



Purchase Order

CHANGE ORDER

Dispatch via E-Mail

Purchase Order 1319073400	Date 03/10/2022	Revision 1 - 05/18/2022	Page 1
Payment Terms 45 Days	Freight Terms Free on board at Destination		Ship Via Common
Buyer Nancy McFarland	Phone/Email		Currency USD

Department of Corrections

Department of Corrections
3400 N. Martin Luther King Ave
Oklahoma City OK 73111-4298

Supplier: 0000494945
SECURUS TECHNOLOGIES INC
4000 INTERNATIONAL PKWY
CARROLLTON TX 75007

Ship To: See Detail Below
Bill To: Department of Corrections
Business Services - Administration
PO Box 11400
Oklahoma City OK 731360400

Tax Exempt? Y **Tax Exempt ID:** 736017987

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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1-	1	83110000 /	1.0000	EA	0.0100	0.01	03/10/2022
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Inmate Communications System
Ship To: 09047
OMES - CENTRAL PURCHASING DIVISION
FRATES BUILDING
5005 N. LINCOLN BLVD., SUITE 300
OKLAHOMA CITY OK 73105

2-	1	83110000 /	1.0000	EA	0.0100	0.01	05/18/2022
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Inmate Communications System
Ship To: 13199
Department of Corrections
Multiple Locations
See Below

Second amendment to amend the pricing in Attachment B2 and several Value-Added Plans identified in Attachment G. Securus also agrees to activate Securus Word Alert and other plan changes as specified in the amendment.

Total PO Amount

0.02

COMMENTS:
REFERENCE:
REQUISITION: 1310019316
RFQ: 13100004219
EXECUTED CONTRACT

AWARD: FEBRUARY 24, 2020

VENDOR CONTACT:

Authorized Signature



Purchase Order

Department of Corrections
 Department of Corrections
 3400 N. Martin Luther King Ave
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Purchase Order	Date	Revision	Page
1319073400	03/10/2022	1 - 05/18/2022	2
Payment Terms	Freight Terms		Ship Via
45 Days	Free on board at Destination		Common
Buyer	Phone/Email		Currency
Nancy McFarland			USD

Ship To: See Detail Below

Bill To: Department of Corrections
 Business Services - Administration
 PO Box 11400
 Oklahoma City OK 731360400

Line-Sch	Cat CD / Item Id	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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STEVEN CADWELL: SCADWELL@SECURUSTECHNOLOGIES.COM

CONTRACT PERIOD: BASE YEAR 02/24/2020 THROUGH 02/23/2021

NINE ANNUAL OPTIONS TO RENEW :

- OPTION #1 - 02/24/2021 THROUGH 02/23/2022
- OPTION #2 - 02/24/2022 THROUGH 02/23/2023
- OPTION #3 - 02/24/2023 THROUGH 02/23/2024
- OPTION #4 - 02/24/2024 THROUGH 02/23/2025
- OPTION #5 - 02/24/2025 THROUGH 02/23/2026
- OPTION #6 - 02/24/2026 THROUGH 02/24/2027
- OPTION #7 - 02/24/2027 THROUGH 02/24/2028
- OPTION #8 - 02/24/2028 THROUGH 02/24/2029
- OPTION #9 - 02/24/2029 THROUGH 02/24/2030

Signed Purchase order. Change Order Request: Revenue Based Contract. In reference to PO number 1319070140, add line 2 to exercise first renewal of contract. Contract Period: 02/24/2021 - 02/23/2022. This will also replace ePro 1310020479 that was submitted and approved prior to 02/24/2021, but is unable to be sourced to PO due to unknown error. RPogue 03/09/2021. This purchase order was done on 3/17/2021. R.M.T. 3/17/2021

3/10/2022 N. McFarland - Created new PO 1319073400 to replace PO 1319070140 which was inadvertently closed. Copied new PO from old one - removed closed line. Attached REQ 1310020842.

Change Order Request: Revenue Based Contract. In reference to PO number 1319073400. Add line 2 for second amendment to amend the pricing in Attachment B2 and several Value-Added Plans identified in Attachment G. Securus also agrees to activate Securus Word Alert and other plan changes as specified in the amendment. RPogue 05/12/2022.

Change Order #1 - Epro REQ 1310021001;CP10 provided. N.M.

Authorized Signature



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OKLAHOMA CITY OK 73105

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Tax Exempt? Y **Tax Exempt ID:** 736017987

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Total PO Amount

COMMENTS:
REFERENCE:
REQUISITION: 1310019316
RFQ: 13100004219
EXECUTED CONTRACT

AWARD: FEBRUARY 24, 2020

VENDOR CONTACT:
STEVEN CADWELL: SCADWELL@SECURUSTECHNOLOGIES.COM

CONTRACT PERIOD: BASE YEAR 02/24/2020 THROUGH 02/23/2021

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Purchase Order 1319070140	Date 02/24/2020	Revision 1 - 03/17/2021	Page 1
Payment Terms 0 Days	Freight Terms Free on board at Destination		Ship Via Common
Buyer Rickey M. Thomas (090)	Phone/Email 405/522-8160		Currency USD

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5005 N. LINCOLN BLVD., SUITE 300
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2- 1	83110000 /	Inmate Communications System	12.0000	MO	44,215.5500	530,586.60	02/24/2021

Second year of contract. Contract period: 02/24/2021 - 02/23/2022.

This is for ODOC's share of the cost of the "free COVID calls" for inmates. The estimated monthly cost for ODOC's share of the COVID calls is \$44,215.55 a month.

Total PO Amount 530,586.61

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EXECUTED CONTRACT

AWARD: FEBRUARY 24, 2020

VENDOR CONTACT:
STEVEN CADWELL: SCADWELL@SECURUSTECHNOLOGIES.COM

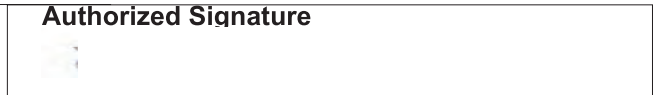
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Buyer	Phone/Email	Currency	
Rickey M. Thomas (090)	405/522-8160	USD	

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Signature on file



State of Oklahoma Department of Corrections

OKLAHOMA DEPARTMENT OF CORRECTIONS INMATE COMMUNICATION SOLUTIONS

AND

SECURUS TECHNOLOGIES, INC.

THIS CONTRACT (“Contract”) is entered into effective as of February 24, 2020 (the “Effective Date”), by and between the State of Oklahoma Department of Corrections (“ODOC”) and Securus Technologies, Inc. (“Securus”). Each entity is sometimes individually referred to herein as a “Party” and both entities sometimes collectively referred to herein as the “Parties.” For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereto hereby agree as follows:

1. **Services:** Securus shall provide to ODOC the services more particularly described herein and in the Contract Documents.
2. **Term:** The Initial Term of this Contract shall be for a period of one (1) year from Effective Date unless renewed, extended or terminated in accordance with the Contract. By mutual consent of the Parties hereto, it is intended that there shall be nine (9) annual options to renew, subject to the terms and conditions set forth herein.
3. **Contract Documents:** Both parties agree that the Agreement submitted by Securus in response to Section E.7.2.5. of the Solicitation is not applicable, and therefore, is not part of and does not govern the Contract. The following documents are attached hereto and shall be binding upon both parties and constitute the Contract Documents:

Request for Proposal/Solicitation document 1310004219
Amendment of Solicitation, No. 14
Securus RFP 131004219 - Clarification
Attachment A - RFP Cover Page and Declaration
Attachment B - Pricing
Attachment B2
Attachment E - Level of Expertise Plan
Attachment F - Risk Assessment Plan
Attachment G - Value Added Plan
Attachment K - Expectations
Appendix 1 - Securus Proposed Detailed Scope Description
Appendix 2 – Service Response Times
Appendix 3 - Criminal Justice Information Service (CJIS) Requirements

4. **Additional Terms and Conditions:** This Contract shall include the following additional terms and conditions which shall control over any inconsistent terms and conditions of the Contract or Contract document:
- A. ODOC is the designated owner of all recorded inmate communications and emails generated by Securus services associated with the inmate communications solutions. ODOC shall approve all access to that data. Securus shall not have ownership of ODOC data at any time. Securus shall comply with privacy policies established by ODOC as well as state and federal privacy laws. Securus agrees to assist ODOC with any request for ODOC data as initiated by ODOC.
 - B. Transaction and detail records for all inmate communications solutions, including all attempted and completed calls and visits, shall be stored online for the life of the Contract, including any and all renewal terms and offline for a minimum period of seven (7) years following the expiration or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out the action are resolved, or until the end of the seven (7) year retention period, whichever is later. Said storage shall be at no cost to ODOC.
 - C. All recorded communications (except video recordings) and emails provided by Securus services shall be stored online for the life of the Contract, including any and all renewal terms and offline for a minimum period of three (3) years following the expiration completion or termination of the Contract at no cost to ODOC. Video visitation recordings will be stored for 30 days at no cost to the ODOC.
 - D. At the end of the Contract, Securus shall provide all recorded communications and emails provided by Securus services to ODOC in any available form or format available to Securus so that it can be converted for use with any subsequent system ODOC may choose to utilize. Securus agrees that it shall cooperate to this end with any subsequent vendor of ODOC, in a timely and efficient manner, for the transfer and conversion of data owned by ODOC under the Contract.
 - E. Securus' code, data, and systems are hosted and transferrable. In the event Securus were to go out of business, be purchased by another entity, or if its Contract with ODOC ends, Securus would ensure an orderly transition of its data, applications, and systems to a successor provider. As a telecommunications provider, Securus has an obligation to ensure continuity of service, regardless of financial status
 - F. Securus Friends and Family Call Center: Securus shall provide an in-sourced, US-based call center (Securus Friends and Family Call Center, SFFCC) to provide customer service to friends and family members of inmates. Securus

shall make live agent support available to friends and family members seven days a week, 24 hours a day, and 365 days a year. Securus shall provide a toll-free number (1-800-844-6591) to either speak to a live agent or use an intuitive, automated interactive voice response system to help them with their needs. Securus will offer personal account access via a website (www.securustechnologies.com) and online “chat” 24 hours a day, seven days a week. Securus shall offer two forms of direct billing as an option to end user customers: (i) A Direct-billed account allows collect calls to be billed monthly from Securus Correctional Billing Services. The called party creating the account will be subject to a credit check (as allowed by state regulations) to create a Direct Billed account; and (ii) An AdvanceConnect™ prepaid account allows the inmate’s friend or family to fund an account in advance and manage how much money they would like to spend on collect calls. If the inmate’s friend or family member wishes to receive more calls, he or she may simply add more funds. Securus will offer friends and family members of inmates a wide variety of options to set up and fund prepaid accounts:

- Call SFFCC and speak with a live operator
- Use our automated interactive voice response system
- Use our mobile-friendly website
- Fund accounts by mail
- Visit one of more than 35,000 MoneyGram locations such as Walmart and CVS Pharmacy
- Visit one of more than 58,000 Western Union locations.

G. Securus Maintenance and Technical Support Services: Securus shall provide its Technical Support Center (TSC) as a single point of contact for ODOC to request service 24 hours a day, seven days a week, 365 days per year. ODOC may contact the TSC as follows:

- Telephone: 866-558-2323
- E-Mail: technicalsupport@securustech.net
- Fax: 800-368-3168

Securus shall utilize the response times and service level agreements provided herein. TSC retains ownership of all service requests and is responsible for the escalation and update functions.

Securus provides superior customer service from a state-of-the-art operations center located in Carrollton, Texas. More than 50 technicians staff the Securus Technical Support Center (TSC) to ensure prompt problem resolution. The average tenure of our technicians is 8 years and the average tenure for our technical support management is 10 years.

The TSC uses a call distribution system to manage the flow of inbound customer calls automatically routing calls directly to our support technicians in a skills-based, platform specific manner. Securus establishes response times

and service level agreements that accomplish our objective of providing timely resolution to each request.

Technicians assign each service request one of three initial priority levels, each with resolution and escalation timelines. Every effort is made to resolve the problem remotely within the designated timeframes, and Securus resolves most service requests during the initial request. If necessary, a field service technician is dispatched to the facility to expedite resolution.

The TSC uses an event tracking system that logs, tracks, manages and assures appropriate response to all service requests. The service request generates a trouble ticket with priority level assignment that drives diagnosis and response processes. The support technician performs initial problem diagnosis and isolation procedures, determines the nature of the problem and either resolves the problem or engages an appropriate party for problem resolution. The TSC retains ownership of all service requests and is responsible for the escalation and update functions.

- H. Service Level Agreement (SLA): Securus will provide the Service Response Times and Escalations defined in Appendix 2. Parties will work in good faith to evaluate & modify SLA's as needed.
- I. Securus agrees to comply with Criminal Justice Information Services (CJIS) requirements as defined in Appendix 3.
- J. Securus shall be responsible for all Payment Card Industry (PCI) compliance as is relates to this contract.
- K. Prior to the implementation of a solution, a statement of work will be approved by both Securus and ODOC that confirms the deliverables, timeframes, and expected outcomes.
- L. ODOC written approval shall be required prior to implementation of any Self-Service application that is not otherwise included in Attachment B2 or the approved statement of work.
- M. Solutions provided shall not include open workstations.

