on-line storage
- Create and store investigator notes with each recording file
- Define multiple user-specific query "profiles" for on-going investigations or tasks
- View full call detail for each recording with a single click
- Control recording playback speed
- Create user-defined target excerpts from a recording and loop playback

1.7.5 Access to Recordings [RFP Section 3.1.7.6]

The Focus System provides user-specific, multi-level access control of all system functions to include access to the Systems Live Monitoring Functions, Call Detail Records (CDR) and associated recorded conversations

The Security Level Access screens, shown below in Exhibit 11 and Exhibit 12, are used to determine which of eight security access levels to assign each Authorized System user. For each security level, the access capabilities can be set for each feature, as indicated by the radio button. This access ranges from 'None' to 'Full' access. Full access allows the user to 'View, Add, Change, Delete' records or settings within the feature. Individual password protection levels exist for the databases plus report levels and are fully customizable so NYS DOCS could have an Authorized User with the clearance to only listen to live conversations or the ability to listen to conversations with the added capability to store records to a removable media - such as a CD. The User Security Access GUI is integrated into the Active Directory access controls so the Focus User Access levels can be managed from the system User Access Controls feature or Active Directory.

When an inmate call is monitored or when a call recording is accessed the Userid and the date/time of the access are permanently stored and can be viewed with the call recording Also, reports can be run that will show the user accesses by the Userid, date/time of the recording, and/or date/time of the user access.

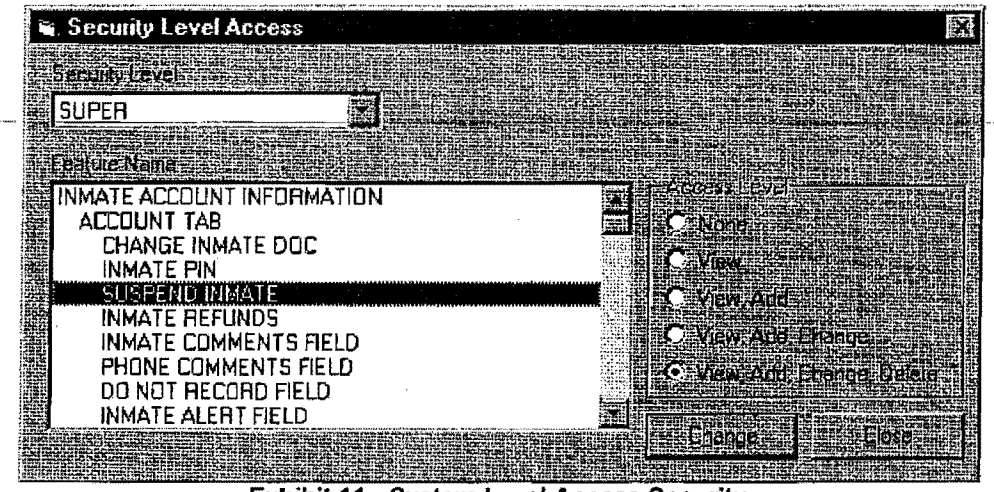

Exhibit 11 - System Level Access Security

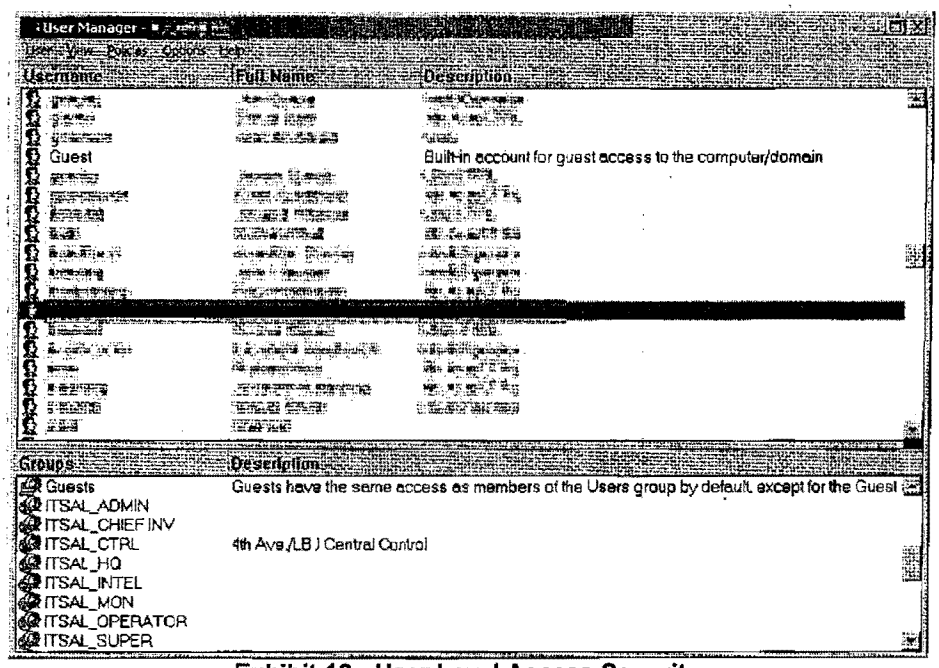

Exhibit 12 - User Level Access Security

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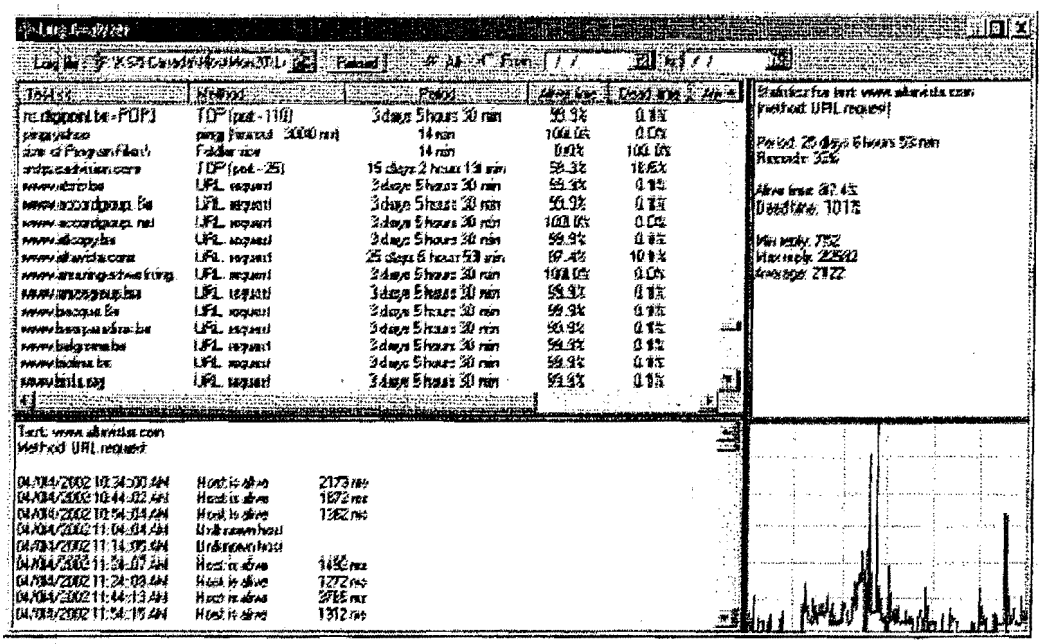

Exhibit 13 - Fault Management Capabilities

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2.2.1 Provisioning and Active Directory [RFP Section 3.2.2.1]

The Focus system supports Microsoft's Active Directory groups for the integrated security access of computers on the DOCS network. Up to eight user security groups can be configured per installation and labeled per the DOCS request (e.g. ADMIN, MONITOR, INVESTIGATION, etc.). Feature assignment and user privileges for each group are made using a built-in GUI that allows the group either none, view, view/add, view, add, change, or view, add, change, delete control of each user system option. The Focus system comes configured with a default set of security group settings. The assignment of the users to the appropriate security group can be performed either from the User Manager GUI screen on the system or via Active Directory.

2.3 Accounting Management [RFP Section 3.2.3]

Once a called party has established a Pre-Paid account, all information regarding the account is stored in the VAC Revenue Management System (RMS) database. This database is co-located with the VAC Customer Service Center in Plano Texas. All data is stored within a secure redundant data center that meets Federal Department of Justice standards. The RMS database stores the following account information:

- Account Telephone number
- End user address
- History of account status
- Current account balance
- History of account blocks or restrictions
- History of all payments and payment details
- All calls made against the account balance, including all Federal, State and local taxes.
- All credit or adjustments.
- All notes regarding customer contacts

Information is also made available to the called party through the VAC V-CONNECT website www.MyVconnect.com. Through this website the end user can review all payment, adjustment and call record history. The customer can also add funds to their account via credit card on the website.

End users without internet access may obtain current account balance, date of last payment and add funds to their account via credit card through VAC's automated operator at 1-800-913-6097.

To provide DOCS access to the end user accounts, Unisys will install a desktop application called "RMS Access" on the Unisys provided workstations. Because the application will be installed on the Unisys provided workstation, authorized users will have real-time access to the entire above listed called party account or collect call account information. Training in the use of RMS Access will be provided by VAC and Unisys training personnel during system installation as described within the training review section of this proposal.

2.4 Performance Management [RFP Section 3.2.4]

2.4.1 VAC Focus System Performance Management

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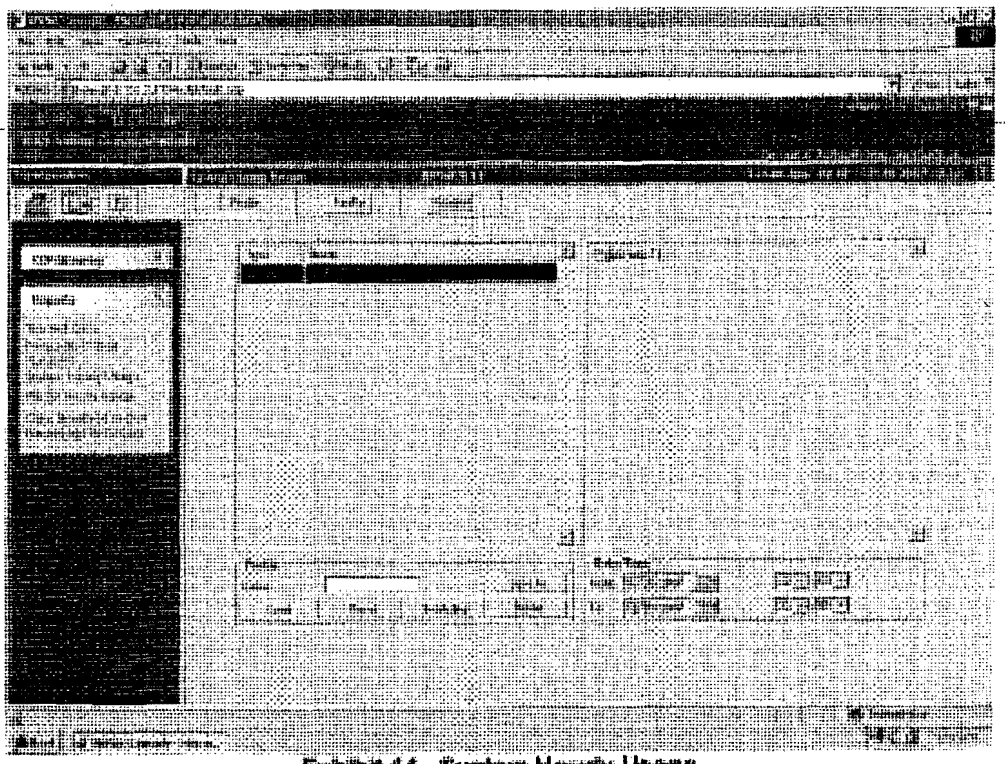

Exhibit 14 - System Hourly Usage

The "Phone Hourly Usage Report" example below shows the results for all inmate phones from one site for 24-hour period The report period and desired inmate phones can be selected.

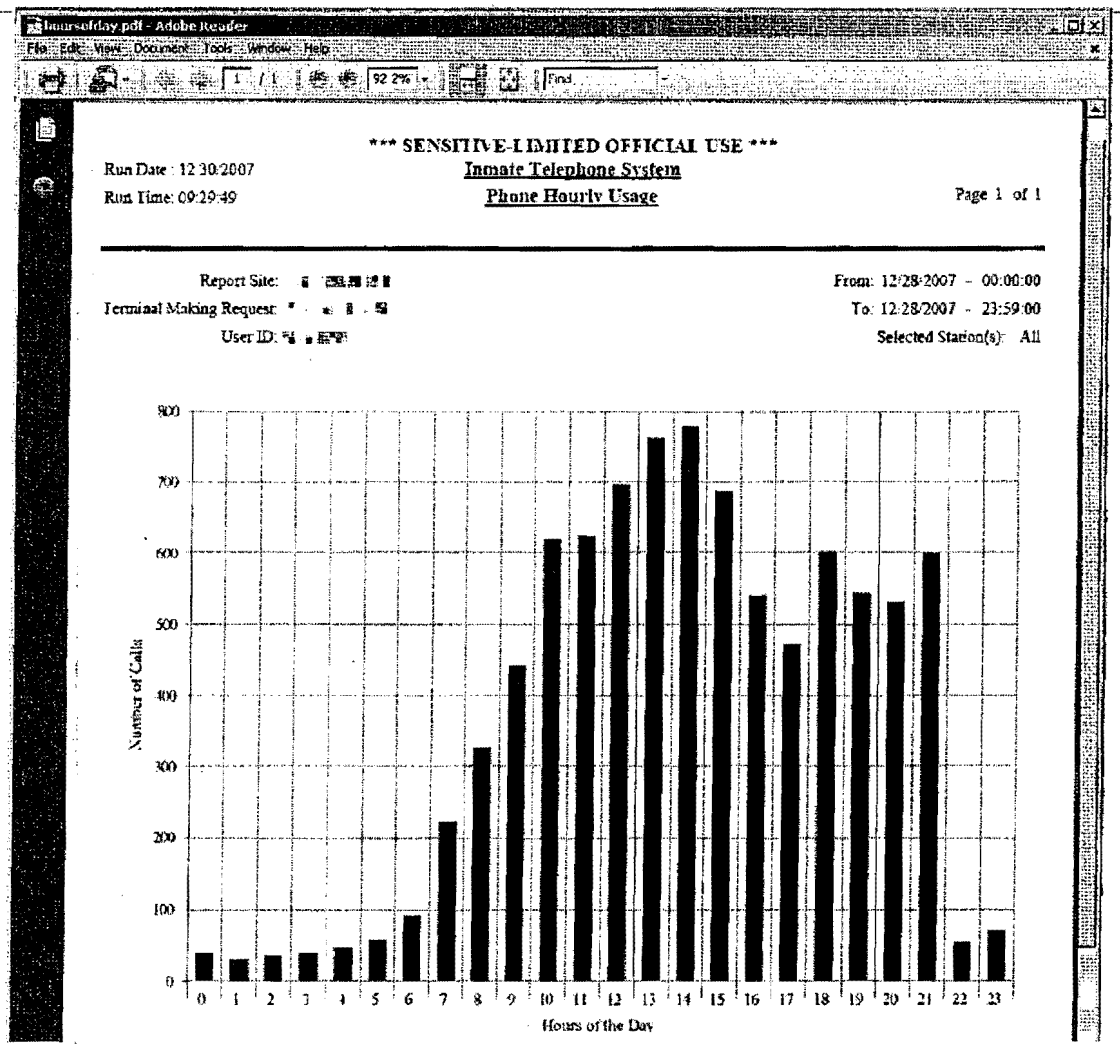

Exhibit 15 - Phone Hourly Usage Report

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2.5 Calls to Restricted Devices [RFP Section 3.2.5]

To ensure that calls are not terminated to cell phones the Focus systems use the SNET LIDB service. The LIDB query response received for each call attempt contains the billing entity responsible for the called number. This data is highly accurate for determining if the called number is assigned to a carrier that sells non-wire line Telco services and those calls will be denied.

Unisys understands the State-mandated requirement to prohibiting inmates from placing calls to wireless communication devises such as cell phones, and we will assist VAC in the continued detection of these devices, including adding additional subscriptions to databases as they become available.

3.0 Mandatory Features and Functionality [RFP Sections 3.3 and 3.4]

3.1 Mandatory Functions [RFP Section RFP Section 3.3]

3.1.1 Alert Groups [RFP Section 3.3.1]

The proposed Focus System will allow authorized users of different access levels to establish alert call settings by inmate Personal Identification Number (PIN), inmate phone, or called number. The Focus system refers to these numbers as "Hot Numbers". The system will place calls to these numbers in a separate system file that can be viewed by the authorized user from any system work station or through a separate monthly report In addition, the system will allow investigators to be remotely contacted when calls are place from or to any one specific Hot Number. This system feature is referred to as "Snitch"

Snitch will allow each hot number to be associated with a primary and secondary notification telephone number. These numbers can be any designated telephone (cell, residence, etc) or pager number When the hot number is called, the system then prompts a call to the primary number. In the event that the initial call is not answered, the system will then attempt to contact the secondary number.

The system announces to the authorized user that an alert event has occurred and requires him/her to enter a PIN as security to ensure the correct person has answered the phone. Once the PIN is entered and verified, the system provides instructions to the authorized user that will allow for immediate monitoring of the call in progress. If the investigator determines the conversation is inappropriate he can terminate the call between the inmate and the called party immediately via touchtone keys. The system only attempts to deliver notifications during specified time of day ranges as defined for each individual. The alert is logged on the CDR record for the call of interest for subsequent playback, appending of notes and copying to a CD, if desired

3.1.2 Pre-Recorded Names [RFP Section 3.3.2]

The Focus System will require that the inmate record his/her name upon the first use of his/her account PIN. The system will provide easy to understand prompts that will walk the inmate through the process Upon completion, the recording is locked into the system memory and attached to the inmate's PIN and will be announced to the call party on all subsequent calls made by the inmate as described in Section 3 1.3 below.

3.1.3 Announcements [RFP Section 3.3.3]

The Focus System will be programmed with customized voice prompts for each of the calling options. Call announcements for each call type will be reviewed and approved by the DOC but will include disclosure that the call is from a NYS correctional facility, the facility name, and the inmates pre-recorded name. The system will allow for the call party to optionally hear current rates and actively accept or deny the call by pressing a key on the Dual Tone Multi-Frequency (DTMF) dial pad The System will be programmed to record the entire call set-up process that can be used to verify positive call acceptance in the event of a disputed call or investigation. The Focus System is unique in that it can be programmed to also maintain the recording of the call set-up progress of calls that were not accepted.

In addition to announcing that the call is from a NYS facility, the facility name and the inmate name, the announcement could also state that the call will be monitored and recorded and that the use of 3-way calling is not allowed.

For Traditional Collect Calls, the called party will hear an announcement similar to the following:

"This is a Value Added Communications you have a Collect Call from "Inmate Name" an inmate within an NYS correctional facility currently at the "Facility Name." This call will be monitored and recorded. The use of 3-way or call waiting is not allowed. To hear the cost of this call, dial 8 now. To refuse this call, hang up. If you wish to accept and pay for this call, dial 5 now."

For Pre-Paid Collect, the announcement will be very similar to the Traditional Collect call announcement with the exception that the call will be announced as a Pre-Paid Collect Call.

"This is a Value Added Communications you have a Pre-Paid Collect Call from "Inmate Name" an inmate within an NYS correctional facility current at the "Facility Name" This call will be monitored and recorded The use of 3-way or call waiting is not allowed. To hear the cost of this call, dial 8 now To refuse this call, hang up If you wish to accept and pay for this call, dial 5 now"

In each case the called party must positively accept the call by pressing the number 5 on their DTMF pad

Upon pressing 8, the party will be connected to an automated message that will provide the cost of the call. Although NYS DOCS has requested and Unisys is providing a single blended rate for all calling types, the Focus System has the capability to announce call rates by call type if so desired. For example, if the called party is in a local calling area the Focus System will know this based upon the dialed number and only provide the local rate. If the called party is in an IntraLata area only the IntraLata rate will be provided.

The Focus system can be programmed to interject a voice announcement at random intervals throughout each inmate phone call. The announcement content will notify the called party that they are speaking to an inmate within a NYS correctional facility and that the call will be recorded, or any other message as determined by the NYS. The announcement volume will be reduced to a level that is not obtrusive, but still audible The volume and the frequency of the announcement can be determined by the NYS.

In addition to the random voice overlay announcement, the Focus system will provide an audible cutoff warning when the call has reach the NYS-mandated call length time (currently 30 minutes) or if Pre-Paid funds have been depleted. The announcement will notify the parties that the call will terminate in 60 seconds This warning can be adjusted to play at a shorter or longer period e.g. at 1 minute, 30 seconds.

The Focus System can be programmed to either allow for the inmate to listen to the call set-up process or be placed on hold during the call set-up. Under either option the inmate will not be allowed to talk with the called party until positive acceptance from the called party has been received.

In the event that the call does not complete, the inmate will be provided one of the following automated voice responses.

- This number has been blocked at the customer's request.
- Your call cannot be completed as dialed. Please check the number and dial again.
- All lines are busy Please try your call again later. (Not applicable with 1-to-1 Phone to Line Ratio)
- This phone is disabled.
- The phone number you have dialed is not allowed.
- You have a call already active. (Used when a PIN is already in use)

- You have exceeded the number of minutes allowed.
- You have exceeded the number of calls allowed.
- You are not authorized to place calls from this phone location.
- Your account has been restricted by the [Facility Name].
- The system is not available for collect calling. Please try again later.
- Your call cannot be placed at this time

3.1.4 Automatic Number Identification [RFP Section 3.3.4]

The Automatic Number Identifier (ANI) for each ITS telephone will identify the NYS DOCS and the facility name originating the call to the called party in the caller identification string.

In addition, as stated above in Section 3.1.3, the Focus System will be programmed with customized voice prompts that will announce that the call is from an inmate within a NYS Correctional Facility and the current facility name

Unisys also understands that ANIs are the phones within the DOCS facilities from which inmates are allowed to make calls. These ANI phone numbers as listed within the Focus System will be customized to meet the State's requirements to include the DOCS three digit facility code as the exchange portion of the number as stated within Attachment D, Item 1.3.2.2 ANI Change File of the RFP.

3.1.5 Billing Name and Address Lookup [RFP Section 3.3.5]

Unisys will provide each authorized DOCS user with the capability to perform a Billing Name and Address (BNA) lookup of the called party number from any system workstation. The system will prompt the user to enter the telephone number that the authorized user wishes to look-up. The Focus System will then query all databases utilized by VAC to include the Line Information Data Base (LIDB). Users will be provided with the BNA associated with the number as well as the current LEC blocking status (e.g. blocked for non-payment, customer requested block etc.).

3.1.6 Class of Restrictions (COR) [RFP Section 3.3.6]

The Focus System will support s each of the three (3) levels of Class of Restrictions (COR) as defined by the State in Table 3-1 - Levels of Class of Restrictions below. Once these COR levels have been established, access is automatically controlled by the system. No administrative intervention is required.

Level	PIN	Action
Level 1	Required	Calling List Required
		Disciplinary hold applies
Level 2	Required	Calling List Required
		Disciplinary hold does not apply.
Level 3	Required	Calling List Not Required
		Disciplinary hold does not apply.

Table 3-1 - Levels of Class of Restrictions

To further enhance the State established COR levels, the Focus System provides multiple levels of restriction that can be added under each COR Action. For example, to support the disciplinary holds, the system can be set for a specific period of suspension by individual PIN During the Suspension period, an inmate is not allowed to make calls. Suspensions are set for day increments. Suspensions in day increments begin immediately and expire at midnight. Once a suspension has expired, the inmate's account will automatically be accessible again. All accounts that are suspended are listed on the Currently Suspended Telephone Accounts report, illustrated in Exhibit 16, for easy viewing.

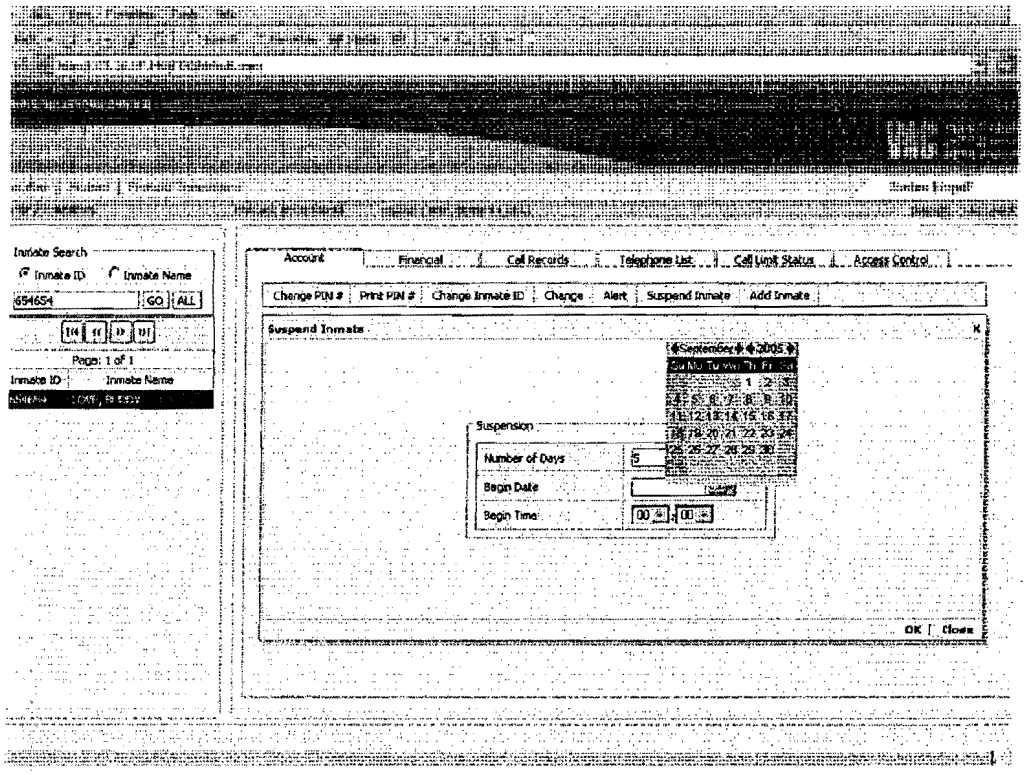


Exhibit 16 - Suspended Inmate Reference

The Inmate Class of Service within the Focus System defines the overall level of access given to an inmate or given to a specific telephone As shown in Exhibit 17 below, Call Duration and velocity may be set as requested. This includes the flexibility to set the total number of calls or minutes an inmate may make in any given day, week, or month or the specific time an individual phone is available for use Each of these features is further described within this proposal response section.

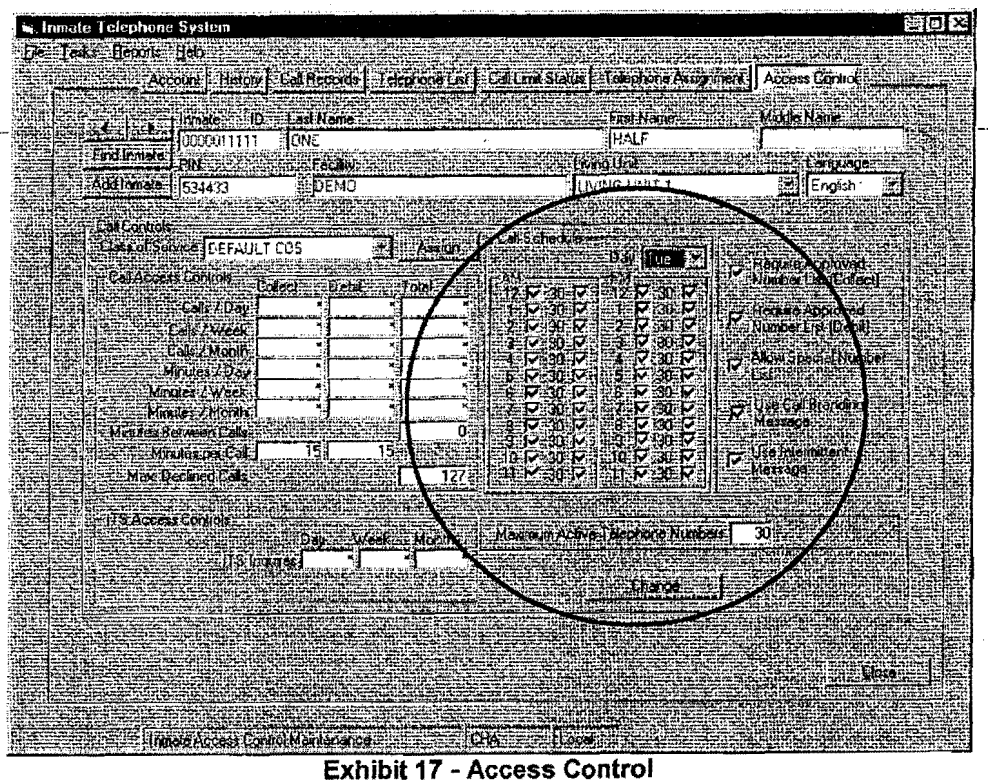


Exhibit 17 - Access Control

3.2 Mandatory Features [RFP Section 3.4]

3.2.1 Harassment Blocks [RFP Section 3.4.1]

The Focus System will not complete a call without positive acceptance from the called party. As is further described in response to Section 3 1.3 above, the system will announce to the called party that the call is collect or pre-paid and is from a specific inmate within a specific facility within a New York Department of Corrections Facility.

The called party will be instructed to simply hang up if they do not wish to speak to the inmate. The inmate will then be provided with an announcement stating that the called party did not accept the call. The inmate will be allowed to call the called party six (6) times within the normal daily operation of hours. If the called party refuses each of the calls, following the sixth call the system will automatically place a block on the call for a forty-eight (48) hour period. The inmate will be provided with a recording stating that he/she has exceeded the allowed number of refused calls to this number and as a result the number will be blocked for the following forty-eight (48) hours.

Should the inmate call the number during the block period, they will be provided a recording stating that calls to this number have been temporally blocked, try again later. When the forty-eight hour period has expired, the system will automatically release the block and the inmate will again be allowed to call the number.

Authorized system users will have the ability to determine if a block has been placed on a call from any system work station. Users with a Super User Authorization would have the ability to un-block the phone or contact the VAC help desk to perform the task. Exhibit 18 below is a screen print of this system screen showing that the call is in a block status.

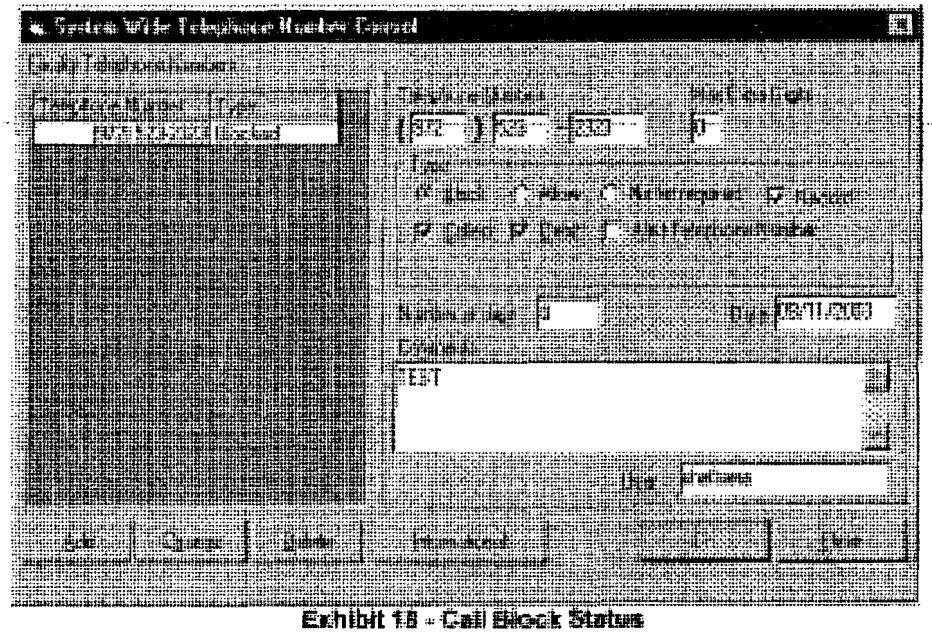


Exhibit 18 - Call Block Status

3.2.2 Call Termination [RFP Section 3.4.2]

The Focus System will allow authorized users to instantly terminate any call in progress Investigators with the appropriate access level may silently monitor calls in progress using the Spy function of the Focus System integrated recording platform "Shadow". Monitoring can be specific to an individual facility, or with the appropriate security clearance or access level, they can monitor any facility within the DOC through the Unisys NYS DOCS ITS WAN.

The investigator can view calls in progress, select the one to monitor and begin listening in a matter of seconds. At any point during the conversation should the authorized user wish to terminate the call, the can simply click the mouse on the [CUT OFF] button as shown below in the example provided

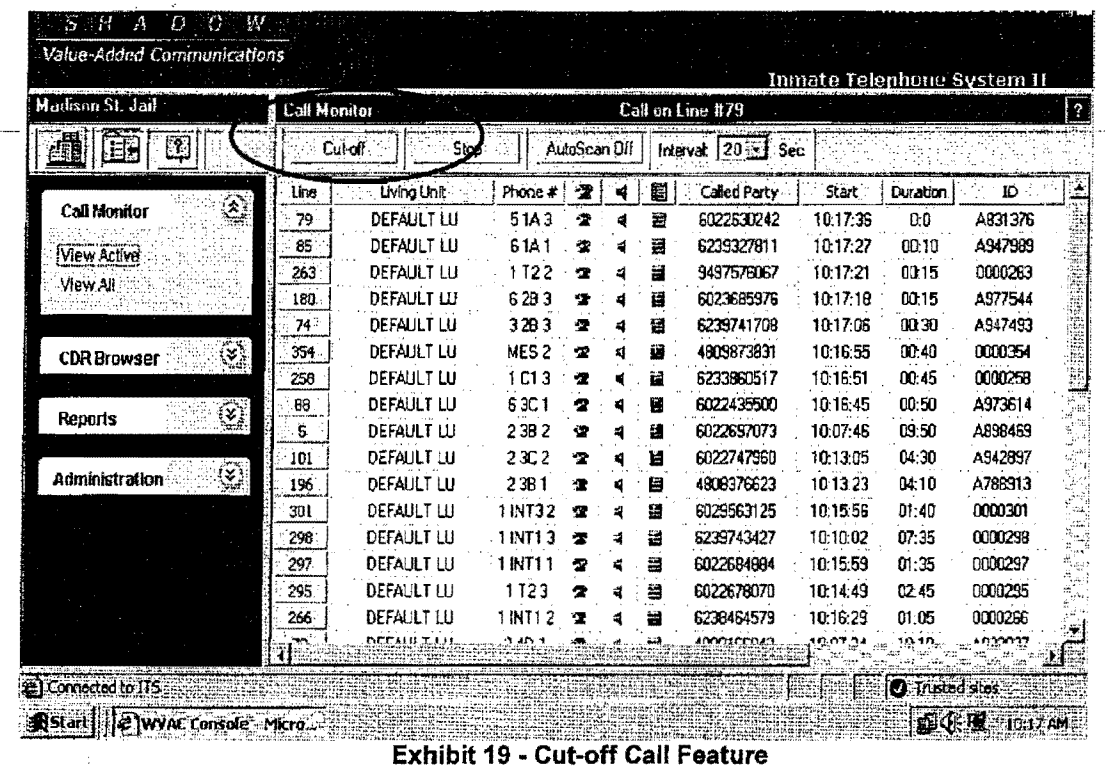


Exhibit 19 - Cut-off Call Feature

As show in the following screen print, a record of the disconnection will be maintained to include the facility, date, time, PIN and the user-id of the individual authorized user that terminated the call.

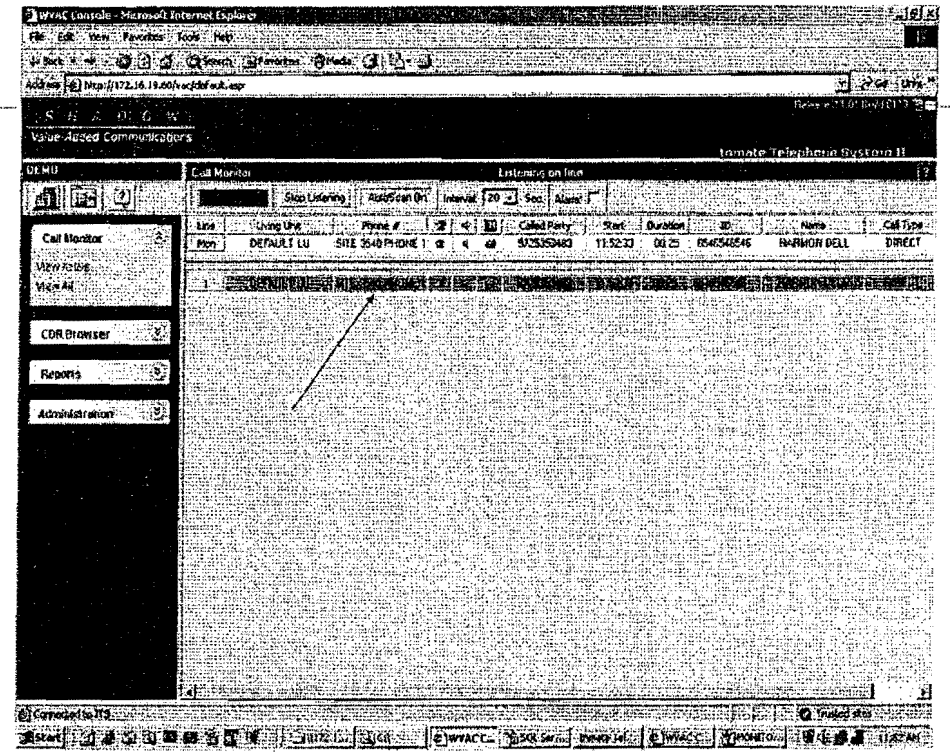


Exhibit 20 - Call Monitor

The Focus Shadow recording platform provides enhanced call monitoring function through its unique feature "AutoScan". AutoScan provide the ability for an Authorized User to automatically scan all active conversations in a rotating sequence, with the option of stopping on any call that requires further attention. AutoScan can be set at a desirable scanning interval of 5 – 90 seconds via the "Interval:" button on the call monitor screen. The investigator can have the system play the first conversation listed on the screen below over the speakers for set time period (e.g. 15 seconds). After that period of time is over, the system will automatically move to the next call listed and play that conversation for the same period of time. This will continue until scanning is shut off. The advantage of this feature is that an investigator can perform other tasks while listening to portions of calls. If during this scanning the investigator determines based on the conversation that they would like to continue to listen to a specific call the scanning feature can be disabled with a mouse click.

3.2.3 Number Control [RFP Section 3.4.3]

The Focus System will allow any number to be blocked globally. Telephone numbers as well as groups of numbers such as 411, 800, 888 and specifically numbers that incur charges including 900, 972, 976, and 550 will be placed in the system as globally blocked numbers. This blocking will be configured as part of the VAC manufacturing process prior to installation. Additional blocking can be managed on-site using the administrative workstation or via remote communications.

A listing of blocked numbers can be generated and viewed or printed at any time. Entry of a Blocked number and removal of a block are both accomplished using the same screen shown below in Exhibit 21. To remove, the "Block" button is unselected. All block maintenance entered in this fashion using the site workstation is implemented within 15 minutes of entry. In addition, the site may phone or email block requests to the on-state System Administrator or the VAC customer service center for processing.