5. Exception to Solicitation Terms and Conditions:

Both parties have agreed to incorporate the following exception to language contained in the original solicitation. Provisions A.45.6. and A.45.7. of the General Provisions section of the solicitation shall be replaced in their entirety with the following language:

The services Securus will be providing the State as a result of this solicitation will be hosted web-based services as opposed to "works for hire" for which the above-provision are designed. Accordingly, the System, the Applications, and related records, data, and information (excepting recorded communications and, if

applicable, e-mails, for which the State will have ownership) must at all times remain Securus sole and exclusive property unless prohibited by law, in which event, the State will have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of the Agreement resulting from the solicitation and as required to comply with all applicable retention and public records laws, the Securus will provide the State with reasonable access to the records, including providing copies of such records which the State may keep once provided. Securus (or its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of the Secures and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent. Notwithstanding the forgoing, to the extent the State requests Securus provide it with a customized report concerning the services provided to the State, the State shall become the exclusive owner of such report (including retaining all copyright and proprietary rights relating to the copy) once such report is provided to the State.

IN WITNESS WHEREOF, the Parties have executed this Contract through the duly authorized representative of each Party.

By: _____ Signature on File

Name: _____ *UL*

Entity: Securus Technologies, Inc.

Title: _____

Date: _____

By: _____ Signature on File

Name: Scott Crow

Entity: Oklahoma Department of Corrections

Title: Director

Date: _____

By: _____ Signature on File

Name: James L. Reese, II

Entity: State of Oklahoma

Title: Chief Information Officer

Date: _____



Solicitation Cover Page

1. Solicitation #: 1310004219

2. Solicitation Issue Date: 10-05-2018
(Rev)

3. Brief Description of Requirement:

The State of Oklahoma (State), Office of Management and Enterprise Services (OMES), on behalf of the Oklahoma Department of Corrections (DOC), is accepting Bids from qualified bidders for to deliver and maintain turnkey technology solutions that provide inmates and staff easy accessibility to a variety of communication, intelligence, investigative, educational, informational, and correctional management tools and resources. The services provided by the awarded supplier will, in some instances, replace or supplement existing systems or services, and in other instances will be entirely new to ODOC. The existing systems utilized within ODOC that may be replaced or supplemented include Inmate Telephone Services (ITS), Inmate Email Services, Trust Account Deposit Services, MP3 players with music download, and cell phone detection hardware.

4. Response Due Date¹: November 1, 2018

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address:	OMES / Central Purchasing
OR	5005 N Lincoln
Common Carrier Delivery Address:	Suite 300
	Oklahoma City, OK 73105

6. Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Contracting Officer:

Name: Lisa Bradley
 Phone: 405-522-4480
 Email: lisa.bradley@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



State of Oklahoma

Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** 1310004219

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

YES - Filing Number: _____

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title



**Certification for Competitive Bid
and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: 1310004219

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- the competitive bid attached herewith and contract, if awarded to said supplier;**
OR
 the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



**State of Oklahoma
Office of Management and Enterprise
Services
Information Services Division**

Solicitation

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A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this Solicitation.

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2.** "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.
- A.1.3.** "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.
- A.1.4.** "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.
- A.1.5.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.6.** "COTS" means software that is commercial off the shelf.
- A.1.7.** "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.
- A.1.8.** "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- A.1.9.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.10.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.11.** "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.14.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.
- A.1.15.** "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.
- A.1.16.** "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.
- A.1.17.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.
- A.1.18.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.
- A.1.19.** "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid to this Solicitation:

- A.2.1.** The Bidder certifies that the Bidder and its principals or participants:

- A.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
- A.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- A.2.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and
- A.2.1.4. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

A.2.2. Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

A.3. Bid Public Opening

Sealed Bids may be opened upon public request at the time and date specified herein as the Closing Date and Time.

A.4. Late Bid

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

A.5. Legal Contract

By submitting a Bid to this Solicitation:

- A.5.1.** Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.
- A.5.2.** The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.
- A.5.3.** Any Contract Document related to this Solicitation shall be legibly written or typed.
- A.5.4.** All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.6. Pricing

- A.6.1.** Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.
- A.6.2.** Bidders guarantee unit prices to be correct.
- A.6.3.** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.
- A.6.4.** All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

A.7. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

A.8. Pricing Requirements

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

A.9. Manufacturers' Name and Approved Equivalent

Unless otherwise specified in this Solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a **Information Technology Solicitation Package Version 18**

specification are for information and not intended to limit competition. Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). However, if a Bid is based on equivalent products, indicate on the Bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their Bid. Reference to literature submitted with a previous Bid shall not satisfy this provision. The Bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.10. Rejection of Offer

The State reserves the right to reject any Bids that do not comply with the requirements and specifications of this Solicitation. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this Solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids are listed in OAC 580:15-4-11

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this Solicitation.

A.11. Award of Contract

- A.11.1.** The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items, or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State of Oklahoma.
- A.11.2.** Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.
- A.11.3.** In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.11.4.** It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the State.

A.12. Contract Modification

- A.12.1.** The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.
- A.12.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

A.13. Delivery, Inspection and Acceptance

- A.13.1.** All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.
- A.13.2.** Supplier shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

A.14. Invoicing and Payment

- A.14.1.** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.
- A.14.2.** State Acquisitions are exempt from sales taxes and federal excise taxes.

- A.14.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.14.4. Payment terms will be net 45.
- A.14.5. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

A.15. Audit and Records Clause

- A.15.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.
- A.15.2. The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.16. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

A.17. Choice of Law and Venue

- A.17.1. Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.
- A.17.2. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

A.18. Termination for Cause

- A.18.1. The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.
- A.18.2. The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.
- A.18.3. If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.19. Termination for Convenience

- A.19.1. The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier

upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.

- A.19.2.** If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.20. Insurance

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
- e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.21. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a Bid to this Solicitation, the Bidder certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.23. Compliance with Applicable Laws

- A.23.1.** In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:
- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
 - b) If the payments pursuant to the Contract are expected to exceed \$100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
 - c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
 - d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;
 - e) For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
 - f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
 - g) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.23.2. The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3. The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

A.24. Gratuities

The rights of Supplier under the terms of this Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Interlocal Entity employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

A.25. Preclusion from Resulting Contracts

Any Bidder that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this Solicitation, either directly or indirectly, is precluded from being awarded the Contract and from securing a sub-contractor that has provided such services.

A.26. Mutual Responsibilities

The State and Supplier agree that:

A.26.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

A.26.2. This is a non-exclusive Contract and each party is free to enter into similar agreements with others.

A.26.3. Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.

A.26.4. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.27. Background Checks and Verifications

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State, State Entity or Interlocal Entity.

A.28. Confidentiality

A.28.1. The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

A.28.2. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

A.29. Unauthorized Obligations

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.30. Electronic and Information Technology Accessibility

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

A.31. Patents and Copyrights

- A.31.1.** Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.
- A.31.2.** If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
- A.31.3.** If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.
- A.31.4.** Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

A.32. Assignment

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.33. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.34. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

A.35. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

A.36. Conflict of Interest

- A.36.1.** Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.
- A.36.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

A.37. Limitation of Liability

To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.

A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- A.38.1.** In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.
- A.38.2.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.39. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

A.40. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

A.41. Agency Policies

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

A.42. Compliance with Technology Policies

The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at: www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.43. High Technology System Performance and Upgrades

- A.43.1.** If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.

A.43.2. Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.44. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this Contract at any time to allow for technologies not identified in this Contract. If there are repeated requests for an “emerging technology” and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue an Amendment to this Contract.

A.45. Ownership Rights

- A.45.1.** Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.2.** Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.
- A.45.3.** In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work Made for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.4.** Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.
- A.45.5.** If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.
- A.45.6.** It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier’s Utilities, the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- A.45.7.** Except for any Utilities, all work performed by the Supplier of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of State of Oklahoma.

A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Supplier shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the Supplier under the agreement with the agency;
- b) An assignment by the Supplier for the benefit of its creditors;

- c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- g) The ceasing of a Supplier of maintenance and support of the software; or
- h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

A.47. Right to Renegotiate

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

A.48. Used or New Products

Bidder shall offer new items of current design unless this Solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

A.49. Publicity

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.50. Mandatory and Non-Mandatory Terms

A.50.1. Whenever the terms "shall", "must", "will", or "is required" are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

A.50.2. Whenever the terms "can", "may", or "should" are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

A.51. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

A.52. OMES - ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES - ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES - ISD to acquire necessary hardware and software, and directs OMES - ISD to authorize the use of these assets by other State agencies. OMES - ISD, as the owner of information technology assets on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

A.53. Acceptance of Solicitation Content

Unless otherwise provided in Section One of the Bidder's response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation. Upon award of any contract to the successful Bidder, the contents of this Solicitation, as may be amended by the Bid, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

A.54. Special Provisions

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal and Extension Option

- B.1.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be nine (9) annual options to renew, subject to the terms and conditions set forth herein..
- B.1.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.1.4.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.
- B.1.5.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.1.6.** In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Obligations of Permitted Subcontractor

- B.2.1.** If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- B.2.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.3. Authorized Users

During the term of this contract, any State Entity, or Interlocal Entity, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for the State or Interlocal Entities actions and the privies of contract exist solely between the Supplier and the State or Interlocal Entity.

B.4. Manufacturer Accessibility VPAT Website

The Supplier may provide a URL link for a website maintained by the Supplier or product manufacturer which provides VPAT's for all products offered through the Contract.

B.5. Commercial Off-The-Shelf (Cots) Software

In the event that Supplier specifies terms and conditions or clauses in an electronic license agreement notice that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

B.6. Supplier Services

The State of Oklahoma shall not guarantee any minimum or maximum amount of the Supplier services that may be required under this Contract.

B.7. Special Security Provisions**Notice to Suppliers about Security**

Supplier's employees, agents, and representatives shall comply with all security and identification procedures at DOC facilities. DOC is responsible for alerting Supplier to these requirements prior to the commencement of work. Security requirements may include, but are not limited to:

- B.7.1.** Identification: All employees, agents, and representatives of the Supplier, while working on State property, shall carry or display acceptable identification.
- B.7.2.** Vehicle Security: Drivers must turn off vehicle motors and lock cab doors whenever their truck is unattended. Trucks shall be searched prior to entry and exit, causing up to a 30 minute delay each way.
- B.7.3.** Offender Contact: Suppliers employees, agents, and representatives shall minimize interaction with offenders or patients, and shall report any verbal contact to DOC facility security staff before leaving the site.
- B.7.4.** Subject to Search: All persons, vehicles, packages and equipment entering a DOC facility are subject to search. Persons are typically pat searched and required to clear metal detection devices. Packages, briefcases, purses, etc., searched with x-ray equipment. Drug K-9 may also be used to search persons, vehicles, packages, and equipment.
- B.7.5.** Contraband: Suppliers employees, agents, and representatives shall not have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed by facility to be potential contraband. Correctional officers can hold these items for delivery drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items shall not be returned and shall be reported to local law enforcement.
- B.7.6.** Security Clearance: Suppliers employees, agents, and representatives who enter secure facilities shall have prior approval to enter from facility security staff, generally involving a background check to ensure that they are not convicted felons. The Supplier shall submit background check requests a minimum of two weeks prior to arriving at the facility. At the facilities discretion, Supplier shall comply with any requests to reassign a Supplier employee, agent, or representative, whether or not the individual has passed the background check if it is determined by facility that there is a security concern.
- B.7.7.** Tobacco Use Prohibited: The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of DOC, including parking lots owned or under the control of DOC.

B.8. Prison Rape Elimination Act (28 C.F.R. § 115.17 and § 115.77)

Any sexual assault or sexual misconducted or attempted sexual assault or sexual misconduct between the Supplier, its employees, agents or representative and an offender is expressly forbidden. In addition, by accepting a contract with DOC, Supplier attests that no employee, agent or representative of the Supplier ho may have direct contact with DOC offenders while performing the requirements of this contract has: Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution (as defined in 42 U.S.C. 1997); Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or Been civilly or administratively adjudicated to have engaged in the activity described above. Any supplier who engages in sexual abuse will be prohibited from contact with offenders and will be reported to law enforcement agencies and to relevant licensing bodies. Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. DOC may also terminate the contract immediately when violations are found.

C. SOLICITATION SPECIFICATIONS

C.1. Summary and Background

The Oklahoma Department of Corrections (ODOC) currently operates 24 correctional facilities throughout the state of Oklahoma. Collectively, these facilities house approximately 20,000 inmates. Among the 24 ODOC facilities, the oldest was built in 1908 and only eight (8) were designed and built to house inmates.

The core mission of the ODOC is to protect the public and increase public safety, promote a safe working environment for the staff and to encourage positive change in offender behavior by promoting successful reentry and rehabilitation programs. The Office of Management and Enterprise Services (OMES) on behalf of the ODOC, is issuing a solicitation for a supplier to deliver and maintain turnkey technology solutions that provide inmates and staff easy accessibility to a variety of communication, intelligence, investigative, educational, informational, and correctional management tools and resources. The services provided by the awarded supplier will, in some instances, replace or supplement existing systems or services, and in other instances will be entirely new to ODOC. The existing systems utilized within ODOC that may be replaced or supplemented include Inmate Telephone Services (ITS), Inmate Email Services, Trust Account Deposit Services, MP3 players with music download, and cell phone detection hardware.

C.2. Purpose

It is estimated that approximately 94% of incarcerated inmates in Oklahoma will eventually return to society. Allowing inmates to connect and communicate with family and friends cultivates vital relationships that can enhance the potential for successful reentry and rehabilitation. Another factor in successful reentry and rehabilitation is access to programming and educational opportunities that allow inmates to acquire skills that facilitate non-criminal behavior. Limited funding and staff make delivery of adequate services to meet the needs of the population impossible.

Maintaining significant staffing levels across all areas is a constant challenge within corrections. Processes and services available to inmates are mostly facilitated through ODOC staff, requiring a significant time investment to complete transactions. Permitting inmates to obtain these services electronically in a secure correctional environment, with little to no staff assistance, can allow staff resources to be redirected and improve operational and security efficiencies.

Additionally, eliminating or reducing contraband, particularly contraband cell phones, continues to be a growing challenge for correctional facilities nationwide. The presence of contraband cell phones within a facility can put visitors, staff, inmates, and the public in danger. The ability to detect and/or immobilize contraband cell phones and extract, track, link and analyze data from multiple sources, can increase safety and help to combat crime and assist with other security related issues.

The intent of this solicitation is to secure emerging and available technology to be utilized by staff and/or inmates to maintain family/community relations, promote rehabilitation, improve security, increase operational efficiencies, and enhance intelligence and investigative proficiencies.

C.3. Project Description

ODOC is seeking a qualified supplier to provide and maintain hardware, software, and all other components and actions needed to facilitate the technology solutions described herein. The selected supplier will engineer, install, implement, manage, and maintain integrated technology solutions that offer a variety of functionality to include, but not be limited to: inmate phones; video visitation; email messaging; trust account deposit services; inmate self-service applications; staff and inmate educational and informational content; and, security, intelligence and investigative systems and devices.

C.4. Project Scope

The scope of this project includes the delivery of secure turnkey contractor hosted solutions that have been proven in the correctional environment.

Selected supplier will provide secure, comprehensive, full featured solutions that will serve all Oklahoma Correctional Facilities, inmates and their families, and support related administrative and intelligence and investigatory activities.

Selected supplier will implement enterprise solutions that can be deployed statewide and managed as single platforms across all facilities and will upgrade technology as advances occur.

Selected supplier must be able to accommodate an increase or decrease in services during the term of the contract as directed by ODOC.

The solutions provided will be required to interact with existing ODOC systems as needed.

The selected supplier will be responsible for conducting site surveys at all ODOC locations to develop an installation and implementation plan.

All solutions that involve inmate self-service transactions will be delivered via correctional grade kiosk or kiosk-like hardware. Outdoor kiosks and kiosk enclosures may be required in some ODOC locations.

C.5. Additional Information

ODOC's current inmate telephone system is a web-based fully hosted centralized telecommunications solution with premise-based communication equipment and centralized call processing and data storage. It provides collect and prepaid calling options for inmates and their families/friends. The ITS requires the input of a six (6) digit Personal Identification Number (PIN) and voice biometric authentication prior to processing a call and will only allow an inmate to call phone numbers on their Personal Allowed Numbers (PAN) list. The system processed 1,731,382 calls for a total of 22,718,529 minutes during calendar year 2016.

ODOC's Inmate Email system currently only allows for incoming messages that are printed and delivered to inmates by ODOC staff. The program and its abilities have not been fully operationalized. In the past 12 months approximately 11,500 emails were sent to ODOC inmates. Inmate families and friends currently have the option of choosing from two providers to deposit funds to an inmate's trust account. Family and friends are able to make deposits to an inmate's trust account via phone, computer, mail, or walk-in a designated retail locations and using debit/credit cards or money orders (mail only).

Inmates currently are able to purchase MP3 players through the canteen. Approximately 3 million songs are available for inmates to purchase and download. Downloads are accomplished through a music kiosk. The MP3 player has a 30 day mortality feature. Additional features of receiving pictures and e-mails have not been activated by ODOC.

D. EVALUATION

D.1. Evaluation Criteria

D.1.1. The State will evaluate responses against the evaluation criteria for the degree to which each proposal meets the criteria as follows:

D.1.1.1. Level of Expertise – LE

D.1.1.2. Risk Assessment – RA

D.1.1.3. Value Added Plan – VA

D.1.1.4. Cost

D.1.1.5 Client References

D.1.1.6. Interview

D.2. Description of Evaluation Criteria

D.2.1. Cost Proposal – Respondent will perform the required services for a firm fixed price for the identified service for the term of the contract. The respondent must identify all potential services for the contract year and a fixed cost for each service identified. (Attachments B, B2, and B3)

D.2.1.1. For a cost to be acceptable during the contract periods, it must be stated on the attachments.

D.2.1.2. Attachment B2 and Attachment B3 are spreadsheets that accompanies Attachment B. Specific costs are to be entered on these spreadsheets and submitted along with Attachment B

D.2.2. Project Capability (PC) Submittal – Whether the pages are blank or filled must NOT exceed 6 pages (front side of page only) and is comprised of: Level of Expertise (2 pages), a Risk Assessment Plan (2 pages), and a Value added Plan (2 pages). (See Attachment D, E, F, and G)

D.2.2.1. Purpose of PC Submittal

D.2.2.1.1. Assist the State in prioritizing Respondents submittals based on their ability to understand and deliver the required services.

D.2.2.1.2. Assist the Respondent in planning what they are going to do before they do it.

D.2.2.1.3. Provide high performing Respondents the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous best value results.

D.2.2.2. PC Submittal Form Requirements

D.2.2.2.1. PC submittal must NOT contain any names that can be used to identify who the Respondent is (such as firm names, personnel names, Project names, or product names).

D.2.2.2.2. The PC submittal must not include the proposed cost or the proposed duration that the Respondent has identified in the Proposal Form.

D.2.2.2.3. A PC proposal template is included in this RFP. This document must be used by all Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template in any manner. Respondents must type their responses on the Word template provided.

D.2.2.2.4. The PC Submittal (whether the pages are blank or filled) must NOT exceed 6 pages (front side of page only).

D.2.2.2.5. Failure to comply with any of the PC format requirements may result in disqualification.

D.2.2.2.6. The PC Submittal shall not contain any marketing information. The Submittal should be used to prove to the State that the Respondent has expertise for the specific project being proposed upon.

D.2.2.3. Level of Expertise Plan -Overview

D.2.2.3.1. The Level of Expertise Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project with a plan that meets time and cost goals. All cost and schedule impacts associated with project capabilities listed within the Level of Expertise Plan (Attachment E) must be included in your base cost/schedule.

D.2.2.4. Risk Assessment Plan – Overview

D.2.2.4.1. The Respondent should list and prioritize major risk items on this contract that could cause the Respondent's "vision" or "plan" to deviate or not meet the expectations of the State (i.e. risks that the Respondent does not control). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to the State. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple and clear terms so that non-industry personnel can understand the risk. The Respondent must also explain how they will mitigate, manage, and/or minimize the risk from occurring. A mitigation / management plan solution with supporting documented performance (references, performance measurements of projects when the risk mitigation was used etc.) is required for a high rating from the selection committee. The backup performance information can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction. (See Attachment F)

D.2.2.5. Value Added Plan – Overview

D.2.2.5.1. The purpose of the Value Added plan is to provide Respondents with an opportunity to propose any value added options or ideas that may benefit the State. These options or ideas may also be referred to as additional or optional services. Proposed Value Added solutions involving staff education and informational content, and security, intelligence, and investigative systems and devices are desired. At a minimum, ODOC would like to see proposals offering solutions that aid in eliminating or reducing contraband cell phones and solutions that enhance data extraction, tracking, and analysis and, intelligence and investigative abilities. The Respondent should identify and briefly describe their proposed options or ideas to add value to this project by completing Attachment G. Respondents are to include options or ideas that have been successful through verifiable performance information and/or best value practices. The Respondent must list the cost and projected implementation or delivery time of its options or ideas. The options or ideas proposed as Value Added options must NOT be included in the base solution proposal.

D.2.2.6. References /Past Performance

D.2.2.6.1. Bidder will be required to provide the Client Reference Questionnaire (Attachment L, and L1) to a minimum of three references for current clients that most closely resemble ODOC. The clients will be instructed to complete the surveys and send them directly to OMES Central Purchasing Contracting Officer for incorporation with the RFP. Bidder will also include name and contact information for the client contact for each reference so direct contact can be made if additional information is needed.

D.2.2.7. Interviews

The State may shortlist (if necessary) the top rated Respondents. The shortlisted Respondents may be required to participate in an interview period. The State may interview all critical team members, including, but not limited to:

D.2.2.7.1. Project Manager, one who can make decisions for the company

D.2.2.7.2. Lead Technical Person, the technical expert who would be leading the project.

D.2.2.7.3. The State may also request to interview additional personnel. The State will interview individuals separately (and may perform a group interview after the individual interviews are completed). No other individuals (from the Respondents) will be allowed to sit in or participate during the individual interviews.

D.2.2.7.4. The State may request additional information prior to interviews.

D.2.2.7.5. All proposed team members must be available in person for interviews on the scheduled interview date .

D.2.2.7.6. At the State's discretion, substitutes, proxies, phone interviews, or electronic interviews may be allowed.

D.2.2.7.7. Individuals who fail to participate in the interview will not be given a score which may jeopardize the Respondent's competitiveness.

D.3. Dominance Check for Cost Reasonableness

D.3.1. After ranking all of the Respondents based on the selection criteria, weights, and ratings, the State will verify if the best prioritized respondent meets the following requirements:

D.3.2. If the highest ranked Respondent is within (10%) of the next highest ranked Respondent's cost, then the highest ranked respondent moves to the Pre-Award Phase;

D.3.3. If the highest ranked Respondent's cost is more than 10% greater than the second highest ranked Respondent's cost, the State reserves the right to invite the second highest ranked Respondent to the Pre-Award Phase;

D.3.4. If the best value Respondent's cost is more than 10% below the average Respondent's cost, the State reserves the right to proceed to the next prioritized best value Respondent;

D.3.5. When the State is considering going to the next best value Respondent, the best value Respondent can stay in the process by having presented dominant performance metrics which justify their selection despite their higher or lower cost.

D.4. Clarification/Pre-Award Phase

D.4.1. The potential best-valued Respondent will be required to perform the Clarification/Pre-Award functions as outlined in Attachment H. The intent of this period is to allow the Respondent to clarify their proposal, address any issues or risks, allow the client to add any concerns, and to prepare a Pre-Award Document.

D.5. Contract Form and Requirements

D.5.1. Form of Contract between the State and the Selected Respondent

D.5.1.1.1. The Contract between the selected Respondent and the Owner will be the Owner's Agreement, which is incorporated into this RFP (the "Contract"). By submitting a Proposal, Respondent acknowledges and agrees that it received, read, understands, and shall be bound by and comply with the Contract.

D.5.1.1.2. The Contract will incorporate by reference this RFP and any Attachments and any RFP modifications agreed to by Owner. The Owner may attach to the Contract as Supplementary Conditions Respondent's Proposal, selected provisions of Respondent's Proposal or modifications to Respondent's Proposal agreed to by Owner and Respondent.

D.5.2. Weekly Reporting System

The selected Respondent will be required to submit weekly reports as outlined in the Weekly Risk Report Guide (see Attachment I).

D.5.3. Contract Evaluation

Upon completion of each project, the Respondent will be evaluated by the Owner based on their performance on the Project. This includes (but is not limited to): overall quality, ability to manage cost and schedule, high customer satisfaction, and submission of accurate weekly reports. The Owner's evaluation of contractors, subcontractors, and individuals shall be fair, based on facts, and non-abusive.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this Solicitation can be altered only by written Amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contract.

E.2. Mandatory and Non-Mandatory Terms

- E.2.1.** Whenever the terms "shall", "must", "will" or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the respondent's proposal.
- E.2.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.3. Pre-Proposal/ Process Education Material

- E.3.1.** Educational material is provided for this solicitation process. A PowerPoint slideshow is included as an attachment and accompanying YouTube tutorial is available:
https://www.youtube.com/watch?v=Wgl3x1RB_9M&feature=youtu.be

E.4. Pre-Proposal Questions

- E.4.1.** Written questions concerning the solicitation are due by date and time stated in Section F.1 below.
- E.4.2.** Written responses to questions and any amendments (if applicable) shall be published by July 27, 2017 by close of business.
- E.4.3.** All questions must be submitted through the Wiki link provided in section E.14.

E.5. Preparation of Proposal

- E.5.1.** It is the responsibility of the supplier to inquire about any requirements of this RFP that is not understood.
- E.5.2.** Information shall be entered on the form provided or a copy thereof.

E.6. Submission of Proposal

- E.6.1.** By submitting a proposal, the firm agrees not to make any claims, damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- E.6.2.** If a firm fails to notify OMES/CP of an error, ambiguity, conflict, discrepancy, omission or other error in the solicitation, known to the firm, or an error that reasonably should have been known by the firm, the firm shall submit a proposal at its own risk; and if awarded the contract, the firm shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a firm takes exception to any requirement or specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.
- E.6.3.** Completeness of proposal(s): It is desirable that the firm respond in a complete, but concise manner. It is the firm's sole responsibility to submit information in the responses as requested by this solicitation. The firm's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the firm's proposal(s).