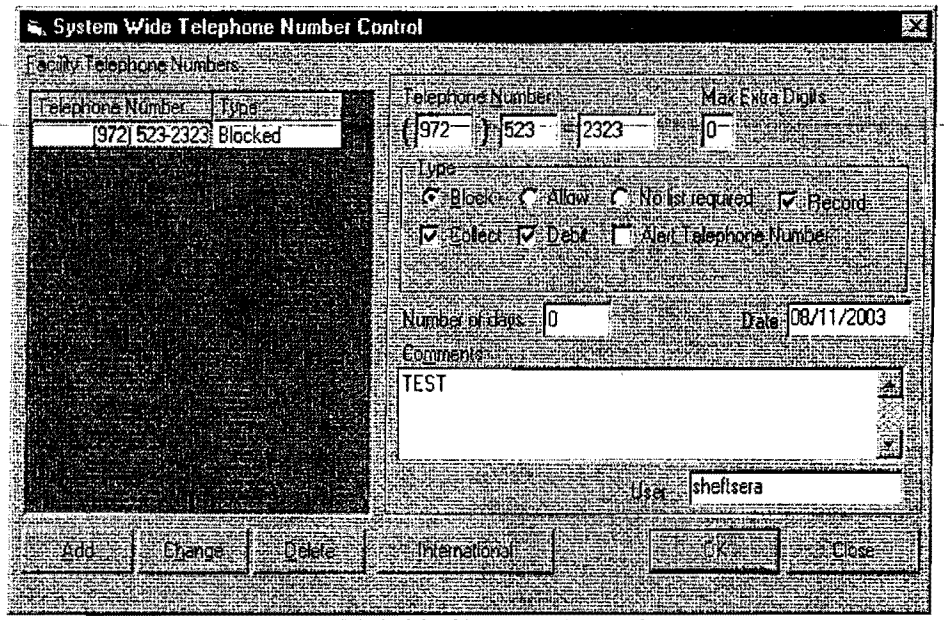


Exhibit 21 - Number Control

3.2.4 Personal Allowed Numbers [RFP Section 3.4.4]

The Focus System will utilize a PIN to identify each inmate utilizing the inmate telephones. Each inmate account will have a defined list of allowed numbers ("calling list") which they are permitted to call. The size of this list can accommodate the requested fifteen (15) numbers per inmate.

Unisys understands that the State will provide the initial listing of Personal Allowed Numbers assigned by PIN and that Adds, Deletes or Changes to the allowed call listing will be provided via the nightly data feed from the DOCS.

The Focus System will update the inmates system profile with the Adds, Deletes or Changes to the Personal Allowed Numbers. Authorized System Users can view the updates from any workstation as the screen in Exhibit 22 demonstrates. Each number listed on the inmate's personal allowed numbers list can have a variety of parameters associated. Each entry can have a description of the number, the preferred language of the called party, a Record/Do Not Record indicator, and a restriction to all allow Debit and/or Collect calls, and the ability to Alert calls by that inmate to that called number.

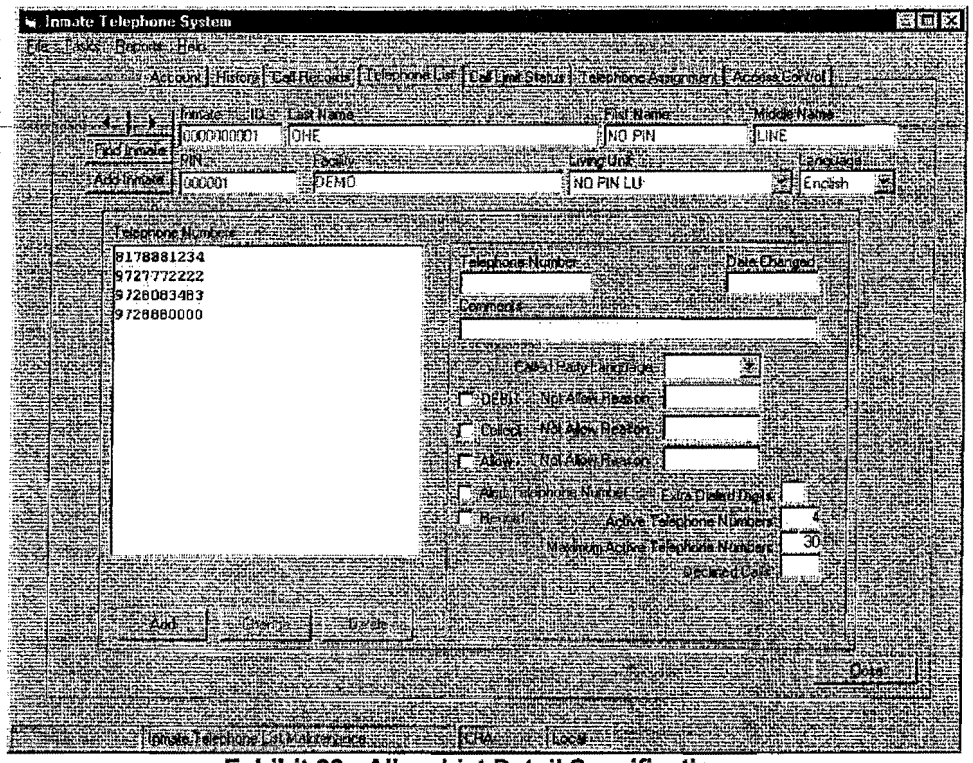


Exhibit 22 - Allow List Detail Specifications

3.2.5 Phone Scheduler [RFP Section 3.4.5]

The Focus System will allow for the DOCS to make each phone, groups of phone or the entire system active or inactive based upon an independent schedule. The System Timer feature is controlled using the Workstation offering complete flexibility by day-of-week and hour as seen below.

A separate holiday schedule may also be established in order to offer alternate calling on these defined days. Once these schedules are established, calling is automatically controlled by the system. No administrative intervention is required

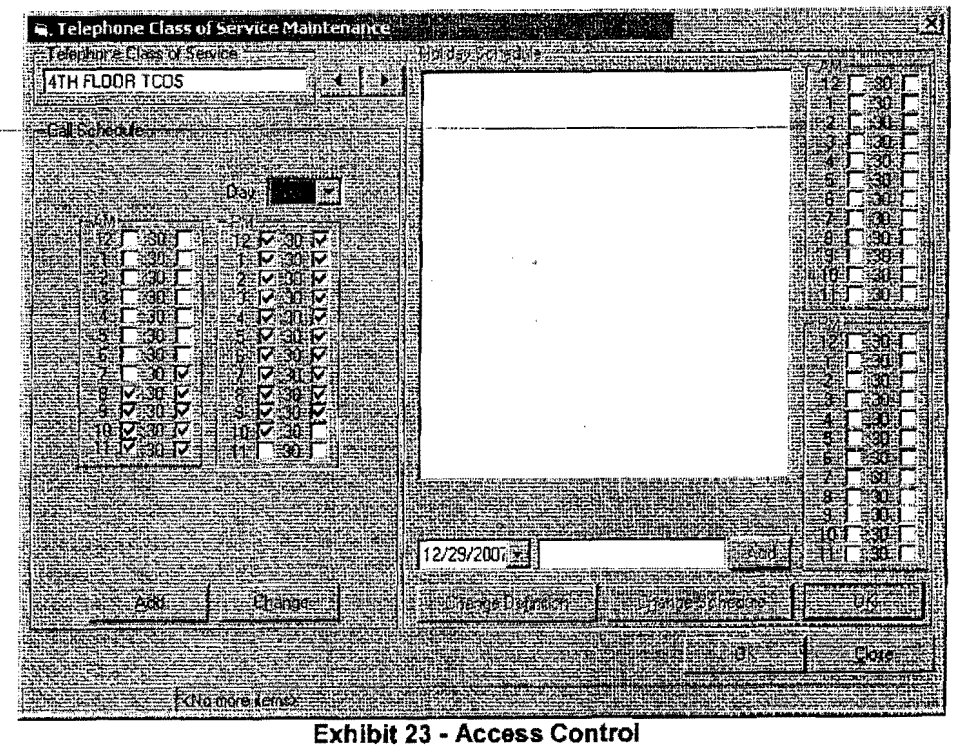


Exhibit 23 - Access Control

3.2.6 Personal Identification Number [RFP Section 3.4.6]

As required by the DOCS, every inmate will be assigned an eight digit numeric authorization code or PIN to input prior to entering the called phone number. Unisys understands that the PIN as provided by the State will be derived from the inmate's DOCS Department ID Number (DIN) and will be eight (8) digits in length.

The inmate will not be allowed to place any calls without the use of a PIN. The Focus System will validate the PIN number and the inmate location prior to allowing each call.

All Inmate PIN data to include inmate location will be refreshed via the DOCS provided nightly batch feed. Unisys has read the requirements of this batch feed as described within Attachment D of this RFP and submits that Unisys fully understands the requirements as listed and further submits that the Focus System will accept all data fields defined and will appropriately update all inmate data

3.2.7 Administration [RFP Section 3.4.7]

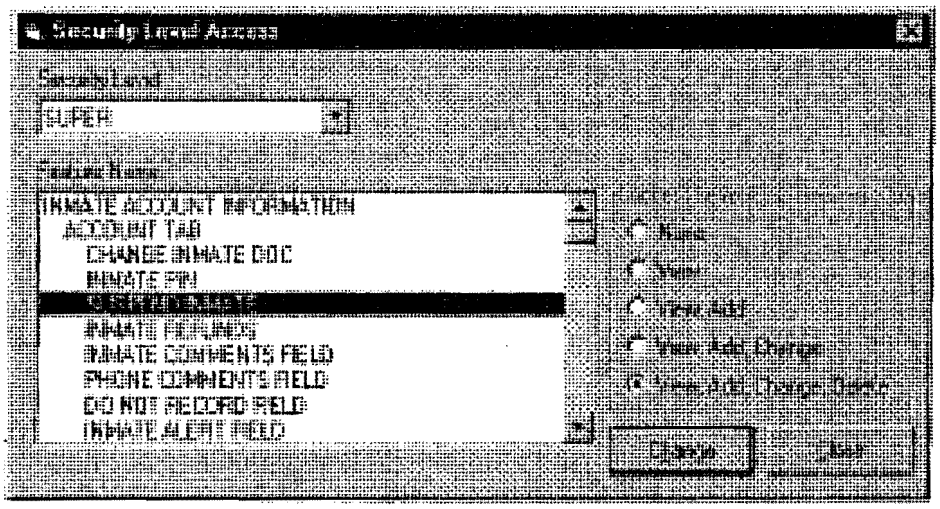
The Focus System will provide the ability for DOCS Authorized Users to administer system functions and features including but not limited to inmate accounts, PIN's, phone schedules and access through the System's Access Control.

Access to the Focus System Access Control is security password protection and authentication is required for each specific function

The Unisys provided Focus System Workstation provides user-specific, multi-level access control of all system functions. The Security Level Access screen shown in Exhibit XXX is used to determine the access level for each DOCS Authorized System User. For each security level, the access capabilities can be set for each feature, as indicated by the radio button. This access ranges from 'None' to 'Full' access. Full access allows the Authorized User to 'View, Add, Change,

Delete' records or settings within the feature Individual password protection levels exist for both the databases and the report levels and are fully customizable. The following levels are standard:

- CIPS OPR – Facility Operators
- MON – Monitors
- INTEL – Facility Intelligence Officers
- CID – Investigators
- CHIEF INV – Investigative Supervisor
- TECH – Technical support, remote and on-site
- SUPER – Facility HQ Supervisors
- FACILITY HQ – Facility HQ Operators
- ADMIN – VAC



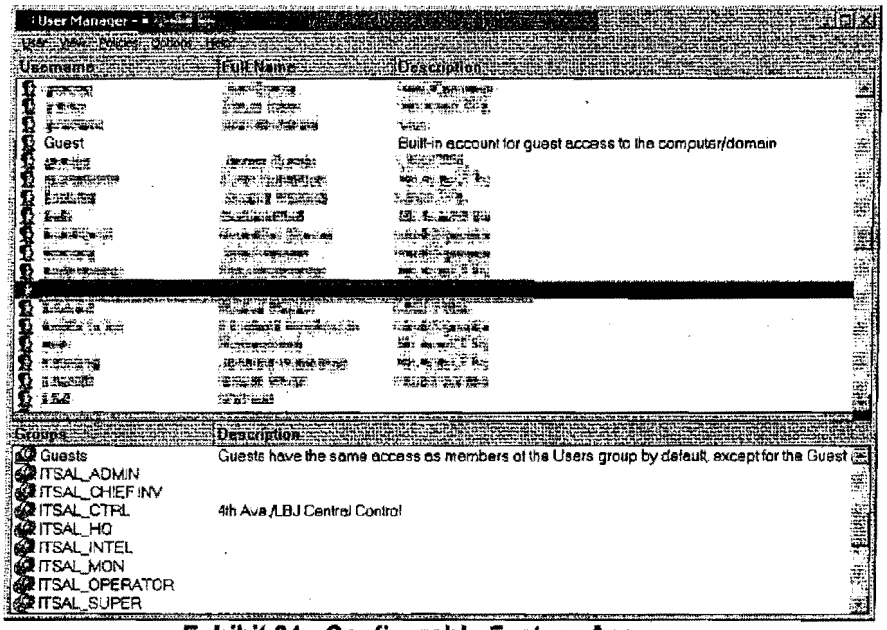


Exhibit 24 - Configurable Feature Access

Upon contract award, Unisys will work with the DOCS to establish each DOCS Authorized User's Security Level. Each Authorized User will be trained on the administrative capabilities of his/her security level.

In addition to allowing Authorized Users to administer system functions and features within the Focus System, specific Authorized Users will be given access to VAC's Trouble Maintenance System. Access to this System will allow the Authorized User to open trouble tickets, view current technician notes and receive e-mail notification updates and print monthly trouble ticket reports.

3.2.8 Third Party Call Detection [RFP Section 3.4.8]

The Focus System is designed to isolate any attempt by the called party to bridge a call in-progress to a third party commonly referred to as three-way calling. Upon detection of a three-way call, the System can either provide a prompt that a three-way call has been detected followed by disconnection of the call or allow the call to continue for future investigation purposes. In either case the call will be flagged within the call detail records and made available for review in a report designed for this specific purpose.

VAC has a patented proprietary process for detection of three-way calling. This patented technology allows VAC legal authority to provide the service under any resulting contract with the State of New York Department of Corrections. The process is active within the FBOP and several State Departments of Corrections, including the states of Pennsylvania, Colorado, Missouri and Washington to name a few. The success rate of detection has been outstanding in each of these existing customers.

Although, the VAC three-way calling detection technology is the most accurate and reliable in the industry, it is possible for other aberrations during a call to inadvertently result in call disconnection. These include:

-
- Extra digits dialed during the call
- Dropping or tapping the handset
- Use of the call waiting feature by the called party
- Simulation of a hook switch / flash

3.2.9 Hours of Operation [RFP Section 3.4.9]

Unisys understands the DOCS desire to set the System Hours of Operation to allow services to be available from all phones from 7:00a.m to 11:00p.m and will set the initial default settings to meet this requirement.

The Focus System will additionally allow for individual phones or groups of phones to be further restricted in their hours of operation and will work with the DOCS to establish and implement these additional settings. Holiday schedules may also be established in order to offer alternate calling on these defined days. Once these schedules are established, access to calling by the inmates is automatically controlled by the system, with no administrative intervention required.

The Focus System Timer feature is controlled using the System Workstation and offers complete flexibility by day-of-week and hour as seen in Exhibit 25 below. In addition to general operating hours control for the entire facility, VAC offers the option to control a single phone, groups of phones or individual inmates calling hours.

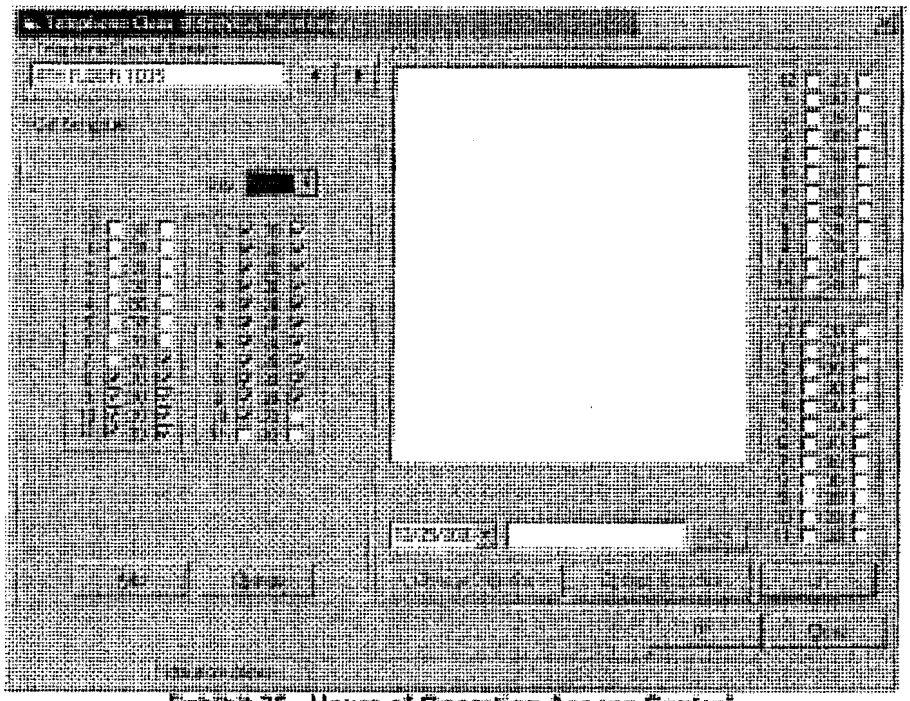


Exhibit 25 – Hours of Operation Access Control

The Inmate Class of Service within the Focus System defines the overall level of access given to an inmate. As shown in Exhibit 26 below, Call Duration and velocity may be set as requested. This includes the flexibility to set the total number of calls or minutes an inmate may make in any given day, week, or month. It also allows for specific call durations to be established by PIN. This is depicted in the red dotted line circle in the example below.

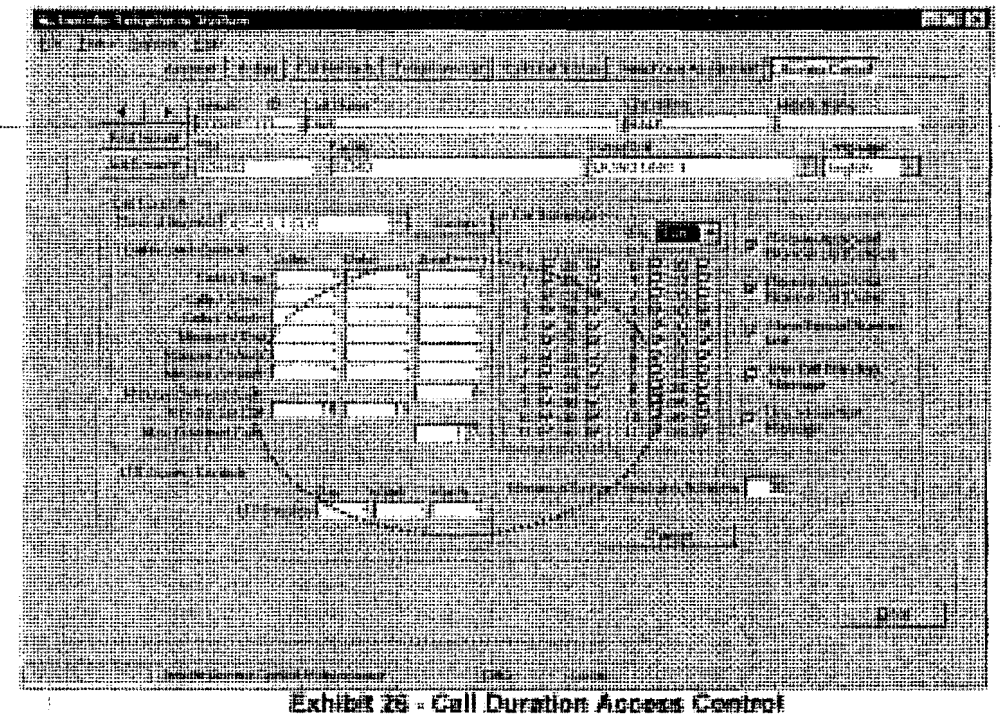


Exhibit 26 - Call Duration Access Control

3.2.10 Call Duration [RFP Section 3.4.10]

Unisys understands that DOCS has established a thirty (30) minute call limit for all system users and will establish this call limit as the system default. In the event that the DOCS wants to allow for longer or shorter call durations for individual inmates, the System will allow for override of the system default via the Inmate Class of Service.

The Inmate Class of Service within the Focus System defines the overall level of access given to an inmate. As shown in Exhibit 27 below, Call Duration and velocity may be set as requested. This includes the flexibility to set the total number of calls or minutes an inmate may make in any given day, week, or month. It also allows for specific call durations to be established by PIN. This is depicted in the red dotted line circle in the example below.

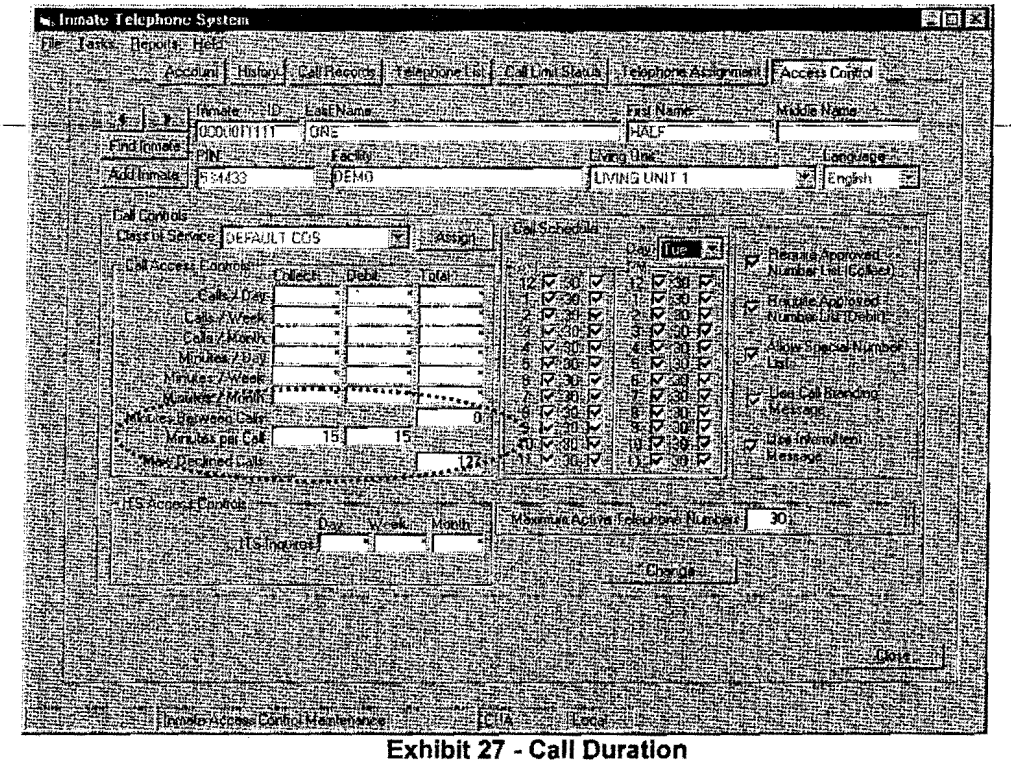


Exhibit 27 - Call Duration

3.2.11 Telephone Testing [RFP Section 3.4.11]

Unisys understands the DOCS desire to test individual phones and will provide each DOCS on-site staff member authorized to perform these test with a Test PIN There will be no charge for calls made with this Test PIN.

3.2.12 Phone Disconnect [RFP Section 3.4.12]

The Focus System will allow authorized DOCS users the ability to selectively disconnect any phone or group of phones locally or remotely

Authorized users would simply log into the system from any system workstation at any DOCS location and go into the Enable / Disable Telephones tab as displayed in Exhibit 28 below From this tab any combination of phones can be shut down by either highlighting the desired station and clicking the 'Cut Off' button under the selection or highlighting the desired living unit and clicking the 'Cut Off' button under the selection

In the event that an authorized user is not near a system workstation, the individual may call the VAC help desk Any of the Technicians at the help desk can log into the NYS DOCS system and perform the task. Unisys can also make arrangements for specific authorized users to have the ability to remote log into the system via the Web to perform the phone disable task.

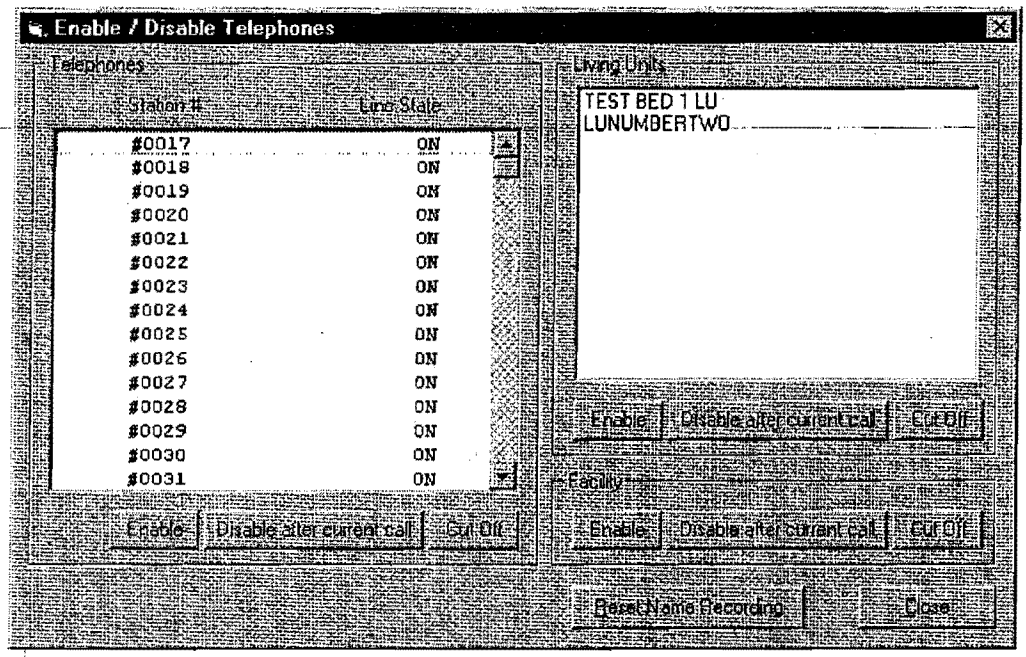


Exhibit 28 - Phone Station Activation/Deactivation

3.2.13 Languages [RFP Section 3.4.13]

The Focus System will support both English and Spanish prompts and dialing instructions When a call is placed, the inmate will be provided with the option of either English or Spanish voice prompts "For English, press one (1), Para Espanol, marque dos (2) Once the selection is made, all voice prompts for the balance of the call in progress are given in the desired language.

When PINs are in use, a language preference may also be selected for each allowed number on their call allow list, as detailed in Exhibit 29 below Calls placed to that number would utilize the specified language automatically for the called party announcements . The inmate is never allowed to affect the language selection of the called party during the call.

With regard to additional language options, Unisys will support virtually additional language option upon request Professional prompts will be established and downloaded into the Focus System.

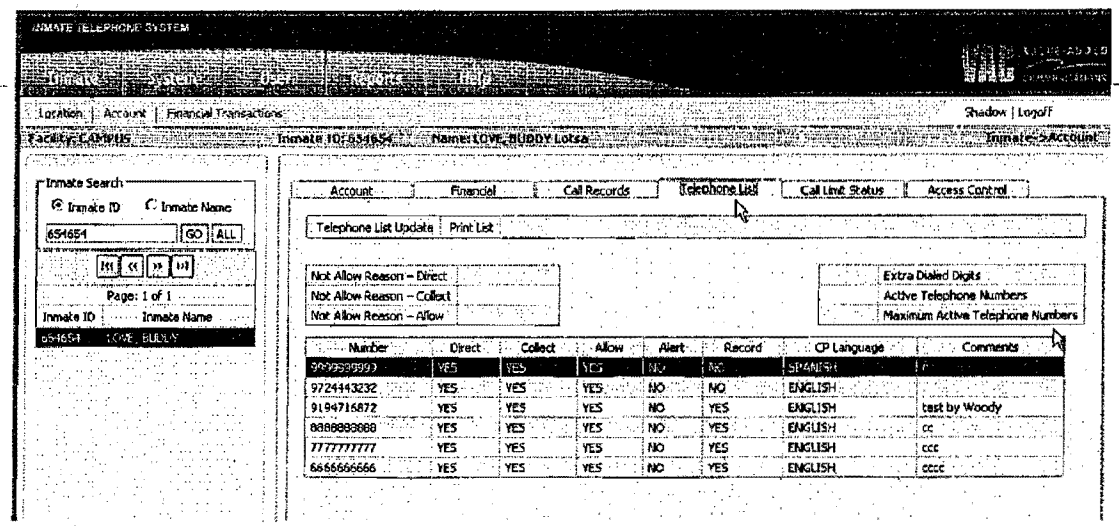


Exhibit 29 – Called Number Language Selection

3.2.14 ANI Verification [RFP Section 3.4.14]

Unisys understands the DOCS ANI requirements and will insure that the ANI for each inmate telephone will be tested for location accuracy at implementation and at a minimum of once a year.

3.2.15 Telecommunications Devices for the Deaf [RFP Section 3.4.15]

To assist the hearing impaired inmates Unisys will support the existing DOCS owned Telecommunications Devices for the Deaf (TDD) or as required install TDD phones in quantities as required by the State. The TDD units provided by Unisys will be Ultratec's Supercomm 4400, illustrated in Exhibit 30, or equivalent to the existing DOCS owned units. Unisys will ensure that the phones are placed in area where they are convenient for access by hear impaired inmates.

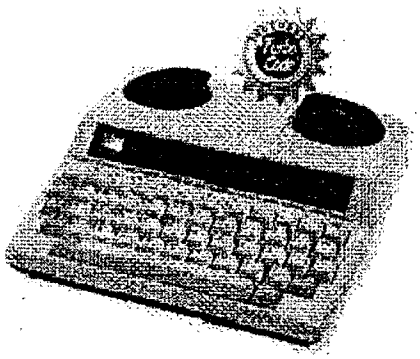


Exhibit 30 - Ultratec Supercomm 4440

3.2.16 Call Pattern Alerting [RFP Section 3.4.16]

The Focus System offers several levels of Call Pattern reports and alerts that can be established by an individual Authorized System User Unisys will work with the DOCS to establish custom alerts that can be implemented throughout the contract term Listed below are some standardized Alerts that can be implemented:

- **General Alert Notification**—Provides calls made by inmates placed on alert status and calls made to telephone numbers that have been placed on alert status during the desired report period. Multiple Calls to Individual
- **Calls with Invalid PIN**—Provides a report of all attempts to place calls with Invalid PIN numbers
- **Frequently Dialed Numbers**—Provides a list of telephone numbers called more than a specific number of times within a specified rates of dates
- **Multiple Calls to Single Number**—Provides a list of Inmate PIN with multiple calls to single Telephone Number.
- **3-Way Calling**—Provides a listing of all 3-Way Calling attempts

In addition to the above standard reports, the Focus System can establish Alerts designed to track and monitor call volumes by location. In the event that specific call volumes are not within normal operating volumes for a specific period of time, the System can be set to open a trouble ticket and notify Authorized Users by e-mail.

3.2.17 Emergency Shut Down [RFP Section 3.4.17]

In the event that there is an emergency and all system phones must be shut down from the DOCS Central Office, an authorized user simply logs into the System Enable / Disable Telephones tab, illustrated in Exhibit 31 from any System Workstation. From this tab all system phones can be immediately shut down by clicking on the 'Cut Off' button under "Facility". The System can be programmed so that the shut down cannot be overridden by any other DOCS authorized user. In this case, the Central Office would be responsible to re-activation.

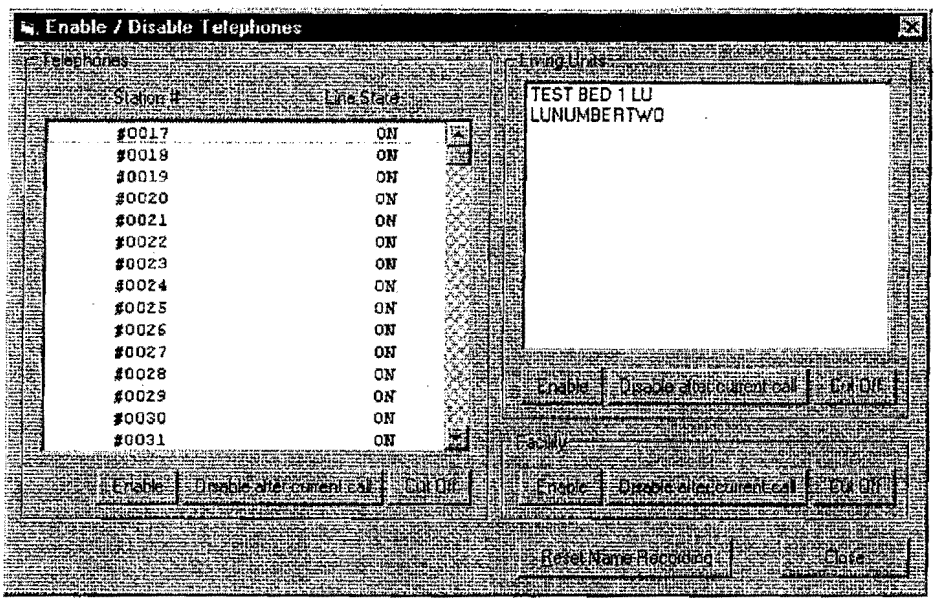


Exhibit 31 - Emergency Shut Down

4.0 Equipment [RFP Section 3.5]

[redacted]

[redacted]

[redacted]

4.2.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

4.2.2 [redacted]

[redacted]

4.2.3 [redacted]

[redacted]

4.2.4 [redacted]

4.2.5 [redacted]

4.2.6 [redacted]

4.2.7 [redacted]

4.3 NYS DOCS Premised-Based ITS Hardware

4.3.1 UPS

Pursuant to RFP section 3.1.5.2, NYS DOCS inmate facilities and administrative sites will be supported by APC Smart-UPS XL, 600 Watts / 750 VA, Input 120V / Output 120V, Interface Port DB-9 RS-232, SmartSlot, USB, Extended runtime model. The UPS meets the 3 hour loss of commercial power using the APC sizing formula as shown below:

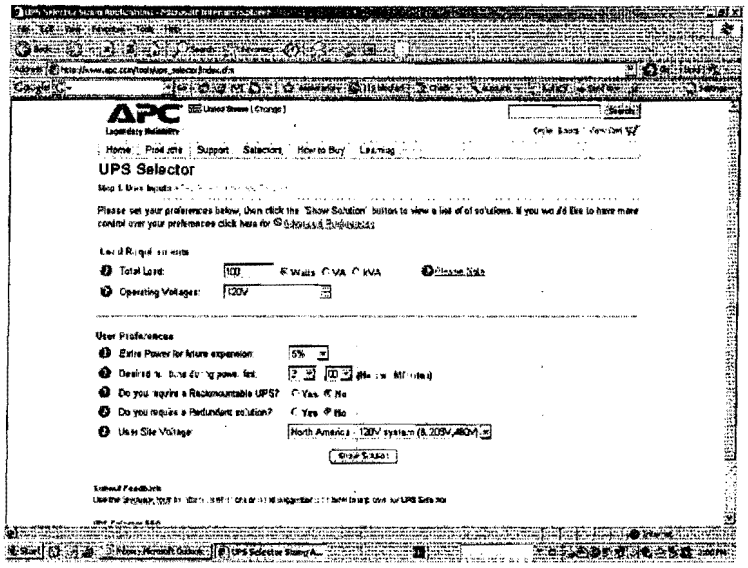


Exhibit 32: APC UPS Configuration GUI

4.3.2 [redacted]

4.3.3 [redacted]

4.3.4 [redacted]

4.3.5 [redacted]

4.4 New Equipment [RFP Section 3.5.10]

All call processors; routers, gateways, switches, and other required system components will be new. Product brochures for the items listed in this section are presented as an Attachment to this proposal.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

5.1.1 Understanding the Work

The Unisys Team's draft program plans reflect our thorough understanding of the tasks that must be performed to develop the required ITS interfaces and procure, configure, ship, install, test, and maintain hardware and software at NYS corrections institutions statewide.

Unisys, VAC, and ShawnTech have been through this process before in prior successful engagements and have a clear understanding of what must be done to ensure that the Unisys Team meets expectations in the most efficient manner and with the lowest risk. Our work breakdown structure (WBS), provided in our draft PMP, represents a step-by-step blueprint to accomplishing individual program tasks, integrating those tasks to reflect critical path and key interrelationships essential to overall program success and providing significant value to the program. Our WBS reflects our team's long-term domain knowledge and encompasses a detailed technical solution and the use of common sense, streamlined management approaches. The PMP is a living document that will be updated as required throughout the ITS project life cycle to reflect any changes necessary based on direction provided by the NYS DOCS, technology evolution, and lessons learned applied to continuous process improvement.

The value that the Unisys Team – its understanding of the nuances of the ITS program -- is delineated in Table 5-1Table 5-1. The Unisys Team's knowledge and insights will result in tangible benefits for the NYS DOCS.

Unisys Team Planning Process	Impact	Value
High level of substantive detail and program understanding, driven by domain experience and common-sense, streamlined management approaches	Provides a mature starting point at contract award to "hit the ground running," set collaborative goals, and accelerate the front-end schedule	• Mitigated schedule, cost, performance risk • Accelerated schedule • Cost savings
Ability to anticipate real-world risks, issues, and constraints	Provides schedule and budget realism, insight into required risk mitigation strategies and contingency planning requirements	• Mitigated schedule, cost, performance risk • Proactive posture to predict, respond to change with minimal impact
Ability to translate understanding of activities into staffing requirements	Provides accurate models of required staffing and supports accomplishment of the envisioned staffing model Provides ability to see program impacts from changes to activities or schedule	• Cost-effective staffing plan • Low staffing risk • Scalable organization with exact staffing, skill mix to match phase-to-phase project requirements
Experience-based guidance on required timeframes for task accomplishment, including defined interrelationships/ interdependencies	Coupled with understanding of staffing needs, provides basis for development of a resource-loaded integrated master schedule and the ability to quickly devise workarounds	• Optimum flexibility to adjust to changes in scope, legislative mandates, or operational tempo • Mitigated schedule, cost, performance risk

Table 5-1: Unisys Team Planning Process. *The Unisys Team's planning activities reflect lessons learned and knowledge of what it takes to successfully deploy and manage the NYS DOCS ITS*

The Unisys Team will leverage its understanding of the required work and, in conjunction with the NYS DOCS, develop a detailed master program schedule in Microsoft Project. At present, our draft master program schedule file contains over 1,000 lines. It will be further decomposed into more detailed elements and to add more tasks. At this juncture, it includes the following noteworthy activities:

- **Pre-award activities (January-March 2008) that enable a fast start upon contract award** We will avoid project start-up risks and delays by refining key management and functional plans after proposal submission and prior to contract award. These documents will be available for delivery to the NYS DOCS within the first 3 weeks after award. We will complete the negotiation of all subcontracts and have them ready for execution immediately following award.
- **Rapid establishment of requirements and interface design baselines.** The plan and design document development activities we will perform prior to award will facilitate our ability to meet the required data transfer requirements. We recognize that interface requirements may not be fully defined and that the NYS DOCS may wish to specify changes to the present baseline. Establishing these requirements early in the planning phase provides the NYS DOCS with a firm baseline against which to manage requirements and any address design changes.
- **Low risk software interface development to ensure new functionality is achieved.** Our proposed staff includes individuals experienced in the data transfer between ITS and DOCS systems, facilitating our ability to develop the required ITS functionality at low risk.
- **ITS Initial Operating Capability (IOC) in April 2008.** The Focus system proposed for the ITS currently supports all the collect and pre-paid call processing requirements defined in the SOW.

- **Full statewide rollout by June 30, 2008.** The Unisys Team will leverage the capabilities of our ITS deployment team and meet or exceed every installation milestone as we have done for existing customers
- **Responsive Operations and Maintenance.** The Unisys Team will take maximum advantage of the lessons learned by Unisys and VAC in implementing ITS operations and maintenance support, as reflected in our master schedule.

5.1.2 Minimizing Life Cycle Costs

The Unisys Team will leverage VAC's inmate telephony expertise and Unisys' successful record as a supplier and maintainer of hardware to provide the NYS DOCS with the best value ITS solution and ensure the rapid and proficient acquisition of hardware and software products that meet full system life-cycle requirements. Our PMP processes also encompass and address product requirements that extend from systems engineering to on-site support.