E.7. Submission Deliverables

- E.7.1.** Two (2) USB drives containing an electronic copy of the proposal must be clearly marked by the respondent's name, solicitation number and date of solicitation closing. No hard copies are required. A copy of the proposal which has been emailed to Contracting Officer is not considered an electronic copy and will not be accepted.

E.7.1.1. All electronic documents must be in one of the following software options:

E.7.1.1.1. Microsoft Office Word or Excel

E.7.1.1.2. Adobe PDF

- E.7.2.** Proposal Content

- E.7.2.1. Completed "Responding Bidder Information" OMES/CP/Purchasing Form 076.
- E.7.2.2. Completed "Certification for Competitive Bid and Contract" OMES/CP/Purchasing Form 004.
- E.7.2.3. Evidence of meeting the insurance requirements (See Section A.20)
- E.7.2.4. Acknowledgement of all Amendments to the Solicitation (See Section E.9.)
- E.7.2.5. Agreements (if any) required by the firm. Agreements not submitted with the firm's response will not be considered after Contract Award
- E.7.2.6. Any exceptions to solicitation terms and conditions.
- E.7.2.7. A copy of pages 24 and 25 of this solicitation with Sections E.15 and E.16 completed.
- E.7.2.8. EITA Compliance

Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the VPAT & Accessibility - OMES Form that is applicable. Attached for reference is the VPAT Instructions Template.

Supplier may provide a URL link to a website providing VPAT for products deliverables through resulting Contract.

- E.7.2.9. IS Security Certification (required if response contains/utilizes IT components)
- E.7.2.10. Attachment A – RFP Cover Page and Declaration
- E.7.2.11. Attachment B – Cost Proposal Form
- E.7.2.12. Attachment B2 – Cost Spreadsheet
- E.7.2.13. Attachment B3 – Overall Project Cost
- E.7.2.14. Attachment E – Project Capability Plan
- E.7.2.15. Attachment F – Risk Assessment Plan
- E.7.2.16. Attachment G – Value Added Plan
- E.7.2.17. Attachment L – Client Reference List

E.8. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

E.9. Solicitation Amendments

- E.9.1. If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.
- E.9.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.
- E.9.3. It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.10. Proprietary and/or Confidential

- E.10.1. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered

confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.

- E.10.2.** If the State CIO does not acknowledge the information as confidential, OMES – ISD will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.11. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

E.12. Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

E.13. Administrative Review

- E.13.1.** Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on September 20, 2018. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.14. General Solicitation Questions

Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/1310004219>

- E.14.1.** Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

<https://wiki.ok.gov/display/itprocurement/Home>

- E.14.2.** In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.
- E.14.3.** When posing questions, every effort should be made to:
- a) be concise
 - b) include section references, when possible; and
 - c) avoid use of tables or special formatting (use simple lists).
- E.14.4.** These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Bidders are advised that any questions received after 3:00 P.M. Central Time on September 14, 2018 shall not be answered.

E.15. P-Cards

The State of Oklahoma has issued payment cards to most State agencies. The current P-Card contract holder utilizes VISA.

If awarded a contract, will your company accept the State of Oklahoma approved purchase card:

Yes No (check one and return this page with your proposal)

E.16. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes No (check one and return with your proposal)

E.17. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.18. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. SCHEDULE (TENTATIVE)

F.1. Proposed schedule for the solicitation process

Dates listed below are tentative and subject to change

No.	Task	Date
1	Solicitation Posting	02/07/2018
2	Pre-Proposal Questions Due	02/21/2018
3	Proposals due	11/01/2018
4	Supplier Interviews Begin	Week of 11/26/18 – 11/30/2018
6	Clarification Period begins. (answer all technical concerns, identify what items were included and not included in scope, executive summary, project assumptions, detailed schedule, Reference Attachment H) Review of draft contract by the State	12/10/2018
7	Contract Awarded	TBD

F.2. Explanation of Proposed Schedule

F.2.1. Proposals Due

Proposals are due November 1, 2018, 3:00p.m. Central Time. Any proposals received after 3:00 p.m. will be considered late and will be returned to the supplier unopened.

F.2.2. Supplier Interviews

Supplier interviews will be held the week of November 26 through November 30, 2018. The time will be set at a later date. The supplier interviews are preferred to be done in person in Oklahoma City but accommodations may be made.

F.2.3. Pre-Award/Clarification Period

The Pre-Award/Clarification period will tentatively begin the week of December 10, 2018. This meeting is to be scheduled by the supplier after addressing risks/concerns, milestone schedule, coordinating with all critical entities. This meeting is to be held in person in OKC sometime during this week with coordination to involve all required parties.

F.2.4. Contract Award

F.2.4.1. Contract award is to be determined.

G. PRICE AND COST

G.1. Budget

The budget for this solicitation is TBD. Information can be provided at a later date.



Amendment of Solicitation

Date of Issuance: 10/05/2018

Solicitation No. 1310004219

Requisition No. 1310019316

Amendment No. 14

Hour and date specified for receipt of offers is changed: No Yes, to: November 1, 2018 3:00 PM CT

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery or Personal or Common Carrier Delivery:

Office of Management and Enterprise Services
Central Purchasing
5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

Lisa Bradley
Contracting Officer

405 – 522-4480
Phone Number

Lisa.Bradley@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

Web Posting Revisions

- A. RFP-Updated has been removed and replaced with RFP-Revised10-05-2018.
- B. Attachment A has been removed and replaced with Attachment A-Revised10-05-2018
- C. Attachment C has been removed.

Questions and Answers:

#1. Does the release of a new Solicitation document supersede the QA responses received prior to the release date?

No. Based on revisions that have been made to language, sections, or documents, the QA responses that were originally posted via Amendment #3 have now been updated and can be found in the document labeled Q&A Responses Revised 10-5-2018.(See Below)

Description of Amendment - continuing

#2. MP3/MP4 players are not indicated as mandatory items in the revised Solicitation or in Attachment B. Base Solutions, yet there is a Music tab in Attachment B.2. Can the state clarify if the pricing should be placed as a mandatory item in Attachment B.2, or should we provide pricing in Attachment G Value Adds?

MP3/MP4 players are a mandatory item as part of inmate self-service applications. Pricing proposals for the MP3/MP4 solution are to be provide via the Music tab in Attachment B2 - Revised.

#3. Does the new contract prefer for songs to continue to be purchased through the canteen?

C.5. Additional Information

Inmates currently are able to purchase MP3 players through the canteen. Approximately 3 million songs are available for inmates to purchase and download. Downloads are accomplished through a music kiosk. The MP3 player has a 30-day mortality feature. Additional features of receiving pictures and e-mails have not been activated by ODOC.

Yes.

#4 Is the state willing to give a minimum number of video visitation units required per facility to ensure bidder's prices are based on a minimum threshold that is acceptable to the state? With infrastructure costs having significant impact on the cost, some guidance is requested to help ensure vendors are bidding like solutions.

Please refer to Attachment B-Revised.

It is expected that bidders are experts in the industry and are able to understand and identify the overall demands, needs, and associated costs utilizing the facility specific and other information that has been provided by ODOC.

SCOPE/SCALE OF THE BASE SOLUTIONS: The awarded contractor will be required to provide a sufficient number of correctional grade kiosk or kiosk-like units to ensure availability and access to the inmate population while minimizing operational and security concerns. The solutions provided by the contractor shall be designed to easily accommodate supplementary needs and changes (additional applications, equipment, etc.) resulting from future changes in population, facilities, or DOC rules and workflows. Proposals submitted by all bidders should consider and include all costs associated with these requirements.

#5. Per the QA in Amendment 3, line item number 9, individual hand-held tablets were not to be presented, is this still applicable as it is not mentioned in the revised Solicitation?

QA responses that were originally posted via Amendment #3 have now been updated and can be found in the document labeled Q&A Responses Revised 10-5-2018. (See Below)

#6. Under C.3 Project Description in the revised Solicitation it still lists staff education, but it is not included in Attachment B. Is this still required or should this be considered a value add?

See Section D.2.2.5.1. of the RFP – Revised 10-5-2018 document. Also, see Attachment B-Revised, VALUE ADDED SOLUTIONS (Preferred)

#7. Under C.3 Project Description in the revised Solicitation, security, investigative systems and devices are not part of the base solutions mandatory list in Attachment B. Is this required, or should this be considered a value add in Attachment G?

See Section D.2.2.5.1. of the new RFP – Revised 10-5-2018 document. Also, see Attachment B-Revised, VALUE ADDED SOLUTIONS (Preferred)

#8. Attachment A Solicitation Cover Page and Declaration does not list Attachment L as a deliverable. Is this Attachment required with our proposal response?

See Section E.7. of the new RFP –Revised 10-05-2018 document for a list of required deliverables. Attachment A has been modified to remove reference to deliverables.

Description of Amendment - continuing

#9. In E.7. Submission Deliverables, Attachment B3, Attachment D, and Attachment L are not listed as deliverables. Are these required with our proposal response?

[See revised language in Section E.7. of the RFP – Revised 10-5-2018 document](#)

#10. Under 5.3.2 Dominance Check, can the state clarify the definition of “budget”, as this is a no cost bid to the state? This is not defined in A.1 Definitions.

[As budget is not a factor in this solicitation, see revised language in Section D.3. of the RFP – Revised 10-5-2018 document.](#)

#11. E.7 indicates we are to submit two USBs with items listed in E.7.2 Proposal Content, should these be stored on the USB as individual files or should we provide a single Adobe PDF file with all deliverables incorporated?

[Separate individual files with appropriate filenames is preferred.](#)

#12. Addendum 3 QA line item 39 indicates several Attachment B forms can be provided for each offer, however line items 41 and 50 state that we should provide them under separate cover. Can we provide multiple cost offers within one proposal submission (one USB) if we provide separate Attachment Bs clearly named in the filename as options?

[To clarify this, QA responses that were originally posted via Amendment #3 have now been updated and can be found in the document labeled Q&A Responses Revised 10-5-2018. \(See Below\) Reference Question #39](#)

#13. Please clarify the difference between Contract Duration and Contract Duration (Total Time) as listed in Attachment C. Contract Schedule. Also, please clarify the difference between Contract Schedule and Contract Duration? Additionally, with Attachment C, should the project milestone schedule still be provided?

[Attachment C has been removed from the solicitation. Reference Question #7 on Amendment 12](#)

#14. As each vendor claim will be given a score of 1, 5 or 10. How will the Evaluation team weight the scoring when vendors provide a varying number of claims based on the amount of space each claim would take on the two pages to make the scoring portion of the evaluation equitable for all vendors? For example – Vendor A may be able to provide 20 claims therefore has a potential of a total of 200 points, while the Vendor B may only be able to provide 15 claims therefore has a potential for 150 points.

[The overall response is scored, not by the number of claims](#)

#15. Based on this being a PIPS solicitation where the selected vendor moves onto the negotiation phase how does section A.6 and A.7 apply?

A.6. Pricing

A.6.1. Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.

A.7. Firm Fixed Price - Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

[See Attachment H. There is not a negotiation phase. See Section D.2.1. of the RFP – Revised 10-5-2018 document.](#)

#16. With this solicitation including multiple services how does section A.11.2 apply? Will each pricing section be counted independently? If the state does select different vendors will it be based on the lowest and best bid per product or overall?

A.11. Award of Contract

A.11.1. The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State of Oklahoma.

A.11.2. Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.

[QA responses that were originally posted via Amendment #3 have now been updated and can be found in the document labeled Q&A Responses Revised 10-5-2018. \(See Below\). Reference Question #47.](#)

#17. In order to identify the best individual for the interview process can the state define what kind of decisions the Project Manager will be expected to provide?

Description of Amendment - continuing

D.2.2.7.1. Project Manager, one who can make decisions for the company.

None. The intent is that overall discussions with a decision maker will lend in-depth insight into the company and their decision processes.

#18. With the State requesting multiple services which have different costs (i.e. phone calling, video visitation, tablets, songs, and messaging) how does this section apply?

D.3.2. If the highest ranked Respondent is within the budget and is within (10%) of the next highest ranked Respondent's cost, then the highest ranked respondent moves to the Pre-Award Phase;

D.3.3. If the highest ranked Respondent is within the budget, but its cost is more than 10% greater than the second highest ranked Respondent's cost, the State reserves the right to invite the second highest ranked Respondent to the Pre-Award Phase.

As budget is not a factor in this solicitation, see revised language in Section D.3. of the RFP – Revised 10-5-2018 document. This allows the State flexibility to proceed with the highest ranked supplier and/or the second ranked supplier considering the percentage differential in pricing.

Proposed Timeline:

No.	Task	Date
1	Solicitation Posting	02/07/2018
2	Pre-Proposal Questions Due	02/21/2018
3	Proposals due	11/01/2018
4	Supplier Interviews Begin	Week of 11/26/18 – 11/30/2018
6	Clarification Period begins. (answer all technical concerns, identify what items were included and not included in scope, executive summary, project assumptions, detailed schedule, Reference Attachment H) Review of draft contract by the State	12/10/2018
7	Contract Awarded	TBD

Description of Amendment - continuing

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**) _____
Date

Authorized Representative Name (**PRINT**) _____ _____
Title Authorized Representative Signature

VENDOR QUESTIONS	DOC RESPONSES per Amendment 3 dated 3/30/2018	UPDATED DOC RESPONSES 10-5-2018
1 Will the Private Facilities be included under this contract?		Same
2 How many private corrections facilities houses OKDOC offenders or is this included in the 24 units?		Same
3 Are the private facilities required to utilize the OKDOC state phone service?	Private Facilities will not be included under this contract and are not in the 24 facilities specified in the solicitation. Private facilities are not required to utilize the state phone service provider.	Same
4 Will the private facilities also be utilizing video visitation, education and entertainment?		Same
5 Please advise the software management and commissary providers for those facilities if different than the OKDOC operated units		Same
6 What are the total number of telephones used for project? Can you please list the facilities with population and phone counts?		Same
7 Main Solicitation, Section C.1, page 15 To assist Suppliers in accurately capturing all costs associated with the system requested, will the State provide the following? a) List of facilities & addresses b) Current population per facility c) Number of phones per facility	See Vendor Q&A Attachment # 1: <u>FACILITY DETAILS - STATE OPERATED ONLY.</u>	Same
8 Please provide a list of facilities under this contract and the ADP for each.		Same
9 To obtain a complete understanding of the OK DOC's facility technology requirements, please provide the following information regarding Section C: a) Which of the current DOC facilities are owned by the State? Which of the facilities are privately owned and leased by the DOC? b) Please provide for each facility the following: when was the facility built and the type of construction, i.e. number of floors, linear, modular etc. c) For each facility, please outline, the ratio of the number inmates to staff in each section/ POD. Please include all section/POD's, including medical, max security, segregated, general population, etc. d) For each facility, please outline, which section/POD provides direct supervision and which ones have indirect supervision of the inmates? e) What are the DOC security levels defined at each facility location? Within these security levels, are there any restrictions related to inmate communication devices?	See Vendor Q&A Attachment # 1: <u>FACILITY DETAILS - STATE OPERATED ONLY.</u> Due to unavailability of information and/or facility security, some information will not be provided. Per section C.4., all solutions that involve inmate self-service transactions will be delivered via correctional grade kiosk or kiosk-like hardware. Outdoor kiosks and kiosk enclosures may be required in some ODOC locations. MP3/MP4 players are not restricted. At this time ODOC will not allow individual handheld tablets to be used by inmates regardless of the security level.	Same
10 Please provide the number of inmates, phones and any other equipment in each housing unit, lobby, visitation area, etc. Please include any new equipment that is required in addition to what is currently in place.	See Vendor Q&A Attachment # 1: <u>FACILITY DETAILS - STATE OPERATED ONLY</u> for the current number of inmates and phones. It is the contractor's responsibility to supply all equipment necessary to successfully deliver their proposed solutions and levels of service.	Same

VENDOR QUESTIONS	DOC RESPONSES per Amendment 3 dated 3/30/2018	UPDATED DOC RESPONSES 10-5-2018
<p>11. What are the current rates for all call types? In order to help us evaluate call volumes and recognize additional revenue potential, it is very helpful to have the rates currently being charged to called parties under the current contract. Please provide the calling rate for the first minute and each additional minute for the following call types:</p> <ul style="list-style-type: none"> • LOCAL – Collect • INTRALATA – Collect • INTERLATA – Collect • INTERSTATE – Collect • LOCAL – Debit • INTRALATA – Debit • INTERLATA – Debit • INTERSTATE – Debit • International – Debit • LOCAL – PrePaid Collect • INTRALATA – PrePaid Collect • INTERLATA – PrePaid Collect • INTERSTATE – PrePaid Collect 	<p>The current inmate phone contract does not allow 011 + international calls. Current rates are: \$0.25 per minute for Caribbean and Canadian North American 10 digit dialing. \$0.20 per minute for all other call types.</p>	<p>Same</p>
<p>13. Will the State please outline the fees that are being charged by the current vendor:</p> <ul style="list-style-type: none"> a. Bill Statement Fee b. PrePaid Account Funding Fee via Web c. PrePaid Account Funding Fee via IVR d. PrePaid Account Funding Fee via Live Operator e. Fees for Instant Pay Calls 	<p>Bill Statement Fee = \$2.00 PrePaid Account Funding Fee via Web = \$3.00 PrePaid Account Funding Fee via IVR = \$3.00 PrePaid Account Funding Fee via Live Operator = \$4.75 Fees for Instant Pay Calls = \$1.19</p>	<p>Same</p>
<p>14. Please breakout the average monthly deposit transaction volume and average dollar amount received by type for each of the following:</p> <ul style="list-style-type: none"> a. Phone b. Web c. Kiosk d. Lockbox e. Walk In 	<p>See Vendor Q&A Attachment # 2: <u>OKLAHOMA DOC DEPOSITS AUG 17 THROUGH JAN 18.</u></p>	<p>Same</p>

VENDOR QUESTIONS	DOC RESPONSES per Amendment 3 dated 3/30/2018	UPDATED DOC RESPONSES 10-5-2018
<p>15 What was the total revenue generated for 2017 by month by call type? Requested call detail and revenue information for the past 6 months:</p>		
<p>16 a) Total call data for all facilities to include volume of call by jurisdictional type (local, instate intralata, interstate and international). Please include minutes, gross revenue and cost recovery/commissions paid to the State. b) For each call type and jurisdiction, please break down further the number of calls to include the following: "Advance Pay One Call", "Collect2Phone", pre paid minutes purchased through commissary etc.</p>		
<p>17 Attachment B 2 – To provide a level playing field for the financial offer, it is important for us to understand the most recent calling volumes and revenue. Will the State please provide at least the latest 6 months of calls, minutes, and revenue by billing type (Collect, Prepaid Collect, Debit) and calling jurisdiction (Local, Interstate, etc.) – e.g.: By month Collect / Direct Billed Pre Paid Collect Debit (Inmate Paid) Month Calls Minutes Gross Revenue Calls Minutes Gross Revenue Local Intralata/intrastate Interlata/intrastate Interstate Canada/Mexico International</p>	<p>See Vendor Q&A Attachment #3: CALL DETAIL RECORDS AUG. 17 THROUGH JAN. 18 and Vendor Q&A Attachment #4: Oklahoma DOC Monthly Revenue By Site for August 2017 through January 2018.</p>	<p>Same</p>
<p>18 In order to provide our best possible offer, it is very important to have historical call volume information for all call types. Call volume data is necessary to estimate costs as well as potential revenues. The current vendor has access to this information, so distributing the information to other vendors in a timely fashion will ensure a level playing field for all bidders. Please provide the number of calls per month, the number of minutes per month, and the total revenue per month for all call types: <ul style="list-style-type: none"> • LOCAL – Collect • INTRALATA – Collect • INTERLATA – Collect • INTERSTATE – Collect • LOCAL – Debit • INTRALATA – Debit • INTERLATA – Debit • INTERSTATE – Debit • International – Debit • LOCAL – PrePaid Collect • INTRALATA – PrePaid Collect • INTERLATA – PrePaid Collect • INTERSTATE – PrePaid Collect </p>		

VENDOR QUESTIONS	DOC RESPONSES per Amendment 3 dated 3/30/2018	UPDATED DOC RESPONSES 10-5-2018
19 Please provide the commission percentage currently received on inmate telephone revenue, an average of monthly commissions received over the past year from the current vendor, and copies of commission statements from the last six months.	\$0.15 per minute on all intrastate calls only; The average monthly ODOC revenue for the past 12 months was \$280,595.65. For 6 month commission data, see Vendor Q&A Attachment #4: Oklahoma DOC Monthly Revenue By Site, for August 2017 through January 2018.	Same
20 What is the current commission percentage being paid to OKDOC?	\$0.15 per minute on all intrastate calls only	Same
21 Please provide a copy of all current contracts and amendments pertaining to inmate phones. What is the preferred call length for offenders set by DOC?	http://doc.ok.gov/doc-inmate-phone-system There is no specific preferred length, however, the current maximum length of a call is set at 20 minutes. It is expected that the systems proposed will have the ability to set the length of a call to any length determined by ODOC and the contractor to be an optimal length considering security, access, and utilization factors.	Same
22	ODOC does not currently contract with an offender software management provider.	Same
23 For purposes of PIN management, does the OKDOC contract with an offender software management provider or operate internally?	Currently, inmates have a Personal Allowed Numbers (PAN) list that is self-populated by the inmate every 90 days.	Same
24 Does the OKDOC require an offender allow list for called numbers?	TTY calls through a relay service are free calls. The current system also provides several help/hotline type numbers as free calls (i.e., PREA hotline, informant line, cold case tipline, and a 1-800-Quit-Now smoking cessation line). For the period of August 2017 through January 2018, there were a total of 2,924 free calls systemwide, of which 928 were TTY calls. It is expected that the awarded contractor's system shall allow for additional help/hotline type numbers to be added as needed.	Same
25 Are their any free calls allowed by offenders? If yes, how many free calls by month were there in 2017?	Yes, all calls are recorded, with the exception of Attorney of Record calls. Currently call recordings are stored for 1 year.	Same
26 Are all calls to be monitored and or recorded? What is the duration of call recordings storage requirement currently?	If selected as the awarded contractor, the incumbent would not be required to install all new equipment, but would be required to install any new equipment necessary to deliver proposed solutions and levels of service.	Same
27 General In order to create insure fair competition between all vendors will the state require ALL New equipment must be installed even by the incumbent at all facilities.	The contractor will be allowed to re-use/utilize intra-facility copper that is currently available and in use by the current inmate phone provider. The contractor will be responsible for the installation and cost of any fiber optic cabling and bandwidth required to meet the terms of the contract. Should there be a need during the term of the contract for new locations, expansions, repair, or replacement of copper or fiber being utilized, it shall be the responsibility of the contractor.	Same
28 Main Solicitation, Section C.3, page 15 To assist Suppliers in accurately capturing all costs associated with the system requested, will the State provide access to intra facility copper and/or fiber optic cabling where (high bandwidth) services are required?	It will be the contractor's responsibility to provide as many techs required to consistently and successfully mitigate associated risks and deliver the service levels and requirements required by the contract.	Same
29 How many techs are required for this project, both onsite and remote?		Same

VENDOR QUESTIONS	DOC RESPONSES per Amendment 3 dated 3/30/2018	UPDATED DOC RESPONSES 10-5-2018
<p>General How many full time support employees does the current Supplier provide for the State, and are these employees able to meet the State's needs under the current scope of services?</p>	<p>The current supplier for inmate phone services provides four full-time onsite technicians that provide administrative services and phone repairs. They also provide one in-state Field Service Manager.</p>	<p>Same</p>
<p>30</p>	<p>Does the State have a third party Offender Management System? If so, please provide the vendor's contact information to facilitate integration with the phone system.</p>	<p>Same</p>
<p>31</p>	<p>Does the OKDOC contract with a commissary company or operate internally?</p>	<p>Same</p>
<p>32</p>	<p>Does the OKDOC wish to have all features such as video visitation, education, entertainment at all facilities or selected units?</p>	<p>It is ODOC's intent that the inmate communication solutions as described in Attachment B - Revised will be provided at all facilities.</p>
<p>33</p>	<p>Main Solicitation, Section C.3, page 15 To assist Suppliers in accurately capturing all costs associated with the system requested, will the State provide the following regarding services requiring high network bandwidth? a) Number of video visitation units desired, per facility b) Number of staff and inmate educational and informational content devices desired, per facility.</p>	<p>See Attachment B - Revised.</p>
<p>34</p>	<p>Section C.3 – Can the state clarify if all the listed services in Section C.3 (inmate phones; video visitation; email messaging; trust account deposit services; inmate self service applications; staff and inmate educational and informational content; and, security, intelligence and investigative systems and devices) are to be included in our “base offer” and not considered “value adds?”</p>	<p>The following inmate communication solutions are to be provided as part of the “base offer” of the solicitation: inmate phones, video visitation, email messaging, trust account deposit services, inmate self-service applications, and inmate educational and informational content. The other listed solutions (staff education and informational content, and security, intelligence, and investigative systems and devices), as well as, any other additional or optional services that the bidder believes would benefit ODOC, are to be included as “value added” in accordance with Section D.2.4.5.1. At a minimum, ODOC would like to see “value added” proposals offering solutions that aid in eliminating or reducing contraband cell phones and solutions that enhance data extraction, tracking, and analysis and, intelligence and investigative abilities.</p>
<p>35</p>	<p>Attachment B – Cost Proposal Form • Can the state please clarify what they mean by “Critical Individual”?</p>	<p>See Attachment B - Revised. The term “critical individual” has been removed from this Attachment.</p>
<p>36</p>		