The success of the ITS development process depends on the ability of Unisys to identify, procure, receive, and even reorder COTS products. Unisys has a thorough knowledge of components available from multiple vendors (and including an understanding of their operational capabilities, interoperability characteristics, and availability) and a proven acquisition process that will optimize product selection and procurement. In addition to providing for a cost-effective solution, our acquisition process ensures rapid product acquisition and implementation. We have existing agreements with vendors and the in-house resources of experienced configuration specialists and dedicated procurement staff that can facilitate the process and react quickly to changes in product needs.

The Unisys Team has the experience and resources and will provide a cost-effective, state-of-the-art, COTS ITS solution that:

- Features new hardware and software that meet or exceed the NYS DOCS's needs
- Supports dynamic, in-process development activities
- Can be rapidly integrated and installed at multiple locations
- Is easy to operate and maintain

We have a proven record of integrating products and providing solutions that support diverse user platform and applications needs. As discussed in our PMP, our acquisition approach is an integral part of the program/program management function and represents a consistent and reliable method of ensuring that ITS components are procured at the lowest cost to the government throughout the program life-cycle. Table 5-2 summarizes the benefits of the Unisys Team's approach to product evaluation and acquisition.

Feature	Benefit
Agreements in place with major infrastructure suppliers prior to contract award.	Product suites readily available, facilitating the quick reengineering review and selection of a solution.
Established agreements with multiple vendors for each type of product.	Permits the rapid performance of product cost/technical trade-off analyses.
Leverage existing agreements with product suppliers.	Ensures best volume pricing discounts.
Ability to manage delivery times by using appropriate forecast, inventory and just-in-time techniques.	Reduces normal delivery times from suppliers

Table 5-2 - Benefits of the Unisys Team's Product Acquisition Approach and Capabilities.

Our acquisition approach is focused on minimizing costs and maximizing responsiveness by leveraging Unisys' position as a world-class hardware provider and integrator.

5.1.3 Enhancing Communications

The Unisys Team understands the needs and expectations of the different ITS program constituencies. Our communications approach includes the use of tools and procedures that will facilitate the timely exchange of clear and concise information.

Our communications strategy is designed to ensure that NYS DOCS constituencies are continually informed about all project activities. Our approach includes the use of tools and procedures that will facilitate the timely exchange of clear and concise information. The Unisys Team also understands the various audiences affected by ITS solution deployment and their specific information needs. Because their support is critical to mission success, associated communications activities are considered a high plan priority.

Our plan leverages all available forms of communication, including a web-based portal using Microsoft SharePoint technology that will provide comprehensive, timely, and easily accessible information to NYS DOCS authorized users. We will adhere to agreed-upon procedures for interfacing with NYS DOCS entities and staff and ensure that key messages and required information are accurately received.

Our approach will also encompass holding "traditional" face-to-face meetings with NYS DOCS stakeholders, documenting meeting minutes, conducting conference calls, submitting status reports, and holding lessons-learned sessions. It is also flexible enough to incorporate the use of new project tools and procedures to disseminate information and ensure that there are clear lines of communication between the Unisys Team, our subcontractors, and the NYS DOCS in order to prevent any delays that could impact project schedule and performance.

5.1.4 Managing Risk

The Unisys Team's PMP includes a Risk Management Plan that leverages our understanding of the NYS DOCS environment, as well as the team's inmate telephony experience, software development methodology, and technical expertise. Our approach provides the tools, techniques, and controls necessary to effectively define and implement risk mitigation and management strategies. We will work proactively and in partnership with the NYS DOCS at program outset to ensure early consideration of and visibility into program risks and the rapid implementation of management and mitigation strategies.

Risk management is an iterative process that began during the development of the Unisys Team's response to the RFP and will continue throughout the entire project life cycle. In assessing potential subcontractors, Unisys gave significant weight to their experience with the NYS DOCS, ability to support deployment and maintenance, and technical capabilities. From a variety of perspectives – including risk management -- VAC was the only potential partner who "measured up" and could bring to the team the years of experience and NYS DOCS lessons learned that would best enable us to anticipate and resolve issues before they became problems. As a result, the Unisys Team is confident that we are the lowest risk provider of the next generation ITS.

The Risk Management Plan will be updated in collaboration with and based on guidance provided by the NYS DOCS to ensure it fully covers and addresses risk and problem areas and allows for the development of strategies to avoid schedule, budget, and program risks. A characteristic (and strength) of Unisys' approach to risk management is that risk management is an integral part of our program management approach. In addition, our NYS DOCS program management team will take advantage of its members' collective experience on large systems integration and implementation programs similar to NYS DOCS ITS, allowing us to better identify, judge, and prioritize risks. Table 5-3 lists features and benefits of our risk management approach, which will be applied to all phases of the ITS program life cycle.

Feature	Benefit
Experience-based understanding of risks	Enhances risk planning, identification, and mitigation activities Allows risk control/ mitigation/contingency actions to be undertaken in a timely manner to prevent impacts to the program.
Regular, collaborative risk review by the NYS DOCS and the Unisys Team	Provides added visibility so that risks are quickly identified and addressed
Provision of a formal plan for identifying and mitigating program risks	Defines risk and problem areas and provides for the development of contingency plans to control impacts on schedule, budget, or program
Unisys program experience and approach	Results in a risk identification and mitigation approach fully integrated into the program management approach

Table 5-3: Features and Benefits of Our Risk Management Approach. *The Unisys Team's risk management approach reflects the team's NYS DOCS experience and experience with system integration and implementation projects of similar scope.*

5.1.5 Software Development

The Unisys Team's approach to software development maps directly to industry best practices and aligns to the NYS DOCS's program objectives.

The Unisys Team Software Development Plan (SDP) reflects a structured methodology used for all development activities. It maps directly to industry best practices and aligns with NYS DOCS program objectives. Our SDP identifies all the activities necessary to develop any ITS interfaces and any additional enhancements requested by the NYS DOCS.

Our SDP is tailored for the corrections environment and incorporates the team's knowledge of and ongoing experience in the justice and corrections communities. VAC has been implementing inmate telephony systems in the Federal corrections environment for 10 years. The company's experience includes developing interfaces for commissary and inmate tracking systems. The Unisys Team will leverage our experience to implement a SDP that provides the greatest value to the NYS DOCS and instills the project planning and development processes necessary to the successful delivery of the ITS solution.

5.1.6 Installation

The Unisys Team's approach to installation reflects our NYS DOCS knowledge and experience. As a result, we have been able to draft an installation plan that can be activated on "day one."

Our draft Implementation Plan, provided as an Attachment is comprehensive and designed to meet the 90-day transition period established by the DOCS. In developing the plan, the Unisys Team took advantage of its extensive NYS DOCS experience and inputs provided by current Unisys and VAC personnel to provide a plan that can be used from day one.

Use of the combined resources of ShawnTech field engineering force and Unisys and VAC personnel represents a highly effective approach to installation of the ITS. The proposed system's standardized architecture and the use of well-documented procedures will minimize the time required to install individual units, permitting more time to be focused on testing and ensuring NYS DOCS satisfaction.

5.1.7 Maintenance and Escalation

The Unisys Team's approach to ITS maintenance and escalation integrates Unisys' field maintenance organization staff with the resources of ShawnTech, and VAC's Technical Assistance Center (TAC).

Our approach to meeting operational support requirements revolves around integrating ShawnTech field maintenance organization with the resources of VAC's Technical Assistance Center (TAC) Unisys has more than 30 years of experience providing field service support to clients across the nation and around the world. If necessary, we have the infrastructure and experience necessary to recruit and manage a substantial pool of support personnel and provide coverage for NYS DOCS correctional facilities.

Our maintenance and escalation approach was developed in collaboration with ShawnTech and VAC and reflects our team's experience with the NYS DOCS and on projects of similar or larger scope. It is designed to be executable from day one, will satisfy the NYS DOCS's needs, and ensure that we meet or exceed service level agreements.

The Unisys Team is confident that our program plans are straightforward, effective, efficient, and ready to execute They are designed to meet ITS program requirements, minimize costs, and ensure responsiveness and quality in every program phase.

5.1.8 Project Manager [RFP Section 3.8.1.1]

The Unisys ITS management staff has significant experience managing successful ITS programs, another measure of trust NYS DOCS can place in Unisys.

To demonstrate our commitment to the success of the NYS DOCS contract, Mr. Robert Bratt, the Unisys Partner responsible for Justice and Corrections programs, will provide Unisys corporate sponsorship and ensure the provision of all resources needed by the Program Mr. Bratt has more than 26 years of experience overseeing, managing, and implementing complex multi-million dollar programs for commercial, U.S government, and foreign government programs. Mr. Bratt has more than 22 years of direct experience supporting and managing Department of Justice programs including serving as the Executive Officer for the Criminal and Civil Rights Divisions Mr. Bratt is personally committed to ensure that the Unisys team meets or exceeds the requirements for the NYS DOCS ITS contract.

Mr. Bratt hand selected Mr. Paul Nicandri as our Program Manager based on his strong management background Mr. Nicandri is also responsible for the FBOP ITS contract and brings unique domain knowledge to this project During his three years with the FBOP program, he gained a deep understanding of the IT challenges and requirements facing correctional service organizations The FBOP ITS project constantly receives high customer satisfaction ratings under Mr. Nicandri's stewardship. Mr. Nicandri is committed to providing the same, high customer satisfaction level for the NYS DOCS ITS contract.

Our Management Team listed in the table below is supported by a highly skilled, professional staff, supported by proven ITS Standard Operating Procedures that will be tailored to meet the needs of the NYS DOCS. Our Program Management Plan further highlights the capabilities of the Unisys Team

Unisys Team Sr. Leadership	Key Responsibilities
Mr. Robert Bratt, Unisys Justice Practice and Managing Partner Executive Sponsor for State of New York ITS	1 Lead for all Unisys' Department of Justice and Inmate Telephone projects 2. 28 years of extensive experience overseeing, managing, and implementing complex multi-million dollar programs 3. Over 22 years with the DOJ, where he demonstrated the ability to navigate and resolve difficult budget, development, implementation, schedule, and delivery issues associated with IT projects and U S Federal policy programs 4 Served as the PM on an $800-million program for Telcordia Technologies, a CMM Level 5-rated telecommunications software company
Mr. Naren Patel Customer Relationship Executive	5 30 years experience with Unisys 6 Focused on State of New York government clients for the past 22 years 7 Albany Chamber of Commerce and the NYS Business Council. 8 Member of the NY Public Welfare Association (NYPWA), 9 Member to the Best of New York Board of Directors for Digital Government 10. Member of the Advisory Council for the Government Technology Conference (GTC)
Paul Nicandri, Unisys Program Manager	11 Responsible for the entire scope of the engagement and the delivery of the ITS solution and for the overall solution deployment to the correctional facilities 12 14 years of experience managing projects 13. More than 12 years supporting telecommunications projects including the FBOP ITS-3
Steve Hodge, VAC Chief Architect	14 Chief Architect of the Focus system and proposed State of New York ITS solution 15 Responsible for the overall solution architecture and will manage the development and architecture teams 16 Co-founder of VAC; Executive Vice President of Product Development 17. Over 20 years of experience in the telecommunications industry with KTI Corporation and VAC
Keith Elsmann, VAC Program Manager	18 Worked in the telecommunications industry for over 23 years and is one of the pioneers of the Inmate Telephone Services Industry 19 Spent 20 years with MCI Communications/Verizon where he was instrumental in the development and management of MCI's Inmate Telephone Services division 20 Directly responsible for the sales, contract negotiation, financial development and on-going executive level management of each of MCI's Inmate Telephone System Customers to include the States of Florida, New York, Louisiana, Ohio, Virginia and Colorado as well as many large County customers to include Dallas County Texas, St. Louis County Missouri and Hillsborough County Florida.
Tillman Mosely, ShawnTech Program Manager	21 Over twenty (20) years of project management experience, nine (9) of which have been supporting ShawnTech's inmate telephone maintenance contracts 22 Senior Project Installation Manager 23 For the NYS DOCS contract Mr. Mosley will be responsible for managing the on-site installation process (inmate phones, call control systems) for the inmate telephone contract.

Table 5-4 – Unisys Team Leadership

5.1.8.1 DOCS Resources [RFP Section 3.8.1.2]

Unisys does not require a significant amount of DOCS resources to implement, migrate, install, or operate the proposed ITS solution. NYS DOCS support is anticipated to include:

- Program management support in prioritizing sites and confirming planned deployment
- On-site support in receiving and securing any equipment that may be shipped to the site
- On-site support assuring timely access to facilities
- Program management support in ensuring any other vendors or NYS DOCS MIS organizations that are involved with data that transfers into or out of the Focus system are responsive to Unisys request for information or work to ensure data transfer processes are developed in a timely fashion
- On-site support during testing and acceptance of systems

5.2 Call Recording Migration [RFP Section 3.8.2]

The existing ITS recordings and associated call detail record information will be imported into the VAC Focus system without loss of information, chain of custody, and playback ability The imported recordings will be converted to the VAC native .wav true speech compression and the call detail information will be imported into the appropriate Focus databases. The imported call records and recordings will then be managed and accessed by the Focus system in the same manner as the native call records and recordings made from the Focus system are managed and accessed.

It is Unisys' understanding that the call recordings are stored and maintained at each facility Since there will be large amounts of call recording data at each site when the existing ITS equipment is decommissioned the recordings and call detail records for that site will be saved to a portable disk array and transported to the [redacted] When on-site at the [redacted] center the call recordings will be converted from their current ADPCM format to the VAC format to provide a seamless functionality for the users. Once the data has been imported from the decommissioned site the existing ITS equipment will be removed.

When all call recordings and call records have been imported into the Focus system the investigators will be able to run searches on the call detail records of the imported recordings, play the imported call recordings, and export the imported call recordings and data to CDs from their workstation.

5.3 Fallback Plan [RFP Section 3.8.3]

The Unisys Team is prepared to stay onsite until the Unisys ITS system is fully operational In addition to operations and support, the NYS DOC ITS Maintenance and Escalation Plan outlines Tier 2 and Tier 3 support that is available to ensure the Focus system is functioning properly A complete customer acceptance plan will be completed prior to decommissioning the existing system. The legacy ITS will remain in a parallel production throughout the installation of the new hardware and software components and migration will take place in a phased and staggered process. A more complete view of the Unisys Fallback plan can be found in the attachment titled: ***Implementation and Migration Plan***.

5.4 Acceptance Testing [RFP Section 3.8.4]

The objective of the Unisys NYS DOCS ITS acceptance test plan is to validate the full functionality of the installed ITS in accordance with the approved detail design. We will conduct testing using a combination of manual procedures. The acceptance test will be performed at each facility during each install. Unisys acceptance testing will be developed to fully cover all required system functionality, including the operational capability of the network management software and trouble ticketing system.

Unisys will prepare and distribute a comprehensive schedule of events for acceptance by all involved parties. The combined project team will be responsible for scheduling and determining the following tasks:

- Assignment of test team members (representatives of users on specific areas of the network will be part of the test team, in addition to Unisys and component project staff)
- Planning of test events
- Distribution of the test plan and test schedule
- Coordination of required test performance activities
- Planning review of test plans and schedules with involved parties prior to start
- Recording and documenting of all test results
- Generation of the official test acceptance report.

The official test and acceptance report will include:

- Test description with details of functionality validated and test parameters
- Fully documented test results
- Identification of network components covered by the test
- Names of test participants and observers
- All engineering and installation packages (EIPs) for the installed locations validated during the test
- Official signed acceptance letter.

In the event of a test failure, the combined project teams will conduct an in-depth review of the test results to determine the cause. The Unisys project team or the component, in the case of infrastructure failures, will perform the necessary remedial actions. The combined project team will then schedule a full or partial retest, as required.

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7.0 Phase-Out Plan [RFP Section 3.12]

The Unisys Phase-Out approach is based on our Phase-In approach. Our professionalism and dedication to NYS DOCS goals will support a low-risk phase-out approach. Unisys will coordinate its phase-out activities with the incoming Contractor to effect a smooth and orderly transition at the end of the contract period. Unisys will provide on-the-job training for the incoming contractor personnel, as needed by the in-coming Contractor.

Unisys will deliver to the NYS DOCS a Phase-Out plan 80 calendar days before contract completion or termination. Unisys will maintain full contract compliance during the period of time leading up to the contract expiration or termination. During turnover of the ITS systems to the successor contractor, Unisys will deliver an inventory of all Unisys-owned property and any outstanding requests/enhancements/issues. Unisys will turn-over all Unisys-owned property on the NYS DOCS facilities by close of business on the last day of the contract.

Unisys will ensure subcontractor and Unisys staff remains on the contract during the transition period. We develop employees and invest in their future to make certain we can retain the staff and ensure that they have skills necessary to be leveraged on different types of projects. Unisys is committed to NYS DOCS and the ITS project. If NYS DOCS decides to transition the task, Unisys will make sure that the necessary personnel are available.

The proposed transition timeline is described in the table below and is based on the following factors:

- Kick off meeting will be scheduled within the first week of the transition month by the new contractor
- The new contractor's ability to rapidly assume responsibilities for the ITS system.

Execution of this plan is dependent upon contract award to a new contractor and approval to begin work.

Stage	Key Activities and Milestones	Phase-Out Time Line
1 – Planning	• Kick-off meeting; define roles and responsibilities • Schedules and milestones; critical path issues • Finalize contract phase-out plan • Unisys will deliver to NYS DOCS an inventory of all outstanding requests/enhancements/issues • Unisys to provide existing documentation to new contractor	Days 1 – 10

2 – Knowledge Transfer	• Review inventory of all outstanding maintenance requests/ enhancements/issues
	• Unisys to provide overview of ITS environment
	• Review documents, processes, and procedures
	  o Current development practices and methodologies
	  o Current Change Management processes
	  o Change Management policies and procedures
	  o Issue resolution and change request management
	  o Instance management; patch and upgrade management
	  o Security
	  o Database back ups
		10-30

	• Support knowledge transfer of the following: o Asset management responsibility o Current System Security Plan and system diagrams and documents, software licenses and warranties o Network configuration and IP addressing; security patches and configuration; back-up processes, back-up schedules, and retention; configuration items; special operations processes and procedures o Application operations and maintenance	
3 – Transition Support	• Continue knowledge transfer • Transition all O&M duties providing oversight • Transfer asset management responsibility • Transition and review updates to documentation, processes, and procedures • O&M tasks performed in an unassisted mode • Transfer data as requested	30-80
4 – Transition Complete	• Transition period over; team operating in a steady state • Unisys monitors performance of new contractor • Transfer all Unisys-owned property at NYS DOCS spaces or facilities by the last day of the contract • Provide NYS DOCS transition debrief	80-90

Table 7-1 : Phase-Out Transition Schedule. *Our Phase-Out Transition Plan will be conducted in full coordination with the incoming contractor.*

8.0 Training [RFP Section 3.13]

Unisys recognizes the need to provide system administration training to those DOCS personnel responsible for day-to-day operation and use of the ITS. While the ITS operates in an automated fashion, and in-state maintenance personnel are always available to assist, it is extremely helpful for DOCS personnel to understand system controls, trouble reporting procedures, and investigative reporting options In our opinion, a successful installation is not complete until those who use it are comfortable with day-to-day operations. This is best accomplished through hands-on training following system activation

Prior to finalization of the training plan and schedule, the Unisys and VAC training team will meet with the appropriate DOCS personnel to customize the training class content and schedule. Although all personnel will be given an overall review of the system, feature and functionality, investigators and administrative personnel will be trained in system features designed specific for their day-to-day duties. Classes will be held on-site prior to and following activation of the system. All personnel will be provided with an introduction of the system prior to activation. More detailed training of administrators and investigators will be performed following activation on the live system

The General System overview classes take approximately two (2) hours and the more detailed classes take approximately another four (4) hours Training of Headquarters personnel will take approximately six (6) hours total. All personnel attending the training secessions will be required to take a proficiency exam.

All personnel will be provided with user manuals which provide detailed step-by-step documentation and a Quick Reference Guides for easy reference of the most used applications within the system.

Additionally, the Focus System provides context-specific help screens to assist the user during any process. By simply pressing the F1 key, a help window will appear with contents targeted toward the software function in use

Finally, at any time any user has difficulty performing a System task, they may call into VAC's Technical Assistance Center which is staffed with live technical reps that can assist 24 hours a day, 7 days a week, 365 days a year.

Refresher training sessions will be held at least once per year and will be coordinated through the DOCS.. Refresher training can be held at the individual sites or at any DOCS regional meetings.

New employee training can be provided by any in-state technician at any time or conducted remotely through WebEx. WebEx is the ability to train remotely and can be made available to a large numbers of users. A trainer can be located anywhere with connectivity via the Internet The trainer's PC is shared so that others can view what the trainer is performing on their PC.. This is an effective tool that works well in this environment

In addition to providing DOCS personnel with training, Unisys will provide the DOCS with an informational form that will be provided to the inmate upon entry to the DOCS. The form will include dialing and initial voice recording instructions as well as rates and family billing options. This form will be provided to the DOCS during the pre-implementation process for review and approval.

Provided below is a table of the General Training Content that will be provided to ITS users. As stated above, classes will be customized to individual user needs

The comprehensive training curriculum is designed to cover complete system administration and all investigative tools described below.

Training Course Outline	
Topic	**Content**
Introduction	Overview of the Inmate calling System functions and features
Workstation Access Control	Overview User ID Management Security Level Access Management User Alerts
System Administration	Overview Class of Service Maintenance Living Unit Maintenance Telephone Location Maintenance Facility Telephone Number Control Block List Administration Telephone List Update Enable/Disable Telephones Account Overview Add a New Inmate Account Update Inmate Information Update Inmate Phone List Transfer Inmate Between Facilities
Reporting/Investigative Functions	View Calls in Progress SPY – Monitoring SPY – Snitch Investigator Notification General Reporting Capabilities Defining Report Parameters Save & Reprint Reports Financial Reports Maintenance Reports Investigative Reports Monthly Revenue Reports Shadow Recording
Calling Process	Placing a Call Dialing Instructions Direct Dialed Calls Collect Calls Local Calls International Calls Call Results Announcements

Table 8-1 : Sample Training Outline

To further support familiarization and learning, the Focus software provides context-specific help screens to assist the user during any process. By simply pressing the F1 key, a help window will appear with contents targeted toward the software function in use.

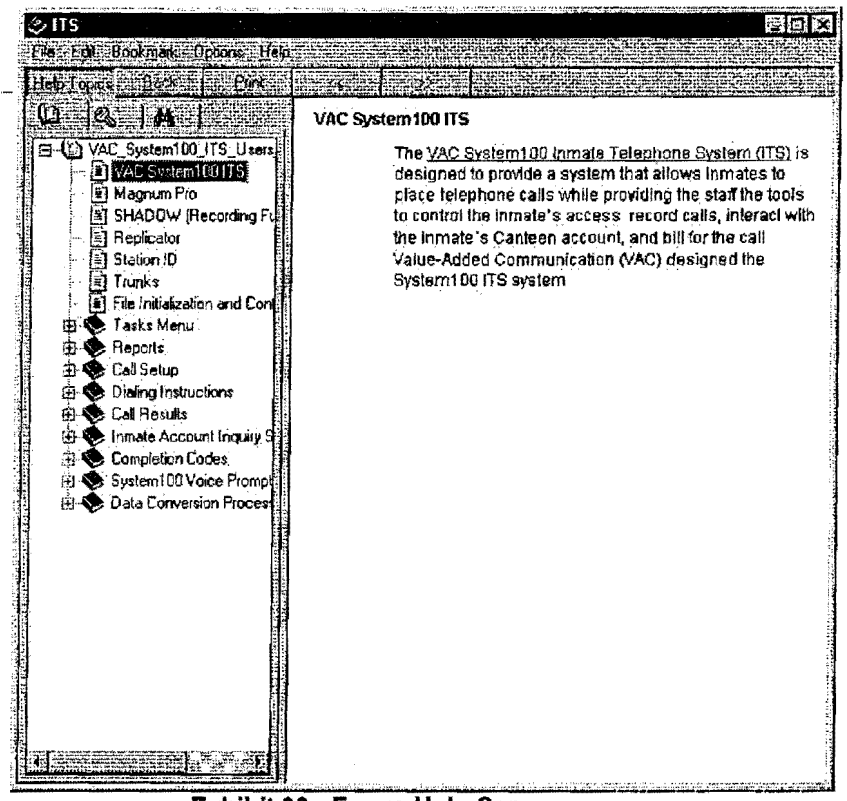

Exhibit 33 : Focus Help Screen

9.0 Reporting [RFP Section 3.15]

The proposed Focus Inmate Telephone System has a wide variety of reporting options available to the New York Department of Corrections. Using any Unisys provided workstation; Authorized Users can generate, view, and print standard reports. The Focus System will maintain a record of all reports that are downloaded, with the date and time of the download, and the name of the person who performed the download. All reports have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports are readable on screen, printable and can be downloadable into an excel format. Additionally, custom reports can be created if required.

There are approximately forty standard reports that are available. These reports are indexed and tabbed by the following categories: Investigative Reports, Maintenance Reports and Financial Reports. A complete listing of sample reports for each category has been provided in the Attachment titled ***Focus System Reports***.

INVESTIGATIVE REPORTS	DESCRIPTION
ACCOUNT TELEPHONE NUMBER LIST	Provides a complete current list of allowed numbers associated with a specified inmate account.
ALERT NOTIFICATION	Provides calls made by inmates placed on alert and calls made to telephone numbers that have been placed on alert status during the desired report period. The report can be obtained by entering the desired report period
APPROVED TELEPHONE NUMBERS SEARCH	Provides a list of the inmates that are allowed to call specific telephone numbers. The report can be obtained by entering the telephone numbers and the desired report period.
CALL DETAIL	Provides the completed calls by inmate (in the order that they were placed) over a specified time. The report can be obtained by entering the inmate and a specified time frame.
CALLS FROM PIN NOT AT FACILITY	Provides all inmates' attempts to place calls with Invalid PIN numbers. The report can be obtained by entering the desired report period
CHRONOLOGICAL LIST OF CALLS	Provides a log of the calls attempts (successful and unsuccessful) in the order that they were placed. The report can be obtained by entering the type of call (collect, debit, or both) and the desired report period.

INVESTIGATIVE REPORTS CONTINUED...	DESCRIPTION
CURRENTLY SUSPENDED TELEPHONE ACCOUNT	Provides a list of inmate telephone accounts where calling privileges have been suspended during the desired period. The report can be obtained by entering the desired report period.
EXTRA DIALED DIGITS	Provides a list of all calls where extra dialed digits were detected during the desired period. The report can be obtained by entering the desired report period.
FREQUENTLY DIALED NUMBERS	Provides a list of the telephone numbers called more than a specified number of times within a specified range of dates. The report can be obtained by entering the minimum number of calls to the telephone number and the desired report period
INMATE DIRECTORY	Provides a log of all inmates. The report can be obtained by entering the desired report period
INMATE HISTORY	Provides all transactions associated with an inmate telephone account over a specified time including commissary account debit calls, collect calls, deposits, refunds, transfers, and/or changes to inmate telephone list. The report can be obtained by entering the inmate and a specified time frame.
INMATE TRANSFERS	Provides a list inmate telephone accounts that have been received or transferred during a specified time. The report can be obtained by entering the inmate and a specified time frame.
LOCALLY BLOCKED TELEPHONE NUMBERS	Provides a list of all phone numbers blocked by the local facility.
NEW INMATE(S)	Provides all inmate telephone accounts added during the specified time period. The report can be obtained by entering the desired report period.
QUANTITY OF CALLS PLACED	Provides a list of all inmates that have placed calls in excess of the user-defined number of calls in a specific time period. The report can be obtained by entering the minimum calls threshold, type of call (collect, debit, or both), and desired report period.
QUANTITY OF MINUTES CALLED	This report provides a list of all inmates that have placed calls in excess of a user defined total amount of minutes in a specific time period. The report can be obtained by entering the minimum amount of minutes threshold, type of call (collect, debit, or both), and desired report period

INVESTIGATIVE REPORTS CONTINUED...	DESCRIPTION
RELEASED INMATES	Displays inmates released and removed from the inmate telephone system. The report can be obtained by entering the desired report period.
SPEED DIAL SEARCH	Displays inmates who have called the same telephone number during a specified time. The report can be obtained by entering 3-digit speed dial codes.
SYSTEM-WIDE BLOCKED TELEPHONE NUMBERS	Provides a list of all phone numbers globally blocked throughout the prison system
TELEPHONE NUMBERS CALLED BY MORE THAN ONE INMATE	Provides a list of telephone numbers that have been called by a user defined number of inmates within a specific time period. The report can be obtained by entering the minimum number of inmates calling and the desired report period.
TELEPHONE NUMBERS LISTED IN MORE THAN ONE ACCOUNT	Provides the telephone numbers that are on more that one inmate's list of numbers allowed to be dialed. The report can be obtained by entering the minimum number of inmates calling and the desired report period
TELEPHONE NUMBER USAGE	Provides a list of all calls made to a user specified telephone number(s). The report can be obtained by entering the telephone number, type of call (collect, debit, or both), completed, uncompleted, or both calls, minimum call duration, and a specific time period.
THREE-WAY CALL DETECT	Provides a list of how many Three-Way Call attempts were detected The report can be obtained by entering the desired report period.

Table 9-1 Listing of Investigative Reports

MAINTENANCE REPORTS	DESCRIPTION
CITY NPA-NXX SEARCH	Provides the city and state for a particular NPA-NXX.
LOCAL EXCHANGES	Provides area codes and exchanges that are designated for the local calling area
NON-AREA CODE/EXCHANGE ATTEMPTS	Provides record of call attempts to invalid area codes.
PERCENTAGE GRADE OF BLOCKING	Provides hourly call traffic information showing the number of calls attempted, the number blocked by traffic, and the percentage blocked. The report can be obtained by entering the desired report period.
STATE BY NPA SEARCH	Provides the state for a particular NPA (area code).

Table 9-2 Listing of Maintenance Reports

FINANCIAL REPORTS	DESCRIPTION
DAILY CALL CHARGES	Provides a list of collect and debit call activity for a day or date range.
FINANCIAL TRANSACTIONS	Provides a record of the total number of financial transactions for an individual inmate
INMATE DEPOSIT	Provides a record of individual inmate deposits.
INMATE RECONCILIATION	Offers a detailed reconciliation of an individual inmate's debit account

Table 9-3 Listing of Financial Reports

The following screen captures illustrates the point and click function of pulling a report from the Focus System.

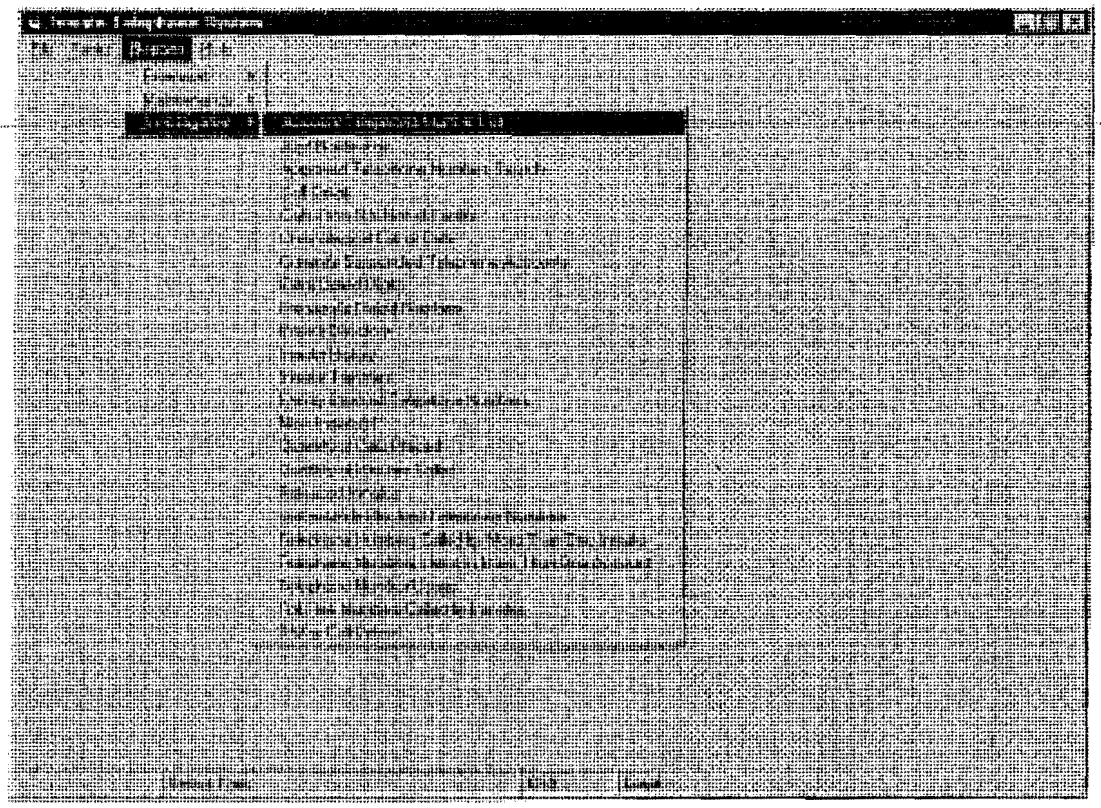

Exhibit 34: Report GUI

In addition to a pre-packaged CDR report, a flexible, user friendly CDR Browser ad hoc query feature will be provided. The presentation format can be customized to:

- Display or suppress any stored piece of information about a call record,
- Sort ascending or descending on any of the fields selected,
- Select for one or more values in each selection field (e.g. multiple originating stations, multiple called numbers)
- Allow wild card search criteria
- Select for a range of dates and times
- Search calls of a specified length
- Search calls of a particular type
- Any call selected can be played by users with appropriate security authority as well as exported to a CD for evidentiary use
- Save frequently used ad hoc queries for future use

The user will enter the GUI interface, select their search criteria for a specified report, click on the preview/print button and view the report results. A screen shot of the system interface GUI depicts how the user is allowed to define the parameters to be applied to produce the customized report:

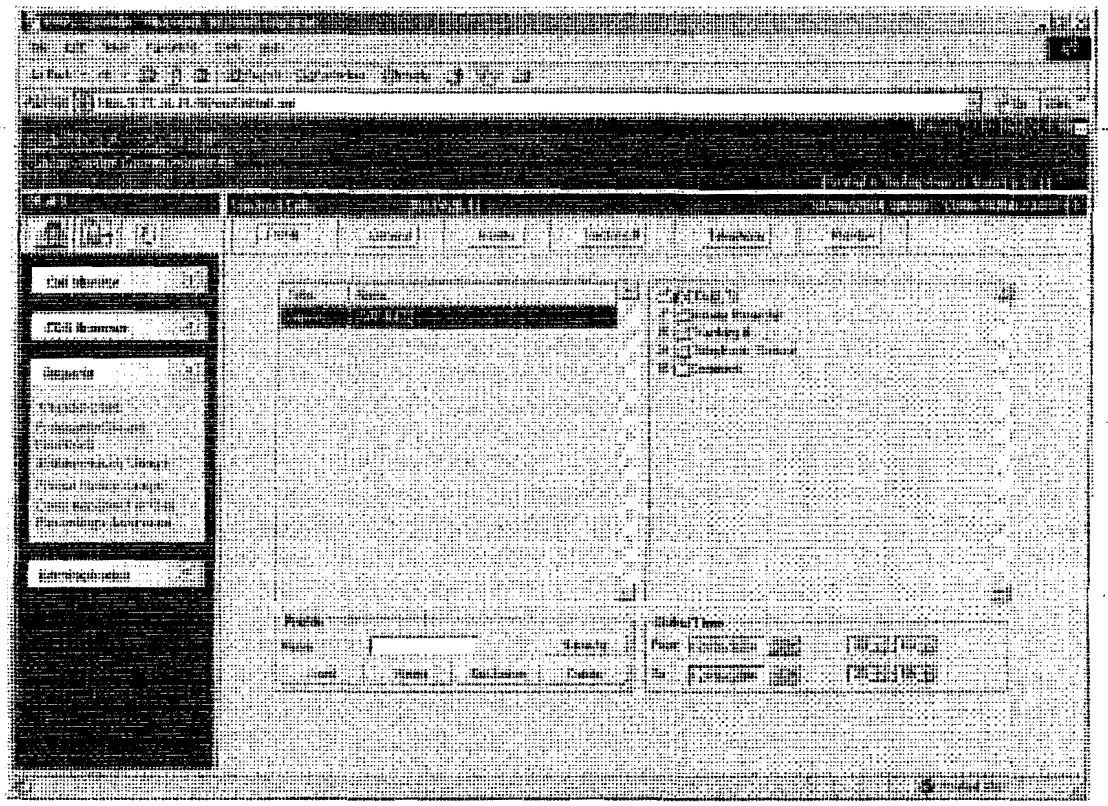

Exhibit 35: Customized Report GUI

In addition above described DOCS accessible reports, Unisys will provide monthly reports that provide at a minimum call statistical data to include number of calls, minutes, actual duration, billed duration and revenue broken down by local, IntraLata, interlata, interstate and international destinations. These monthly reports will be customized and formats will be reviewed with the DOCS for approval during the System Implementation Process.

Additionally, Unisys will customize a monthly report that will provide the following data at a minimum as outlined in Section 5 of the RFP document. During the implementation process, Unisys will provide report samples of this data for review and acceptance by the DOCS. The data will be reviewed with the appropriate DOCS staff on a monthly basis. During the Quarterly Review Meetings, Unisys will provide the data in a summarized Monthly, Quarterly and Year-to-Date report to ensure compliance the DOCS expectations

- **Site Equipment:**
  - Total Installation Completed
  - Maintenance Performed
- **Software:**
  - Updates/New Releases Installed
- **End User Customer Service:**
  - Trouble Resolution Rate
  - Wait Times

- Abandoned Calls
- Total Complaints Files

– **DOCS Customer Service:**

- Trouble Tickets Opened
- Resolution Rates
- Access to Technical Support

– **Focus System Performance:**

- System Availability Per Site
- Monthly availability within operation hours

– **Data Transfer:**

- Timing
- Accuracy

– **Inmate Calls:**

- Drops and Disconnects
- Voice Quality
- Complaints

10.0 Customer Service [RFP Section 4.0]

10.1 Support Services for the DOCS [4.1]

Unisys has selected Mark Gibson and Brian Galke with Value Added Communications (VAC) to act as the primary and secondary DOC contacts. They will be the DOC principal liaison for both Technical and Customer Support and will be available 24 hours per day. Both are located at the VAC headquarters in Plano and are intimately familiar with the DOCS' operational and support requirements and service levels

In addition to Mark and Brian, it is the intent of Unisys to hire an instate Operations Manager to further oversee all Technical and Customer Support. This person will be hired following contract award and will be knowledgeable in DOCS operation. Unisys will make every attempt to recruit and hire an in-state operations manager that is familiar with the NYS DOCS operations to include offering employment to incumbent employees.

Unisys has completed the Staff Qualification Form as provided in RFP Appendix H below and has provided resumes for both in the pages to follow.

10.1.1 Primary Contact:

Vendor Name:	Value Added Communications Inc.
Name of Proposed Staff:	Mark Gibson
Position and Title:	Manager Technical Assistance Center (TAC)
Name of Firm:	Value Added Communications Inc.
Telephone Number:	972-535-3325
Role in This Contract:	Primary TAC Center Contact
Years Experience - Total:	17 Years
Years Experience - With Current Firm:	5+ Years

Education (Degree(s) and Specialization):

Significant Credited Courses:

- Problem solving with the computer
- Text processing applications
- PC Operating Systems and Utilities
- Database Applications
- Data communications
- Fundamentals of Networking
- PC Hardware
- User Documentation and Training

Jan 1997-1998	Richland College, Dallas, Texas Associates Degree in PC Support
1992-93	SFA University, Nacogdoches, Texas
1989 – 91	Richland College, Richardson, Texas

10.1.2 Secondary Contact

Vendor Name:	Value Added Communications Inc.
Name of Proposed Staff:	Brian Galke
Position and Title:	Installation and TAC Engineer Manager
Name of Firm:	Value Added Communications Inc.
Telephone Number:	972-535-3333
Role in This Contract:	Secondary TAC Center Contact
Years Experience - Total:	6 Years
Years Experience - With Current Firm:	6+ Years

Education (Degree(s) and Specialization):

Bachelor degree from Texas Tech University, 6 years technical work experience, MCSE (MCP+Internet), TCP/IP, IIS 4.0 certifications.