VENDOR QUESTIONS	DOC RESPONSES per Amendment 3 dated 3/30/2018	UPDATED DOC RESPONSES 10-5-2018
<p>Attachment B – Cost Proposal Form</p> <ul style="list-style-type: none"> • What is meant by “Project Rate”? 	<p>Project Rate is any rate of cost to the State associated with your response outside of or in addition to the rate, fees, and commissions proposed on Attachment B-2.</p>	<p>See Attachment B - Revised, Attachment B2 - Revised, and Attachment B3 - New. The term Project Rate has been changed to Project Cost and is defined and clarified on these attachments.</p>
<p>Attachment B – Cost Proposal Form</p> <ul style="list-style-type: none"> • Do Respondents need to separate out the video visitation charge vs. the telephone rate? 	<p>The state requests that the vendor respond as they feel is most appropriate. Separate Attachment B and Attachment B-2 forms may be completed for each solution proposed.</p>	<p>See Attachment B - Revised, Attachment B2 - Revised, and Attachment B3 - New for instructions and templates to propose pricing of the mandatory base solutions. On Attachment B2 individual tabs have been provided for each mandatory base solution.</p>
<p>Attachment B2 – Cost Spreadsheet</p> <ul style="list-style-type: none"> • Can Respondents modify the table in Attachment B2, for example add additional rows to provide multiple offers or additional services? 	<p>Yes, this table can be modified to fit your response as long as the table is not rendered in a completely different format. Separate Attachment B and Attachment B-2 forms may be completed for each solution proposed.</p>	<p>See Attachment B - Revised, Attachment B2 - Revised, and Attachment B3 - New for instructions and templates to propose pricing of the mandatory base solutions. Tables within these attachments may be modified to insert fields/lines as needed to expand the table to accommodate additional rates, fees, etc within a proposal. However, any alternative or additional proposals/cost offers must be submitted as a separate bid (on separate USB) independently.</p>
<p>Attachment B2 – Cost Spreadsheet</p> <ul style="list-style-type: none"> • Are Respondents allowed to propose a cost recovery higher than \$3.5 million, if so, will any points be awarded toward the increase above \$3.5? 	<p>Respondents are allowed to respond how they see fit as long as costs are justifiable and fit within the requested format. All responses will be evaluated based on the criteria given.</p>	<p>See Attachment B – Revised. The Site Access Fee amounts are predetermined and cannot be changed. Any proposed services, equipment, or solutions that are in addition to the fixed and mandatory requirements spelled out in the solicitation are to be offered as value added and will be evaluated as such.</p>
<p>Attachment B2 – Cost Spreadsheet</p> <ul style="list-style-type: none"> • Can we submit multiple offers? If so, how would those offers be submitted and evaluated? 	<p>Yes, multiple bids are allowed as long as they are clearly identified as such and are submitted under separate cover. Evaluation is based on the methodology provided by the solicitation and PIPS process.</p>	<p>Same. See response to question # 39.</p>
<p>Attachment B 2. Attachment B 2 requires that rates, fees, and commissions shall not exceed the maximums authorized by state or federal regulation. However, there is no state or federal regulation of in state calling rates, and within approximately one year no regulation of add on fees.</p>	<p>Rates, fees, and commissions shall not exceed the maximums authorized by any applicable state or federal regulation.</p>	<p>Same</p>

VENDOR QUESTIONS	DOC RESPONSES per Amendment 3 dated 3/30/2018	UPDATED DOC RESPONSES 10-5-2018
<p>Making things worse, some vendors divert payments through "third party" companies with common ownership or who provide revenue shares. The worst of these schemes is "Single Pay" calling (e.g. PayNow, Advance Pay One Connect). Family members can pay rates and fees totaling up to \$15 per call – however, these costs are typically not disclosed because they are claimed "third party" costs.</p> <p>Without complete clarity on both fees and policies, constituents could pay exorbitant unreported fees and technical or financial offers artificially subsidized.</p> <p>a) To create a more level playing field, will the State impose the following:</p> <p>Billing Fee or Policy Amount</p> <p>Prepaid Collect Purchase through live agent \$5.95</p> <p>Prepaid Collect Purchase through automated phone system or internet \$3.00</p> <p>Prepaid Collect Purchase through 3rd parties (e.g. MoneyGram, Western Union) Must be disclosed, not to exceed \$5.95</p> <p>Prepaid Collect Account refund fee \$0</p> <p>Prepaid Collect Purchase by mail \$0</p> <p>Prepaid Collect Minimum purchase amount \$0</p> <p>Prepaid Collect Account Setup (any funding method) \$0</p> <p>Prepaid Collect Monthly account maintenance \$0</p> <p>Prepaid Collect + Debit – Account expiration Account balances available for use or refund no sooner than 6 months from date of last call</p> <p>Prepaid Collect Cost recovery, USF administration, equipment use, or any other fee not mandated by government agencies Not allowed</p> <p>Single Pay calling Not allowed</p> <p>All calls – taxes Charged to customer at pass through only</p>	<p>Please refer to Attachment K for general expectations surrounding fees, rates, and taxes.</p> <p>Please refer to Attachment K - Revised for general expectations surrounding fees, rates, and taxes.</p>	
<p>Attachment B – Attachment B appears to be related to a multi-year cost contract, and not applicable to the no cost contract services being procured. Attachment B 2 does capture the pricing structure. Will the State remove Attachment B as not applicable?</p>	<p>The State will not remove Attachment B, as it is a format preferred should there be applicable costs in addition to the rates, fees, and commissions proposed on Attachment B-2. If costs are not applicable, please submit a response with "0" and a justification/rationale.</p>	<p>See Attachment B - Revised, Attachment B2 - Revised, and Attachment B3 - New for instructions and templates to propose pricing of the mandatory base solutions.</p>
<p>Main Solicitation, Section D, pages 17-19 – Regarding Evaluation: Section D and Attachment A appear to indicate that only Attachments B, C, D, E, F, and G are being evaluated. We are uncertain if this is an accurate conclusion on our part.</p> <p>a) Does this mean that from the main solicitation, sections like E.17 including References, Company Information, and Response to Specifications/Requirements are not to be evaluated, or is this information simply pass/fail?</p> <p>b) In general, we request some additional specifics regarding how the initial written responses will be evaluated and scored.</p>	<p>A) Please refer to section D concerning all evaluation criteria. B) Please refer to section D concerning evaluation criteria; please also refer to E.3. for information on the PIPS process and how responses are evaluated.</p>	<p>Same</p>
<p>Attachment K The State's expectation is that all solutions proposed may or may not be utilized at any given time during the contract. Some of the technologies requested by the State have large costs and their inclusion or exclusion in the Supplier's base offer could have a large impact on cost recovery/shared revenues/commissions to the State. To ensure a level playing field, will the State disclose how Attachment B 2 will be scored?</p>	<p>The State will not disclose how Attachment B-2 will be scored. See answer to question #35 for further clarification of technologies to be included in the base offer.</p>	<p>Same</p>
<p>Section A.11.2 – This section states, "Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used." Can the state please clarify what the state considers to be lowest and what is considered a best bid? Would "lowest" be rates?</p>	<p>This is a standard provision for all state contracts. This particular solicitation is a best value solicitation based on the PIPS methodology.</p>	<p>Same</p>

VENDOR QUESTIONS	DOC RESPONSES per Amendment 3 dated 3/30/2018	UPDATED DOC RESPONSES 10-5-2018
48 Section D.3 – Dominance Check for Cost Reasonableness. Can the state provide the weighting and ratings that will be used with the selection criteria? Since the state is allowing for multiple products with varying rates and charges, please verify what the state will utilize as the “cost” when evaluating per Section D.3.1.1 through D.3.1.6. In addition, will the state clarify what is meant by “budget”?	The State will not disclose weighting or ratings for this solicitation. The State will evaluate each proposal based on the PIPS best value methodology.	Same
49 Under Section D.3. Dominance Check for Cost Reasonableness, it talks about Respondents being within the State’s budget as a factor in determining the highest ranking bidder. However, under G.1. Budget, it states “The budget for this solicitation is TBD. Information can be provided at a later date.” Can the State please provide their Budget for this Solicitation?	The ODOC will not disclose budget information.	As budget is not a factor in this solicitation, see revised language in Section D.3. of the RFP – Revised 10-5-2018. This allows the State flexibility to proceed with the highest ranked supplier and/or the second ranked supplier considering the percentage differential in pricing.
50 Will multiple bids be allowed from the same vendor?	Yes, multiple bids are allowed as long as they are clearly identified as such and are submitted under separate cover.	Same
51 Main Solicitation, Section E.4, page 19 – Vendor question timelines a) Will the State confirm that written questions are due by date and time stated in Section E.14.4, not Section G.2.4? b) The date given for response to questions in E.4.2 and any amendments is a prior year date. Will the State disclose when it intends to respond to vendor questions?	A) All questions were due by February 21, 2018, as stated in E.14.4 and Section F. The State may or may not offer a second-round of questions. To be determined after the informational session describe in the answer to questions #74-#77.	No longer applicable.
52 Main Solicitation, Section E.14.4, p. 22 – Given the broad scope of services and need for specificity around revenue and cost items for non incumbents, will the State allow for a short round of follow up questions if answers to this round need any further clarification?	Responses are up to the bidders and how they see fit in accordance with the PIPS solicitation process and guidelines provided within the RFP document.	No longer applicable.
53 Main Solicitation, Section E.17.4, page 22 – This section requests a detailed response to specifications/requirements in the Solicitation. Will the State provide more clarity on exactly which specifications/requirements are to be responded to in this one section – are they the specifications Section C “Solicitation Specifications” on pages 15-16, or is it to include additional or other specifications?	This is up to the discretion of the responding bidder.	See RFP - Revised 10-5-2018
54 Section A.9 – “Manufacturers’ Name and Approved Equivalents” Are respondents required to respond to this section? If so, and if applicable to a Respondent, where would Respondent place our response within the layout given in Section E.17?	It is an option for 9 years to renew. This is a typo on our part and should be corrected in the final document.	Same
55 Section B.1.2 – This section states “Under Oklahoma law, the State may not contract for a period longer than one (1) year (the “initial Term”). By mutual consent of the parties hereto, it is intended that there shall be four (9) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.” Can the state clarify if the contract has four options to renew or nine options to renew?	All attachments must remain in the design template format provided, but can be provided in doc, xls, or PDF formats.	Same
56 Section E.7.1.1 indicates that all electronic documents must be submitted as Microsoft Office Word or Excel, or Adobe PDF. Can the state provide clarification on this? Are Respondents allowed to change attachments from the original format provided to another accepted format?	Soft copies are not required to be in the hard copy format; electronic copies must be in machine-readable formatting and files shall be arranged based on bidder’s preference.	The language regarding hard copies has been removed. See RFP - Revised 10-5-2018, Section E.7. For the required USB drives, separate individual files with appropriate filenames is preferred.
57 Section E.17 Bid Deliverables. This section lists the format for hard copy bids, including tabbed sections. Are soft copies to be in this format as well, or should our thumb drives include all separate files?	Any exceptions to the solicitation terms and conditions should be placed in Section One; any bidder agreements should be placed in Section Six.	See RFP - Revised 10-5-2018, Section E.7.
58 Section E.17 – Bid Deliverables. Do Respondents need to provide a response to the entire Solicitation document itself (General Provisions, Special Provisions, Solicitation Specifications, etc.)? If so, where do these responses need to be placed based on the layout indicated in Section E.17?	Please place these items in Section Four.	See RFP - Revised 10-5-2018, Section E.7.
59 Section E.17 – Bid Deliverables. Where would responses to E.15 P Cards, and E.16 Electronic Funds Transfer (EFT) need to be placed based on the layout indicated in Section E.17?		See RFP - Revised 10-5-2018, Section E.7.

VENDOR QUESTIONS	DOC RESPONSES per Amendment 3 dated 3/30/2018	UPDATED DOC RESPONSES 10-5-2018
60	Section E.1.7 – Bid Deliverables. Where does the Respondent/Payee Form need to be placed based on the layout indicated in this section?	Please place these items in Section Four.
61	Section E.1.7 – Bid Deliverables. Where does the Evidence of Meeting the Insurance Requirements need to be placed based on the layout indicated in this section?	Please place these items in Section Four.
62	Section E.1.7 – Bid Deliverables. Where should Respondents include the Milestone Schedule required in Attachment C based on the layout provided in this section?	Please place these items in Section Four.
63	Section E.1.7.1 – Introduction, Item a. Letter of Introduction. Is this section where Respondents should include Attachment A?	Please include all attachments in Section Four.
64	Section E.1.7.4, Section Four – Response to Specifications/Requirements. Is this section where Respondents include Attachments C, D, E, and F? If not, where do those Attachments need to be placed? Or is Section Four where Respondents need to place a response to the entire Solicitation document?	Please include all attachments in Section Four.
65	Section E.1.7.6 Section Six – Bidder Agreements. What type of agreements should be included in this Section? Please confirm that this is the proposed agreements between the bidder and the state.	Any potential agreements between the bidder and State need to be included in this section.
66	Section E.1.7.8 Is Security Document – Should this be tabbed as Section Seven or be provided as a stand alone document in our response?	This can be included as a stand-alone or wherever the bidder sees fit; The State asks that, at a minimum, a completed document be included in the response.
67	Attachment D – Level of Expertise, Risk Assessment, Value Added Checklist and Format • How can Respondents prove their capabilities and how does the state verify a Respondent's claim if they are not allowed to list names, past projects, or information? Does this conflict with the "Documented Performance" section of Attachment E?	These items can be proved using metrics and evidence of past prior performance; please see the PIPS tutorial provided in section E.3.
68	Attachment E – Level of Expertise Plan • Will the DOC require that all Respondents who respond have at least two other Department of Corrections of similar size where the products offered have been deployed?	The State will not make this a requirement.
69	Attachment E – Level of Expertise Plan • Attachment E indicates that a Respondent may describe where the Respondent has used the approach or solution previously. Does this mean a Respondent is allowed to put the name of the customer?	Per the instructions on the form, any potentially identifiable information is to be left out of this attachment.
70	Attachment F – Risk Assessment Plan Attachment F indicates that a Respondent should describe where the Risk Assessment approach or solution previously utilized. Does this mean a Respondent is allowed to put the name of the customer?	Per the instructions on the form, any potentially identifiable information is to be left out of this attachment.
71	Attachment G – Value Added Plan • Attachment G indicates that a Respondent should describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics. Does this mean a Respondent is allowed to put the name of the customer?	Per the instructions on the form, any potentially identifiable information is to be left out of this attachment.
72	RFP p. 13 #B.1.2 describes the contract term renewals as: "By mutual consent of the parties hereto, it is intended that there shall be four (9) options to renew." Please clarify, are four or nine renewals available?	It is an option for 9 years to renew. This is a typo on our part and should be corrected in the final document.
73	Attachment C – Contract Schedule • Should Respondents provide multiple versions of milestone schedules if multiple options are offered? • Given that this is a one year contract, are Respondents supposed to answer in single year increments for the contract schedule and milestone schedule?	Attachment C has been removed from the form, any potentially identifiable information is to be left out of this attachment. Attachment C has been removed from the solicitation. Reference Question #7 on Amendment 12