10.1.3 Resume of Mark Gibson

SUMMARY OF QUALIFICATION: Qualified to provide support for personal computer users and to trouble-shoot software and hardware problems.

Significant Credited Courses:

- Problem solving with the computer
- Text processing applications
- PC Operating Systems and Utilities
- Database Applications
- Data communications
- Fundamentals of Networking
- PC Hardware
- User Documentation and Training

EDUCATION

Jan 1997-1998	Richland College, Dallas, Texas Associates Degree in PC Support
1992-93	SFA University, Nacogdoches, Texas
1989-91	Richland College, Richardson, Texas

WORK EXPERIENCE

2002 – **Manager, Technical Assistance Center, VAC**
Manager Managed the implementation of additional support services and products for the Federal business unit, including back office services, a web-enabled ad-hoc query reporting tool, and a web-based digital recording and monitoring product.

1998-2002 **Tier II Support Engineer Stream International, Inc.**
Developed business plans and life cycle methodology for design, procurement, implementation, and management services for enterprise networks for Southwest U.S. Marketed consulting

1994-1996 **REVCOM Communication**
Troubleshoot and repaired electronic payphones, operated computer controlled coin counting machine, installed line powered and AC powered electronic payphones

1993-1994 **Telserve Communications**, Inc., Richardson, Texas
Duties: Route technician plus assisted in Operation Center where electronic payphones are programmed with pre-subscribed alarms for the payphone to call in needed repairs.

1990-1992 **DSC Communications Corporation,** Plano, Texas
Duties: Mechanical Assembly, Technical Assistant in troubleshooting and board repair, plus quality control.

10.1.4 Resume of Brian Galke

SUMMARY OF QUALIFICATION

Brian Galke has been with Value-Added Communications (VAC) for over six years As Director of Service Management, he supervises all VAC field technicians and acts as the internal customer advocate and post sales support for all sites He is responsible for customer support, information gathering and the day-to-day account management

Significant Credited Courses:

MCSE (MCP+Internet), TCP/IP, IIS 4 0 certifications

EDUCATION

BA in Communications Studies from Texas Tech University

WORK EXPERIENCE

Before VAC, Brian held positions in sales and was a technical recruiter for a small company.

10.1.5 Ticketing System [RFP Section 4.1.5]

The program will leverage VAC's Trouble Ticket Management System (TTMS) which utilizes *Service Wise*, designed by TechExcel, a nationally recognized developer of software solutions designed to meet the unique requirements of specific industries.

Over the past several years, VAC engineers have customized the TechExcel program to support VAC's existing ITS customers. The end result is a customized automated Trouble Ticket management system that allows the VAC TAC, field technicians, and customers to log, track, manage and assure appropriate response to trouble incidents.

The TTMS allows VAC and Unisys team members the ability to perform impact analysis, prioritize the severity, escalate urgent issues, route items to specialists for quicker resolution, and submit necessary change requests if required.

The DOCS will be provided Administrative access to the TTMS that will allow complete view into active and historical tickets. DOCS personnel will receive automated e-mail notification of open tickets by priority level and incident progress.

The TTMS provides a full suite of Reporting & Analysis tools to include list reports, trend reports, summary reports and distribution reports. Each report is easily customizable, and can be saved, on a per-user basis using a simple report configuration page. Reports include submission and closing trends, plus resolution time and workload analysis. Report content can be fine-tuned using both search conditions and filters.

The TTMS will allow the Unisys provided on-site program manager to maintain detailed record of all incidents, problems and activities. The program manager will provide monthly reporting to the DOCS on a monthly basis.

VAC's TTMS is a proven system customized for the corrections market. Unisys is confident that the system will provide for successful problem resolution management.

The TTMS includes a web portal that for online incident submission, status checks, online conversations and intuitive knowledge base searches. Empower IT teams by providing a single, integrated solution for all their needs: help desk incident management, problem escalation and analysis, IT change management, and optional holistic asset management and service level agreement modules.

VAC TTMS features include the following:

- **Incident/Problem Tracking** Tracks all incidents and problems with full audit trail throughout the resolution lifecycle. Each record may contain documents, knowledge-topics, links, email threads, and more for a complete view.
- **Workflow Engine** Configurable incident and problem resolution processes using the easy to use workflow editor. Customize a complete process with progress states, transitions, business logic, and field-level data privileges using a simple graphical tool that allows VAC to create consistent method for handling incidents and problems.
- **Customizable Interface** Pages and fields are user-defined using a simple GUI tool that allows a complete customization of interfaces and field choices.
- **Auto-Routing** Route incidents and problems to an appropriate team member, group folder, state or priority depending on business rules.

- **Auto-Escalation** Escalate incidents or problems based on a combination of categories and time criteria including: elapsed time, no progress made, open too long, due date approaching/passed.
- **Notification - Alerts and Reminders** Define notification rules to ensure efficient communication throughout the resolution process. Numerous rules may be configured based on categories, fields, time, data field changes or any combination of any these. A complete thread of all email communication is kept.
- **Knowledge View & Document Storage** Documents and FAQ's may be stored in the TTMS knowledge base. Documents may be uploaded or created from document templates to create a uniform style for how-to's, resolution procedures, or any other necessary documentation.
- **Reporting & Analysis** Includes complete, out-of-the-box, reporting with list reports, trend reports, summary reports and distribution reports. Each report is easily customizable, and can be saved, on a per-user basis using a simple report configuration page.

In addition, AT&T Managed Internet Service includes 24-Hour Hotline. All calls to the hotline are directed to the appropriate technician through a touch-tone menu system.

With the support of the NOC, the AT&T Customer Care organization tracks problems from initial report to satisfactory resolution through the Network Operations Trouble Ticket System. While the technical staff is resolving any given problem, its current status is reflected in the Trouble Ticket System. If needed, the system's electronic mail and fax interfaces facilitate the electronic distribution of trouble ticket reports to the customer's technical contact.

10.1.6 DOCS Access to Customer Information [RFP Section 4.1.6]

To provide DOCS access to the end user accounts, Unisys will install a desktop application called "RMS Access" on the Unisys provided workstations. This will allow DOCS' ITS a view only access into each end user's PrePaid account. Because the application will be installed on the Unisys provided workstation, Authorized Users will have real-time access to the entire above listed end user account information. Training is the use of RMS Access will be provided by VAC and Unisys training personnel during system installation as described within the training review section of this RFP.

10.2 Support Services for Customers [4.2]

10.2.1 Toll Free Access and Multilingual Support [RFP Section 4.2.1]

VAC customer service representatives are available Monday through Friday, from 8:00 a.m. to 7:00 p.m. Central Standard Time. Upon contract award, the representatives will be available from 7:00 a.m. to 11:00 p.m. Eastern Standard Time to meet the requirements of the RFP. The bi-lingual customer service line is 1-800-786-8521. During after hours, an IVR will enable customers to access account information over the phone. Customers can also communicate with VAC via email at CustomerService@myvconnect.com

10.2.2 Customer Account Access [RFP Section 4.2.2]

The VAC brand name for pre-paid collect call services is called V-CONNECT. The V-CONNECT service makes it possible for anyone to receive collect calls from a NYS DOCS institution regardless of the reason traditional collect calling is not available. Once the account is established, subsequent collect calls will complete and the cost of the call will be deducted from the account bypassing the collect calling restrictions. NYS DOCS ITS customers have secure web-based access to account information including, billing, payment, and blocked call status and history through the web site http://www.myvconnect.com/.

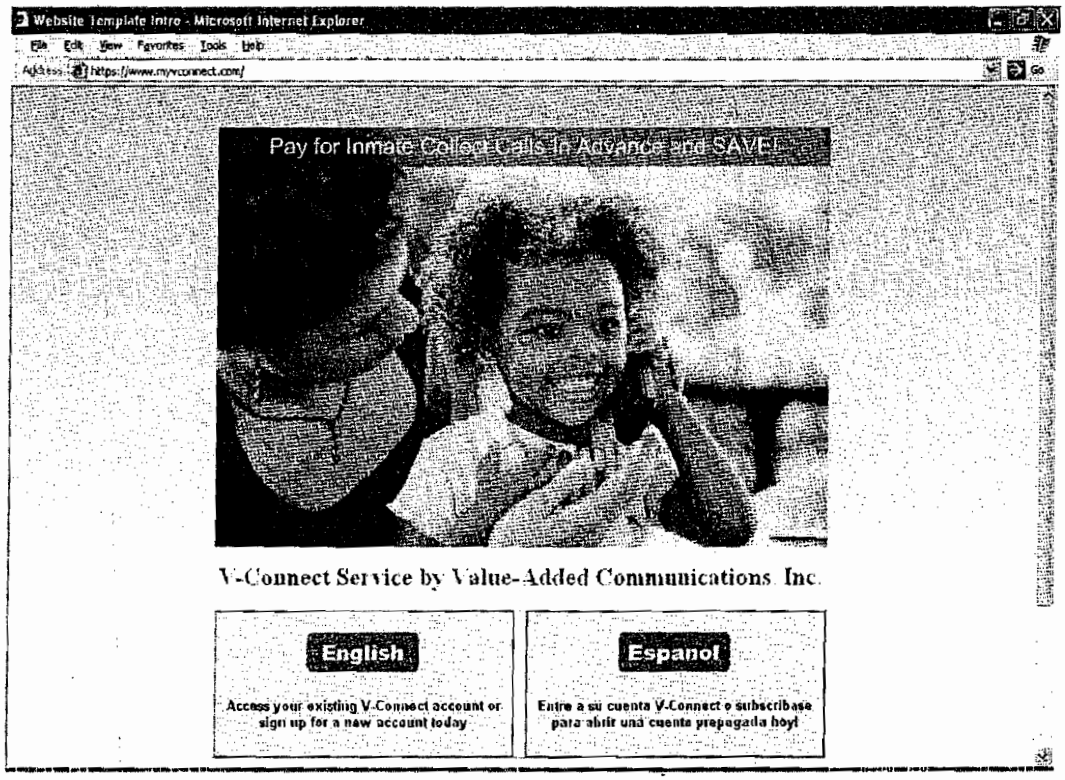

Exhibit 36: V-CONNECT Home Page

10.2.3 Call Blocking [RFP Section 4.2.4]

As requested by the DOCS, Unisys will allow for Traditional Collect Calling whereby the customer is billed by their Local Exchange Provider (LEC) on their monthly LEC invoice. As is stated within throughout this RFP response, Unisys subcontractor VAC will be responsible for all customer billing and has billing arrangements with many LEC and Competitive Local Exchange (C-LEC) providers. In today's diverse telecommunications industry, there are situations when Traditional Collect Calls cannot be billed to the called party's LEC or C-LEC phone bill. For these customers and for International customers Unisys offers VAC's PrePaid Collect service, V-Connect.

The V-Connect application will automatically be implemented upon receipt of a non-billable response from VAC's validation services. Here's how the process works after an inmate places a call to a non-billable number.

- Voice prompts are played to the inmate and the called party stating "*You have a collect call from (name), an inmate at (facility name). This telephone will not allow collect calls to be billed from this location. To receive calls, you can be connected to our account center and set up an account immediately by dialing 9 now. If not, to receive future calls from this location, please log onto www.myvconnect.com or call 1-800-913-6097 and establish an account*
- *To repeat this message dial 3,*
- *To talk to this inmate for a one minute one-time courtesy call dial 5 now.*"

The inmate placing the call will be played a message stating that the called party cannot accept collect calls yet and to please try again later. The inmate will be asked to wait at least 30 minutes before trying to call the number again in order to provide the called party time to establish an account.

If the called party dials a '5' the inmate will be allowed a one-time, complimentary 60 second call to facilitate the account setup process with the called party so that future calls to the telephone number can be completed. After the free call to the called party is used the called party will no longer be offered the free call option in the introductory message.

Up to five attempts will be allowed to a telephone number that requires this alternative billing option. After the five call attempts without the account being established, calls to the number will no longer be allowed and will be blocked. The account must then be established manually.

If the called party elects to be transferred to a VAC's Customer Service Center in Plano Texas, or logs onto www.myvonnect.com an account can immediately be set up through a variety of payment options including credit cards or through secured payments such as money orders and cashier's checks. Credit card transactions will be applied immediately and inmate calls allowed within approximately one half hour. Secured payments such as money orders and cashier's checks are accepted at VAC's payment processing center and inmate calling is allowed immediately upon receipt and processing of payment. VAC is continually working to establish payment outlets that are convenient and accessible to the inmate's friends and family.

Once an account is established, calling will be allowed as long as funds are available in the account. As the account balance nears zero, the called party will be played a message with instructions to contact the call center or go on-line to www.myvconnect.com to add funds to the account so that calling is not interrupted. As a customer's calling nears its credit limit, Advanced Pay account balance or the site threshold, the system will begin to play a warning message. This is referred to as the critical limit. Calls are then blocked at the point the remaining balance is less than the average cost of a call. This is referred to as the block limit.

When a PrePaid account has been blocked for depleted funds, the user can replenish his account at the VAC web site www myvconnect com or contact the VAC customer service center in Plano by dialing 1-800-913-6097. Customer that replenish their account with a credit card will be un-blocked by the system within one half hour of payment. Customers that pay with other means of payment will be blocked until payment has been received and processed by VAC.

In addition to the Automate VRU message, when an inmate attempts a call to an account with a zero balance, VAC will send a message to the called party that an inmate has attempted to call their account but the call was blocked due to an insufficient balance. To replenish their account, press XX now, go on-line to www.myvconnect.com x or contact VAC at 1-800-913-6097. Upon replenishment the block will be removed

With regard to blocks for Traditional Collect LEC billed. If a block has been placed by the LEC for non-payment, VAC will offer customers with blocked LEC billed account the option of establishing a PrePaid account. VAC has a view into the LEC initiated blocks and can assist the customer in removal of the block.

11.0 Performance Requirements [RFP Section 5.0]

11.1 Problem Resolution [RFP Section 5.1]

The Unisys Team will follow a three-tier trouble resolution process. This section describes the activities and procedures for each Tier that is used to manage issues relating to the Focus system.

11.1.1 Tier-1 (Trouble Identification and Reporting)

The Tier-1 escalation and resolution support procedures are illustrated in **Exhibit 1**. When Unisys Team on-site staff or NYS DOCS personnel identify an issue with the performance of the ITS system they will have two methods of trouble ticket initiation. First, NYS DOCS personnel and Unisys on-site staff will have access to the VAC Trouble Ticket Management System (TTMS). They will have the ability to initiate a trouble ticket through the TTMS. Alternatively, trouble can be reported to the VAC Technical Assistance Center (TAC) utilizing the following toll-free telephone number:

1-866-822-7778

The toll free number is capable of accepting simultaneous calls. It is also connected to an Automated Call Distribution (ACD) system to help distribute the calls to the appropriate technician. The help desk technicians will respond to all calls within 5 minutes. Reports from the ACD are regularly monitored by management to ensure the timeframe requirements are being met.

The VAC TAC will document the trouble utilizing the TTMS, assign a TTMS urgency level according to the trouble classification, assign a trouble ticket number, and refer the trouble to the appropriate technician.

When a TT is opened, an automatic e-mail notification from the TTMS will be sent immediately to the Unisys Program Manager and on-site Unisys Team personnel.

11.1.2 Tier-2 (VAC TAC Technicians)

Tier-2 support is provided by VAC Technical Assistance Center (TAC) technicians. The VAC TAC personnel are Focus System-trained technicians, capable of resolving most hardware and software issues. The TAC will be staffed 24x7x365. The primary responsibilities of VAC TAC Tier-2 support are as follows:

- Monitor the NYS DOCS TTMS for trouble tickets
- Answer any incoming phone call related to Focus System issues within 5 minutes
- Attempt to remotely resolve the reported problem
- Escalate trouble resolution if an immediate repair cannot be determined
- Document all information in the NYS DOCS-provided TTMS
- Ensure the NYS DOCS contact is contacted every **4 hours** at a minimum
- Change the status of a trouble ticket to per documented processes in this plan.

Exhibit 37 illustrates the Tier-2 escalation and resolution procedures followed by the Unisys Team.

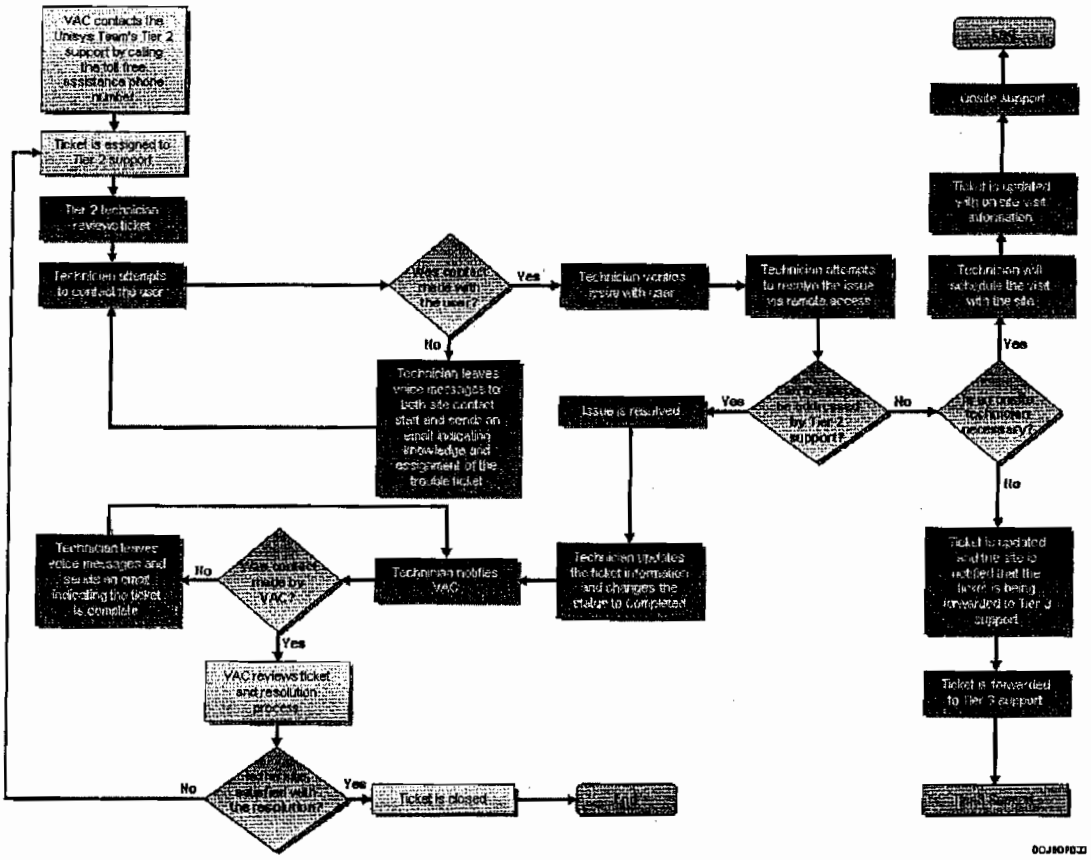

Exhibit 37: Tier-2 Trouble Escalation and Resolution Process.

VAC TAC technicians will have access to the following tools and systems to aid them in determining the problem and providing resolutions.

- Document libraries for common hardware and software trouble resolution
- Online historical resolution documentation
- Access to the NYS DOCS trouble ticket management system
- WAN access to the correctional facilities' ITS Focus System
- System log files
- System configuration files
- Online system event/alarm monitor

11.1.3 VAC TAC Procedures

Once a trouble has been reported to Tier-2 support, the technician will perform the following actions:

1. Within one hour of a TT being opened, change the status of the TT from "Open" to "In-Progress."
2. Review the TTMS documented by the NYS DOCS or Unisys on-site staff and create a trouble ticket in the TTMS as dictated over the phone.
3. Attempt to contact the site experiencing the trouble, via telephone within 1 hour
   - a If telephonic contact cannot be made with the site, the technician must leave voice messages for site contact staff.
   - b. In lieu of continuing call back attempts the technician can follow-up with an email directly to the institution.
   - c. The TTMS update shall reflect the contact attempt method.
4. Verify the description of the trouble and any other pertinent information.
5. Attempt to resolve the trouble via remote access.
   - a If an onsite technician is deemed necessary, the help desk technician will be responsible for coordinating the visit with the site and the technician.
6. If the trouble is resolved change the status of the TT to "Completed."
   - a If the NYS DOCS cannot be contacted for trouble ticket closure, the technician must perform the functions of step 2 a. above and document the ticket as "complete."
   - b Trouble ticket closure can only be determined and verified by NYS DOCS
7. Update the TTMS for each of the above steps, including all times, contacts involved, and steps taken to resolve the issue
8. If the VAC TAC believes the issue is not related to the Focus System, they will contact the NYS DOCS. NYS DOCS staff shall approve re-assignment

The ticket will be escalated to Tier-3 support if the Tier-2 support technician cannot provide absolute resolution for the trouble within the following timeframes:

Priority Level	Characteristics	Performance Requirement
	[illegible]	
	[illegible]	
	[illegible]	
	[illegible]	
2	- Loss of significant functionality	8 Hour resolution
	- Data exchange failure	
	- 20%-49% of phones in a facility out of service	
3	- Loss of non-significant functionality	24 hour resolution
	- Software flaw not critical to operations	
	- Individual phones representing less than 20% of phones in a facility	
	- Loss of trouble ticket system	

Table 11-1 Ticket Priority Handling

Telephonic notification of the event will be made to the NYS DOCS contact, and the escalation to Tier-3 will be documented in the TTMS Tier-2 technicians maintain the responsibility for maintaining TTMS updates and telephonic contact through all tiers of resolution. If the Tier-2 technician determines satisfactory trouble ticket resolution can be made utilizing on-site support within the specified timeframe for the trouble classification, escalation to Tier-3 will not be necessary

11.1.4 Tier-3 (Engineering/Development)

Tier-3 support is not expected to be frequent. However, it is the most critical phase in the trouble resolution process. This phase of escalation requires both technical and management escalation. Once a trouble ticket has evolved to Tier-3, management is briefed on the issue. Management will ensure the required resources are available to resolve the trouble and meet the required service level timeframes. Exhibit 38 depicts the entire Tier-3 resolution process.

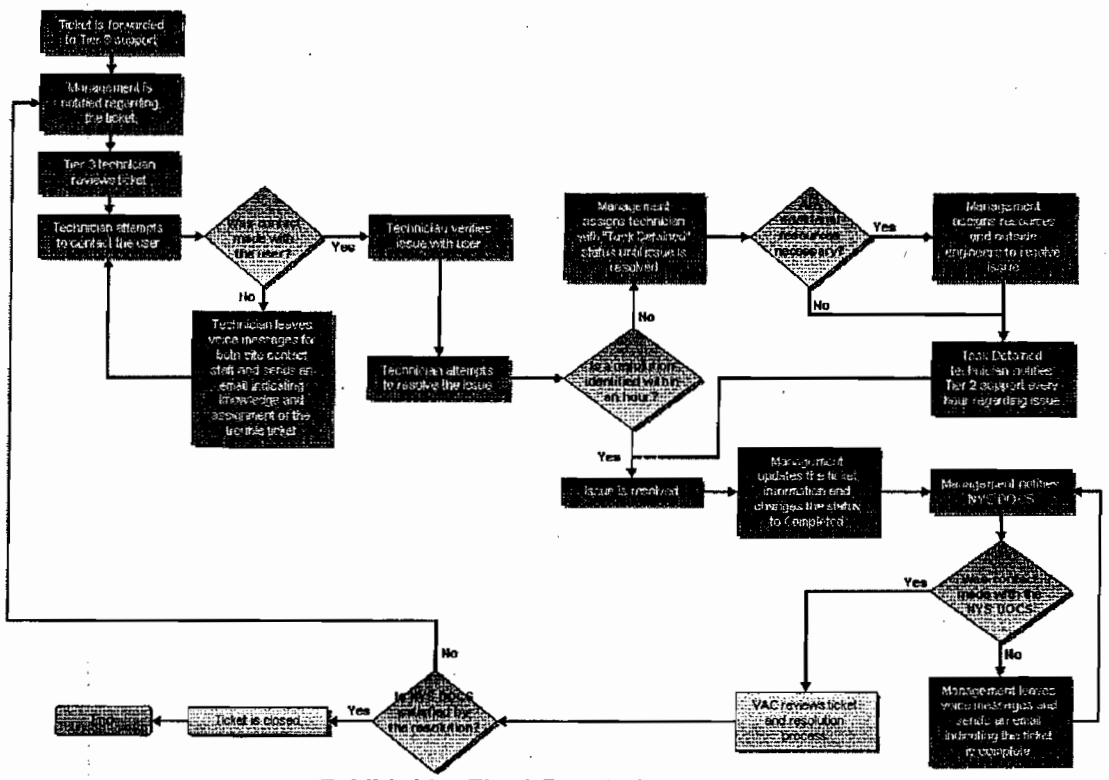

Exhibit 38 – Tier 3 Resolution Process

11.1.5 Field Repair/Site Technician Procedures

Trouble tickets requiring onsite support will be logged and dispatched to the appropriate ShawnTech technician. Calls passed to the ShawnTech technicians are routed to the appropriate staff identified by geographic location on a 24x7x365 basis. ShawnTech technician staff will be responsible for updating the TAC help desk to ensure proper documentation in the TTMS.

When a reported problem is the result of a hardware failure or onsite assistance is required to resolve an issue, the VAC TAC agent either will contact the ShawnTech dispatch center or telephones the appropriate service vendor to request onsite service. The ShawnTech technician will acknowledge receipt of an onsite dispatch request by contacting the VAC TAC via the toll-free telephone number or via email. The technician will coordinate the onsite service with the correctional facility contact and the VAC TAC.

12.0 Vendor Qualifications [RFP Section 6.0]

12.1 Company Experience [RFP Section 6.1]

The Unisys Team is comprised of Unisys, Value-Added Communications, Inc. (VAC), and ShawnTech Communications, Inc.

For more than 40 years, Unisys has taken a leadership position in designing and delivering mission- critical systems for the law enforcement and criminal justice communities – including corrections management systems. We understand the missions of the criminal justice enterprise and the goals of the information systems that support these missions and goals. We also understand the difficult issues that face administrators as they seek solutions, and we are committed to providing solutions tailored to the needs of the criminal justice community.

Our commitment to the enterprise is reflected in Unisys Justice and Public Safety (J&PS) Practice, which includes domain specialists (correctional administrators, law enforcement professionals, attorneys, and court administrators), in addition to project managers, technical experts, networking specialists, system analysts, and application developers dedicated to the delivery of industry-leading solutions that meet clients' individual needs and objectives.

Unisys J&PS solutions have been implemented on a local, national, and global basis and fall into the following five program areas:

- Corrections Management
- Integrated Justice Information Sharing
- Crime Information Centers
- Operations and Field-Level Law Enforcement
- Courts Management

Unisys has a significant historical presence in justice and public safety dating back to the 1960s. We provide information technology systems and solutions for Federal and state justice and public safety agencies across the U.S. Unisys has provided solutions and services to Department of Homeland Security (DHS) entities and 11 statewide law enforcement agencies, which include State Crime Information Centers (SCIC), the statewide networks that feed into the FBI's National Crime Information Center (NCIC), the Combined DNA Indexing System (CODIS), and the National Law Enforcement Telecommunications Network (NLETS). In addition, Unisys has provided products and services to more than 300 local jurisdictions, including county, municipal, and metropolitan justice components, as well as customers worldwide, including United Kingdom law enforcement and Belgium justice agencies. Our clients include the following:

Law Enforcement

- U.S. Department of Justice
- Department of Homeland Security
- Bureau of Alcohol, Tobacco, Firearms and Explosives
- Swedish National Police
- London Metropolitan Police and 45 police jurisdictions throughout the United Kingdom

State law enforcement agencies in the United States that include:

- Georgia Bureau of Investigation
- Pennsylvania State Police
- Louisiana Department of Public Safety
- Massachusetts Criminal History Systems Board
- North Carolina Department of Justice
- New York State Police
- California Department of Justice
- Houston Texas Police Department
- Los Angeles Police Department
- Henrico County Virginia Police Department

- South Carolina Law Enforcement Division
- Minnesota Department of Public Safety
- Minnesota Bureau of Criminal Apprehension
- Michigan State Police
- Jefferson County Alabama Sheriff's Department
- Fairfax County Virginia Police Department
- United States Capitol Police

Corrections

- U.S. Federal Bureau of Prisons
- Ohio Department of Rehabilitation and Corrections
- Metropolitan Nashville-Davidson County Tennessee Jail Management System
- Broward County Florida Sheriff's Office
- Hamilton County Ohio Sheriff's Department
- Duval County Florida Sheriff's Office
- Pinellas County Florida Sheriff's Office

Courts

- Administrative Offices of the U.S. Courts
- Belgium Courts of Justice
- Orange County California Superior Courts
- Metropolitan Nashville-Davidson County Tennessee Chancery Court System
- Prince Edward Island Canada Automated Justice System

VAC is a leading supplier of Inmate Calling Systems to State, Federal and Local Government agencies since 1988 and was formed to provide automated, cost-effective call processing technology and services to the telecommunications industry. Since 1998, VAC has been an integral component of the Federal Bureau of Prisons Inmate Telephone System (ITS-2 & ITS-3) programs. VAC has installed its state-of-the-art call processing technology in all federally controlled confinement facilities across the United States. VAC's extensive experience managing Federal inmate telephony projects and managing call revenue allows the Unisys Team to leverage lessons learned by the company on previous engagements and benefit from VAC's knowledge and understanding of deploying and operating inmate telephony systems in the Federal corrections environment.

ShawnTech has provided onsite technical services as described in this RFP for over 13 years. ShawnTech has provided maintenance, installation and project management services for the following states and counties.

Year	State/County	Sites
1994	Ohio	30
1995	Michigan	53
1995	Wisconsin	34
1996	Missouri	20
1996	New York	70
1997	Minnesota	8
1999	Virginia	68
1999	Florida County Jails (Sprint Accounts)	17

1999	Ashland and Douglas Counties (WI)	2
2000	Kentucky	20
2001	Florence County (WI)	1
2001	Connecticut	20
2001	Richmond County (VA)	1
2001	Oakland County (MI)	3
2001	Waukesha County Jail (WI)	1
2002	Milwaukee County (WI)	2
2004	Pennsylvania	65

Within the past two years, ShawnTech Communications, Inc. has completed the implementation of the following states and counties. The installation in Missouri, Kentucky, Milwaukee County, WI and Pennsylvania were due to contract renewals

Most Recent Installations

Year	State/County	Sites
2006	Milwaukee County, WI	2
2006	Virginia	68
2006	Missouri	20
2006	Kentucky	20
2007	Pennsylvania	28

In addition to the three (3) customer references provided within the pages to follow, the following is a complete listing of State, County and Private facilities where the proposed VAC Focus System is currently installed

Federal Contracts:

- Federal Bureau of Prisons

State Departments of Corrections:

- State of Colorado, Department of Corrections
- State of Missouri Department of Corrections
- State of Washington Department of Corrections
- State of Oregon Department of Corrections
- State of Idaho Department of Corrections
- State of New Jersey Department of Corrections
- State of Delaware Department of Corrections
- Commonwealth of Pennsylvania Department of Corrections
- State of Utah Department of Corrections

- Commonwealth of Puerto Rico Department of Corrections

County Jail Facilities:

- Jefferson County, SC
- Charleston County, SC
- Aiken County, SC
- Kershaw County, SC
- Guadalupe County, TX
- Aransas County, TX
- Utah County, UT
- Salt Lake County, UT
- Summit County, UT
- Pima County, AZ
- Coconino County AZ
- Maricopa County, AZ
- St. Clair County, MI

Private Facilities:

- CEC Colorado Springs, Colorado
- CEC Casper, Wyoming

12.1.1 Customer Reference # 1: U.S. FBOP

Prime Contractor Name: Unisys Corporation

Subcontractor Name (if applicable): Value Added Communication, Inc.

Reference Information

Reference Organization:

Name:	U.S. Department of Justice (USDOJ), Bureau of Prisons (BOP)
Address:	500 First Street NW
City:	Washington
State, zip code:	DC, 20534

Contact person:

Name:	David Casillas
Title/position:	Chief, Inmate Telephone System
Phone number:	(202) 514-2555
Email:	dcasillas@bop gov

Services/Systems Bidder Provided:

In August 2005, Unisys was awarded the Inmate Telephone System-3 (ITS-3) contract by the U.S. Federal Bureau of Prisons (BOP). The ITS-3 supports approximately 6,300 inmate telephones in 95 Federal Correctional Institutions nationwide.

Since the award of the contract, Unisys has met every BOP program milestone associated with software development and integration, pilot system testing, system implementation, and revenue share payments to the BOP. VAC designed, developed, tested and implemented a software interface to the BOP commissary system

Unisys is providing overall program management, ensuring DOJ security standards compliance and quality assurance, providing system installation services, procuring hardware, and providing on-site maintenance support. VAC is providing the Focus software, customized software design, development, and testing services; inventory management; remote system monitoring; and Tier II and III help desk support

Initial Installation date: January 2006

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

The VAC Focus System software, Unisys ES3120 servers, and high density station and trunk telephony equipment manufactured by Intel/Dialogic is effectively the same systems that would be installed to provide the State of New York Department of Corrections Inmate Telephone System.

Number of locations/facilities:	95 Locations
Number phones:	6300 Phones
Number inmates served:	165,000 Inmates

Number of users: 165,000 Users

Number of called party accounts: 734,582 Billed To Numbers

Percentage of billings by type:

Inmate Paid Debit:	93%
Collect:	6%
Pre-paid:	1%
International:	> 1% (Prepaid)

Performance statistics for past 12 months:

System availability: 99.9% availability on all systems over the contract term.

Network availability: Network is provided and managed by the FBOP

Mean time to repair (MTTR) premise equipment: < 16 Hours

Number of system problems reported: 997 Total Tickets including Inmate Complaint and Minor Maintenance Tickets for resolution tracking. Less than 10% of Tickets represent actual System Related Ticket.

Mean time to resolve by priority level:

Priority 1: < 2 Hours

Priority 2: < 8 Hours

Priority 3: < 16 Hours

Customer service performance for the last 12 months:

Average hold time: < 1 Minute

Per cent of hang ups/dropped calls: 8.2 %

Number of complaints: 420

Mean resolution time: < 7 Minutes

Inmate calls performance for the last 12 months:

Availability: 99.9% availability on all systems over the contract term.

Percent of drops and disconnects: < 0.5%

Number of complaints: 0

12.1.2 Customer Reference # 2: State of Colorado DOC

Prime Contractor Name: Value-Added Communication, Inc.

Subcontractor Name (if applicable): N/A

Reference Information

Reference Organization:

Name:	State of Colorado, Department of Corrections
Address:	2862 South Circle Drive
City:	Colorado Springs
State, zip code:	Colorado, 80906

Contact person:

Name:	Sue Grisenti
Title/position:	Telecommunications Manager
Phone number:	(719) 269-4263
Email:	sue.grisenti@doc.state.co.us

Services/systems bidder provided:

For over ten+ years VAC has been responsible for the operation of the Inmate Calling System for the State of Colorado Department of Corrections. VAC provides full-time on-site support. VAC provides a 24-hour guaranteed 4-hour response time. All monitoring and recording equipment is integrated into the inmate calling platform. All calls, with the exception of privileged attorney calls, are recorded and retained for one year "on line" and are available for immediate playback. The platform is WAN based and supports an integrated solution of debit and collect calling as well as full channel monitoring and recording.

Initial Installation date: Current Systems Installed March 2002

System Currently Installed (model/release; indicate if same as proposed to DOCS)

The VAC Focus System software, Unisys ES3120 servers, and high density station and trunk telephony equipment manufactured by Intel/Dialogic is effectively the same systems that would be installed to provide the State of New York Department of Corrections Inmate Telephone System.

Number of locations/facilities:	23 Locations
Number phones:	926 Phones
Number inmates served:	14,000 Inmates
Number of users:	14,000 Users
Number of called party accounts:	126,000 Billed To Numbers
Percentage of billings by type:	
Collect:	39%
Inmate Paid Debit:	49%
Pre-paid:	11%
International:	> 1%

Performance statistics for past 12 months:

System availability: 99.9% availability on all systems over the contract term.

Network availability: Network provided and managed by the CO DOC

Mean time to repair (MTTR) premise equipment: 25.5 Hours

Number of system problems reported: 1126 Total Tickets including Inmate Complaint and Minor Maintenance Tickets for resolution tracking. Less than 10% of Tickets represent actual System Related Ticket.

Mean time to resolve by priority level:

Priority 1: 9.1 Hours

Priority 2: 31.3 Hours

Priority 3: 34.3 Hours

Customer service performance for the last 12 months:

Average hold time: < 1 Minute

Per cent of hang ups/dropped calls: 8.2 %

Number of complaints: 420

Mean resolution time: < 7 Minutes

Inmate calls performance for the last 12 months

Availability: 99.9% availability on all systems over the contract term.

Percent of drops and disconnects: > 5%

Number of complaints: 0

12.1.3 Customer Reference # 3: Maricopa County, AZ

Prime Contractor Name: FSH

Subcontractor Name (if applicable): Value-Added Communication, Inc

Reference Information

Reference Organization:

Name:	Maricopa County, AZ Sheriff's Inmate Telephone System
Address:	102 W Madison Street
City:	Phoenix
State, zip code:	Arizona, 85003

Contact person:

Name:	Linda Christophel
Title/position:	Supervisor, Inmate Telephone System
Phone number:	602-876-1672
Email:	linda christophel@mcso gov

Services/systems bidder provided:

Value Added Communications (VAC) has been supporting the inmate telephone system in Maricopa County for over 10 years As a subcontractor, VAC supports six main jail facilities, two substations and a County Hospital ward with high-security inmate telephone equipment. VAC supervises the maintenance and repair of the inmate calling system.

The average daily inmate population of the Maricopa County Sheriff's Office facilities fluctuates between 7,500 to 8,000 dependant on time of year with over 750 adds, moves, or deletions per day between 9 separate facilities.

Initial Installation date: July 2003

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

The VAC Focus System software, Unisys ES3120 servers, and high density station and trunk telephony equipment manufactured by Intel/Dialogic is effectively the same systems that would be installed to provide the State of New York Department of Corrections Inmate Telephone System.

Number of locations/facilities: 9 Locations

Number phones: 946 Phones

Number inmates served: 9,000 Inmates

Number of users: 9,000 Users

Number of called party accounts: 57,000 Billed To Numbers

Percentage of billings by type:

Collect: 100%

Pre-paid: 0%

International: 0%

Performance statistics for past 12 months:

System availability: 99.9% availability on all systems over the contract term.

Network availability: Network is managed by FSH

Mean time to repair (MTTR) premise equipment: 23.5 Hours

Number of system problems reported: 720 Total Tickets including Inmate Complaint and Minor Maintenance Tickets for resolution tracking. Less than 10% of Tickets

Mean time to resolve by priority level:

Priority 1: 7.2 Hours

Priority 2: 28.5 Hours

Priority 3: 32.7 Hours

Customer service performance for the last 12 months:

Average hold time: < 1 Minute

Per cent of hang ups/dropped calls: 8.2 %

Number of complaints: 420

Mean resolution time: < 7 Minutes

Inmate calls performance for the last 12 months:

Availability: 99.9% availability on all systems over the contract term

Percent of drops and disconnects: < .5%

Number of complaints: 0

12.2 Past Performance [RFP Section 6.2]

12.2.1 [redacted]

[redacted]

12.2.2 Performance Data [RFP Section 6.2.2]

Unisys presented three (3) references in section 12.1, including requested performance information as identified in RFP Section 5.3.

12.2.3 Legal Validity [RFP Section 6.2.3]

As presented in response to RFP Section 1.7.3, the Data CD option of the Focus System allows copies of recordings to be encrypted using strong 3DES encryption. The Data CD provides a "chain of custody" that guarantees that the recording was made on the System and had not been altered. Any deliberate or accidental alteration to the recording would disturb the security envelope and be immediately detectable. VAC guarantees this chain of evidence methodology and its acceptance in any legal proceedings and will provide expert testimony upon request.

VAC is unaware of any legal cases in the last three (3) years where the above described methodology was used in any legal cases nor is VAC aware of any cases where the chain of evidence was not accepted.

12.3 Staff Qualifications [RFP Section 6.3]

Our Team structure entrusts the management responsibility and accountability down to the lowest possible level. Our approach is based on assigning total accountability and responsibility for program performance to the Unisys ITS Program Manager, and supporting this position with clear lines of authority, experienced resources, and performance monitors that give immediate visibility into issues and concerns. Teamwork is a key element of our approach to engagements, and, to this end, we will work closely with the State of New York Department of Corrections to ensure we are proceeding toward common goals.

Please refer to Section 10.1.1 of this proposal for contact information, resumes, and Staff Qualification Form (Appendix H) for the Unisys Team primary and secondary contacts.

Primary Contact:	**Mark Gibson**	Manager, Technical Assistance Center (TAC)	17 years experience
Secondary Contact:	**Brian Galke**	Installation and TAC Engineer Manager	6 years experience

Resumes for Unisys Team Program Manager, Principal Engineer, Installation Manager, and five Field Repair/Onsite Technicians follow.

Paul Nicandri

Unisys Program Manager

Fifteen years experience providing team leadership and creativity in the development and implementation of telecommunications and IT services engagements. Demonstrated ability to manage multiple projects or sub-projects and deliver consistently high value, "client ready" work with minimum supervision Excellent ability to manage and lead medium to large work teams and subcontractors, set objectives and priorities for the project staff, and assign and reviews tasks, performance, and staffing requirements. Proven experience building opportunity pipeline and winning multi-year multi-million dollar contracts

Education/Training/Certifications

- B.A. Political Science, University of Rochester, 1989
- M.A. Political Science, University of Florida, 1993

Domain Expertise & Solutions:

- Telecommunications

Management Consulting Services :

- Systems Integration
- Telecommunications Architecture

Project and Program Management:

- Requirements Definition
- 3rd Party Management
- Systems Implementation
- Quality Assurance
- Cost Benefit Analysis

Experience

Unisys Corporation, Program Manager — 2004 - Present

Federal Bureau of Prisons, Inmate Telephone System

- Manages $98 million project which includes the responsibility for the overall deployment of the Inmate Telephone System 3 (ITS-3) to 95 Federal correctional facilities operated by the U.S. Bureau of Prisons (BOP).
- Includes management of Value Added Communications support and services

Science Applications International Corporation (SAIC), Project Managers /Deputy Operations Manager, Applied Communications Unit — 2003-2004

- Project manager for a cost-benefit analysis of voice over IP (VoIP) for the Office of the Chief Information Officer of a U.S. Federal agency. The analysis included the assessment of VoIP for headquarters, regional office buildings, field offices, toll-by-pass, and teleworkers. Work included extensive data collection and interviews with agency management and technical representatives as well as VoIP industry hardware and services representatives. The project also included the development of detailed cost models and to-be VoIP network architectures for regional office buildings, field offices, and teleworkers.

Telcordia Technologies, Director, Program Communications, Telcordia-SBC Alliance Program Management Office — 2000-2003

- Provided program management support and communications for Telcordia Technologies SBC program office, which was comprised of 12 initiatives with a collective value of over $800M. Responsible for supporting a full range of program activities including architecture planning, software development, quality, software release implementation, contract monitoring and compliance, scheduling, scope change cost estimation and negotiation, and financial reporting. Provided status, position papers, situation reports and analysis to high ranking SAIC and Telcordia

officers, senior managers across multiple Telcordia business units, product organizations, the SBC Account Team, and SBC Customer Solutions Unit.

Booz-Allen & Hamilton, Inc., Deputy Program Manager 1995 – 2000

Department of Justice, Wireless Management Office

- Supported the establishment of the first Department of Justice program management office created to design, implement, and manage a consolidated, nationwide wireless communications network Developed the initial Strategic and Capital plans that led to an estimated reduction of investment costs of over $1 billion Designed and supported pilot programs to test and evaluate operational, management, and technical solutions for a shared resource environment Managed the development of a detailed cost model for land mobile radio networks for metropolitan and rural areas.

Senior Consultant/Associate

Public Safety Wireless Network (PSWN) Program Management Office

- Project manager for analysis of Nextel Communications services and products and their applicability to the law enforcement and public safety community Collected and analyzed information from Nextel, industry sources, and federal public safety organizations related to network architecture, security, coverage, hand held devices, service offerings, costs, corporate strategy, and regulatory/licensing issues. Authored the report, which was widely distributed at PSWN Symposiums around the country.

Consultant/Senior Consultant

National Security Telecommunications Advisory Committee (NSTAC)

- Provided lead support to NSTAC Financial Services Risk Assessment Subcommittee. NSTAC is a Federal Advisory Committee comprised of 30 executives of the telecommunications and information technology industry and chartered to provide guidance to the President of the United States regarding national security and emergency preparedness. The subcommittee was responsible for gathering and analyzing information related to the security and risks related to the telecommunications and information technology systems supporting the Nations financial services infrastructure. Regularly met with representatives of the largest commercial and investment banks, securities organizations, stock markets, inter-bank funds transfer organizations, and federal financial regulatory bodies. Co-authored a report and recommendations that was presented by NSTAC to the President of the United States.

Office of the U.S. Representative Charles Canady, Legislative Assistant 1993-1995

- Responsible for analyzing legislation and regulations related to telecommunications, budget, science, health care, social security, and taxes. Represented the Congressman before constituents, corporate representatives, and federal and state legislative and regulatory representatives.

Fadi Z. Zara

Principal Engineer

An experienced information technology manager with more than twelve years of extensive telecommunications and IT experience Direct management experience of a large-scale network and telecommunication enterprise installations for Daimler Chrysler Corporation and for the US Department of Justice Bureau of Prisons that encompasses more than four years. Experienced with system planning, development, technical system delivery, and operational execution for both commercial and government customers Demonstrated experience providing high quality customer service delivery and possesses excellent oral and written communication skills

Education/Training/Certifications

- M.S., Engineering Management; George Washington University; 2001
- B.S , Computer Information Systems;.University of Phoenix; 1999
- A S., Applied Science in Mechanical Engineering, Macomb Community College, 1994

Professional Training:

- Financial requirements
- Parametric cost estimating
- 3DVE Training
- Project contract management
- Project quality management
- Planning and controlling project

Professional Certifications:

- Master Black Belt Six Sigma at GE Corporation, by (Lwften & Warren consulting group)
- Black Belt Six Sigma, Daimler Chrysler Corporation

Experience

Unisys Corporation, Principal Engineer — 2005 - Present

Federal Bureau of Prisons, Inmate Telephone System Project

- Responsible for operational performance, manages the deployment schedule, coordinates subcontractor activities and Unisys field personnel activities including training on the ITS-3 system and customer service activities, and tracks rollout status at each correctional facility.
- Responsible for field force fulfillment of agreed-to service level requirements for troubleshooting system problems, and oversees the operations.
- Responsible for all technical development, deployment, and maintenance and support of the ITS-3 systems and the overall account management for the project.

Daimler Chrysler Corporation, Engineering Manager — 2001 - 2005

FIS Telecommunications / IT Manager

- Managed Voice and Video over IP telephony and communications systems implementation through corporate headquarters, automotive manufacturing plants in both the US and in Germany
- Managed all telephone systems, telephony based data transfers, video teleconferencing, and telephony technical projects. Worked closely with and has an excellent working knowledge of CISCO, Avaya, and Nortel systems.

FIS /QIS Factory Information system / Quality Information System

- Managed quality information systems, technical projects, and a staff of six engineers while operating under a worldwide budget of $35 million.
- Monitored and directed Daimler Chrysler worldwide data transfer telecommunication department.
- Directed a team of six engineers in the implementation a Factory Information System/Quality Information System (FIS/QIS)

- Negotiated contracts for proposal and new projects with companies such as Compuware, EDS, Cisco, Dell, and IBM.
- Supervises total of 100 field subcontractors and 25 engineers in 15 departments with 4,000 users worldwide.

StarBand Communication, Engineering Manager 2001 – 2001

VSAT Very Small Aperture Terminal

- Managed and maintained a large-scale satellite hub for a major ISP via two-way satellite technology, Very Small Aperture Technology (VSAT).
- Supervised a lab with 6 engineers and 50 technicians. Prepared and presented a technical proposal for a potential enterprise customer.
- Monitored network activity and all switches associated in the facility, using HP Open View and full life-cycle project management in order to meet critical deadlines.
- Provided the highest level of technical assistance to the network operations, sales, and marketing departments. Demonstrated proficiency and expertise in network/desktop architecture, topology, operating systems, and protocols (including complex TCP/IP/ UDP/IP internetworking).
- Maintained, enhanced, documented, and troubleshot all network devices to provide constant, maximum service. Supported and controlled legacy network/desktop systems while transitioning new technologies into the system.

DynCorp Information System, Application Engineer 1999 - 2001

Executive Office of Immigration Review

The ICWIS Help Desk supports over 1300 users in a 94 server/1300+ workstation three-tiered client server environment. The ICWIS system was developed using the ORACLE RDBMS with a PowerBuilder front end, in a Tricord NT server environment.

- Managed all aspects of the Help Desk operations including providing daily, weekly and monthly status reports on call volume and incident resolutions. Developed and maintained help desk operation procedures manual that standardized procedures for processing of incoming calls, voice mail or email through their resolution. Procedures included problem identification the use of a diagnostic checklist, problem resolution and referral procedures. Responsible for resource scheduling
- Provided configuration management services that included coordinating activities of various teams, the development team, LAN Team etc. to resolve system problem and to provide feature enhancement to clients.
- Managed Quality Assurance and Control of software releases. Responsible for system and regression testing of multiple applications software.
- Managed the development and deployment of "How To" Training documents that instructed the user community on how to use each new system enhancement.
- Responsible for two site moves of the help desk.

Federal Bureau of Prisons, Inmate Telephone System-2 Project, Application Engineer

- Managed telecommunication systems subcontracts, such as General Dynamics and EDS.
- Provided logistical and technical support to over 2,000 users for the Bureau of Prisons – Inmate Telephone System project. Installed and configured multiple workstations, telephony PBX, and servers in facilities throughout the United States.

- Installed and maintained telephone systems throughout the U.S. Federal Prisons system. Interacted with MCI technical service representative to resolve network issues related to the Voice and Data T1 line connection to the IVR Dialogic cards on the telephony system.
- Configured and supported all the switches and routers in the networks, such as Cisco 2900, Cisco 3600 VoIP, and 3-com multiple stacks for creating VLANs. Configured and setup VPN servers in the network.

Visteon Systems, Project Engineer 1997 – 1999

- Managed projects throughout every stage of development, from initial proposal to project completion. Directed help desk engineers and helped them with telephone support for more than 4,000 users in an NT environment.
- Configured, managed, and maintained the LAN/WAN environments in the Noise Vibration & Harshness (NVH) laboratory network operations. Performed hardware and software configuration with a Windows NT 4.0 server and WIN 95 workstations. Instructed new trainees in the department and conducted training on software and product usage.

General Motors Corporation, Help Desk Support/ PC Technician 1994 – 1997

- Provided help desk support for the resolution of critical issues. Provided technical assistance to the operations manager and software development team under the direction of the user support leader.
- Performed analysis, specification, programming and design, user testing, implementation, and plan development.
- Troubleshot and diagnosed fiber-optic monitoring systems, cabling, and switches.

Tillman Mosley

Installation Manager

Mr. Mosley is the Senior Project Installation Manager for Shawntech Communication Inc (SCI). For the NY DOCS contract Mr. Mosley is responsible for managing the installation process (inmate phones, call control systems, inside cable plant, and network cabling) for the inmate telephone contract. Mr. Mosley has over 20 years of project management experience, nine (9) of which have been supporting ShawnTech's inmate telephone maintenance contracts

Education/Training/Certifications

- B.S. Marketing and Information Systems, Central State University, Wilberforce, Ohio (1983)
- VAC Technical Platform Training, Value-Added Communications, Plano, TX (2004, 2006)

Experience

ShawnTech Communications, Inc., Program Manager
State of Michigan, Inmate Telephone System 2001 - Present

- Provides installation and maintenance services for the inmate telephone contract, including but not limited to system installation, system and inmate phone maintenance and support. ShawnTech provides this support for over 55 state institutions and over 2,364 inmate phones.
- Responsible for managing the complete installation process (inmate phones, call control systems, inside cable plant, CAT 5 cabling and networks) for the inmate telephone contract. Mr. Mosley has provided account support to the state of Michigan since 2001.

State of Wisconsin, Inmate Telephone System 1995-Present

- Provides installation and maintenance services for the inmate telephone contract, including but not limited to system installation, system and inmate phone maintenance and support. ShawnTech provides this support for over 24 state institutions and over 1500 inmate phones.
- Responsible for managing the complete installation process (inmate phones, call control systems, inside cable plant, CAT 5 cabling and networks) for the inmate telephone contract. Mr. Mosley has provided account support to the state of Wisconsin since 1995.

Commonwealth of Virginia, Inmate Telephone System 1999-Present

- Provides installation and maintenance services for the inmate telephone contract, including but not limited to system installation, system and inmate phone maintenance and support, and pin administration. ShawnTech provides this support for over 66 state institutions and over 2000 inmate phones.
- Responsible for managing the complete installation process (inmate phones, call control systems, inside cable plant, CAT 5 cabling and networks) for the inmate telephone contract. Mr. Mosley has provided account support to the Commonwealth of Virginia since 1999.

Scott Dillenbeck Field Repair/On-Site Technician

Mr. Dillenbeck has over 11 years experience providing inmate telephone system installation, maintenance and repair support.

Education/Training/Certifications

- B S Telecommunications Management, State University of New York Institute of Technology – Utica, 1993
- A.A. Applied Science, Hudson Valley Community College, 1989
- MCI System training, 2004

Experience

ShawnTech Communications Inc., Field Service Manager 1996 - Present

State of New York, Inmate Telephone System

- Provide maintenance service for the New York, Pennsylvania and Connecticut State Department of Corrections Inmate Home Calling contracts.
- Daily dispatch of nine field service technicians to correctional facilities in New York, Pennsylvania and Connecticut for the service of the call processing equipment and all phone repairs.
- Daily contact with correctional facility personnel to set up gate clearances, coordinate phones expansions and phone moves.
- Work with inmate call processing equipment vendors Global Tel *Link and VAC on a daily basis to troubleshoot and correct all issues with the call processing equipment.
- A main point of contact for the New York ,Pennsylvania and Connecticut Department of Corrections MIS department concerning all T1, Frame Relay, video conferencing, data circuits, and on site vendor equipment issues.
- Supervise and oversee the New York, Pennsylvania and Connecticut trouble ticket system, which is used to open, close and track all inmate phone and circuit outage tickets.
- Work one on one with DOC, VAC and Global Tel *Link personnel to open and close all reported trouble tickets.
- Work with Verizon Business switch personnel to troubleshoot all circuit outages.
- Installed and cutover hundreds of DS1 and DS0 circuits including VIOP in New York, Pennsylvania, Connecticut, Virginia and Florida.
- Coordinated the installation of inmate call processing equipment in over one hundred and twenty state prisons in New York, Pennsylvania and Connecticut.
- Maintain and update all spreadsheets containing information on circuits and phone lists.
- Review all nightly and daily status reports on the performance of the network and call processing equipment.
- Troubleshoot and repair issues remotely via access to the onsite equipment.
- Ordering of supplies used by the field technicians, such as Conduit cabling, phones, handsets and tools.
- Shipping of supplies to field technicians and damaged equipment back to equipment vendors via Fed Ex and UPS.

Tim Benedetti

Field Repair/On-Site Technician

Seven years of telecommunications experience, six of which have been for the NY DOCS.

Education/Training/Certifications

- A.A. Liberal Arts, Hudson Valley Community College, 1993.
- A+ Certified, 2000.

Experience

ShawnTech Communications Inc., Field Service Engineer — 2001 - Present

State of New York, Inmate Telephone System

- Maintained and/or repaired any outages for the NYS and Connecticut Department of Corrections (DOCS) inmate phone service contracts.
- Administrator for office computers plus NYS and CT investigator computers.
- Troubleshoot a wide variety of problems via remote access to on-site equipment or by working with GTI or vendor personnel.
- Main point of contact for NYDOCS, CTDOCS and liaison between customer and equipment vendor.
- Oversaw and dispatched 5 field technicians to repair various aspects of telecommunications on a daily basis.

PSI Net, Customer Support Engineer — 2001-2001

- Provided technical phone and email support for PSINet's global internet access and web hosting services.
- Troubleshoot T1, dialup/ISDN and web hosting issues.
- Resolved DNS inquiries.
- Configured and tested various routers and CSU's.

LogicalNet/CapitalNet, Advanced Technical Support Specialist — 2000-2001

- Troubleshoot all Dial-Up Networking and TCP/IP related issues.
- Gave quality phone and email support for established customer base.
- Assisted in training of all new personnel

Bill Hayes

Field Repair/On-Site Technician

Over 35 years of telecommunications experience, Mr Hayes has worked over 11 years with ShawnTech to provide inmate telephone system repair and maintenance service to state DOCS.

Education/Training/Certifications

- Community College of the Air Force, Electronic Systems Technology Degree program
- Ortronics certified category 5 data installations
- Hubbell certified category 5 data installations
- TADIRAN Electronic Industries, Inc, Electronic computer switching systems PBX and Key System Installations and programming

Experience

ShawnTech Communications Inc., Field Systems Technician 1996 - Present

State of New York, Inmate Telephone System

- Install/Maintain New York State Inmate Telephone Systems. This includes T1, voice, Data. and video circuits.
- System installation, call processing PC's, channel banks, drop and inserts, routers and monitoring equipment.

Westell Communications, Telephone Systems Technician 1995-1996

- Install, program and repair ITT, AT&T, Nitsuko, Tie, Comdial and Panasonic Key Telephone Systems. Also ESI Voice Works, Nitsuko, and Verbatim Voice Mail Systems.
- Install Valcom paging systems, auto line share units and category 5 Data cabling, patchpanels and user jacks.

U.S. Air Force, Telephone Systems Installation Specialist 1972-1992

- Worked side by side with AT&T, Bell Atlantic and other technicians to provide Telephone PBX, Key System, and Data Circuitry for U S. Air Force Bases.
- Maintained FAA controlled 302A Air Traffic Control Systems and RAPCON Communications consoles.

David Jarosz

Field Repair/On-Site Technician

Seven years of progressive telecommunications experience in inmate/prison services environment

Education/Training/Certifications

- B.S. Telecommunications, SUNYIT-Utica, 2001.
- A.A. Applied Science, HVCC-Troy, 1999.

Experience

ShawnTech Communications Inc., Technician **2001 - Present**

State of New York, Inmate Telephone System

- Maintain the New York and Connecticut States Department of Corrections (DOCS) Inmate Call-Home Program.
- Main point of contact for all POTS lines, DS0, T1, Data , Frame Relay, Video Conferencing, on-site equipment problems, and all NY and CTDOCS trouble calls.
- Oversee and direct five field technicians on all daily issues coordinating their efforts via our trouble desk/trouble ticketing system.
- Extensive knowledge of LEC and phone room equipment
- Coordinate all inmate phone expansions and moves.
- Main point of contact for the DOCs customer and main liaison between customer and vendors.
- Installed inmate phone equipment at prison locations for all Connecticut DOCS.
- In constant contact with a wide variety of personnel including; Department of Corrections (NY and CT), GlobalTelLink technicians, NEC technicians, Frontrunner Video technicians, Verizon technicians, MCI account team, MCI support center, and DOCS facility personnel.
- Provide network support via the Albany office and at the prison locations

Spherion Inc., Technical Specialist **2001-1001**

- Main point of contact with customer opening, editing, and closing of DOCS trouble tickets.
- Researched PIN# and TNI#'s that were not working correctly.
- Field Representative responsible for cutting over several data circuits.

MCI/WorldCom, Internship **2000 - 2000**

- Maintained and tracked all technician inventories
- Opened and closed trouble tickets

Derek Pemberton Field Repair/On-Site Technician

Mr. Pemberton has over 13 years telecommunications experience with extensive knowledge of LEC operations and inmate call processing systems (VAC). Experienced with POTS lines, DS0, T1 Data, Frame Relay, Video Conferencing, and premise based equipment problem resolution

Experience

ShawnTech Communications Inc., Field Technician 1997 - Present

State of New York, Inmate Telephone System

- Point of contact for all POTS lines, DS0, T1, Data , Frame Relay, Video Conferencing, and on-site equipment problems.
- Extensive knowledge of LEC and phone room equipment. There have been numerous phone expansions that I have coordinated and completed.
- Main point of contact for the DOCs customer and main liaison between customer and vendors. In constant contact with a wide variety of personnel including; Department of Corrections, GlobalTelLink technicians, NEC technicians, Frontrunner Video technicians, Verizon technicians, MCI account team, MCI support center, and DOCS facility personnel.

Value Added Communications, Inc, Inmate Phone Equipment Provider 1994 - 1997

- Maintained every aspect of the inmate phone system home.
- Maintained all inmate telephone system repairs and trouble tickets on the VAC platform.

Amphenol Corporation, CNC Operator 1987 - 1994

- Responsible for programming, tooling, setting up and running CNC Lathes, Mills and Slotting machines

12.3.1 Staffing Numbers and Qualifications [RFP Section 6.3.1]

Our proposed ITS organization provides a comprehensive project structure designed to ensure responsive performance of all aspects of the NYS DOCS ITS program. It features single point of contact accountability with the Unisys Program Manager, and leverages the expert resources of VAC associated with software development, logistics and staging, help desk support, quality assurance, and billing and ShawnTech expert Field Repair/On-site technicians. This organization is very similar to the Unisys FBOP ITS-3 program management office that has enabled Unisys and VAC to provide high quality and responsive services to our FBOP customer. The State of New York ITS program will clearly benefit from the team building and cohesiveness that has developed between Unisys, VAC, and ShawnTech.

The chart below identifies the number of staff by functional area, average years of experience and turnover rates for the last 3 years

Functional Area	Number of Staff	Avg. Years Experience	Turnover Rate
Program Management and Administration	3	13	0
Field Operations	6	14	0
Help Desk	2+	12	0

VAC currently has approximately **16,000 active Pre-Paid Accounts**. VAC supports these accounts with an available staff of **five (5) Customer Service Representatives** during normal business hours 7:00a.m. to 7p.m central standard time Monday through Friday and has arrangements with ILD to manage overflow during peak times, after hours and weekends. It is anticipated that VAC will increase the number of available Customer Service Representatives to support the NY DOC contract. It is however important to note that, as is stated throughout this RFP response, VAC offers system users multiple access options to obtain customer service or re-charge their accounts. Provided below is a current percentage of customer use by access options.

Customer Access Option	**Percent of Customers Accessing the Option**
– Automated Voice Response	86%
– Web Access	10%
– Actual Customer Service Representative	4%

The Unisys Team Customer Service Representatives and automated response system will help to quickly resolve customer inquiries. Best practices have shown automated voice response systems resolve nearly 90% of customer questions, primarily account setup and billing services related. Team Unisys will assign 24x7 Customer Service Representatives to be responsible for performing oversight, customer service, operational assistance and maintenance and repair to the ITS system and equipment; making changes to the inmate phone access information including input of approved inmate PIN and authorized calling numbers, verification of Billing Number Addresses and entering telephone number lists as approved by authorized Department personnel. Additional customer service personnel will be assigned as needed at the customer service office to handle inmate family accounts and complaints in addition to their regular duties.

The Unisys Team Customer Service Representatives will have an in depth knowledge of the operation, features and functions of the proposed ITS and possess proven customer service, interpersonal, and oral and written communications skills

VAC's Technical Assistance Center currently supports **203 prison sites nationwide** The TAC is staffed with **eleven (11) full time technicians available 24 hours per day 365 days** per year

The Unisys Team Operations Manager and five local Field Repair/Site Technicians will be assigned full-time to the NYS DOCS ITS Program. Maintenance zones, sites assignments, phones per technician, average driving times, and mileages are shown below.

Zones	Office Base	Number of Staff	Sites	Phones	Avg. Drive Time (Min)	Avg. Mileage
Maintenance Zone 1	Schuyler Falls	1	13	561	58	72.2
Maintenance Zone 2	Buffalo	1	11	626	45	50.2
Maintenance Zone 3	Bain Bridge	1	17	922	103	88.3
Maintenance Zone 4	Schenectady	1	9	481	65	68.6
Maintenance Zone 5	Albany	1	20	848	123	121.8

12.4 Vendor Responsibility [6.4]

12.4.1 Responsibility Questionnaire [RFP Section 6.4.1]

Completed vendor responsibility questionnaires are included in the *Attachment: Vendor Qualifications*.

12.4.2 Financial Stability [RFP Section 6.4.2]

The most recent annual reports for Unisys, VAC, and ShawnTech are included in the Attachment: Vendor Qualifications. In addition, Unisys has included the most recent Dunn & Bradstreet report for each company in the same Attachment

12.4.3 Complaint History [RFP Section 6.4.3]

Unisys does not track such matters. However, the bid team did research the Better Business Bureau (BBB) website, and a review of the BBB listings for Unisys offices around the United States determined that there have been no complaints filed against Unisys within the BBB three year reporting period. We did note two complaints lodged against our corporate headquarters in Blue Bell, Pennsylvania. The details of which were not available, but given the size of the company and the number of matters the company handles daily, Unisys reasonably believes these items to be insignificant. Research also determined that Unisys is not listed on any complaints filed with the Federal Communications Commission. Unisys has been and continues to be a trusted supplier to the State of New York with whom the company has successfully completed and continues to perform many noteworthy contracts.

VAC has received two complaints. One from the Iowa Utilities Board, Dept of Commerce on July 31, 2007 and one from the Florida Public Service Commission received on 3/15/2007. In both cases, the PSC received written response and there was no further action taken.

13.0 Billing [RFP Section 7.3]

Unisys will bill collect call household accounts through Local Exchange Carriers (LEC) and pre-paid account owners through the VAC V-CONNECT services described in Sections 10.2.2 and 13.1.1. The collect call billing process involves Merchant Clearing House (MCH), a wholly-owned subsidiary of VACI. The collect call billing process is documented as an attachment to this proposal. One of the core competencies of Unisys is direct billing and remittance of payment stubs. We currently process over 5 million payment coupons monthly for Comcast Cable. At this point, Unisys has not implemented a direct billing strategy for our inmate telephony business; however we are in the process of working with VAC to determine and design the interface requirements and processes necessary to accomplish direct billing capabilities.

The following table provides a list of the LECs that VAC and or MCH have billing agreements with

BILLING ARRARANGEMENTS	NO BILLING ARRANGEMENTS			
ALLTEL NY INC FLTN	AAT PAGING CORP II	DELHI TEL CO	NEUTRAL TANDEM-NY	US DATANET CORP
ALLTEL NY INC JAMEST	ACC NATIONAL TL - NY	DEVON MOBILE COMM	NEXTEL COMM	US LEC COMM - NY
ALLTEL NY INC RED JK	ADELPHIA BUSINESS NY	DFT SELECT ONE-NY	NEXTGEN TELEPHONE NY	VERIZON WIRELESS-NY
CHAMPLAIN TEL CO	ADVANCED PAGING	DIAL-A-BEEPER, INC.	NORTHLAND NETWORKS	VOLO COMMS NEW YORK
CHAZY & WESTPORT TEL	ADVANTAGE COMM INC	DOBSON CELL SYS INC	OMNIPOINT COMM NJ	WARWICK VALLEY TEL
CIT TELCO HAMMOND NY	AIRPAGE	DSLNET COMM. VA - NY	OMNIPOINT COMM NY	WINSOME PAGING
CONVERSENT COMM - NY	ALLEGIANCE TELCOM NY	DSLNET, COMM LLC NY	ONEIDA CTY RL TEL CO	XCHANGE TELECOM - NY
CROWN PT TEL CORP Y	ALLPAGE	DUNKIRK FREDONIA TEL	PAETEC COMM - NY	Y TELL INC. - NY
DEPOSIT TEL CO INC	ALPHA PHONE - NY	EAGLE COMM, INC.	PATTERSONVILLE TEL C	YMAX COMM. CORP.-FL
EDWARDS TEL CO INC	AMER CELLULAR WIRELS	EMPIRE ONE TELECOMMS	PREMIER PAGING INC.	YMAX COMMS CORP NY
FISHERS ISL TEL CO	AMERICAN NETWORK INC	EMPIRE TEL CORP	PWT NEW YORK - NY	Z-TEL COMM INC NY
FRONTIER CM AUSABLE	AMERITECH MOBILE SVC	FOCAL COMM CORP NY	RCN TELECOM SVCS NY	
FRONTIER CM SENECA	AQUIS COMMUNICATIONS	FRONTIER COMM-NY	RNK, INC.	
FRONTIER CM SYLV LK	ARCH WIRELESS HLDGS	GAFACHI TELECOM - NY	RURAL CELLULAR CORP	
FRONTIER COM. OF NY	ARMSTRONG TEL CO NY	GENERAL COMM & ELEC	SBC TELECOM, INC. NY	
FRONTIER COMM OF NY	AT&T LOC - NY	GEOTEK COMMUNICATION	SCARSDALE SECURITY	
FRONTIER ODGEN TELCO	BERKSHIRE TEL CO	GERMANTOWN TELCO INC	SLIC NTW SOLUT - NY	
FRONTIER ROCHESTER	BROADVIEW NTWKS - NY	GILLETTE GLBL NTW NY	SOUTHWESTERN MBL NY	
HANCOCK TEL CO - NY	BROOKS FIBER COM NY	GLOBAL CROSSING-NY	SPRINT COMM CO - NY	
NEWPORT TEL CO INC	CABLEVSN LGHTPATH NY	GLOBAL NAPS - NY	SPRINT SPECTRUM LP	
NICHOLVILLE TEL CO	CARMEL TEL SVCS - NY	INFOTELECOM - NY	SPRINT SPECTRUM NY	
ONTARIO TEL CO	CASSADAGA TEL CORP	K T W INTL CORP	SUPERIOR COMM TECH	
ORISKANY FALL TEL	CENTRAL VERMONT COMM	KMC DATA LLC - NY	TACONIC TEL CORP	
PORT BYRON TEL CO	CHAUTAUQUA-ERIE TEL	LEVEL 3 COMM - NY	TALK AMERICA INC-NY	
PRIMELINK INC - NY	CHOICE ONE COMM.	LINCOLN COMM	TDS METROCOM - NY	
STATE TEL CO	CINGULAR WIRELESS NY	MARGARETVILLE TEL CO	TELEPORT COM NY	
TOWNSHIP TEL CO INC	COMMPARTNERS - NY	MCI WORLDCOM COMM NY	THE PAGING SOURCE GP	
TRUMANSBURG TEL	CONTACT COMM NY	MCIMETRO ATS INC	TIME WARNER ALBANY	
VERIZON NEW YORK INC	CONVERGENT TELES NY	METCOM, INC.	TIME WARNER COM ROCH	
VERNON TEL CO INC	CORETEL NY	METROPOLITAN TELECOM	TIME WARNER COMM	
WARWICK VAL TEL CO	CRICKET COMM INC	MIDDLEBURGH TEL CO	TIME WARNER MANHATAN	
WARWICK VLY TEL NY	CSTC, LLC - NY	MID-HUDSON COMM INC	TRINITY INTERNTL	
WESTELCOM NTWK - NY	CTC COMM - NY	MULTIPLE OCN LISTING	UNITED CELL & PAG	
XO NEW YORK, INC.	D2 WIRELESS INC	NET-TEL CORP.-NY	UPSTATE PAGING, INC.	

Table 13-1: NYS LECS with Billing Agreements in Place

13.1.1 Collect and Prepaid [RFP Section 7.3.1]

The following is the calling procedures involved with the notification of the requirement to set up a V-CONNECT pre-paid account.

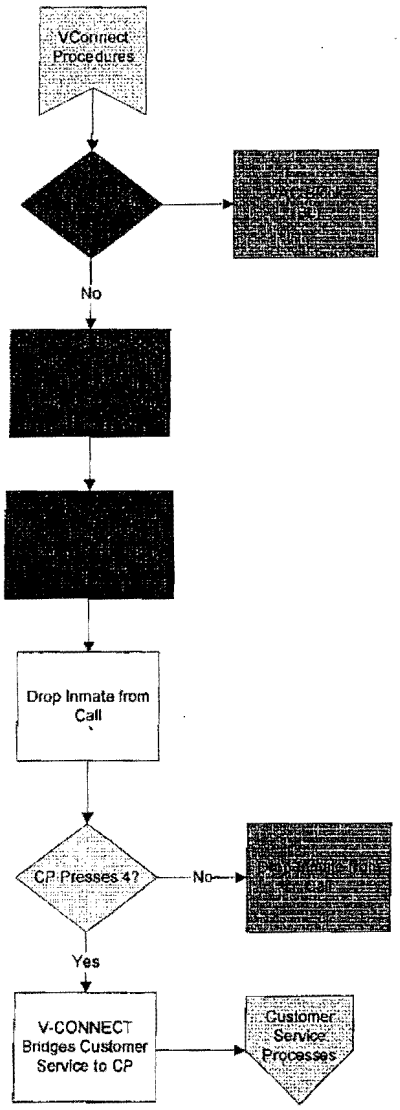

Exhibit 39: Pre-Paid Calling Procedure

The process includes notification of the inmate during a collect call attempt that in order for the collect call to be completed, the called party must set up a pre-paid account The called party is also notified that in order to receive a collect call from the inmate, they need to set up a pre-paid account. The called party is instructed to "press 4" to immediately set up an account or to dial the VAC 1-800 number to set up an account.

Several different payment methods are available to pre-paid account holders for funding the account including credit card, debit card, check, and money order. Once the account is funded the called party can start receiving calls from the institution immediately. Account owners can sign

up on-line, over the telephone, or send payment by mail to Value-Added Communications, Inc., PO Box 678517, Dallas, TX 75267.

As presented in Section 10.2.2, account owners can set up a pre-paid account securely on-line through the web-site http://www.myvconnect.com/. The on-line account set-up process and graphical user interface is very intuitive. Account owners are required to submit their full names, addresses, phone number, e-mail, self-selected password, and credit card information. The account owner is also required to select the institution or correctional system (e.g., Federal institution, NYS DOCS facility) that a pre-paid collect call will originate from. The Exhibit below is a screen shot of the V-CONNECT payment screen.

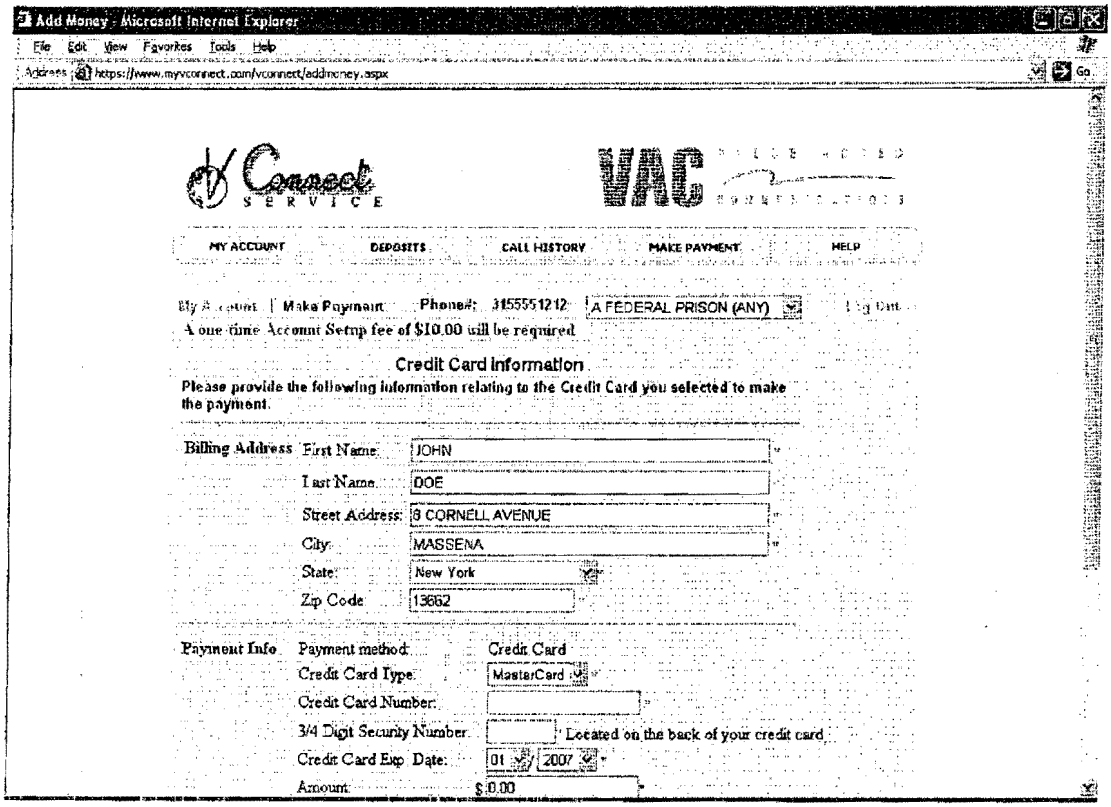

Exhibit 40: Payment Screen for V-CONNECT

The following polices are required to be accepted by a Pre-Paid account owner.

- The account owner must acknowledge being the legal owner of the telephone account listed and are authorized to make changes to service utilizing the credit card and/or check payment
- There is no minimum deposit required.
- To signup for the VAC V-Connect program there is no setup fee
- Every credit card transaction thereafter will include a processing fee deducted from the payment. This fee is not assessed for any non-credit card payments.
- Upon cancellation of the V-Connect account there will be a closing fee.
- Any money that remaining in the account at the time of closing will be returned back after the closing fee has been applied.

- Credit Card or Debit Card payments are accepted
- Should any billing information be provided to VAC by or through the V-CONNECT website, to include, but not limited to: credit card numbers/information, or any other means for payment, the account owner must agree that they are responsible for any and all use of such information by any party for the purchase of services provided by VAC.
- The account owner must agree to hold harmless VAC, and its affiliates, officers, shareholders, and agents, from all claims, losses, liens, expenses, suits, and attorneys' fees for any damages of any kind, including, without limitation: any special, consequential, incidental, punitive, or indirect damages to any person or entity that may in any way arise out of or result from or in connection with the unauthorized use of such payment information, and that the account owner's only remedy, should there be one, is with the issuing financial institution upon its contract terms with the account owner.
- The account owner must acknowledge that detention facilities are run by government authorities that impose restrictions on call times, call duration, and other restrictions not within the control of VAC. Calls denied by these facilities are not the responsibility of VAC.
- The account owner must acknowledge that the NYS DOCS does not allow calls to cell phones. If an account is setup with a cell phone number it should be noted that Value Added Communications will not be held responsible for reimbursing cell phone calls that have been disconnected during the conversation, for whatever reason.
- The account owner must acknowledge that no 3-way conversations are allowed. Any attempts to make a 3-way conversation will result in a call being terminated and Value Added Communications will not be responsible for reimbursing these types of calls.
- The account owner must acknowledge that all calls from the institutions may be recorded and monitored and the actual calling times that are allowed are determined by the individual institutions.
- The account owner must acknowledge that the terms of use may change at any time, and VAC expressly reserves the right to change or modify the terms and conditions for use. Such changes, when made, become effective immediately upon posting to the website, unless otherwise indicated. It is the account owner's responsibility to consult the Terms and Agreement section each and every time you direct your web browser to this website.
- The account owner must click "I Agree" to constitute acknowledgement of, reading the requirement guidelines, acceptance of, and consent to the terms of the Terms and agreements

ATTACHMENTS

Program Management Plan

System Security Plan

Configuration Management Plan

Implementation and Migration Plan

Focus Hardware Product Brochures

Collect Call Billing Process

Focus System Reports

Unisys Financial Stability Documentation

New York State
Department of Correctional Services
Inmate Telephone System (ITS)

UNISYS
Imagine it. Done.