VENDOR QUESTIONS	DOC RESPONSES per Amendment 3 dated 3/30/2018	UPDATED DOC RESPONSES 10-5-2018
74	<p>For the types of products we are looking at offering, a facility tour would be required to adequately bid the projects. Is it possible to delay the RFP due date to allow for site visits?</p> <p>Main Solicitation, Section E.3.1, page 19 Based on the YouTube video, we understand that this procurement is designed to allow Suppliers to propose a solution rather than the State giving specific requirements. For non incumbent Suppliers to determine installation costs and propose accurate pricing in good faith, however, detailed site surveys are necessary.</p> <p>a) We respectfully request the ability to conduct site surveys at all DOC sites, or if certain sites have similar or identical floorplans, surveys at representative sites.</p> <p>b) As part of those surveys, we also request the ability to ask written questions within one week of the date of the last survey.</p> <p>c) Due to the need for site surveys, we also request an extension to the due date for at least 3 weeks after the response to vendors' site survey related questions.</p>	
75	<p>• Would the DOC be willing to do a pre bid site visit/walkthrough to identify the number of video visitation units needed per site? If not, can the DOC provide a rough estimate to Respondents for the number of units required?</p>	<p>In order to provide additional facility specific information, ODOC will invite all interested vendors to attend a multi-day informational session that will cover specific details regarding each of the individual ODOC facilities. This 3 day session will take place in Oklahoma City on April 17-19th, 2018. Additional information regarding the session will be posted to the solicitation webpage, QA Wiki, and emailed to prospective vendors.</p> <p>No longer applicable.</p>
76	<p>Attachment F – Risk Assessment Plan</p>	
77	<p>• To accurately determine all risks associated with video visitation and/or in pod kiosks, would the DOC be willing to do a pre bid site visit/walkthrough to identify the number of video visitation units and/or in pod kiosks needed per site? If not, can the DOC provide a rough estimate to Respondents for the number of units required?</p>	



SECURUS
Technologies

Office of Management and Enterprise Services
ATTN: Lisa Bradley
5005 N. Lincoln Blvd.,
Ste. 200
Oklahoma City, OK 73105

RE: RFP 1310004219 - Clarification

Dear Ms. Bradley,

Thank you for the opportunity to provide clarification to the Securus response to RFP 1310004219.

Your request has been carefully considered. Our attached response is crafted to provide clarification to our original response and with consideration to the State's round of question and answers that provided further understanding of the item in question.

We look forward to providing any additional information, clarification or amplification of our response that you may require. Please don't hesitate to contact me or Steven Cadwell at scadwell@securustechnologies.com or 805-990-4634.

Sincerely,



Robert E. Pickens
Chief Executive Officer & President
4000 International Parkway
Carrollton, TX 75007
972-277-0300
BPickens@securustechnologies.com

ATTACHMENT

Request for Clarification

Securus:

In review of our evaluation, I am asking you to please provide clarification for the Project Costs for the Phone category (as marked below) per table narrative and RFP Section D.2 requirements below.

D.2. Description of Evaluation Criteria

- D.2.1. Cost Proposal – Respondent will perform the required services for a firm fixed price for the identified service for the term of the contract. The respondent must identify all potential services for the contract year and a fixed cost for each service identified. (Attachments B, B2, and B3)
 - D.2.1.1. For a cost to be acceptable during the contract periods, it must be stated on the attachments.
 - D.2.1.2. Attachment B2 and Attachment B3 are spreadsheets that accompanies Attachment B. Specific costs are to be entered on these spreadsheets and submitted along with Attachment B

ATTACHMENT B2

The tables below are to be utilized by bidders to briefly describe their proposed INMATE PHONE solution and all associated project costs, rates/charges, and other transaction fees. Bidders are to propose their lowest base rates and fees without any consideration for commission to ODOC. ODOC, at its discretion, may add a nominal commission to the base rates proposed by the bidder.

Description of the solution being proposed:	INMATE PHONE - Securus is proposing a full turn key inmate communications solution that provides inmates and staff easy accessibility to a variety of communication, intelligence, investigative, educational, informational, and correctional management tools and resources. The Securus ITS NextGen SCP system will include all hardware, software, and all other components and actions needed to facilitate the technology proposed by Securus. Securus will engineer, install, implement, manage, and maintain integrated technology solutions to ensure full interoperability between the proposed Securus NextGen SCP inmate calling system and OK DOC legacy systems that require integration. The proposed solution is a centralized, fully-hosted, digital call processing system that has been proven in the Corrections industry at the DOC level and requires no onsite storage equipment or hardware that must be rebooted or continually maintained. Securus will implement the proposed NextGen SCP as an enterprise solution that will be deployed statewide and managed as single platforms across all facilities. Securus will upgrade the NextGen SCP inmate calling platform as technology advances occur but not less than three times per year. The Securus NextGen SCP will facilitate the input of a six (6) digit Personal Identification Number (PIN) and will include Securus' exclusive voice identification biometric authentication which enables initial and continuous call biometrics prior to processing a call and during the call. Calls can be restricted to allowing an inmate to call phone numbers only on their Personal Allowed Numbers (PAN) list. The system will be configured to process millions of total OK DOC calls and minutes per year and will be able to scale as needed as the OK DOC call volume requires without adding additional onsite processing equipment. Inmate phones and other calling devices will be added in each facility to ensure maximum call quality and access to communications by inmates. All information generated by the Securus NextGen SCP will reside in the United States only at all times.		
Scale and scope of solution being proposed:	The proposed solution will provide a minimum of the same number of phones currently in use and will install additional phones as needed to expand		
Phone hardware & associated enclosures	2012 wall mounted <input type="checkbox"/> ceiling <input type="checkbox"/> cestral <input type="checkbox"/> outdoor <input type="checkbox"/> portable <input checked="" type="checkbox"/> other, explain <u>phones provided as needed and mandated by ODOC</u>		
PROJECT COSTS			
Project Cost Description	Rate	Unit	Additional Information/Clarification
Fiber networking or unusual wiring requirements	tbd	per	Project scope and costs will be identified and negotiated with ODOC
SERVICE OR PRODUCT RATES/CHARGES			
Rate/Charge Description	Rate	Unit	Additional Information/Clarification
Call Rates- U.S. Calls (interstate & intrastate)	\$ 0.1275	minute	Rate is same for all call types (collect, prepaid, debit, and single pay)
Call Rates-North American 10 digit dialing	\$ 0.1275	minute	Rate is same for all call types (collect, prepaid, debit, and single pay)

RE: Securus Clarification to Project Costs for the Phone category per table narrative and RFP Section D.2 as submitted by Securus.

Thank you for the opportunity to provide clarification to our proposal, specifically Section D.2, Project Costs Description.

Securus understands and agrees that under the terms of the solicitation it is Securus's responsibility to ensure it understands the scope of the project and clearly identify what we are delivering. Further, Securus understands and agrees that it is Securus's responsibility to manage and mitigate the risk of the project.

Securus carefully considered that it is in our best interest to identify any issues or concerns ahead of time during the pre-award phase and as such provided the original response. Securus was attempting to follow the solicitation rules that required respondents to minimize their risk by creating documentation that assists them to be proactive in mitigating risk. During the question and answer period, after initial submissions, the State has provided additional information that has addressed those risks.

The clarifications that the State provided included the following:

Amendment 3

Question #28:

Main Solicitation, Section C.3, page 15 □ To assist Suppliers in accurately capturing all costs associated with the system requested, will the State provide access to intra-facility copper and/or fiber optic cabling where (high bandwidth) services are required?

DOC Response:

The contractor will be allowed to re-use/utilize intra-facility copper that is currently available and in use by the current inmate phone provider. The contractor will be responsible for the installation and cost of any fiber optic cabling and bandwidth required to meet the terms of the contract. Should there be a need during the term of the contract for new locations, expansions, repair, or replacement of copper or fiber being utilized, it shall be the responsibility of the contractor.

Amendment 14

Question #4:

Is the state willing to give a minimum number of video visitation units required per facility to ensure bidder's prices are based on a minimum threshold that is acceptable to the state? With infrastructure costs having significant impact on the cost, some guidance is requested to help ensure vendors are bidding like solutions.

DOC Response:

Please refer to Attachment B-Revised.

It is expected that bidders are experts in the industry and are able to understand and identify the overall demands, needs, and associated costs utilizing the facility specific and other information that has been provided by ODOC.

SCOPE/SCALE OF THE BASE SOLUTIONS: The awarded contractor will be required to provide a sufficient number of correctional grade kiosk or kiosk-like units to ensure availability and access to the inmate population while minimizing operational and security concerns. The solutions provided by the contractor shall be designed to easily accommodate supplementary needs and changes (additional applications, equipment, etc.) resulting from future changes in population, facilities, or DOC rules and workflows. Proposals submitted by all bidders should consider and include all costs associated with these requirements.

It is for these reasons, Securus would like to provide clarification to our response.

Clarification Answer:

It has been determined that the "fiber networking and unusual wiring requirements" associated with the Securus proposed rate of "tbd" identified in the Securus response have been determined to be \$0.00. That is, Securus will cover all costs associated with the installation and operation of Securus products and services throughout the term of the contract.

The answer is intended to communicate to the State that there will be no additional charges or fees associated with the Securus proposal other than those identified specifically for products and services proposed and allowed by the State and/or associated with taxes and approved fees.

Attachment A - RFP Cover Page and Declaration

The Vendor must complete and submit this Attachment. This Attachment shall be the cover page for the Vendor's Proposal.

Request for Proposal	1310004219
RFP Name	Inmate Communication Systems

Vendors Name:	Securus Technologies, Inc.
Address:	4000 International Parkway
City:	Carrollton
State:	Texas
Zip Code:	75007
Point of Contact for this RFP:	Robert E. Pickens
Phone:	972-277-0300
Fax:	972-277-0514
Email:	bpickens@securustechnologies.com

ATTACHMENT B – PRICING

It is expected that bidders are experts in the industry and are able to understand and identify the overall demands, needs, and associated costs utilizing the facility specific and other information that has been provided by ODOC. This attachment provides an outline of the pricing structure for the solicitation and resulting contract. By responding to the solicitation, bidders agree to the pricing terms outlined below, and in Attachment B2 and Attachment B3.

BASE SOLUTIONS (Mandatory): The following solutions are to be provided as part of the bidder's base proposal/offer:

- inmate phones
- video visitation
- email messaging
- trust account deposit services
- inmate self-service applications
- inmate educational and informational content - For the purpose of the base proposal/offer, inmate educational and informational content shall mean inmate access to pre-loaded content via self-service kiosks, such as offender handbooks, facility specific information, educational resources, etc. For the purposes of completing Attachment B2, Inmate Educational and Informational Content is included on the Inmate Self-Service Application Tab. Bidders may also propose other types of inmate educational solutions as part of Value Added

SCOPE/SCALE OF THE BASE SOLUTIONS: The awarded contractor will be required to provide a sufficient number of correctional grade kiosk or kiosk-like units to ensure availability and access to the inmate population while minimizing operational and security concerns. The solutions provided by the contractor shall be designed to easily accommodate supplementary needs and changes (additional applications, equipment, etc.) resulting from future changes in population, facilities, or DOC rules and workflows. Proposals submitted by all bidders should consider and include all costs associated with these requirements.

PROJECT COSTS: The expectation is that all requirements and activities associated with the implementation and ongoing delivery of the base solutions will be at no cost to ODOC. However, if a bidder chooses to propose cost to ODOC in conjunction with the implementation or delivery of an individual base solution or the overall project, Attachment B2 and/or Attachment B3, as applicable, shall be used to propose these costs. Project costs DO NOT include:

- Costs associated with value added items
- Rates and fees charged to inmates and/or family and friends for transaction or account related services
- Access fees payable to ODOC by Contractor

RATES/CHARGES AND FEES: Rates/charges and fees are payable to the contractor by inmates and/or family and friends for transaction or account related services. Bidders' rates, fees, and charges associated with the base solutions are to be proposed using Attachment B2. Taxes and other fees mandated by governmental or quasi-governmental authorities will be pass through only and should not be included on Attachment B2. Rates/charges and fees proposed by bidders shall comply with any applicable state or

ATTACHMENT B – PRICING

federal regulatory limits and shall remain the same throughout the entire agreement period. Any rate or fee changes required by a state or federal regulatory authority during the term of the agreement shall entitle the parties to amend the contract to incorporate the required changes. During performance of the contract, no other fees besides those described above and proposed on Attachment B2 shall be allowed.