System Security Plan

January 4, 2008

Unisys Corporation
11720 Plaza America Drive
Tower III
Reston, VA 20190

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PREFACE

To carry out its wide-ranging responsibilities, the New York State Department of Correctional Services (NYS DOCS) has access to diverse and complex automated information systems, which include system servers, local and wide area networks running various platforms, and telecommunications systems to include communication equipment. One such system is the Inmate Telephone System (ITS), which enables inmates to regularly communicate with friends and family. The bureaus and offices within the NYS DOCS depend on the confidentiality, integrity, and availability of these systems and their data in order to accomplish day-to-day activities.

In accordance with New York State Office of Cyber Security and Critical Infrastructure Coordination, Cyber Security Policy P03-002, Information Security Policy, Revision Date: August 1, 2007, all NYS systems have value and require some level of protection.

Accordingly, Unisys prepared this document to meet the requirements set forth in the Cyber Security Policy. The tasking included a review of ITS application including:

- A review of the ITS application's design to identify any weaknesses that may be exploited by an internal and/or external threat and countermeasures to mitigate risk
- A review of the ITS applications configuration to include any strengths and weaknesses based on security safeguards enforced by Microsoft operating systems
- A review of the ITS application security features to assess their compliance with applicable State policies and industry best Practices.

The following table is the record of change for the System Security Plan. It indicates versions of this security plan. Each time the security plan is updated, a new entry shall be added to the table, and an appendix to this document will be added to reflect the previous version of the security plan so that all changes are tracked.

SYSTEM SECURITY PLAN RECORD OF CHANGE				
Change No.	Reference	Date of Prior Document Version	Effective Date of Change	Sections of Document Changed
1.0		N/A	December 2007	Draft Document Created

Exhibit 0.0-1. SSP Record of Change.

1.0 SYSTEM IDENTIFICATION

This document provides guidance and requirements for security planning to include controls (management, technical, and operational) for the NYS DOCS ITS.

1.1 Background

This security plan is a requirement of the New York State Office of Cyber Security and Critical Infrastructure Coordination, Cyber Security Policy P03-002, Information Security Policy, Revision Date: August 1, 2007. The NYS DOCS ITS is being created to provide telephone service to inmates in order that they may stay in touch with their friends and family while incarcerated

1.2 System Identification

This document constitutes the System Security Plan (SSP) for the New York State Inmate Telephone System.

1.2.1 System Name/Title

The name of the system is the New York State (NYS) Department of Correctional Services (DOCS) Inmate Telephone System (ITS).

1.2.2 Responsible Organization

Program Office

The NYS DOCS Program Office is the office responsible and accountable for coordinating the business aspects of managing the system from initial concept, through development, to implementation and system closeout. The Program Office determines the sensitivity of the information in the system and the appropriate protection to be taken.

1.2.3 Information Contacts

The following are the information contacts responsible for the system(s) covered by this System Security Plan

Program Manager

The Program Manager possesses overall responsibility for the success of the NYS DOCS ITS Program. Accordingly, the Program Manager will work closely with the NYS DOCS ITS Program Office and the System Security Manager to ensure the successful implementation and maintenance of the system security controls

The NYS DOCS ITS Program Manager is Mr. Paul R. Nicandri.

1.2.4 Assignment of Security Responsibility

System Security Manager

The System Security Manager (SSM) is the individual with the technical and management ability to ensure the implementation of system security configuration controls and security changes for the NYS DOCS ITS, and to report security incidents. The Systems Security Manager will work closely with the system administrators and security engineers to ensure proper implementation and accurate incident reporting.

The NYS DOCS ITS Systems Security Manager is Ms. Tina C. Williams.

Information Owner

The Information Owner determines the sensitivity of information in the system and the appropriate protections to be afforded. The information owner also authorizes who has access to the system and what functions they are permitted to perform These tasks may be delegated to the Program Manager A Program Manager may also act as an information custodian if managing a system for the information owner.

The NYS DOCS ITS Information Owner will be a role shared by a representative of the NYS DOCS ITS Program Office and the Unisys Team Program Manager, Mr. Nicandri.

1.3 System Information

The DOCS Management Information Systems (MIS) staff and Unisys collectively manage the Inmate Call Home program which allows inmates to place collect and pre-paid collect telephone calls to family and friends The Inmate Telephone System supporting the Inmate Call Home program is a network of customized premise based communications equipment and is located in each of the DOCS correctional facilities The system supports 3,438 inmate telephones ranging from installations with as few as four (4) telephones to facilities with as many as one hundred twenty-four (124). The telephone instruments are wired with standard category three cables.

MIS maintains mainframe applications that provide authorized staff with administrative functions and tools that allow the DOCS' Guidance staff the ability to maintain individual inmate calling lists. Each inmate is allowed to place collect-only calls between the hours of 7:00 am and 11:00 pm to any of the fifteen telephone numbers appearing on their personal allowed list for a maximum duration of thirty minutes per call The ITS processed approximately 5.4 million calls for nearly 110 million minutes of traffic annually

1.4 System Environment

1.4.1 System Location

The NYS DOCS ITS servers will reside at the Unisys [redacted] and will be accessible by NYS DOCS ITS sites via the AT&T managed Wide Area Network (WAN). ITS workstations will be located at all facilities to enable call monitoring and system access. The equipment used for back office processing of the inmate calls, will be located at the Value Added Communications (VAC) datacenter in Plano, Texas. In addition to the correctional facilities, NYS DOCS ITS work stations are located in the following facilities:

NY DOCS Bldg 2
1220 Washington Avenue
Albany, NY 12226

NY DOCS IG
150 Broadway
Menands, NY 12204

NY/NJ HIDTA
75 9TH AVE
New York, NY 10011-7006

Upstate NY Regional Intelligence
630 COLUMBIA ST EXT
Latham, NY 12110-3063

Buffalo IG
535 Washington St
Buffalo, NY

[redacted]

[redacted]

1.4.2.1 Hardware

The hardware associated with this system is detailed in the Unisys Technical Proposal and will be documented in a formal System Design Document after contract award.

1.4.2.2 Software

The software associated with this system is detailed in the Unisys Technical Proposal and will be documented in a formal System Design Document after contract award.

1.4.2.3 Firmware

The NYS DOCS ITS hardware includes only standard manufacturer-provided COTS firmware.

1.5 System Interconnection/Information Sharing

[redacted]

1.5.1 Voice/Data Flow (including Data Flow diagrams)

The NYS DOCS ITS incorporates both data and voice call flows. These flows include: the Inmate Call, Maintenance Access (for site workstations and SLC datacenter servers), Investigator Call Record Access, and Nightly Inmate Record Transfer. Included in this section are the flow diagrams, flow description and/or flow steps applicable to each of the system use and secure access requirements.

REDACTED

Exhibit 1.5.1-1. Inmate Call Flow

Investigator Call and Call Record Access Flow Steps

[redacted]

REDACTED

Exhibit 1.5.1-2. Investigator Call and Call Record Access Flow

Remote Maintenance Access Flow Steps – NYS DOCS ITS Site Workstations

1. VAC Technical Assistance Center (TAC) initiates the remote maintenance session from their workstation
2. VAC Router will route the packet request via their router to the ATT data network
3. Site router will allow the packet to go through
4. Site workstation will grant access to TAC user.

REDACTED

Exhibit 1.5.1-3. Remote Maintenance Access Flow – NYS DOCS ITS Site Workstations

[redacted]

[redacted]

[redacted]

Nightly Data File Transfer Flow Description

The NYS DOCS ITS requires data transfer from several other DOCS information systems. Efficient operation of the ITS requires the maintenance of a file of phone numbers each inmate is allowed to call and the authorization code (PIN) for each inmate. The DOCS "Locator" system records information concerning each inmate's admission to and release from the DOCS. Admission and release transactions is passed to Unisys each night as inmate are added or deleted.

In addition, the Phone Number Registration subsystem records the phone numbers each an inmate is allowed to call. Each inmate is allowed to register 15 phone numbers, all others are blocked by the ITS. Any changes to inmate allowed call lists are sent to Unisys each night via FTP. Modifications to the call list are sent as add, delete or replace transactions.

The DOCS inmate "Disciplinary" system records, among other penalties, the loss of the privilege to use the ITS. A file of phone privilege restrictions is sent to Unisys nightly. These transactions will contain the date the restriction is to expire. An ancillary system to associate phones by ANI to specific locations within specific facilities is also maintained. File transfer of ANI location file changes are 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 is sent after the inmate and ANI file transfer to reconcile each inmate's current location. Unisys receives hourly updates during the day of all changes to inmates location that have occurred since the last hourly update or the last nightly "Undercustody" file send was completed. In return, Unisys provides 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 by authorized DOCS users to determine calling patterns of an individual inmate or to a specified phone number.
Nightly Data File Transfer Flow Steps:

[redacted]

Exhibit 1.6.1-5. Nightly Data File Transfer Flow

1.5.2 User Interface

Users access the Focus systems via Internet Explorer Web based applications such as the Investigator WebBrowser shown below. User permissions and privileges are set via Active Directory by the Unisys authorized system administrator.

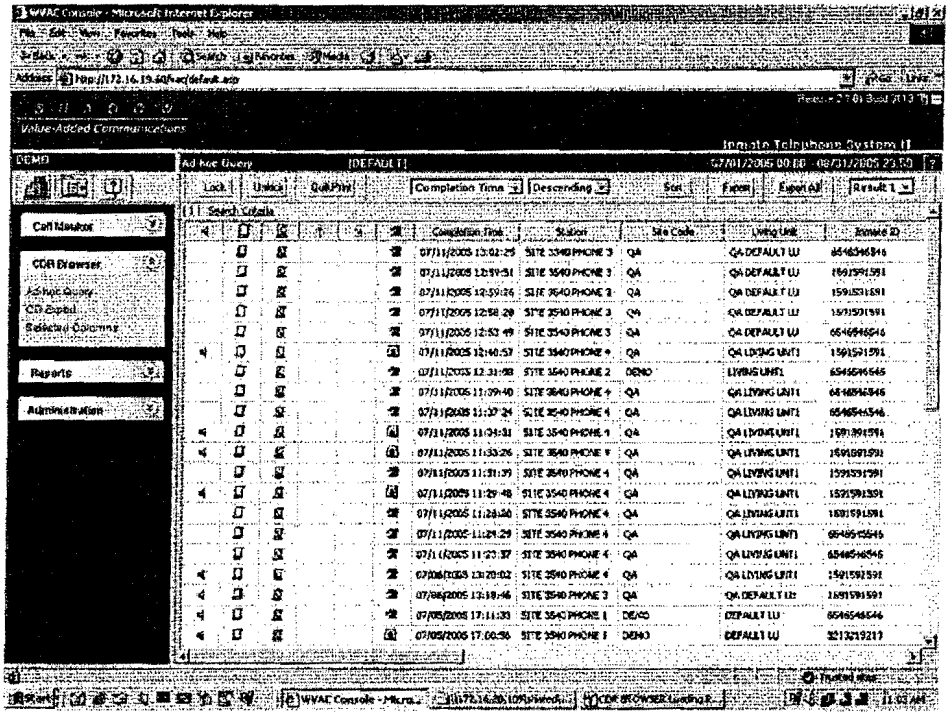

Exhibit 1.5.2-1. NYS DOCS Investigator WebBrowser Screen

1.5.2.1 User Roles and Permissions

The NYS DOCS ITS System Users will be as follows:

User/Service	Role Description
System Administrator	Remotely Administer Workstations and user accounts at NYS DOCS ITS Sites and Servers at Unisys SLC Data Center
Inmate	Place phone calls to approved contacts
Investigator	Access NYS DOCS ITS GUI perform functions per Exhibits 1.6.2.1-1 and 1.6.2.1-2 below
Inmate Administrator	Performs Inmate account management, blocks numbers, enables/disables Inmate phones
"Nightly Transfer" Service	FTP access to the Focus HQ server at SLC data center

Exhibit 1.5.2.1-1. System Users

Within the NYS DOCS ITS GUI, the functions and typically associated roles are as follows:

Function	Roles		
	System Admin	Investigator	Inmate Admin
View Call Records	X	X	X
Access Recordings	X	X	
Live Monitor	X	X	
Export Call Records to CD	X	X	
Run Reports	X	X	X
Block Numbers	X		X
Assign User Privileges	X		
Enable/Disable Phones	X		X
Help	X	X	X

Exhibit 1.5.2.1-2. Web Forms and Reports Functions by Role

1.6 Sensitivity of Information Handled

1.6.1 General Description of Information Handled

The NYS DOCS ITS will contain processing data, call type, call log files, call detail records, personal inmate information and other data as detailed in the data specifications provided by NYS DOCS.

1.6.2 System Criticality

The NYS DOCS ITS application is considered mission important, but not mission critical. Its primary benefits are in the ability to enable inmates to regularly communicate with friends and family while incarcerated. If the system were not operational for an extended time, it would impact the conformity of the institution, which has the potential to lead to disobedient behavior among inmates.

The system also enables DOCS ITS to have access to the most current data on targets and investigations; and to support analytical reports that enable NYS DOCS ITS management to focus investigative resources on important targets. Lack of system availability would likely hinder/stall applicable investigations.

1.6.3 System User Description and Access Levels

All persons who have access to, or are users of, the NYS DOCS ITS application undergo a background check. The local users are approved employees of the NYS DOCS ITS or approved support contractor personnel. The workstations are administered and operated by Unisys Team personnel and support contractors.

The field users include employees of the NYS DOCS, assigned to one of nine hubs. The field users also receive background checks and are approved and trained for access to the NYS DOCS ITS information.

1.7 Applicable Laws, Directives, and Regulations Affecting the System

- State of New York, 5299-C, Senate Bill
- Official Compilation of Codes, Rules and Regulations of the State of New York (NYCRR), 723 3 (d)(2)-(4) Department of Correctional Services, Inmate Telephone Calls, COR-38-07-00004-P.
- New York State Office of Cyber Security and Critical Infrastructure Coordination, Cyber Security Policy P03-002, Information Security Policy, Revision Date: August 1, 2007.

2.0 MANAGEMENT CONTROLS

2.1 Security Assessments

2.1.1 Security Assessment

An initial security assessment will be been done to ensure the appropriate security controls are integrated into the system as proposed. The assessment includes both manual and automated tasks, namely, but not exhaustively, system configuration check to include installed software, virus scans, and user interviews. The Security Assessment will be completed in conjunction with the Quality Assurance (QA) audit that takes place prior to the deployment and installation of the system.

2.1.2 Information System Connections

Unisys will ensure through our subcontracts with VAC and AT&T that any systems (e.g., VAC back office systems or AT&T NOC systems) that have connections with the NYS DOCS system meet the security requirements of the NYS DOCS.

2.1.3 Continuous Monitoring

Continuous monitoring will be done to ensure the security posture of this system is maintained. The monitoring includes both manual and automated tasks, namely, but not exhaustively, audit log reviews, system (i.e. servers, firewalls, routers, etc.) configuration checks to include installed software, virus scans, and user interviews. Additionally, the firewalls (integrated with Intrusion Detection System [IDS] capability) and routers are configured to provide real-time feedback regarding the security state of the system.

2.2 Planning

Security planning has been incorporated within the Unisys Team NYS DOCS ITS solution and includes details as captured within this subsection.

2.2.1 Security Planning Policy and Procedures

The implementation and maintenance of the security controls shared across the Unisys team are guided by internal security policies and procedures. These policies and procedures will be appended/tailored to accommodate the specific NYS DOCS security policy and procedure documents as exist per the NYS *Cyber Security Policy P03-002, Information Security Policy*.

2.2.2 Security Plan

This document is the Security Plan for the NYS DOCS ITS. Updates will be made to the Plan upon contract award and upon receipt of, and agreement on, the additional security configurations per NYS DOCS security policy and procedures.

2.2.3 Security Plan Update

The post-contract baselined Security Plan will be updated periodically as security and/or relevant system changes are performed on the NYS DOCS ITS. In addition, the Plan will be reviewed periodically to ensure current and accurate capture of the security controls contained in the system.

2.2.4 Rules of Behavior

See **Appendix D** for the NYS DOCS ITS Rules of Behavior. Additionally, Unisys Team constituent companies have internal system use policies specifying generally expected/required user behavior.

2.3 Risk Assessment

The Risk Assessment of a system provides insight into the vulnerabilities of the system and priority with which the vulnerabilities need to be remedied. The process of creating a security plan and performing a security assessment are essential to assessing the system security risk associated with the NYS DOCS ITS.

2.3.1 Risk Assessment

The Risk Assessment activity will be incorporated in the ongoing assessment of the security posture of the NYS DOCS ITS. As system vulnerabilities are identified via scanning (see 2.3.2 Vulnerability Scanning below) or manual assessment of security controls, the vulnerabilities will be documented and discussed with the NYS DOCS ITS staff and corrected accordingly by the Unisys Team security and engineering personnel.

2.3.2 Vulnerability Scanning

Periodic vulnerability scans will be performed on the NYS DOCS ITS in order to determine such items as missing system or application patches that need to be installed, any open ports that are not required, etc.

2.4 System and Services

This section describes engineering related controls that support the secure posture of the NYS DOCS ITS.

2.4.1 Information System Documentation

Documentation related to the detailed configuration of the NYS DOCS ITS and related maintenance and security policies and procedures, will be made available to the NYS DOCS per contract requirement, and exist as internal-only documents within the constituent Unisys Team companies. The Information System Documentation is important to maintaining the security posture of the NYS DOCS ITS as it provides insight into the system settings such that potential vulnerabilities within the system can be identified.

2.4.2 Software Usage Restrictions

Prior to software being introduced by the Unisys Team into the NYS DOCS ITS, approval will be sought by the NYS DOCS ITS engineering/security staff and Program Office. In general, software usage will be restricted according to the NYS DOCS ITS security policies and procedures.

3 OPERATIONAL SECURITY CONTROLS

This section describes the operational controls, in place or planned, that meet the protection requirements of the NYS DOCS ITS. Operational controls refer to security mechanisms or methods that are primarily implemented and executed by personnel rather than by systems. Operational controls are implemented by personnel with technical or specialized expertise, and rely upon the support of management activities and technical controls to be effective.

3.1 Personnel Security

Unisys Team requires that all personnel seeking access to an NYS DOCS ITS network undergo a background check. Contractor personnel performing hardware installation or maintenance must be similarly cleared or escorted at all times by appropriately cleared and knowledgeable NYS DOCS employees. After Human Resources has completed a background investigation or approved a waiver, a user's immediate supervisor may submit system access requests to the system administrator. Additionally, VAC employees are required to undergo employee drug tests and be subject to random drug screening as a condition of employment.

All users are required to read and acknowledge understanding of the Rules of Behavior before using NYS DOCS ITS resources.

3.2 Physical and Environmental Protection

This section describes the protection measures that Unisys and VAC will implement to safeguard the confidentiality, integrity, and availability of NYS DOCS ITS system components and data from physical and environmental threats

3.2.1 Physical Security Measures

Physical measures protect the confidentiality, integrity, and availability of NYS DOCS ITS system components and data from physical threats such as destruction by fire, flood, or wind damage, or through physical access and interception by unauthorized persons.

Physical security is a constant challenge, given the distributed nature of the IT architecture and the DOCS numerous physical locations. Unisys assumes NYS DOCS will ensure that all hub sites have multiple layers of physical security ranging from guards at entry points to cameras monitoring key locations throughout the various buildings.

NYS DOCS will house all servers and network equipment (e.g., switches, routers) at hub sites in a locked facility that is accessible only by its staff. NYS DOCS will lock the server room or cabinet so it is only accessible by designated personnel. A logbook will be maintained and used by anyone accessing the server room.

NYS DOCS will escort individuals who request temporary access to computer rooms of primary and secondary facilities. NYS DOCS will maintain a list of individuals with permanent access privileges. The access list will be updated as required.

NYS DOCS will ensure that keys or codes for server rooms and cabinets are protected at the same level as protected information—under lock and key and controlled by the designated representative. Whenever possible, keys will be marked and controlled to enable identification of recovered keys and to facilitate accountability and retrieval of issued keys. Keys will be marked so they present no indication of the identity and location of the lock(s) they open.

The VAC facility provides physical security features that include:

Controlled building access
Locks
Cipher locks
Access Control Logs (for the building)
Power Conditioning equipment
Fire and Smoke Detectors
Sprinkler system
Heating, Ventilation, and Air Conditioning (HVAC)

Entrance to the VAC office is monitored during business hours by a receptionist. All doors are locked on a 24x7x365 basis. Entrance for employees requires a VAC-issued identification badge, electronically coded for access to areas required for the employee's official duties. When inside the building there are several limited access areas that are only to be accessed by employees that have clearance for that area. If access to a restricted area is needed by a non-approved employee they must be escorted by an employee with approved access. Visitors are required to wear a Visitor badge, be escorted, and sign a Visitor log book

The NYS DOCS ITS server room at the VAC facility is a controlled area. It requires an electronically coded badge to gain entry to office spaces from the common hallway. Entry to the server room is protected by a lock controlled by a proximity card reader.

[redacted]

[redacted]

3.2.2 Environmental Protection Measures

Environmental measures protect the integrity and availability of NYS DOCS ITS components by ensuring that supporting environmental utilities such as electrical power, air temperature, humidity, and reduction of airborne contaminants are maintained within operational specifications.

The environmental control standards for computer rooms require adequate heating, ventilation, and air conditioning (HVAC) and clean, reliable power, grounding, smoke detection, and fire suppression.
NYS DOCS HVAC systems operate 24 hours a day (where available). The HVAC systems are designed to provide summer environmental conditions set at a constant 74-76 degrees Fahrenheit (F) or 23.3 to 24.4 degrees Celsius (C), with a humidity level of 45-55 percent. The design provides winter environmental conditions set at a constant 70-74 degrees F or 21.1 to 23.3 degrees C, with a humidity level of 25-35 percent. All ITS systems are equipped with dedicated uninterruptible power sources with 3 hour battery life.

3.2.3 External Intrusion

The threat of outside intrusion into the NYS DOCS ITS is considered to be low due to the use of background checks and criminal penalties for cooption of authorized NYS DOCS with criminal suspects. Each of the system endpoints are equipped with appropriate physical and environmental controls as detailed throughout this section.

3.2.4 Other Threats

The threat of terrorist attack on NYS DOCS facilities is rated as low, based upon the public profile of the NYS DOCS facilities housing the ITS. Because of the environment within which the NYS DOCS resources operate, the threats posed by riot, civil disturbance and vandalism at individual facilities are considered to be high. The following threats are largely mitigated by the security of the NYS DOCS facilities:

- Damage by fire and water
- Natural disasters (e.g., storms, floods, earthquakes)
- Power failure
- Hardware failure (including air conditioning)

- Communication system failure

3.2.5 Potential Points of Failure

There are three potential single points of failure of the system capabilities. The first is the lack of redundant hardware. The Focus system server has no soft failover capability to a warm or hot standby server. This risk is substantially mitigated by the high reliability of the COTS hardware and the ready availability of replacement components from local sources, and the immediate availability of qualified technical support at the SLC data center but it remains a residual risk to system availability.

The second single point of failure involves the total loss of power to the NYS DOCS faculties. The commercial power system supply to these buildings is reliable enough for the required availability. The interconnected power grid of New York State makes is highly unlikely that the commercial power supply will to be disrupted for an extensive period of time except by a major natural disaster, such as an ice storm. The likelihood of the occurrence of any of these natural disasters is considered to be very low to medium and the site equipment will be configured with a 3 hour UPS.

The third potential single point of failure involves the destruction of all or substantially all of the equipment located in the NYS DOCS facilities by fire, terrorist attack, sabotage, or natural disaster. Because the fire resistance of the NYS DOCS facilities is rated as high, and the fire protection and suppression facilities available to the buildings meets fire code requirements, the risk of substantial destruction as a result of fire of the equipment located in the NYS DOCS facilities is considered low. In the light of the strong physical access controls and the stringent personnel clearance procedures governing building access, the risk of destruction of this equipment through terrorist attack or sabotage is rated low. Based on the commercial grade construction of the NYS DOCS facilities and the low likelihood of the occurrence of direct impact of a hurricane or tornado or of an earthquake of significant magnitude in the local area, destruction of this equipment as a result of natural disaster is rated very low.

3.3 Production Input/Output Controls

This section describes the controls NYS DOCS ITS will implement to govern marking, handling, processing, storing, and disposing of input and output information and media. This section also sets forth procedures for labeling and distributing information and media. Input and output controls ensure that unauthorized individuals cannot read, copy, alter, or steal printed or electronic information.

3.3.1 User Support and Guidance

Unisys assumes that NYS DOCS will provide their ITS end user with multiple sources of guidance and support on the use and handling of data produced by the ITS.

3.3.2 Management of Removable Storage Media

Unisys assumes NYS DOCS policy directives provide users with procedures for handling, marking, storing, and disposing of removable media. Unisys considers the following items removable media:

- Diskettes
- Tape cartridges
- Zip cartridges
- CD-ROMs (including rewritable)
- DVDs
- USB flash drives

VAC is responsible for protecting the backup tapes of NYS DOC Call Detail Records from access by unauthorized individuals. The backup tapes and servers are maintained in a restricted area and are transported in a locked tamperproof metal box to the Iron Mountain secure vault.

3.4 Hardware and System Software Maintenance Controls

NYS DOCS ITS hardware and system software maintenance controls are described in the Unisys NYS DOCS ITS Configuration Management Plan. The NYS DOCS ITS Configuration Management Plan identifies the support approach and methodology, specifies the escalation process, and describes the scope and responsibilities of the multi-level support teams. The plan provides a roadmap for establishing a configuration management process for the NYS DOCS ITS IT environment.

The configuration management process performs two primary functions: (1) it establishes a baseline that documents the system at a given point in time; and (2) it maintains the baseline to accurately reflect changes to the system. The plan defines the process flow, the groups involved in the process, responsibilities for managing changes, and the testing and documentation requirements for tracking changes.

Software is controlled using automated tools (Microsoft Visual SourceSafe) on a VAC CM server at the source code level. CM tools ensure only the CM Manager can change baselined software. Commercial-Off-The-Shelf (COTS) software is controlled at the version level. Software is turned over for formal CM control after successful integration testing by Software Engineering. CM is responsible for promoting and releasing software products to produce the segment software to be presented for formal testing.
The VAC CM automated tools organize changes to the source code files into a series of versions allowing access to the exact version that is required as well as provide traceability back to previous versions. These tools are a resource to enable CM to ensure the required control of software changes.

The CM tools provide facilities for storing, updating, and retrieving any version of a file, allowing recovery from errors, and backing up to earlier versions. This limitation prevents multiple users from making conflicting changes to a file. Once a modification has been completed, CM will enter the file back into control. The tools store revisions as a new version of the file, along with comments as to why the modification was made.

In addition to allowing CM to withdraw and resubmit files under its control, the tools include a number of utility functions to aid in file management. Using the tool utilities, CM can perform the following:
Show the differences between two versions of source code,
Show the file version history, listing all versions that preceded it; and
Remove the latest version of a file, reverting back to the previous version to recover from major errors.

No one other than CM has access to the controlled software unless delegated by CM in the case of absence. Lists of configuration items under CM control are located on a VAC share drive.

3.5 Integrity Controls

This section describes both tool-based and manual approaches for ensuring that the integrity of NYS DOCS ITS platforms, operating systems, applications, and data are not comprised.
The NYS DOCS ITS design includes two primary virus detection and prevention solutions:

1. AVG VirusScan—installed to protect all files on servers and workstations.

VAC will update its antivirus signature databases on a regular basis, following manual verification of the integrity of the update.

2. Manual analysis of suspicious behavior including port monitoring (for port scanning software or users) and suspicious data captures.

VAC will configure its antivirus solutions to report virus infections via e-mail to a central virus management mailbox. This mailbox will be monitored by IT security staff. Exceptional changes in the frequency of detected infections will be reported to the Unisys Security Manager.

3.6 Security Awareness and Training

User training is conducted at two levels. New Unisys Team employees will receive NYS DOCS ITS orientation training within one week of assignment to the program. They receive their user ID and temporary password from the network administrator at that time. The training also includes how to change their passwords. Before they are given access to the NYS DOCS ITS, they are required to read the Rules of Behavior and sign an acknowledgement of their responsibilities under the Rules of Behavior. A copy of the acknowledgement is retained in their personnel files.

User training specific to the functionality of the NYS DOCS ITS application is conducted by a training specialist at VAC. The training specialist also prepares and maintains the training materials.

3.7 Incident Response Plan

The Unisys Team has adopted the computer security incident response procedures that meet NYS requirements. A computer security incident as defined as an unexpected, unplanned event that could have a negative impact on ITS resources, requires immediate action to prevent further negative impacts, and violates security policies or circumvents security mechanisms.

The procedures place the responsibility for coordinating the organization's response to computer security incidents on the program management office. Users will report problems relevant to computer security to the Unisys Security Manager and Program Manager.

Coordination is accomplished in the following reporting requirements:

- A verbal report to the NYS DOCS ITS PM within 4 hours.
- A written report within two workdays.
- A final report within 10 days of resolution.

Compromise of NYS DOCS ITS data due to system misuse/failure to follow procedure

The Unisys Security Manager will notify the Unisys Program Manager and NYS DOCS program office on assessing the nature and scope of the ITS data compromised and to determine the appropriate action regarding the responsible party.

Compromise of NYS DOCS ITS data due to system failure

The Unisys Security Manager will notify the Unisys Program Manager and the NYS DOCS Program Office and work to assess the nature and scope of the ITS data compromised. System users will be notified of the incident and data will be restored using the system backups.

Compromise of NYS DOCS ITS data due to hostile penetration attempts

The Unisys Security Manager will notify the Unisys Program Manager and the NYS DOCS Program Office and work to assess the nature and scope of the ITS data compromised. The logs will be thoroughly reviewed to determine the source of the penetration attacks and adjust the security controls accordingly.

Compromise of NYS DOCS ITS data due to system flaws/vulnerabilities (i.e. malicious code)

The Unisys Security Manager will notify the Unisys Program Manager and the NYS DOCS Program Office and work to assess the nature and scope of the ITS data compromised. A check will be done to ensure the patching and anti-virus mechanisms were/are working properly. If not already contained, steps will be taken to remove the flaw/vulnerability. The source of the flaw/vulnerability will be sought and controls adjusted accordingly.

Security Manager Notification during Suspicious Events

The Unisys Security Manager will ensure the performance the routine audit of the logs, or will receive notification of suspicious events by the Unisys Team and/or NYS DOCS MIS administrators and staff.

Actions Taken by System during Suspicious Events

The Unisys Security Manager will notify the Unisys Program Manager and the NYS DOCS Program Office and work to assess the nature and scope of the suspicious event.

3.8 Version Control

Software version control is achieved through the use of automated tools and procedures identified in Section 3.5 Hardware and Software Maintenance Controls. Unisys is responsible for the management of all Program document deliverables and any documents located on the Program Team Site. As changes are identified and agreed upon by the appropriate parties, the Unisys Security and Quality Assurance Manager will be responsible for ensuring the documents are updated to reflect system changes. The Program Team Site will capture document version history. Any team members with the appropriate access can add and update documents. As documents on the Team Site require updating, the following process should be adhered to:

- Check out the document from the Team Site
- Choose to edit the document
- Make the desired changes to the document
- Update the Revision History table in the document (if applicable) per the changes
- Update the Version in other places it appears in the document, i.e. the header, footer, and/or title page
- Save the document
- Check in the document
- Check out the Document List of Record
- Choose to edit the document
- Add the document listing
- Save the document
- Check in the document

When any related VAC document is updated, the VAC QA team will coordinate with the Unisys Program Manager to ensure the Program Team Site has the latest version. To maintain consistent preparation of VAC documents, the VAC Style Guide Template is located under the internal VAC Team Share, Guidelines. This style guide ensures uniformity in the preparation of documents.

When an internal VAC document (or Program document deliverable) is complete, the author notifies the VAC CCB members where the document is located on VAC Team Share for review. A VAC CCB is convened for approval of the document. VAC CCB comments are recorded as Action Items by the VAC PM and the action items must be closed out prior to final approval of the document. Depending upon the extent of the comments received from

the first VAC CCB, it may be necessary for a second VAC CCB review. If the document is an NYS DOCS ITS Program document deliverable, VAC will coordinate with Unisys and the Program CCB (in the case of changes to a baselined document) before submission to the client.

VAC Documentation control provides the means for identifying, reporting, and maintaining data preparation and delivery upon completion of a document. The author prints the document, attaches a signoff page as identified in the "Document Initial Release/Change Notice (DICN) Form" procedure and obtains the necessary approval signatures. Not all documents require signoff. All internal and external documents are located on VAC Team Share for Program members to access for "Read Only". When signoffs have been obtained, the author delivers a hard copy of the signed off document and the signoff page to the Documentation Librarian. A softcopy of the document is also sent to the Document Librarian for insertion into the documentation library. The library copy will be converted into a read-only file.

Controlled distribution of data is used to reduce unnecessary data flow and ensure applicable documentation changes are distributed to holders of previously released documents. All hard copy originals and changed documentation is filed and retained by the Documentation Librarian. Obsolete documentation is labeled "Document Retained for Historical Purposes."

The VAC Documentation Librarian (DL) will maintain a master list of VAC controlled documentation that will list the document number, title, and latest revision status. The list will be available to all Program personnel in the controlled area of VAC Team Share.

The DL will maintain a list of VAC quality records turned over for DL retention that will list the record, owner, location, and retention period for each record. The list will be available to all Program personnel in the DL area of VAC Team Share.

3.8.1 Operating System Patches

Patches issued for the NYS DOCS ITS servers and workstations will be issued by the VAC TAC on an as needed basis and per identification by vulnerability scan or other assessment that updated patches are needed. The patch cluster incorporates all upgrades since the previous cluster and is first applied to a limited number of production machines in lieu of a test environment, to ensure that the patches do not cause unforeseen problems. After a period of observation, patches are applied to all relevant servers.

4.0 TECHNICAL CONTROLS

This section describes the technical controls planned for the NYS DOCS ITS deployment that affect the security of the information stored and transmitted by the system.

4.1 Identification and Authentication

The information flow diagrams shown in section 1.6.1 above detail the various system entry points. Each entry point to the system requires identification and authentication prior to system access.

4.1.1 User Account Identification and Authentication

Identification and Authentication for inmate calls is provided by voice identification and a pin authenticator. These two items are required for a successful call.

With regard to the access to the data centrally stored at the Unisys SLC facility, investigators desiring to access such information must belong to the appropriate domain group. The NYS DOCS ITS uses the standard identification and authentication mechanisms intrinsic to Microsoft Windows 2003 operating system. These mechanisms are configured and controlled through Microsoft Active Directory, with administration policy enhanced through the use of Active Directory-integrated Group Policy Objects (GPOs).

The NYS DOCS will include the generally accepted ITS system features and functionality to manage and support the systems and networks. The NYS DOCS Investigators and administrators will access the systems using the VAC WebBrowser and the WebITS features to search, query inmate call records, export recordings to CD, manage inmate accounts, and run reports.

The ITS AS feature allows the user to access the web based products via VAC developed username/password authentication (similar to Yahoo or Google web access). This authentication method allows NYS DOCS to use their own workstations to access the Focus system (this capability is optional per NYS DOCS discretion). The NYS DOCS ITS will be provided with the ITS AS authentication enabled. The Focus security levels and groups integrate seamlessly into the Microsoft security groups so users can be granted access and can be managed via active directory.

The NYS DOCS ITS Active Directory design and operations procedures implement the concept of no shared accounts. The no shared accounts rule stipulates that each system user is assigned one unique identity account with individually assigned and maintainable passwords (system administrators are assigned two identity accounts). The user is required to protect his or her password and is restricted from sharing it with anybody, including a system administrator

Exceptions to the no-shared accounts rule include default administrator accounts and application-specific accounts required for systems operations, such as antivirus and tape backup operations.

Remote access to the system for maintenance purposes also requires identification and authentication. Remote Admin is used to provide VAC system administrative access to the systems located at the Unisys SLC Data Center as well as access to the workstations located at the NYS DOCS ITS sites. Remote Admin must be installed on each device (servers and workstations) and the VAC user must have an account on the device requiring remote administration. Once remote access is established, the user is allowed administrative access per permissions reflected by his/her the Active Directory group membership.

4.1.2 Password Management

Passwords are an important aspect of computer security. All Unisys Team employees accessing the NYS DOCS ITS system will be required to adhere to the password policy as detailed in the VAC Password Policy; complexity includes mandated minimum length and combination of characters. The servers and workstations have been configured to enforce this policy, to include changing the names of default accounts and setting required passwords on these accounts. The configuration settings for passwords are configurable per NYS DOCS policy.

4.2 Logical Access Controls

The NYS DOCS ITS design includes a combination of hardware and software access controls to protect the information stored and disseminated. The use of Commercial-off-the-Shelf (COTS) microcomputer hardware and software maximizes interoperability and accessibility, but also requires significant effort to properly configure and administer for secure operations. Unisys has leveraged industry best practices to arrive at access control specifications that balance information protection with functionality.

The following sections describe the use of Microsoft Active Directory and GPOs in the design to define and enforce user-based, system-based, and role-based access controls and identify additional system-based techniques and encryption methods for further securing platforms. Also discussed is the remote access design.

4.2.1 Active Directory and Group Policy

Wherever possible, the Focus 100 takes full advantage of Microsoft Active Directory and GPOs to centrally manage and control access. Active Directory provides a hierarchical X.500-style database for defining and distributing information regarding users, computers, and groups of users and computers. The Active Directory database provides the core repository of information on which most access control functions depend. In order to consistently manage access control policy across the numerous computer systems, NYS DOCS ITS domain administrators define sets of policy statements (i.e., GPOs). In order to access any network resource, the network domain infrastructure requires enforcement of the relevant GPOs by each computer accessing the

network. There will be standardized GPO settings defined by NYS DOCS ITS by default, with modifications to settings for individual users or groups based on operational requirements.

The resultant policy set for a given computer and user situation is interpreted dynamically from Active Directory and the applicable GPOs for each logon session. These are based on the computer's membership in groups of computers and the current user's membership in groups of users. Effectively, the NYS DOCS ITS Active Directory maps the GPOs to the following five general groups:

- Three computer groups: workstations, servers, and domain controllers.
- Two user groups: users and administrators (there are multiple administrative groups).

Membership in the various administrative security groups is closely controlled and requires approval of the NYS DOCS ITS Program Manager following the background check process.

The GPOs are used to set a variety of security, operational, and administrative policy options, including access control, auditing, and authentication controls. GPO settings for specific groups of computers and users will be defined upon receipt of the NYS DOCS system hardening standards. Based on the computer and user, GPOs will enforce customized policies on the following types of controls:

- Defining password management and complexity rules
- Controlling access to system consoles, including idle timeouts.
- Limiting installation and configuration of application software.
- Controlling access to operating system files, configuration, and logs.
- Disabling unneeded functions, services, and input/output methods.

In general terms, NYS DOCS ITS standard users are not able to modify workstation software configurations in a way that could radically compromise security. Users can only access servers via the network through application-specific functions. The administrative group permissions and access controls are based on the concept of least privilege—granting rights to perform functions only if the particular administrative employee requires those functions to perform his or her job duties.

4.2.2 System-based Logical Access Controls

The FOCUS 100 design mandates that systems are installed and maintained to provide custom (non-default) controls to secure the information contained on them. Active Directory and controls provide central management of many functions, but there are a number of controls that can only be implemented on a per-system basis. These controls enhance the effectiveness of the centrally managed controls and are configured during the system build process.

[redacted]

4.2.4 Auditing

The Focus 100 design utilizes the built-in auditing features of Microsoft Windows 2003/Active Directory operating system event logs. Unisys is confident that the built-in features are sufficient to meet the requirement for accountability of user actions. The following Group Policies are implemented on all Focus 100 systems and site workstations (as applicable):

- Audit account logon and logoff events, success and failure.
- Audit account management, success and failure.
- Audit Directory Services access, failure.

- Audit logon events, success and failure.
- Audit objects access, success and failure (on critical system and user resources only)
- Audit policy change, success and failure.

The Group Policy settings listed above allow system administrators to monitor security-related events (such as failed log-on attempts) to detect intruders and attempts to compromise system data. At a minimum, the security log audit entry contains the following information:

- The action that was performed.
- The user who performed the action.
- The success or failure of the event and the time that the event occurred.

4.2.5 Encryption

Should the need arise for encryption to be applied to the workstations at the NYS DOCS ITS sites, Unisys has experience in implementing such a solution. The encryption solution could include either file or whole disk encryption.

APPENDIX A: ACRONYMS/DEFINITIONS

List of acronyms found within this System Security Plan:

ACL	Access Control List
AS	Authentication Services
CERT	Computer Emergency Response Team
COTS	Commercial-Off-The-Shelf
E-mail	Electronic Mail
GPO	Group Policy Object
HTTP	Hypertext Transfer Protocol
ID	Identification (as in user ID)
IT	Information Technology
ITS	Inmate Telephone System
LAN	Local Area Network
MIS	Management Information Services
NIST	National Institute of Standards and Technology
NYS DOCS	New York State Department of Correctional Services
ROB	Rules of Behavior
SLC	Salt Lake City
SSP	System Security Plan
TAC	Technical Assistance Center
UPS	Uninterruptible Power Supply
VAC	Value Added Communications
WAN	Wide Area Network
WWW	World Wide Web

APPENDIX B: GLOSSARY

The following is the glossary of terms found within this System Security Plan:

Access Control—The process of limiting access to the resources of a system only to authorized programs, processes, or other systems (in a network). Synonymous with **controlled access** and **limited access**.

Accreditation—A formal declaration that the information system is approved to operate in a particular security mode using a prescribed set of safeguards. Accreditation is the official management authorization for operation of AIS and is based on the certification process as well as other management considerations. The accreditation statement affixes security responsibility with the Designated Approving Authority and shows that due care has been taken for security.

Audit—The independent examination of records and activities to ensure compliance, establish controls, policy, and operational procedures, and to recommend indicated changes in controls, policy, or procedures.

Audit Trail—A chronological record of system activities that is sufficient to enable the reconstruction, reviewing, and examination of the sequence of environments and activities surrounding or leading to an operation, a procedure, or an event in a transaction from its inception.

Authorization—The granting of access rights to a user, program, or process.

Availability—The concept that users will be able to access data when needed.

Certification—The comprehensive evaluation of the technical and non-technical security features of an information system and other safeguards, made in support of the accreditation process that establishes the extent to which a particular design and implementation meet a specified set of security requirements.

Confidentiality—The concept of holding sensitive data in confidence, limited to an appropriate set of individuals or organizations.

Configuration Management—The management of security features and assurances through control of changes made to a system's hardware, software, firmware, documentation, test, test fixtures and test documentation throughout the development and operational life of the system.

Countermeasure—Any action, device, procedure, technique, or other measure that reduces the vulnerability of or threat to a system.

Individual Accountability—The ability to associate positively the identity of a user with the time, method, and degree of access to a system.

Integrity—The concept that data, when viewed, will be in sound, unimpaired, or perfect condition.

Password—A protected/private character string used to authenticate an identity.

Penetration—The act of successfully bypassing the security mechanisms of a system.

Physical Protection—The application of physical barriers and control procedures as preventive measures or countermeasures against threats to resources and sensitive information.

Risk—The probability that a particular threat will exploit a particular vulnerability of the system.

Risk Management—The total process of identifying, controlling, and eliminating or minimizing uncertain events that may affect system resources. It includes risk analysis, cost benefit analysis, selection, implementation and test, security evaluation of safeguards, and overall security review.
Security Evaluation—An evaluation done to assess the degree of trust that can be placed in systems for the secure handling of sensitive information. One type, a product evaluation, is an evaluation performed on the hardware and software features and assurances of a computer product from a perspective that excludes the system environment. The other type, a system evaluation, is done for the purpose of assessing a system's security safeguards with respect to a specific operational mission and is a major step in the certification and accreditation process.

Security Features—The security-relevant functions, mechanisms, and characteristics of system hardware and software. Security features are a subset of system security safeguards.

Security Policy—The set of laws, rules, and practices that regulate how an organization manages, protects, and distributes sensitive information.

Security Requirements—The types and levels of protection necessary for equipment, data, information, software applications, and facilities to meet security policy.

Security Safeguards—The protective measures and controls that are prescribed to meet the security requirements specified for a system. Those safeguards may include but are not necessarily limited to: hardware and software security features, operating procedures, accountability procedures, access and distribution controls, management constraints, personnel security, and physical structures, areas, and devices. Also called **safeguards.**

Sensitive Information—Any information of which the loss, misuse, modification, or unauthorized access could affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, U.S. Code, but that has not been specifically authorized under criteria established by an Executive Order or an act of Congress to be kept classified in the interest of national defense or foreign policy.

Threat—Any circumstance or event with the potential to cause harm to a system in the form of destruction, disclosure, modification of data, and/or denial of service.

User—Person or process accessing an AIS either by direct connections (e.g., via terminals), or indirect connections (e.g , prepare input data or receive output that is not reviewed for content or classification by a responsible individual).

User Identification & Authentication (I&A)—A process by which authorized system users positively identify themselves by a unique user ID and password prior to being granted system access.

APPENDIX C: REFERENCES

1 New York State Office of Cyber Security and Critical Infrastructure Coordination, *Cyber Security Policy P03-002, Information Security Policy*, Revision Date: August 1, 2007.

2. VAC Security Requirements and Policies, Document ID 100-8013-001, Revision Date: December 12, 2007.

APPENDIX D: NYS DOCS ITS RULES OF BEHAVIOR

Purpose

The intent of the ITS User IT Security General ROB is to summarize laws and guidelines from various Unisys Team policies and NYS documents, most specifically New York State Office of Cyber Security and Critical Infrastructure Coordination, Cyber Security Policy P03-002, Information Security Policy, Revision Date: August 1, 2007 They are to be followed by all users (contractors and NYS DOCS employees) who use any computing resources that support the mission and functions of the ITS

What are "Rules of Behavior (ROB)"?

The ROB are part of a comprehensive program to provide complete information security. ROB establish standards of actions in recognition of the fact that knowledgeable users are the foundation of a successful security program. The ROB concern use of, security in, and the acceptable level of risk for, NYS DOCS systems, and highlight the need for users to understand that taking personal responsibility for the security of a computer and the data it contains is an essential part of their job. People are the first line of defense in support of NYS DOCS information and information systems. Users offer many eyes and ears to detect and report threats to NYS DOCS information systems.

Who is covered by these rules?

These rules extend to all NYS DOCS personnel (employees and contractors) and any other persons using NYS DOCS computing resources or accessing NYS DOCS systems under formally established agreements. All users should be fully aware of, and abide by, NYS DOCS security policies. All users will review and provide signature or electronic verification to these rules annually.

What are the penalties for Noncompliance?

Compliance with these rules will be enforced through sanctions commensurate with the level of infraction. Actions may include a verbal or written warning, removal of system access for a specific period of time, reassignment to other duties, or termination, depending on the severity of the violation.

Responsibilities

Complying Users will:

1. Process, store, and/or transmit data only on systems and/or networks authorized for the highest level of the data involved.

2. Protect and safeguard NYS DOCS information including media that contains information from unauthorized access, unauthorized or inadvertent modification, disclosure, destruction, denial of service, or use in accordance with applicable State policy, practices, and procedures

3. Protect all hard copy produced at the highest classification or sensitivity level of that system until reviewed for proper classification or sensitivity and control.

4. Destroy information or media, when required, in accordance with security requirements based on the level of classification or sensitivity.

5. Provide access to sensitive information only after ensuring that the parties have the proper authorization and need-to-know.

6. Operate the system only in those areas approved for the highest sensitivity level of the information involved unless specific authorization has been received from the NYS DOCS Program Office to operate the computer in other areas.

7. Comply with terms of software licenses and only use NYS DOCS-licensed and authorized software

8. Use NYS DOCS systems for lawful, official use, and authorized purposes in accordance with current guidelines

9. Choose and change passwords in accordance with program standards

10. Not share account passwords with anyone.

11. Protect passwords at the highest data sensitivity level of information on that system.

12. Know the system data and properly protect all data inputs and outputs according to their sensitivity and value.

13. Properly mark and label sensitive documents and media in accordance with the NYS DOCS standards

14. Ensure that sensitive information is removed from hard disks that are sent out for maintenance

15. Screen-lock the computer or log off when leaving the work area, and power down the computer when departing for the day.

16. Use authorized virus-scanning software on the workstation or PC. Know the source before using diskettes or downloading files.

17. Not use shared drives to store, maintain, or relay Privacy Act data unless the data is password protected and the folder within the shared drive has access set up only for those employees authorized to work with the data.

18. Sign all logs, forms, and receipts as required for accomplishment of duties relating to the collection, use, transfer, or disposal of NYS DOCS information or information systems.

19. Know who Unisys Security Manager and NYS DOCS security staff are. Consult the appropriate NYS DOCS staff and obtain permission or approval before doing any of the following:

- Changing any configurations and/or settings of the operating system and security-related software on classified systems.

- Installing any software.
- Adding, modifying, or removing hardware accessories or networks to a classified computer.
- Accessing the internal components of the computer.
- Testing the capabilities of the security control software.
- Circumventing the security mechanisms used on and by the computer.
- Attempting to access any electronic audit trails that may exist on the computer unless specifically authorized to do so.

20. Make the computer available at any time to the Unisys Security Manager and NYS DOCS security staff for inspection and review of audit logs.
21. Make the computer available at any time to the System Administrator for the installation of patches and other system administration activities.
22. Report known or suspected incidents immediately. Immediately report to the Unisys Security Manager, Unisys Program Manager, and NYS DOCS Program Office any evidence of tampering with the computer or if the computer's tamper-evident seals are broken.
23. Notify the Unisys Security Manager when access to the computer is no longer needed (e.g., transfer, termination, leave of absence, or for any period of extended non-use).
24. Never perform audit functions on a system for which the user is either a user or system administrator.

Managers will:

1. Ensure that staff has access to, and are aware of, all existing NYS DOCS policies and procedures relevant to the use of NYS DOCS information technology resources.
2. Ensure that staff follows system security policies, guidelines and procedures

I acknowledge receipt of the General Rules of Behavior listing, understand my responsibilities, and will comply with the rules of behavior for NYS DOCS ITS

_____ _____

Signature Date

APPENDIX E: SECURITY AWARENESS TRAINING PLAN

User training is conducted at two levels. New Unisys Team employees receive ITS orientation training within one week of assignment to the program. They receive their user ID and temporary password from the network administrator at that time. The training also includes how to change their password. Before they are given access to the ITS they are required to read the Rules of Behavior and sign an acknowledgement of their responsibilities under the Rules of Behavior. A copy of the acknowledgement is retained in their personnel files.

User training specific to the functionality of the NYS DOCS application is conducted by a training specialist at VAC. The training specialist also prepares and maintains the training materials, working with the system administrator and system developer.

Offerer Certification of Compliance
with State Finance Law §139-k(5)*

Offerer Certification:

I certify that all information provided to the Department of Correctional Services with respect to State Finance Law §139-k is complete, true and accurate, to the best of our knowledge and belief.

By: [signature] Date: 28 MARCH 2008

Name: C.A. SOLIBAKKE

Title: CONTRACTS DIRECTOR, FED.SYS., CIVILIAN

Contractor Name: UNISYS CORPORATION

Contractor Address: 11720 PLAZA AMERICA DRIVE
RESTON, VA 20190

Offerer's Certification of Compliance
with State Finance Law §139-k(5)

Background:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Instructions:

A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity. .

Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Background:

State Finance Law §139-j(6)(b) provides that:

> Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k.

Offerer affirms that it understands and agrees to comply with the procedures of the Department of Correctional Services relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: [signature] Date: 28 MARCH 2008

Name: C.A. SOLIBAKKE

Title: CONTRACTS DIR., FED SYS., CIVILIAN

Contractor Name: LMSYS CORPORATION

Contractor Address: 11720 PLAZA AMERICA DRIVE
RESTON, VA 20190

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY PROFILE

Part I – Contract Information
(Complete for all transactions)

1. Agency Code:	10160	2. Agency Name:	NYS Dept. Of Correctional Services
3. Batch Number:		4. Contract/Purchase Order No.:	
5. Vendor Name:	Unisys		
☒ Prime Contractor ☐ Subcontractor		6. Vendor Federal EIN:	[redacted]
7. Transaction Amount:	$	8. Total Contract Value	$
9. Description of Contract:	Inmate Phone contract (services and equipment)		
10. Agency Contact Name, Phone, and E-mail:	Bruce Johnson, Chief Finnance Officer (518) 457-3808 BAJohnson@DOCS.STATE.NY.US		
11. Responsibility Determination	☒ Responsible ☐ Non-Responsible		
12. Issues Disclosed or Found:	☐ No ☒ Yes (List and describe resolution in Question 13)		

13. **Issue Detail**: *For each issue* found by the agency or disclosed by the vendor, describe the issue and its resolution.

Note: In the "Resolution" field, include the agency's assessment of the issue, its relevance to the vendor's responsibility for this procurement, and any corrective or mitigating actions taken by the agency or vendor in response to the issues (attach additional pages if necessary).

Issue Description	Agency Resolution
[redacted]	[redacted]
[redacted]	[redacted]

3. [redacted]	[redacted]
4. .	
5.	

Part II – Vendor Disclosure and Agency Process

(Complete for new contracts valued at $100,000 or more, and amendments that bring contract value to $100,000 or more for the first time.)

G-221 states "agencies must affirmatively require disclosure by the proposed contractor of all information that the agency reasonably deems relevant to a determination of responsibility."

14. **Vendor Disclosure**

Please identify the items of disclosure ***provided by the vendor***. Check all that apply and attach all pertinent information. *(OSC reserves the right to request copies of vendor disclosures the agency used in making its responsibility determination)*

- ☐ Online VendRep Questionnaire
- ☒ Hard Copy Questionnaire (must attach if used)
- ☒ Solicitation Document Responses
- ☒ Financial Statements
- ☒ Vendor Correspondence
- ☒ Vendor Website
- ☐ Other Vendor Disclosure

Describe:

15. **Agency Process**

Describe the steps ***taken by the agency*** to determine vendor responsibility including consideration of the vendor disclosures identified above, and the independent agency research such as Internet sources, agency records and internal and external agency communication.

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY PROFILE

See attached binder. DOCS has undertaken a search of numerous Web sites and reviewed in detail the vendor submitted documentation and has found no reason to believe the vendor will not be able to meet the terms of this contract.

AGENCY RESPONSIBILITY CERTIFICATION

Contracting Agency, [NYS Department of COrrectional Services], has undertaken an affirmative review of the proposed contractor's responsibility in accordance with the standards outlined in Comptroller's Bulletin No. G-221, and based upon such review, has reasonable assurance that the proposed contractor as indicated below is:

☒ Responsible ☐ Non-Responsible

Contract/Purchase Order Number:	
Vendor Name	Unisys
Signed	Bruce Johnson
Print Name	Bruce Johnson,
Title	Chief Finnance Officer
Date	3/21/08

New York State Department of Correctional Services

CONTRACT MANAGER'S AFFIRMATION OF VENDOR RESPONSIBILITY DETERMINATION WITH VENDOR RESPONSIBILITY PROFILE

Vendor Name: Unisys

Contract Number: **Contract Period:** 04/01/08 – 03/31/11 plus two 1 year renewals

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CONTRACT MANAGER'S RESPONSIBILITY AFFIRMATION

I, Thomas Herzog, have undertaken an affirmative review of the proposed contractor's responsibility in accordance with the standards outlined in Comptroller's Bulletin No. G-221, and based upon such review, have reasonable assurance that the proposed contractor is responsible as indicated in question 9 above.

I have review the following data sources and found the following concerns that apply to Vendor responsibility.

Google .com Security breach including release of data (Homeland security and Veterans Administration) Ven Rep Question 7	Unisys has provided a statement of the event and is working with federal law enforcement (FBI) on resolution. Unisys has changed internal policies to prevent a reoccurrence. The agency finds the changes sufficient for the security of the data likely to result from this contract. Unisys has in addition submitted a security plan specific to the Data from DOCS that has been review by our staff and found acceptable.
OSHA.gov - 1 serious violation Ven Rep question 7.2	The agency finds the issue will not impact on Unisys' ability to carry out the terms of this contract.
Ven Rep Question 5	The agency finds the issue will not impact on Unisys' ability to carry out the terms of this contract
Various other sites included in the attached binder	The agency finds no issues that will impact on Unisys' ability to carry out the terms of this contract

Signed

Thomas Herzog
Title: Chief Information Officer
Direct Phone Number: (518)457-2540 **dtelliott@docs.state.ny.us**

New York State
Standard Vendor Responsibility Questionnaire For Profit Business Entity

BUSINESS ENTITY INFORMATION		
Legal Business Name Unisys Corporation	EIN [redacted]	
Address of the Principal Place of Business/Executive Office Township Line & Union Meeting Roads, Blue Bell, PA 19424	Phone Number (215) 986-4011	Fax Number
E-mail	Website www.unisys.com	
Authorized Contact for this Questionnaire		
Name: Catherine Solibakke	Phone Number [redacted]	Fax Number [redacted]
Title Contracts Director, Federal Systems, Civilian Group	Email [redacted]	

List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)

Type	Name	EIN	State or County where filed	Status

BUSINESS CHARACTERISTICS		
1.0 Business Entity Type – Please check appropriate box and provide additional information:		
A) ☒ Corporation (including PC)	Date of Incorporation 1986	
b) ☐ Limited Liability Co. (LLC or PLLC)	Date Organized	
c) ☐ Limited Liability	Date of Registration	
d) ☐ Limited Partnership	Date Established	
e) ☐ General Partnership	Date Established	County (if formed in NYS)
f) ☐ Sole Proprietor	How many years in business?	
g) ☐ Other	Date Established	
If Other, explain:		
1.1 Was the Business Entity formed in New York State?		☐ Yes ☒ No
If 'No' indicate jurisdiction where Business Entity was formed: ☒ United States State Delaware ☐ Other Country ____		
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: *Select 'Not Required' if the Business Entity is a Sole Proprietor or General Partnership*		☒ Yes ☐ No ☐ Not required
If 'No' explain why the Business Entity is not required to be registered in New York State.		

New York State
Standard Vendor Responsibility Questionnaire For Profit Business Entity

I. BUSINESS CHARACTERISTICS	
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?	☒ Yes ☐ No
If 'No', explain and provide detail, such as "not required", "application in process", or other reason for not being registered.	
1.4 Is the Business Entity publicly traded?	☒ Yes ☐ No
CIK Code or Ticker Symbol [redacted]	
1.5 Is the responding Business Entity a Joint Venture? *Note: If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture*	☐ Yes ☒ No
1.6 Does the Business Entity have a DUNS Number?	☒ Yes ☐ No
Enter DUNS Number 00-535-8932	
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State?	☐ Yes ☒ No
If 'No', does the Business Entity maintain an office in New York State?	☒ Yes ☐ No
Provide the address and telephone number for one New York office. Unisys 10B Madison Ave. Ext Albany NY 12203 (518) 452-6100	
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	☐ Yes ☒ No
If 'Yes', check all that apply: ☐ New York State Certified Minority Owned Business Enterprise (MBE) ☐ New York State Certified Women Owned Business Enterprise (WBE) ☐ New York State Small Business ☐ Federally Certified Disadvantaged Business Enterprise (DBE)	
1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. *Attach additional pages if necessary.* Please see attached pages	

Name	Title	Percentage Ownership *(Enter 0% if not applicable)*
(See attached sheet)		

II. AFFILIATES AND OTHER RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? *Attach additional pages if necessary.*		☒ Yes ☐ No
Affiliate Name (See attached sheet)	Affiliate EIN *(If available)*	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		☐ Yes ☒ No
Individual's Name	Position/Title with Affiliate	
2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? *Attach additional pages if necessary*		☐ Yes ☒ No

New York State
Standard Vendor Responsibility Questionnaire For Profit Business Entity

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
Joint Venture Name:	Joint Venture EIN *(If available)*:	Identify parties to the Joint Venture:

III. CONTRACT HISTORY	
3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes" attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description. (See attached sheet)	☒ Yes ☐ No

IV. INTEGRITY - CONTRACT BIDDING Within the past five years for the Business Entity or any Affiliate	
4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	☐ Yes ☒ No
4.1 been subject to a denial or revocation of a government prequalification?	☐ Yes ☒ No
4.2 been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity?	☐ Yes ☒ No
4.3 had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held	☐ Yes ☒ No
4.4 agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☒ No
4.5 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	☐ Yes ☒ No
For each "Yes" answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

V. INTEGRITY - CONTRACT PERFORMANCE Within the past five years for the Business Entity or any Affiliate	
5.0 been suspended, cancelled or terminated for cause on any government contract?	☒ Yes ☐ No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes ☒ No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes ☒ No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VI. CERTIFICATIONS/LICENSES Within the past five years for the Business Entity or any Affiliate	
6.0 had a revocation, suspension or disbarment of any business or professional permit and/or	☐ Yes ☒ No
6.1 had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	☐ Yes ☒ No

New York State
Standard Vendor Responsibility Questionnaire For Profit Business Entity

[illegible]

For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

[illegible]

[redacted]

For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

[illegible]

8.0 a sanction imposed relative to any business or professional permit and/or license?	☐ Yes ☒ No ☐ N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	☐ Yes ☒ No ☐ N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	☐ Yes ☒ No ☐ N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	☐ Yes ☒ No ☐ N/A

New York State
Standard Vendor Responsibility Questionnaire For Profit Business Entity

[illegible]	
8.4 a debarment from any government contracting process?	☐ Yes ☒ No ☐ N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

[illegible]	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☒ No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over $25,000?	☐ Yes ☒ No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments (not including UCC filings) over $25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?	☐ Yes ☒ No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant's name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 In the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	☐ Yes ☒ No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	☐ Yes ☒ No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability years, the tax liability amount the Business Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	☐ Yes ☒ No

9.0 FINANCIAL AND ORGANIZATIONAL CAPACITY

If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the years the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.6 During the past three (3) years, has the Business Entity or any *Affiliates* had any government audits?	☒ Yes ☐ No
If "yes" did any audit reveal material weaknesses in the Business Entity's system of internal controls?	☐ Yes ☒ No
If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	☐ Yes ☒ No

For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

10.0 FREEDOM OF INFORMATION LAW

10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	☒ Yes ☐ No

Indicate the question number(s) and explain the basis for the claim.
Non-public information not subject to disclosure under NY State Public Officers Law, Article 6, Section 87(FOIL)

Certification

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies or political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the question set in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments; if applicable;

- understands that New York State will rely on information disclosed in this questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entity or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer	
Printed Name of Signatory	William Wotherspoon
Title	Assistant Secretary
Name of Business	Unisys Corporation
Address	11720 Plaza America Drive
City, State, Zip	Reston, VA 20190

Sworn to before me this 20th day of December, 2007;

Larea Carter Notary Public

LAREA CARTER
Notary Public
Commonwealth of Virginia
133032
My Commission Expires Dec 31, 2008

Attachment to Vendor Responsibility Questionnaire dated 12/27/07 of Unisys Corporation [redacted]

Introduction/Background. Unisys is a large US corporation, (over $5 billion in revenue in 2006), that conducts business on a worldwide scale through many other related foreign and domestic business entities. Unisys is a publicly held company (trading symbol "UIS") and is listed on the New York Stock Exchange, the SWX Swiss Exchange and on exchanges in Amsterdam, Brussels, and London. The scope of Unisys inquiry and the response to the questionnaire is limited to Unisys Corporation, the parent entity that does business in the United States and New York. Please note that Unisys has identified part of its response (Response to Question 7.0) as not subject to disclosure under New York State Public Officers Law, Article 6, Section 87; Freedom of Information Law (FOIL). The Questionnaire has been answered to the respondents' best knowledge, information and belief. Unisys encourages you to visit the Unisys Website, http://www.unisys.com and click on investors to review publicly available information about our Company, including annual reports, quarterly reports, SEC filings, and biographies of Unisys Officers.

Please note the following:

- **Question 1.9**
  Unisys is a publicly held company. Attached is a list of Corporate Officers of Unisys Corporation. Please see the attached (Schedule A).

- **Question 2.0**
  Please see the attached (Schedule B).

- **Question 3.0**
  Please see the attached (Schedule C).

- **Question 5.0**
  In March 2006, Unisys Corporation received a purported "Notice of Default" from the Chicago Public Schools (CPS) in relation to an outsourcing agreement. Unisys disputed this action believing this notice was without merit and wrongful. Work under the agreement ended and CPS paid Unisys under the agreement for work through March of 2006. Unisys remains a responsible contractor for the City of Chicago and continues to perform other agreements with the City.

- **Question 7.0-** To best of our information, the following is a listing of United States investigation-type matters involving Unisys in the past 5 years.

  - [redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

- **Question 7.2 –** [redacted]

- **Question** 10 – Please note that in accordance with New York State Public Officers Law, Article 6, Section 87; Freedom of Information Law (FOIL) Unisys has identified the response to question 7.0 above as information not subject to disclosure under FOIL.

Attachment to Vendor Responsibility Questionnaire
Schedule A

No individual named below beneficially owns more than one percent of the outstanding shares of Unisys common stock. All directors and officers as a group beneficially own 1.7% of the shares of Unisys common stock deemed outstanding.

DIRECTORS

J. P. Bolduc
James J. Duderstadt
Henry C. Duques
Matthew J. Espe
Denise K. Fletcher
Edwin A. Huston
Clayton M. Jones
Leslie F. Kenne
Theodore E. Martin
Joseph W. McGrath

OFFICERS

Joseph W. McGrath/President and Chief Executive Officer
Greg J. Baroni/Senior Vice President and President, Federal Systems
Patricia A. Bradford/Senior Vice President, Worldwide Human Resources
Randy J. Hendricks/Senior Vice President and President,
Global Outsourcing and Infrastructure Services
Janet Brutschea Haugen/Senior Vice President and Chief Financial Officer
Brian T. Maloney/Senior Vice President and President, Global Industries
Nancy Straus Sundheim/ Senior Vice President, General Counsel and Secretary
Scott A. Battersby/ Vice President and Treasurer
Leo C. Daiuto/ Vice President
Jack F. McHale/Vice President, Investor Relations
Joseph M. Munnelly/Vice President and Corporate Controller
Blake H. Eisenhart/Chief Audit Executive
Mary Kay Gould/Assistant Secretary
Susan T. Keene/Assistant Secretary
Nancy L. Miller/Assistant Treasurer
Gary E. Purvey/Assistant Treasurer
Edward A. Sarkisian/Assistant Treasurer

The business address for all Directors and Officers is:
Township Line and Union Meeting Roads
Blue Bell, PA 19424

Attachment to Vendor Responsibility Questionnaire
Schedule B

SUBSIDIARIES OF THE REGISTRANT

Unisys Corporation, the registrant, a Delaware company, has no parent. The registrant has the following subsidiaries:

Name of Company	State or Other Jurisdiction Under the Laws of Which Organized
Unisys Deutschland G.m.b.H.	Germany
Unisys Brasil Ltda.	Brazil
Unisys France	France
Unisys Limited	United Kingdom
Unisys Nederland N.V.	Netherlands
Unisys Funding Corporation I	Delaware
Intelligent Processing Solutions Limited	United Kingdom
Unisys Insurance Services Ltd.	United Kingdom
Unisys Belgium	Belgium

The names of certain subsidiaries are omitted from the above list; such subsidiaries, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary.

Attachment to Vendor Responsibility Questionnaire
Schedule C

Current Contracts

Agency Name: **New York State Tax and Finance**

Contract Number: C400623

Contract Name: Information Technology Services

Contract Period: 12/06/06 to 12/05/09

Status of Contract: On-going

Contract Value: Consulting Services estimated value year to date $6.5 Million

Brief Description: A multi-year strategic project, code-named e-MPIRE (e-Managed Processes for an Integrated Revenue Enterprise), was initiated to develop an architecture designed to leverage the substantial assets hosted on IBM platforms while taking advantage of newer technologies to deliver data and functionality to internal business users, external agency partners and the citizens of New York State. The infrastructure and core applications had to be developed and delivered without disrupting the Department operations and the $67 billion revenue stream supported by those operations.

This is a department-wide, complex project using a multi-tiered service oriented architecture (SOA) and requires expertise at many levels. Since 2003, the Department has relied on Unisys for systems integration, application development and consulting services to assist in fulfilling the vision of the eMPIRE project.

Agency Name: **New York State Office For Technology**

Contract Number: C000105

Contract Name: Datacenter hardware, software, maintenance and services

Contract Period: 5/25/05 to 03/31/12

Status of Contract: On-going

Contract Value: estimated value over $50 Million

Brief Description: Datacenter hardware, software, maintenance and services to support

Multiple NYS Agencies.

Agency Name: **New York State Office For Technology**

Contract Number: C000190

Contract Name: Operations Management Support Services

Contract Period: 6/27/07 to 6/26/09

Status of Contract: On-going

Contract Value: estimated value $30 Million

Brief Description: Services of a single vendor to provide technical support personnel, on an as needed basis, for the benefit of OFT. Consultants will be utilized for a variety of purposes, including, but not limited to: 1) supporting on-going projects as supervised and controlled by OFT staff; 2) supplementing OFT IT staff working on existing projects and system enhancements; and 3) providing operational support, responses to ad hoc requests, and routine maintenance for existing and new systems.

Agency Name: **New York State Office For Technology**

Contract Number: C000121

Contract Name: Microsoft Technical Support Specialist Services

Contract Period: 10/20/05 to 9/19/08

Status of Contract: On-going

Contract Value: estimated value $1.5 Million

Brief Description: The contract purpose is to obtain the services of several vendors to provide Microsoft experienced technical support personnel, on an as needed basis for engagements ranging from 2 to 36 months in length.

Agency Name: **New York State Office of General Services**

Contract Number: CMS1050 / PS61986

Contract Name: Consulting Services and Maintenance Support Services

Contract Period: 11/01/2005 - 10/31/2010

Status of Contract: On-going

Contract Value: estimated value $25 Million

Brief Description: This award includes a dual contract with Unisys Corporation to provide comprehensive service and maintenance for their installed and new customer base. It includes maintenance, consulting and other services for Unisys Corporation customers. This contract is for use by Unisys customers in State Agencies, Local Governments, authorities and all others authorized by law.

Agency Name: New York State Tax and Finance

Contract Number: C400418

Contract Name: Mainframe / Services / Support Contract

Contract Period: 12/01/07 to 4/30/2010

Status of Contract: Being renewed for Services only

Contract Value: Consulting Services estimated annual value $2.5 Million

Brief Description: Unisys Consulting Services to support the Department throughout the conversion from the Unisys platform to the Departments initiative named e-MPIRE (e-Managed Processes for an Integrated Revenue Enterprise).

A multi-year strategic project, e-MPIRE was initiated to develop an architecture designed to leverage the substantial assets hosted on IBM platforms while taking advantage of newer technologies to deliver data and functionality to internal business users, external agency partners and the citizens of New York State. The infrastructure and core applications had to be developed and delivered without disrupting the Department operations and the $67 billion revenue stream supported by those operations.

This is a department-wide, complex project using a multi-tiered service oriented architecture (SOA) and requires expertise at many levels. Since 2003, the Department has relied on Unisys for systems integration, application development and consulting services to assist in fulfilling the vision of the eMPIRE project.

Agency Name: New York State Office of General Services

Contract Number: PT62896

Contract Name: Unisys Printer Contract

Contract Period: 3/16/2007 - 12/9/2011

Status of Contract: On-going

Contract Value: Estimated annual value of: $4M

Brief Description: A negotiated contract for Unisys printer products including Printers, Multi-functional Products, Peripherals, Supplies, Accessories and Related Services.

Agency Name: New York State Office of General Services

Contract Number: PT00147

Contract Name: Commodity Contract

Contract Period: 01/01/1996 - 12/31/2007

Status of Contract: On-going

Contract Value: Estimated annual value of: $50 Million

Brief Description: This award includes a single contract with the Unisys Corporation to provide their full computer product line, including large systems and software, printers, storage products, and other accessories. This contract is for use by Unisys customers in State Agencies, Local Governments, authorities and all others authorized by law.

Agency Name: New York State Office of General Services

Contract Number: CMS664A

Contract Name: Backdrop IT Services

Contract Period: 02/02/1998 - 12/31/2010

Status of Contract: On-going

Contract Value: Estimated annual value of: $17 Million

Brief Description: This award includes a single contract with Unisys Corporation to provide various IT Services including Consulting, Systems Integration, Training, On-Going Services, Maintenance and Support. This contract is for use by Unisys customers in State Agencies, Local Governments, authorities and all others authorized by law.

Agency Name: New York State Office For Technology

Contract Number: C000156

Contract Name: Software Development and Administration Consultant Support

Contract Period: 1/26/2007 to 1/25/2010

Status of Contract: On-going

Contract Value: estimated value $2 Million

Brief Description: The contract purpose is to obtain the services of several vendors to provide experienced technical support personnel, on an as needed basis for engagements ranging from 2 to 36 months in length.

Agency Name: New York State Insurance Fund

Contract Number: C000364

Contract Name: Mainframe Computer Equipment, Software and Services

Contract Period: 11/01/2003 to 10/31/08

Status of Contract: On-going

Contract Value: estimated value $12 Million

Brief Description: Acquisition of New Hardware, Software, and Support Services.

Agency Name: New York State Office For Technology

Contract Number: CM00664

Contract Name: Enterprise Help Desk Services

Contract Period: 01/16/2002 to 01/16/08 (Projected end date after one year extension Is 01/16/09)

Status of Contract: On-going

Contract Value: estimated value $14 Million

Brief Description: Help Desk Support Services to NYS Agencies.

D&C DJA

Offerer Disclosure of Prior Non-Responsibility Determinations

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

UNISYS CORPORATION

Address: 11720 PLAZA AMERICA DRIVE
RESTON, VA 20190

Name and Title of Person Submitting this Form: C.A. SOLIBAKKE, CONTRACTS DIRECTOR, FED. SYS., CIVILIAN

Contract Procurement Number: _____ Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

(No) Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

(No) Yes

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MIS UNIT
MAR 31 2008
NYS DEPT. OF
CORRECTIONAL SERVICES

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate to the best of my knowledge and belief.

By: [signature] Date: 28 MARCH 2008
Signature

02/06 DCA-3

Instructions for Completing the DCA-3

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

OGS Design and Construction includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to the OGS Design and Construction unit conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by an offerer and will be required for any contract amendments over $15,000. This document must also accompany each Emergency Contract Bid Form.

UNISYS

Unisys Corporation
11720 Plaza America Drive
Reston, VA 20190

January 4, 2008

Ms. Sally Sherman
ITS Coordinator
NYS Department of Correctional Services
Management Information Services
1220 Washington Avenue Building #2
Albany, NY 12226

Subject: Request for Proposal Number DOCS RFP MIS ITS 07-001

Dear Ms Sherman:

The Unisys Team is pleased to have the opportunity to present our proposal for the New York State Department of Correctional Services Inmate Telephone System. NYS DOCS MIS should be assured your organizations will have the full and complete commitment from Unisys Corporation for a successful implementation and on-going support of the inmate telephone system project.

Unisys has successfully been partnering with New York State for over 30 years. Unisys has implemented and supports many of New York State's most critical and complex systems such as Office of Temporary and Disability Assistance public assistance applications, Division of Criminal Justice and New York State Police public safety applications. Unisys is committed to providing the same level of excellence to the NYS DOCS ITS

Our solution offering is developed using one of Unisys Corporation's most strategic programs—Outsourcing. Installing and maintaining highly available IT infrastructure is one of the services we do best. For NYS DOCS, we have leveraged the most advanced inmate telephony solution from Value Added Communications in combination with our world-class systems integration capabilities and ShawnTech Communications field support services.

Our long-term partnership with New York State, in conjunction with our proven approach and record of performance, demonstrates our ability and willingness to achieve results. Unisys is fully committed to working closely and cooperatively with NYS DOCS for the timely and successful implementation of the inmate telephone system project.

If I can be of any additional assistance to you, please contact me at [redacted] or [redacted] or Mr. William Dixon at [redacted] or [redacted]

Sincerely yours,

Catherine A. Solibakke
Contracts Director, Federal Systems, Civilian Group

UNISYS

Financial Proposal Cost Proposal Form

Prime Contractor Name: Unisys Corporation

Subcontractor Name(s): Value Added Communications, ShawnTech

(if applicable)

Authorized Signature:

Catherine A. Solibakke
Contracts Director, Federal Systems, Civilian Group

Instructions:

Complete the Financial Proposal Cost Form showing the costs for the Contract Services requested. The costs shall be considered to be inclusive of all travel, overhead, profit, and administrative expenses. The cost proposal form shall be submitted in a separate self-addressed stamped envelope in the event the Bidder is disqualified and the Cost Proposal is unopened and returned.

Vendor shall provide rates based on three decimal places (e.g. $0.000). Rates shall apply only from called party acceptance of a call until the call is terminated rounded to the **nearest** whole minute (calls lasting up to and including 29 seconds over a whole minute shall be rounded down, calls greater than or equal to 30 seconds over a whole minute shall be rounded up.) There shall be no charge for the time for prompts, rate information or other functions. There shall be no additional charges or fees added to the cost of a call.

Domestic Rate:

The rate proposed and charged by the vendor shall be a single per minute rate inclusive of all fees, taxes, connect charges or other costs for all calls within the continental United States, its territories and protectorates, and Canada. The rate shall be a single blended rate for pre-paid and collect calls.

Domestic	Total Cost per Minute
	$0.048

International Rates:

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

Storage Rate:

The vendor shall provide a proposed separate monthly charge to the DOCS for storing recorded calls for more than six (6) months. The rate shall be inclusive of all fees, taxes and charges.

Storage Rate	Cost per Month
	$0.00

UNISYS

Financial Proposal Cost Proposal Form

COUNTRY	RPM	COUNTRY	RPM	COUNTRY	RPM	COUNTRY	RPM	COUNTRY	RPM
Afghanistan	$ 11.238	Costa Rica	$ 0.301	Ireland	$ 0.084	Niger	$ 6.482	Togo, Republic	$ 1.898
Albania	$ 2.736	Croatia	$ 1.111	Israel	$ 0.173	Nigeria	$ 3.19[illegible]	Tonga Islands	$ 6.870
Algeria	$ 3.854	Cuba	$ 6.378	Italy	$ 0.084	Niue	$ 9.393	Trinidad & Tob	$ 0.528
Andorra	$ 1.974	Cyprus	$ 1.770	Ivory Coast	$ 5.67[illegible]	Norfolk Island	$ 9.393	Tunisia	$ 4.293
Angola	$ 10.338	Czech Republic	$ 0.311	Jamaica	$ 0.551	Norway	$ 0.163	Turkey	$ 0.176
Anguilla	$ 2.813	Denmark	$ 0.149	Japan	$ 0.140	Oman	$ 1.310	Turkmenistan	$ 5.860
Antarctica (Casey)	$ 9.374	Diego Garcia	$ 3.871	Jordan	$ 0.639	Pakistan	$ 0.834	Turks & Caicos	$ 3.032
Antarctica (Scott)	$ 7.312	Djibouti, Republic o	$ 6.664	Kazakhstan	$ 5.860	Palau, Republic	$ 2.253	Tuvalu	$ 12.569
Antigua	$ 2.792	Dominica	$ 3.273	Kenya	$ 0.796	Panama	$ 0.130	Uganda	$ 4.511
Argentina	$ 0.182	Dominican Republi	$ 0.256	Kiribati	$ 10.326	Papua New Gu	$ 3.091	Ukraine	$ 5.860
Armenia	$ 7.191	Ecuador	$ 0.637	Korea, North	$ 11.855	Paraguay	$ 0.602	United Arab Em	$ 3.275
Aruba	$ 2.329	Egypt	$ 1.180	Korea, South	$ 0.176	Peru	$ 0.249	United Kingdom	$ 0.061
Ascension Island	$ 9.768	El Salvador	$ 0.461	Kuwait	$ 2.800	Philippines	$ 0.396	Uruguay	$ 1.060
Australia	$ 0.030	Equatorial Guinea	$ 9.399	Kyrgyzstan	$ 5.860	Poland	$ 0.293	Uzbekistan	$ 5.860
Austria	$ 2.041	Eritrea	$ 5.197	Laos	$ 12.157	Portugal	$ 0.180	Vanuatu, Repul	$ 9.393
Azerbaijan	$ 5.860	Estonia	$ 3.074	Latvia	$ 5.860	Qatar	$ 1.627	Vatican City	$ 2.901
Bahamas	$ 0.319	Ethiopia	$ 5.711	Lebanon	$ 0.804	Reunion Island	$ 5.658	Venezuela	$ 0.240
Bahrain	$ 3.975	Faeroe Islands	$ 2.575	Lesotho	$ 4.346	Romania	$ 0.587	Vietnam	$ 1.304
Bangladesh	$ 6.111	Falkland Islands	$ 7.58[illegible]	Liberia	$ 1.310	Russia	$ 0.382	Wallis & Futun	$ 8.163
Barbados	$ 0.584	Fiji Islands	$ 6.537	Libya	$ 5.207	Rwanda	$ 6.152	Yemen	$ 1.573
Belarus	$ 5.860	Finland	$ 2.282	Liechtenstein	$ 2.166	San Marino	$ 2.901	Zaire	$ 1.128
Belgium	$ 0.090	France	$ 0.080	Lithuania	$ 5.074	Sao Tome	$ 9.966	Zambia	$ 4.053
Belize	$ 4.328	French Antilles	$ 2.933	Luxembourg	$ 0.181	Saudi Arabia	$ 0.937	Zimbabwe	$ 3.960
Benin	$ 4.829	French Guiana	$ 4.113	Macao	$ 5.655	Senegal Republi	$ 3.886		
Bermuda	$ 0.317	French Polynesia	$ 6.190	Macedonia	$ 3.111	Seychelles Islan	$ 8.015		
Bhutan	$ 9.400	Gabon Republic	$ 4.040	Madagascar	$ 11.209	Sierra Leone	$ 6.255		
Bolivia	$ 0.279	Gambia	$ 3.703	Malawi	$ 4.196	Singapore	$ 0.182		
Bosnia Herzegovina	$ 4.111	Georgia	$ 5.860	Malaysia	$ 0.228	Slovakia	$ 2.902		
Botswana	$ 4.672	Germany	$ 0.087	Maldives	$ 8.811	Slovenia	$ 1.111		
Brazil	$ 0.123	Ghana	$ 0.832	Mali	$ 6.107	Solomon Island	$ 8.129		
British Virgin Islands	$ 3.326	Gibraltar	$ 3.640	Malta	$ 3.681	Somali Republic	$ 9.386		
Brunei	$ 3.573	Greece	$ 0.225	Marshall Islands	$ 5.843	South Africa, R	$ 0.336		
Bulgaria	$ 0.191	Greenland	$ 3.993	Mauritania	$ 7.118	Spain	$ 0.088		
Burkina Faso	$ 6.311	Grenada	$ 3.307	Mauritius	$ 7.291	Sri Lanka	$ 6.869		
Burma (Myanmar	$ 11.093	Guadeloupe	$ 3.152	Moldova	$ 5.860	St. Helena	$ 9.87[illegible]		
Burundi	$ 8.303	Guantanamo (USN	$ 5.[illegible]	Monaco	$ 1.9[illegible]	St. Kitts	$ 2.792		
Cambodia	$ 9.459	Guatemala	$ 0.590	Mongolia	$ 11.381	St. Lucia	$ 3.152		
Cameroon	$ 4.608	Guinea Bissau	$ 9.370	Montserrat	$ 2.932	St. Pierre & Mi	$ 2.166		
Cape Verde Islands	$ 5.3[illegible]	Guinea	$ 5.325	Morocco	$ 0.086	St. Vincent and	$ 3.319		
Cayman Islands	$ 0.390	Guyana	$ 4.676	Mozambique	$ 7.904	Sudan	$ 8.890		
Central African Rep.	$ 10.298	Haiti	$ 4.112	Namibia	$ 4.689	Suriname	$ 5.363		
Chad	$ 10.508	Honduras	$ 0.701	Nauru	$ 11.938	Swaziland	$ 4.310		
Chile	$ 0.110	Hong Kong	$ 0.079	Nepal	$ 6.505	Sweden	$ 0.088		
China	$ 0.111	Hungary	$ 0.352	Netherlands	$ 0.130	Switzerland	$ 0.109		
Christmas (Cocos) Islan	$ 9.5[illegible]	Ireland	$ 3.382	Netherlands Antilles	$ 0.086	Syrian Arab Rep	$ 6.906		
Colombia	$ 0.240	India	$ 0.207	Nevis	$ 2.792	Taiwan	$ 0.086		
Comoros	$ 10.180	Indonesia	$ 0.1[illegible]	New Caledonia	$ 5.567	Tajikistan	$ 5.860		
Congo	$ 6.831	Iran	$ 1.001	New Zealand	$ 0.094	Tanzania	$ 4.667		
Cook Islands	$ 10.768	Iraq	$ 6.488	Nicaragua	$ 0.749	Thailand	$ 0.511		

Figure 1: Unisys Proposed International Rates

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

BRIAN S. FISCHER
ACTING COMMISSIONER

RICHARD D. ROY
ASSOCIATE COMMISSIONER

September 22, 2009

Mr. Benjamin C. Locke, CPCM
Senior Contracts Manager
Federal Systems
UNISYS Corporation
11720 Plaza America Drive
Reston, Virginia 20190 4757

RE: Contract #C160988
Inmate Phone Home Program

Dear Mr. Locke:

Attached for your files is a signed copy of the Nondisclosure Agreement entered into by the New York State Department of Correctional Services and Unisys Corporation.

Please contact me at (518) 457-2540 with any questions regarding this attachment.

Sincerely,

Thomas J. Herzog
Assistant Commissioner
Management Information Services Unit

TJH/CAM/cm

Attachment

Disclosure of New York State Department of Correctional Services Information

THIS NONDISCLOSURE AGREEMENT is entered into as of September 17, 2009 by the New York State Department of Correctional Services ("DOCS") which is the party disclosing confidential information, and Unisys Corporation, which is the party receiving confidential information ("Recipient'), in order to protect the confidential information which is disclosed to the Recipient by DOCS.

NOW THERFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Recipient's representatives for receiving confidential information are: **Paul Nicandri, Fadi Zara, Roy Davis, Catherine Solibakke, Benjamin C. Locke, Seth Boyar, Torrey Wallace, David Kardis, Tina Williams, Kathy Tiernan, and Allen Coleman.** Recipient shall not disclose the confidential information to any of its employees other than those who have a need to review it and which employees are legally obligated to honor the confidentiality provisions herein.

2. The confidential information disclosed by DOCS under this Agreement is described as: Information relating to the operation and maintenance of the NYS DOCS inmate telephone system.

3. The Recipient shall keep the information confidential and shall use the confidential information only for the purpose of planning, designing, installing, and maintaining an inmate telephone system for the NYS DOCS.

The Recipient shall not make any copies of the confidential information except as necessary for its employees who are entitled to view it under Section 1 above. Any copies made shall be identified as belonging to DOCS and marked "confidential" or with a similar legend.

4. The Recipient shall, where applicable, protect the confidential information in a manner consistent with the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 Privacy and Security provisions and all other applicable regulations.

5. The Recipient shall comply with all Federal and State regulations intended to protect criminal history records as they apply to the confidential information.

6. The Recipient shall comply with all DOCS directives, policies, practices and procedures as they apply to the protection of the confidential information.

7. The Recipient shall, in the event of unauthorized disclosure of the confidential information, immediately notify DOCS, in writing, and fully comply with the requirements of the New York State Breach Notification Act.

8. To the extent permitted by law, the Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as the Recipient uses to protect its own confidential information of a like nature.

9. The Recipient shall have a duty to protect all confidential information which is disclosed to it, whether disclosed in writing, orally or in any other manner and which is identified as confidential at the time of disclosure. If the disclosure is in writing, it shall be marked "**confidential.**" If a disclosure is not in writing, DOCS shall provide Recipient with a written memorandum summarizing and designating such information as confidential within thirty (30) days of the disclosure.

10. This agreement controls information that is disclosed to Recipient between the effective date (the date of last signature) and October 1, 2014.

11. The Recipient's duties under paragraph 3,4,5,6 & 7 of this Agreement shall expire six (6) years after the information is received.

12. This Agreement imposes no obligation upon the Recipient with respect to confidential information which (a) was in the Recipient's possession before receipt by DOCS; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by DOCS to a third party without a duty of confidentiality on the third party; (e) is independently disclosed by the Recipient with DOCS' prior written approval; (f) is developed by the Recipient without reference to information disclosed hereunder.

13. DOCS warrants that it has the right to make the disclosure under this Agreement.

14. Neither party acquires any intellectual property under this Agreement.

15. Neither party has an obligation under this Agreement to purchase, sell or license any service or item from the other party.

16. The Recipient shall adhere to U.S. Export Administration laws and Regulations and shall not export or re-export technical data, information or products received from DOCS or the direct product of such technical data or information to any proscribed country listed in the U.S. Export Administration Regulations, unless properly authorized by the U.S. Government.

16. The parties do not intend that any agency or partnership be created between them by this Agreement.

17. All additions or modifications to this Agreement must be in writing and signed by both parties.

18. This Agreement is made under and shall be governed by the laws of the United States.

19. This Agreement may be terminated immediately by either party upon delivery of written notice of termination to the other party. Such termination shall not affect Recipient's duty with respect to confidential information disclosed prior to termination.

IN WITNESS WHEROF, the parties hereto have executed this Agreement as of the date first above written.

NYS Department of Correctional Services	Unisys Corporation (Please Specify Company)
By: Thomas J Herzog	By: Benjamin C Locke
Print Name: THOMAS J HERZOG	Print Name: Benjamin C. Locke
Title: ASSISTANT COMMISSIONER CFO	Title: Senior Contracts Manager
Date: 9/17/09	Date: September 17, 2009

Forward all executed copies of nondisclosure agreements to:

NYS Department of Correctional Services
Information Security Officer
Building 2
1220 Washington Ave
Albany, New York 12226-2050

New York State Department of Correctional Services - Management Information Services

NOTICE OF INTENT TO BID

REQUEST FOR PROPOSALS NUMBER: DOCS RFP MIS ITS 07-001	RFP TITLE: **NYS DOCS Inmate Telephone System**

IF YOU INTEND TO SUBMIT A PROPOSAL, you should:

a. Complete Section 2 and Section 3 of this form.
b. Return this form to the DOCS via email at DocsCallHome@docs.state.ny.us

IF YOU ARE NOT SUBMITTING A PROPOSAL, you should:

a. Complete Section 1 and Section 3 of this form.
b. Return this form to the DOCS via email at DocsCallHome@docs.state.ny.us
c. It is also requested that you indicate your reason for not submitting.

Section 1:

☐ We do not provide the requested service/technology/commodity. Please remove our firm from your mailing list.

☐ We are unable to bid at this time because:_____

☐ Please retain our firm on this list.

Section 2:

☒ We intend to submit a response to this Request for Proposals.

Pre-registration is required for attendance at the mandatory pre-bid conference.
List the individuals (4 maximum) who will attend the mandatory bidder's conference.

	Name	Company	Telephone
1	Paul Nicandri	Unisys	[redacted]
2	Keith Eismann	VACI	[redacted]
3	Tillman Mosely	ShawnTech	[redacted]
4	Ron Sautter	Unisys	[redacted]

Section 3: Designated Contact Person

Contact Name: Paul Nicandri Title: Program Manager

Name of Firm: Unisys FED ID. NO.: [redacted]

Address: 11720 Plaza America Drive, Tower III

City: Reston State: Virginia Zip Code: 20190

Telephone [redacted] E-Mail: [redacted]

Date: November 20, 2007

NYS Department of Correctional Services
Management Information Services
1220 Washington Avenue Building #2
Albany, NY 12226

New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law)

ST-220 (9/05)

For more information, see Publication 222, *Question and Answers Concerning Tax Law Section 5-a.*

Contractor name: UNISYS CORPORATION	*For covered agency use only* Contract number or description
Contractor's principal place of business: 11720 PLAZA AMERICA DR., RESTON, VA 20190 (City, State, ZIP code)	
Mailing address *(if different than above)*	
Contractor's federal employer identification number (EIN): [redacted]	Contractor's sales tax ID number (if different from contractor's EIN): [redacted]
Contractor's telephone number: (703) 439-5000	Covered agency: DEPARTMENT OF CORRECTIONS
	Estimated contract value over the full term of contract (but not including renewals) $

I, C.A. SOLIBAKKE *(name)*, hereby affirm, under penalty of perjury, that I am CONTRACTS DIRECTOR, FED SYS., CIVILIAN *(title)* of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and that to the best of my knowledge:

Part I. Contract not covered by section 5-a of the Tax Law

(Mark an X in the box if this statement is applicable. If you mark this box, you do not have to complete Parts II through V.)

☐ The requirements of section 5-a of the Tax Law do not apply to this contract *(provide a separate explanation and attach to this form).*

(If you did not mark the box next to the statement in Part I, mark an X next to the applicable statement in Parts II through IV and, if applicable, Part V.)

Part II. Contractor registration status

☒ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available, and is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor is listed on Schedule A of this certification.

☐ As of the date of this certification, the contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available.

Part III. Affiliate registration status

☐ As of the date of this certification, the contractor does not have any affiliates.

☐ The contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available, and each affiliate exceeding the $300,000 cumulative sales threshold during such periods is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such periods on Schedule A of this certification.

☒ The contractor has one or more affiliates and, as of the date of this certification, each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available.

Part IV. Subcontractor registration status

☐ As of the date of this certification, the contractor does not have any subcontractors.

☒ The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available. Each subcontractor informing the contractor that it has made sales in excess of the $300,000 cumulative sales threshold during such periods has further informed the contractor that it is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such periods on Schedule A of this certification.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available.

Part V. Subcontractor affiliate registration status

☒ The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has any affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the $300,000 cumulative sales threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor affiliate exceeding the $300,000 cumulative sales threshold during such periods on Schedule A of this certification.

☐ The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made and for which information is available.

Sworn to this 29 day of March, 2008

(signature)

CONTRACTS DIR., FED SYS. CIVILIAN
(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Virginia)
SS.:
COUNTY OF Fairfax

On the day 29 of March in the year 2008, before me personally appeared Catherine A Schibakke, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____,
Town of Ruston,
County of Fairfax,
State of Virginia; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ (If a corporation): _he is the CONTRACTS MANAGER of UNISYS CORPORATION, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of, _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Kisila M. Andarzese
Notary Public Ex. 1.31.2009
Registration No.
254379

Schedule A — Listing of persons exceeding $300,000 cumulative sales threshold

A Relationship to Contractor	B Name	C Address	D Federal EIN	E Sales Tax ID Number	F Proof of Registration
C	UNISYS CORPORATION	11720 PLAZA AM. DR.	[redacted]	[redacted]	[redacted]
		RESTON, VA 20190			
S	VAC CORPORATION	3801 E. PLANO PKWY	[redacted]		
		PLANO, TX			
S	SHAWNTEC	ONE ASET CENTRE	[redacted]		
		SUITE 102			
		DAYTON INTL. AIRPORT			
		VANDALIA, OH 45377			

Column A – Enter ***C*** in column A if the contractor; do not complete columns C, D, and E. Enter ***A*** if an affiliate of the contractor; ***S*** if a subcontractor; or ***SA*** if an affiliate of a subcontractor, and complete columns B through F.

Column B – Name - If person is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State. If person is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If person has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of person's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the person or person's business, as applicable. If the person is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – Enter ***CA*** if a paper copy of the certificate of authority is attached; or ***RC*** if person is registered with the Tax Department (DTF) and has confirmed this status with DTF.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Instructions

General information

Section 5-a of the Tax Law requires contractors awarded contracts valued at more than $15,000 by state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors are registered to collect New York State and local sales and compensating use taxes. Contractors, affiliates, subcontractors and subcontractor affiliates must be registered if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which certification of registration is made and for which information is available. Certification of registration must be made before the contract can be approved by the Office of the State Comptroller, or other responsible party if OSC is not required to approve the contract. In addition, certification of registration must be made at specified intervals during the contract term.

For more detailed information regarding section 5-a of the Tax Law, see Publication 222, *Questions and Answers Concerning Tax Law Section 5-a*.

Meaning of terms used in section 5-a of the Tax Law

Contractor means a person awarded a contract.

Person includes an individual, partnership, limited liability company, society, association, joint-stock company, corporation, estate, receiver, trustee, assignee, referee and any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, and any combination of the foregoing.

Contract means an agreement between a contractor and a covered agency for the sale of commodities or services having a value in excess of $15,000.

Covered agency means New York State, any department, board, bureau, commission, division, office, council or agency of New York State, and a public authority or public benefit corporation.

Sale means any transfer of title or possession or both, exchange or barter, rental, lease or license to use or consume. For computer software, the term *sale* also includes the right to reproduce the software.

Commodities include either commodities as defined for New York procurement law purposes, or tangible personal property as defined for New York State and local sales and compensating use tax law purposes. For procurement law purposes, the term *commodities* means (other than with respect to contracts for State printing) material goods, supplies, products, construction items, or other standard articles of commerce other than technology which are the subject of any purchase or other exchange. For New York State and local sales and compensating use tax law purposes, the term *tangible personal property* means corporeal personal property of any nature having a material existence and perceptible to the human senses. Tangible personal property includes without limitation: 1) raw materials, such as wood, metal, rubber and minerals; (2) manufactured items, such as gasoline, oil, diesel motor fuel and kero-jet fuel, chemicals, jewelry, furniture, machinery and equipment, parts, tools, supplies, computers, clothing, motor vehicles, boats, yachts, appliances, lighting fixtures, building materials; (3) pre-written, off-the-shelf software; (4) artistic items, such as sketches, paintings, photographs, moving picture films, and recordings; (5) animals, trees, shrubs, plants, and seeds; (6) bottled water, soda, beer; (7) candy and confections; (8) cigarettes and tobacco products; (9) cosmetics and toiletries; (10) coins and other numismatic items, when purchased for purposes other than for use as a medium of exchange; (11) postage stamps, when purchased for purposes other than mailing; and (12) precious metals in the form of bullion, ingots, wafers and other forms. Tangible personal property does not include real property or intangible personal property.

Services include either services as defined for New York procurement law purposes, or taxable services as defined for New York State and local sales and compensating use tax law purposes. For procurement law purposes, the term *services* means (other than with respect to contracts for State printing) the performance of a task or tasks and may include a material good or a quantity of material goods, and which is the subject of a purchase or other exchange. For procurement law purposes, technology is a service. The term *services* for procurement law purposes does not apply to contracts for architectural, engineering or surveying services, or to contracts with not-for-profit organizations approved in accordance with Article 11-B of the State Finance Law. For New York State and local sales and compensating use tax law purposes, the term *taxable services* includes: 1) providing information by printed, mimeographed or multigraphed matter or by duplicating written or printed matter in any other manner, including the services of collecting, compiling, or analyzing information of any kind or nature and furnishing reports thereof to other persons; 2) processing, assembling, fabricating, printing, or imprinting tangible personal property furnished by a customer who did not purchase the tangible personal property for resale; 3) installing tangible personal property, or maintaining, servicing, or repairing tangible personal property that is not held for sale by the purchaser of the service; 4) storing tangible personal property that is not being held for sale, and the rental of safe deposit boxes or similar space; 5) maintaining, servicing or repairing real property, whether inside or outside buildings; 6) providing parking, garaging or storing for motor vehicles; 7) interior decorating and designing services; 8) protective and detective services; and 9) furnishing entertainment or information services by means of telephony or telegraphy.

Affiliate means a person which, through stock ownership or any other means, directly, indirectly or constructively controls another person, is controlled by another person, or is, along with another person, under the control of a common parent.

Subcontractor means a person providing commodities or performing services for a contractor or another subcontractor in fulfillment of a contract

Emergency means an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

Completing Form ST-220

Identification Information

Contractor name: Enter the exact legal name of the person who is contracting to provide commodities or services to a covered agency.

Contractor's principal place of business: Enter a street address, not a PO box number.

Mailing address: Enter the address where the contractor receives mail, if different than the principal place of business.

Covered agency: Enter the name of the covered agency awarding the contract.

Covered agency use only

Contract number or description: If the contract has been assigned a number by the covered agency, enter that number. If a number has not been assigned, provide a brief description of the nature of the contract.

Estimated contract value: Enter the estimated contract value for the full term of the contract, but excluding any renewal terms.

Certification statement

If the contractor is a corporation, the certification must be completed by the president, vice president, treasurer, assistant treasurer, chief accounting officer, or other officer authorized by the corporation. If the contractor is a partnership, the statement must be completed by a partner or person authorized by the partnership. If the contractor is a limited liability company, the statement must be completed by a member of the LLC and be authorized by the LLC.

The person signing this certification must also complete the *Individual, Corporation, Partnership, or LLC Acknowledgement* (see page 3) and have it notarized.

Part I – Contract not covered by section 5-a of the Tax Law

If the contract is not covered by section 5-a of the Tax Law, mark an ***X*** in the box and attach a separate explanation as to why the contract is not covered. You do not have to complete Parts II through V. You must sign and have the certification acknowledged.

A contract would not be covered by section 5-a of the Tax Law if: 1) the covered agency began the procurement before January 1, 2005; 2) the procuring entity is not a *covered agency* within the meaning of section 5-a; 3) the contract does not have a value in excess of $15,000; 4) the contract is not for commodities or services as such terms are defined for purposes of section 5-a; or 5) the contract is sole source, and is necessary to address an emergency, ensure the provision of essential services, or ensure the public health, safety and welfare.

Parts II through V

If the contract is covered under section 5-a of the Tax Law, you must mark an ***X*** in one box in Part II through Part IV and, if applicable, Part V. You must also sign and have the certification acknowledged, and complete Schedule A, if required.

For purposes of calculating if the contractor, contractor affiliate, subcontractor or subcontractor affiliate must be reported, the $300,000 cumulative sales threshold includes all sales made by the entity to tax-exempt purchasers.

Schedule A

List the contractor, or an affiliate, subcontractor or subcontractor affiliate in Schedule A only if such person exceeded the more than $300,000 cumulative sales threshold during the specified periods.

In addition, for each person listed in the Schedule A, proof of registration with the Tax Department for New York State and local sales and compensating use tax purposes is required. Proof of registration may be provided by furnishing a copy of the person's *Certificate of Authority* (a document issued by the Tax Department authorizing a person to collect and pay over New York State and local sales and compensating use taxes), or, if the *Certificate of Authority* is not available, registration may be verified by calling the Tax Department's Business Tax Information Center at 1 800 972-1233.

Column A – Relationship to the contractor

The contractor should enter a ***C*** in column A. It is not necessary for the contractor to complete columns B through E since this information has been provided on page 1.

If the person listed in column B is an affiliate of the contractor, enter an ***A***; if a subcontractor, enter an ***S***; if an affiliate of a subcontractor, enter ***SA***.

Column B – Name

Enter the exact legal name as registered with the New York Department of State of each corporation or limited liability company. If the person is a partnership or sole proprietor, enter each partner's or the owner's given name. If the person uses a different name or DBA (doing business as), enter that name as well.

Column C – Address

Enter the street address of the person's principal place of business. Do not enter a PO box.

Column D – ID number

If the person listed in column B is an individual, enter the social security number of that person. Otherwise enter the employer identification number (EIN) assigned to the person.

Column E – Sales tax ID number

Enter the sales tax identification number, if different from the federal employer identification number.

Column F – Proof of registration

Enter ***CA*** and attach a copy of the *Certificate of Authority* for the person.

If the *Certificate of Authority* is not available and if the person is registered with the Department of Taxation and Finance and has verified this status with the DTF, enter ***RC***.

Return a signed and acknowledged original Form ST-220, and a copy, to the procuring covered agency.

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

ST-220-CA (6/06)

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help? on back*).

Contractor name: UNISYS CORPORATION	*For covered agency use only* Contract number or description
Contractor's principal place of business: 11720 PLAZA AMERICA DR. RESTON, VA 20190 (City, State, ZIP code)	
Contractor's mailing address *(if different than above)*	*Estimated contract value over the full term of contract (but not including renewals)* $
[redacted] umber (EIN) / Contractor's sales tax ID number *(if different from contractor's EIN)* [redacted]	
Contractor's telephone number: 703.439.5000 / Covered agency name: DEPT OF CORRECTIONS	
Covered agency address: 1220 WASHINGTON AVENUE, ALBANY, NY 12226	Covered agency telephone number: 518-457-2540

I, C.A. SOLIBAKKE *(name)*, hereby affirm, under penalty of perjury, that I am CONTRACTS DIR, FED SYS, CIV. *(title)* of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☒ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____ *(insert contract number or description)* and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this 29 day of MARCH, 2008

Solibakke *(sign before a notary public)*

CONTRACTS DIR, FED SYS. CIVILIAN *(title)*

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

RECEIVED
MIS UNIT
MAR 31 2008
NYS DEPT. OF
CORRECTIONAL SERVICES

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Virginia)
: SS.:
COUNTY OF Fairfax

On the 29 day of March in the year 2008, before me personally appeared Catherine D Schlabitz, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____,
Town of Reston,
County of Fairfax,
State of Virginia; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ (If a corporation): _he is the CONTRACTS MANAGER of UNISYS CORPORATION, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Kimberly M. Andarwal
Notary Public Ex. 1.31.2009

Registration No. 254379

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

Internet access: *www.nystax.gov* (for information, forms, and publications)

Fax-on-demand forms:	1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.	1 800 698-2931
To order forms and publications:	1 800 462-8100
From areas outside the U.S. and outside Canada:	(518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only):	1 800 634-2110

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

11720 Plaza America Drive
Tower III
Reston, VA 20190

UNISYS

February 28, 2008

Ms. Sally Sherman, ITS Coordinator
Department of Correctional Services
Management Information Services
1220 Washington Avenue Building #2
Albany, NY 12226

Subject: New York State Department of Corrections, RFP Inmate Telephone Service

Dear Ms. Sherman:

In response to your recent questions, provided below, Unisys offers the following information. Should you have any additional questions, we would be pleased to meet and discuss these and any other topics at your convenience.

Question 1: Please provide additional detail and resolution on all complaints, investigations, or punitive actions taken by Federal, state, or local governmental entities within the last 5 years. (FCC, SEC, DOL, DOD, BOP, OSHA, Justice, State or Federal OAG, etc.)

Answer 1: As previously noted, this information is not compiled nor tracked at any central point within the corporation Any such incidents are dealt with on a case by case basis by the respective business segment.

Please note, since our original proposal submission, we've conducted another internal review and a broad internet search of the available Better Business Bureau sites in order to be responsive regarding state and local governmental entities. No material complaints were found. Furthermore, with regard to the Federal business segment, we can assuredly state that no such action currently exists, nor has previously existed, that precludes our ability to satisfy the performance requirements as set forth in our response to the NYS RFP MIS ITS 07-001, Inmate Telephone System

Question 2: Specifically, please address FBI and other federal agencies investigations, relating to the Data Breach in 2007 dealing with Homeland Security Data. What steps have been taken to prevent reoccurrence? What actions has the company taken in the long term to increase security on data sources of the type in which our data might reside?

11720 Plaza America Drive
Tower III
Reston, VA 20190

Answer 2: Rep. Bennie Thompson (D-Miss.), chairman of the U.S. House of Representatives Committee on Homeland Security, and Rep. James Langevin (D-R.I.), chairman of the Subcommittee on Emerging Threats, Cybersecurity, Science and Technology, sent a letter Sept. 21 to the Inspector General of the Department of Homeland Security requesting an investigation into certain DHS security incidents.

Specifically, those incidents included the alleged hacking and exfiltration of information from department computers to a Web hosting service connected to a foreign government. The letter also questioned the performance of the DHS contractor providing security monitoring services. Both the *Washington Post* and the *Wall Street Journal* used the letter in articles appearing Sept. 24 and Sept. 25, respectively. Unisys understands that DHS's inspector general is conducting a review of the matter. To date Unisys has not been contacted by any investigative agency in regard to its contract performance. Unisys has assured the department that it will fully support any review or investigation. In response to the Sept. 24 *Washington Post* article, Unisys issued a response stating that is disputes allegations made in the *Washington Post* article. Unisys continues to provide security monitoring services to DHS, as well as timely response and mitigation support.

Additionally, as part of our proposal to NYS DOCS, Unisys submitted a *NYS DOCS ITS System Security Plan (SSP)* that describes the security steps, including specific processes and procedures that the Unisys Team will take to ensure that Unisys staff and subcontractors assigned to this project will maintain the confidentiality of all information and data. The SSP described the ITS system security for all data stored locally or in a central database. The SSP includes detailed information about how access to such sensitive information shall be governed by management, operational and technical security controls. We are confident that the SSP meets all NYS DOCS security policies, procedures, and requirements as well as NYS security policies including but not limited to the *NYS Office of Cyber Security and Critical Infrastructure Coordination (CSCIC) Information Security Policy*.

Question 3: Please provide the same information for all subcontractors or listed participants in our proposal.

Answer 3: Unisys understands that this request is applicable to the first question presented above. Other than what was previously disclosed in Section 12.4.3 of our proposal, our subcontractors Value Added Communications, Inc and ShawnTech Communications, Inc have not had any complaints from the listed agencies or inquiries from any federal, state, or local investigative agency within the past five years.

Thank you in advance for your consideration of our reply. We look forward to working with you and your team in support of the NYS DOC's Inmate Telephone System.

Truly yours,

Catherine A. Solibakke
Contracts Director, Federal Systems, Civilian

AC340C

STATE OF
NEW YORK

CONTRACT ENCUMBRANCE REQUEST

☒ Y Amendment/ Supplemental

Originating Agency Code 10160	Batch Number 116820	Batch Type TBV	Number of Documents 1	Net Amount 0

Originating Agency DEPT OF CORRECTIONAL SERVICES 10160	Contract No. C160988	Action Code C

Payee I.D. [redacted]	Additional	Contractor Type X	Zip Code 20190	Administering Agency

Payee Name (Limit to 30 spaces) UNISYS CORPORATION	Payee Name (Limit to 30 spaces)
Payee Address (Limit to 30 spaces) 11720 PLZ AMERICA DR	Payee Address (Limit to 30 spaces)

City (Limit to 20 spaces) RESTON	(Limit to 2 spaces)	State VA	Zip Code 20190

Interest Eligible (Y/N) Y	IRS Code	Stat. Type	Indicator - Statewide	Indicator - Department

Contract Amount .00	Contract Period	(MM) 01	(DD) 12	(YY) 10	(MM) 01	(DD) 11	(YY) 13

Bid Date (MM) (DD) (YY)	Renewal/Amendment Beginning Date (MM) 07	(DD) 07	(YY) 10

Description (Limit to 50 spaces)
INMATE PHONE HOME PROGRAM

CHANGE REASON:
AMEND EFFECTIVE DATES

Description (Limit to 50 spaces)
NO VALUE

Provisions (Limit to 63 spaces)

Preparer's Signature DENISE A. PATTON	Preparer's Phone No. 518-457-2127
Agency Finance Officer's Signature	Date 7/2/10

Audit Status	Category	Method of Award	Audit Class	Project Code

Bids Solicited	Number Rejected	Declined	No Reply	Route Code

Date Received	Audit Group	Date Approved	Date Rejected	Auditor's Initials

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

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

ACCOUNT	SUB	OBJECT

OSC COPY

AC 1552 (Rev. 4/03)

APPROVED DOCUMENT TRANSMITTAL

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
Bureau of Contracts, Floor 11-1
110 State Street
Albany, New York 12236

Date:_____

Agency Code 10160

Contract No.: C160988

Purchase Order_____

TO:

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

☐ Enclosed is an approved Amendment No./Change Order No._____ in the amount of

$_____

☐ Extension is approved to_____ Amount if applicable $_____.

☐ 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 $_____.

☒ ADJUSTED CONTRACT TERM

AC340

STATE OF NEW YORK

CONTRACT ENCUMBRANCE REQUEST

☐ Amendment/ Supplemental

Originating Agency Code	Batch Number	Batch Type	Number of Documents	Net Amount
10160	764760	TBV	1	0

Originating Agency	Contract No.	Action Code
DEPT OF CORRECTIONAL SERVICES 10160	C160988	A

Payee I.D.	Additional	Contractor Type	Zip Code	Administering Agency
[redacted]		X	20190	

Payee Name (Limit to 30 spaces)	Payee Name (Limit to 30 spaces)
UNISYS CORP	

Payee Address (Limit to 30 spaces)	Payee Address (Limit to 30 spaces)
11720 PLZ AMERICA DR	

City (Limit to 20 spaces)	(Limit to 2 spaces)	State	Zip Code
RESTON		VA	20190

Interest Eligible (Y/N)	IRS Code	Stat. Type	Indicator - Statewide	Indicator - Department
Y				

Contract Amount	Contract Period (MM) (DD) (YY)	(MM) (DD) (YY)
.00	04 01 08	03 31 11

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

Description (Limit to 50 spaces)
INMATE PHONE HOME PROGRAM

Description (Limit to 50 spaces)
NO VALUE

Provisions (Limit to 63 spaces)

Preparer's Signature	Preparer's Phone No.
DENISE A. PATTON	518-457-2127

Agency Finance Officer's Signature: Denise A. Patton Date: 3/31/08

Audit Status	Category	Method of Award	Audit Class	Project Code

Bids Solicited	Number Rejected	Declined	No Reply	Route Code

Date Received	Audit Group	Date Approved	Date Rejected	Auditor's Initials

PO / Contract	Line	Act	Amount		Dept.	Cost Center	Var.	Yr.	Object
C160988	001	A		00	10	160240		07	55400

	ACCOUNT	SUB	OBJECT
REQUEST 160988C	07000024	01	55400

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

OSC COPY

CONTRACT AMENDMENT AGREEMENT
C160988
NYS DEPARTMENT OF CORRECTIONAL SERVICES
AND
UNISYS CORPORATION

The Department of Correctional Services is seeking to amend the Inmate Phone Home Program Contract, C160988.

- At the request of Unisys Corporation, the Department of Correctional Services (DOCS) agrees to change the contract period

From:

Base Year:	**April 1, 2008 – March 31, 2011**
Option Year 1:	**April 1, 2011 – March 31, 2012**
Option Year 2:	**April 1, 2012 – March 31, 2013**

To:

Base Year:	**January 12, 2010 – January 11, 2013**
Option Year 1:	**January 12, 2013 – January 11, 2014**
Option Year 2:	**January 12, 2014 – January 11, 2015**

- All other terms and conditions of the original agreement remain the same.

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

CONTRACTOR

UNISYS CORPORATION

By: Benjamin C Locke

BENJAMIN C. LOCKE
Printed Name

Title: SENIOR CONTRACTS MANAGER

Date: JULY 7, 2010

Contractor Certification:
"In addition to the acceptance of this contract amendment, I also certify that all information provided to the State agency with respect to Executive Order 127 is complete, true and accurate."

STATE AGENCY

Department of Correctional Services

Bruce A. Johnson

Title: Chief Fiscal Officer

Date:

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 and that the contractor is determined to be Responsible as that term is utilized in Executive Order No. 127, and as defined and utilized in The State Finance Law §163(3)(a)(ii), (4)(d) and (9)(f)."

CORPORATE ACKNOWLEDGMENT

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

On the 7 day of JULY, 2010, before me personally appeared, BENJAMIN C. LOCKE to me known, who being by me duly sworn, did depose and say that he/she resides at FAIRFAX COUNTY, VA, that he/she is the SENIOR CONTRACTS MANAGER of the corporation described herein which executed the foregoing instrument and certification; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

(Notary)

JOHN BARRANTES
NOTARY PUBLIC
REG # 7240522
COMMISSION EXPIRES 10/31/2012
COMMONWEALTH OF VIRGINIA

ATTORNEY GENERAL

Title:

Date:

STATE COMPTROLLER

Title:

Date:

Unisys Corporation
Tower III
11720 Plaza America Dr
Reston VA 20190

703 439 5000

UNISYS

May 28, 2010

Mr. Thomas J. Herzog
Assistant Commissioner
Management Information Services Unit
State of New York
Department of Correctional Services
1220 Washington Avenue, Building 2
State Office Building Campus
Albany, NY 12226-2050

Dear Mr. Herzog:

I am writing to request a modification to the NYS DOCS Inmate Telephone System (ITS) Contract with Unisys Corporation. As you know, the extensive and continual protest of the award by Global Tel Link resulted in the delay of the deployment of our system from April 2008 to January 2010. Accordingly, Unisys is requesting that the period of performance for the contract be amended to the following:

- Base contact: January 12, 2010 – January 11, 2013
- Option Year 1: January 12, 2013 – January 11, 2014
- Option Year 2: January 12, 2014 – January 11, 2015

The start date of the proposed base contract reflects the first installation of the Unisys ITS at the Hudson correctional facility. In advance, thanks you very much for your consideration of this issue. Please let me know if you have any questions. I can be reached at Benjamin.Locke@Unisys.com or at (703) 439-5270.

Sincerely yours,

Benjamin C. Locke
Senior Contracts Manager

cc: Paul Nicandri

CONTRACT AMENDMENT AGREEMENT
C160988
NYS DEPARTMENT OF CORRECTIONAL SERVICES
AND
UNISYS CORPORATION

The Department of Correctional Services is seeking to amend the Inmate Phone Home Program Contract, C160988.

- At the request of Unisys Corporation, the Department of Correctional Services (DOCS) agrees to change the contract period

From:

Base Year:	**April 1, 2008 – March 31, 2011**
Option Year 1:	**April 1, 2011 – March 31, 2012**
Option Year 2:	**April 1, 2012 – March 31, 2013**

To:

Base Year:	**January 12, 2010 – January 11, 2013**
Option Year 1:	**January 12, 2013 – January 11, 2014**
Option Year 2:	**January 12, 2014 – January 11, 2015**

- All other terms and conditions of the original agreement remain the same.

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

CONTRACTOR

UNISYS CORPORATION

By: Benjamin C Locke

BENJAMIN C LOCKE
Printed Name

Title: SENIOR CONTRACTS MANAGER

Date: _____

Contractor Certification:
"In addition to the acceptance of this contract amendment, I also certify that all information provided to the State agency with respect to Executive Order 127 is complete, true and accurate."

STATE AGENCY

Department of Correctional Services

Bruce A. Johnson

Title: Chief Fiscal Officer

Date: 7/15/10

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 and that the contractor is determined to be Responsible as that term is utilized in Executive Order No. 127, and as defined and utilized in The State Finance Law §163(3)(a)(ii), (4)(d) and (9)(f)."

CORPORATE ACKNOWLEDGMENT

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

On the 7 day of JULY, 2010, before me personally appeared, BENJAMIN C. LOCKE to me known, who being by me duly sworn, did depose and say that he/she resides at FAIRFAX COUNTY, VA, that he/she is the SENIOR CONTRACTS MANAGER of the corporation described herein which executed the foregoing instrument and certification; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

(Notary)

JOHN BARRANTES
NOTARY PUBLIC
REG # 7240522
COMMISSION EXPIRES
COMMONWEALTH OF VIRGINIA

STATE OF NEW YORK
DEPARTMENT OF CORRECTIONAL SERVICES
THE HARRIMAN STATE CAMPUS – BUILDING 2
1220 WASHINGTON AVENUE
ALBANY, N.Y. 12226-2050

BRIAN FISCHER
COMMISSIONER

RICHARD D. ROY
DEPUTY COMMISSIONER

June 30, 2010

Benjamin C. Locke
Senior Contracts Manager
Unisys Corporation
Tower 111
11720 Plaza America Drive
Reston, Virginia 20190

RE: Contract #C160988
Inmate Phone Home Program
Contract Period: 4/1/08-3/31/11

Dear Mr. Locke:

Referencing your letter of May 28, 2010, attached for processing is a Contract Amendment changing the terms of the contract period by and between The New York State Department of Correctional Services and Unisys Corporation for the above noted Contract. The justification to amend the contract period, as stated in your May 28, 2010, letter, will be attached and become part of the required documentation submitted to the appropriate oversight agencies.

All other terms and conditions of the original agreement remain in force, including Appendix A, Standard Clauses for New York State Contracts.

If the terms of this contract extension are acceptable to Unisys Corporation, indicate agreement by an original notarized signature in the space provided on the corporate acknowledgement document attached to this letter. Please return this signed letter and four (4) original signed and notarized corporate acknowledgement documents soon as possible.

Questions regarding the contract amendment should be directed to me at (518) 457-2540.

Sincerely,

Thomas J. Herzog
Assistant Commissioner
Management Information Services

Attachments
TJH:MLK:db

cc: Bruce Johnson, Chief Fiscal Officer