SITE ACCESS FEE: An annual site access fee is payable to ODOC by the contractor in equal monthly installments for access to the site and authorization to deliver the package of base solutions to the inmate population. The amount of the annual fee has been pre-determined as indicated below. Bidders must indicate their acceptance of the Site Access Fee requirement by initialing below.

Site Access Fee for Years 1 – 5: \$ 3,500,000/year
 Site Access Fee for Years 6-10: \$ 3,750,000/year

Bidder's Initials/Acceptance

BT
BT

VALUE ADDED SOLUTIONS (Preferred): The other solutions that were listed in the solicitation (staff education and informational content, and security, intelligence, and investigative systems and devices), as well as, any other additional or optional services that the bidder believes would benefit ODOC, are to be included in bidder's response as Value Added in accordance with and as indicated in Section D.2.2.5 and Attachment G. At a minimum, ODOC would like to see Value Added proposals offering solutions that aid in eliminating or reducing contraband cell phones and solutions that enhance data extraction, tracking, and analysis and, intelligence and investigative abilities. All costs associated with a bidder's proposed Value Added solutions shall be indicated on Attachment G.

Information for completing Attachment B2:

- * Attachment B2 is an Excel spreadsheet made up of individual tabs/worksheets for each of the base solutions. Bidders are to complete each tab for the identified base solution.

- * In the field labeled "**Description of the solution being proposed:**" bidders are to add narrative to provide a general description of the solution they are proposing.

- * In the field labeled "**Scale and scope of the solution being proposed:**" bidders are to add narrative to describe the scale and scope of the solution they are proposing. ODOC is not looking for exact or specific numbers of kiosks or related hardware, but more of an explanation of the understanding and commitment by the bidder to provide hardware, software, and services to the extent required to ensure reasonable inmate access to services and satisfy ODOC's logistical and security needs at each location (100% coverage).

- * In the field labeled "**Kiosk/kiosk-like hardware & associated enclosures:**" bidders are to indicate the types of kiosk/kiosk-like hardware and associated enclosures that will be provided as part of their delivery of the identified solution.

- * For "**Project Costs**", "**Service or Product Rates/Charges**", and "**Other Fees**" bidders are to use the fields provided to propose costs/pricing associated with the specified solution, as well as, sufficient information to explain and support their proposed cost/pricing.

- * If a field already contains ODOC entered narrative, the requirements indicated do apply. Bidders must not make changes to the narrative inserted by ODOC and are to insert their information immediately following the ODOC narrative.

- * Additional information/instructions are provided on each individual tab/worksheet.

- * Bidders are allowed to insert additional lines and utilize smaller readable font as needed within each worksheet to accommodate their proposal for each solution.

- * Bidders are not allowed to edit or change any of the written narrative, field headings, or overall table layout.

- * It is expected that costs, rates, and fees proposed by the bidder will remain fixed throughout the life of the contract.

The tables below are to be utilized by bidders to briefly describe their proposed INMATE PHONE solution and all associated project costs, rates/charges, and other transaction fees. Bidders are to propose their lowest base rates and fees without any consideration for commission to ODOC. ODOC, at its discretion, may add a nominal commission to the base rates proposed by the bidder.

<p>Description of the solution being proposed:</p>	<p>INMATE PHONE - Securus is proposing a full turnkey inmate communications solution that provides inmates and staff easy accessibility to a variety of communication, intelligence, investigative, educational, informational, and correctional management tools and resources. The Securus ITS NextGen SCP system will include all hardware, software, and all other components and actions needed to facilitate the technology proposed by Securus. Securus will engineer, install, implement, manage, and maintain integrated technology solutions to ensure full interoperability between the proposed Securus NextGen SCP inmate calling system and OK DOC legacy systems that require integration. The proposed solution is a centralized, fully-hosted, digital call processing system that has been proven in the Corrections industry at the DOC level and requires no onsite storage equipment or hardware that must be rebooted or continually maintained. Securus will implement the proposed NextGen SCP as an enterprise solution that will be deployed statewide and managed as single platforms across all facilities. Securus will upgrade the NextGen SCP inmate calling platform as technology advances occur but not less than three times per year. The Securus NextGen SCP will facilitate the input of a six (6) digit Personal Identification Number (PIN) and will include Securus' exclusive voice identification biometric authentication which enables initial and continuous call biometrics prior to processing a call and during the call. Calls can be restricted to allowing an inmate to call phone numbers only on their Personal Allowed Numbers (PAN) list although Securus does not recommend deployment of this option when the Securus Continuous Voice Identification is deployed as it represents an unnecessary administrative burden on staff. The system will be configured to process millions of total OK DOC calls and minutes per year and will be able to scale as needed as the OK DOC call volume requires without adding additional onsite processing equipment. Inmate phones and other calling devices will be added in each facility to ensure maximum call quality and access to communications by inmates. All information generated by the Securus NextGen SCP will reside in the United States only at all times.</p>			
<p>Scale and scope of solution being proposed:</p>	<p>The proposed solution will provide a minimum of the same number of phones currently in use and Securus will install additional phones as needed to expand. Securus proposes to include phones and phone services to ODOC inmates that are in private prisons using the same proposed NextGen SCP calling system to facilitate important investigative capabilities.</p>			
<p>Phone hardware & associated enclosures</p>	<p>2012 wall mounted ___pedestal ___outdoor ___portable ___X___other, explain phones provided as needed and mandated by ODOC</p>			
PROJECT COSTS				
<p>Project Cost Description</p>	<p>Fiber networking or unusual wiring requirements</p>	<p>Rate No cost to ODOC</p>	<p>Unit per</p>	<p>Additional Information/Clarification Securus will cover all costs associated with the installation and operation of this solution</p>
SERVICE OR PRODUCT RATES/CHARGES				
<p>Rate/Charge Description</p>	<p>Call Rates- U.S. Calls (interstate & intrastate)</p>	<p>Rate \$ 0.1275</p>	<p>Unit minute</p>	<p>Additional Information/Clarification Rate is same for all call types (collect, prepaid, debit, and single pay)</p>
<p>Call Rates-North American 10 digit dialing</p>		<p>\$ 0.1275</p>	<p>minute</p>	<p>Rate is same for all call types (collect, prepaid, debit, and single pay)</p>

For each of the fee types identified below, ODOC has established a maximum fee allowed. Bidders' are to propose their fee, not to exceed the maximum fee established, by completing the "Fee" column. If there are proposed transaction/account fees other than those identified below that are associated with the INMATE PHONE solution, specify by adding additional lines to the table. Taxes and other fees mandated by governmental or quasi-governmental authorities will be pass through only and should not be listed below. During performance of the contract, no other fees other than those listed below shall be allowed.

OTHER FEES					
Fee Description	Max Fee	Fee	Unit	Additional Information/Clarification	
Deposit via IVR phone/internet w/ credit/debit card	\$3.00	\$3.00	deposit	Securus always offers a no fee method of funding accounts	
Deposit via live operator w/ credit/debit card	\$5.95	\$5.95	deposit	Securus always offers a no fee method of funding accounts	
Deposit via mail	\$0.00	\$0.00	n/a	Securus always offers a no fee method of funding accounts	
Deposit via 3rd party money transmitter	\$5.95	\$5.95	deposit	Securus always offers a no fee method of funding accounts	
Fee for paper statement/bill	\$2.00	\$2.00	use	Securus always offers a no fee method of funding accounts	
Single pay connect fee	\$1.50	\$1.50	use	Fee is for connection only, per minute rate will be same as above	
Account set-up, cancellation, refund, monthly fees	\$0.00	\$0.00	n/a	n/a	

The tables below are to be utilized by bidders to briefly describe their proposed INMATE VIDEO VISITATION solution and all associated project costs, rates/charges and other transaction fees. Bidders are to propose their lowest base rates and fees without any consideration for commission to ODOC. ODOC, at its discretion, may add a nominal commission to the base rate proposed by the bidder.

<p>Description of the solution being proposed:</p>	<p>INMATE VIDEO VISITATION - Securus proposes to engineer, furnish, install, implement, manage, and maintain the Securus fully-hosted, remote and onsite Securus Video Visitation (SVV) system. Securus Video Visitation is a web-based visitation system that allows family, friends, attorneys and other approved visitors to schedule and participate in video visitation sessions with an inmate from a smartphone, tablet or computer with a web camera. The Securus system offers both onsite and at home video visitation. At home video visitation allows friends and family members to securely communicate with incarcerated friends, family members or clients from your home, office, or anywhere equipped with a PC, internet access, and webcam. In addition to being able to schedule your visit in advance, "At-Home" video visitation also enables you to visit with your incarcerated loved one from home or anywhere else with a computer, webcam, and internet access. "Onsite" video visitation is similar to standard through-the-glass visitation except that friends and family members will travel to the facility and visit with the inmate using a touchscreen visitation terminal located at the correctional facility's visitation center. The benefit of Onsite video visitation is that you can schedule your visit online in advance which may reduce your waiting time and allow you to visit when it's convenient for you.</p>			
<p>Scale and scope of solution being proposed:</p>	<p>Securus proposes to provide the Securus fully-hosted video visitation solution with capabilities to provide both onsite and remote visitation capabilities at all OK DOC facilities that will be able to connect to any friends and family members at any location that has the required hardware and software configurations. The exact OK DOC prisons that elect to offer onsite and/or remote visitation capabilities to be mutually agreed between Securus and the OK DOC based on OK DOC policy and visitation rules. OK ODOC shall determine the schedules for video visitation for each OK DOC prison.</p>			
<p>Kiosk/kiosk-like hardware & associated enclosures</p>	<p>559 wall mounted ___pedestal ___outdoor ___portable ___X_other, explain Securus will install sufficient kiosks, pedestals and other customized units sufficient to ensure noncompromising inmate environment and upon approval of ODOC</p>	<p>Rate</p>	<p>Unit</p>	<p>Additional Information/Clarification</p>
<p>Accessibility to electrical source</p>	<p>No cost to ODOC*</p>	<p>*ODOC may be asked to provide access to AC power at each kiosk at ODOC, if POE is not available</p>		
<p align="center">PROJECT COSTS</p>				
<p align="center">SERVICE OR PRODUCT RATES/CHARGES</p>				
<p>Rate/Charge Description</p> <p>Per 20-minute video visitation session between inmate and friends and family.</p>	<p>Rate</p> <p>\$5.95</p>	<p>Unit</p> <p>20-min. session</p>	<p>Additional Information/Clarification</p> <p>each 20-minute session</p>	

If there are proposed transaction/account fees associated with the INMATE VIDEO VISITATION solution, specify using the table below. Taxes and other fees mandated by governmental or quasi-governmental authorities will be pass through only and should not be listed. During performance of the contract, no other fees other than those listed below shall be allowed.

OTHER FEES			
Fee Description	Fee	Unit	Additional Information/Clarification
Deposit via IVR phone/internet w/credit/debit card	\$3.00	Per funding	Securus always offers a no fee method of funding accounts
Deposit via live operator w/credit/debit card	\$5.95	Per funding	Securus always offers a no fee method of funding accounts

The tables below are to be utilized by bidders to briefly describe their proposed INMATE EMAIL solution and all associated project costs, rates/charges and other transaction fees. Bidders are to propose their lowest base rates and fees without any consideration for commission to ODOC. ODOC, at its discretion, may add a nominal commission to the base rate proposed by the bidder.

<p>Description of the solution being proposed:</p>	<p>INMATE EMAIL - Securus inmate email or eMessaging, is a two-way, corrections-grade email hosted system, currently serving over 200,000 inmates; that will enable paperless written communication between family and friends and inmates. The platform is accessed by the facility via their login to SCP where all activities associated with eMessaging are managed. Inmates access their eMessaging inbox from ConnectUs XL kiosks and sPhone XL terminals and Securus MP3 player using their security PIN. Family and friends access the Securus eMessaging system from the Securus mobile app, Securus Online (www.securustech.net) on a desktop PC or through a mobile optimized web view on mobile phones and tablets. No public email client is used to send and receive eMessages. Facilities can create a word watch list that will mark and identify watch list words and phrases for further assessment and investigation. If watch words are detected they are easily identified and highlighted. eMessages can be auto approved and forwarded to the inmate if no words are detected from the watch list and no photos are attached. Facility also has the option to approve all messages. If the message is a clear violation of facility policy or includes watch words it can be rejected and not forwarded to the intended recipient. If the message is rejected a rejection notification is sent to the sender (family/friend or inmate) using a list of common reasons and can also include specific message to sender. Family and friends will access eMessaging on www.securustech.net or the Securus Mobile app for Android. The Apple app will be enhanced later this year to support eMessaging. eMessaging is paid for by the public and each message can contain up to 4,000 characters. No new equipment is needed by the facility to use the eMessaging facility system. An existing PC and internet connection is all that is required for staff to view, monitor and manage eMessages. The eMessaging facility system is accessed through a seamless single sign on through SCP UI once the new 'eMessaging' option under 'Tools' is selected. The facility maintains control of the public and inmates content and what's permitted in inbound and outbound communications using the eMessaging facility system. Features such as word watch list, inmate watch list, sender watch list, photos, automated screening, inmate suspension, message history, search, rejection reason and rejection notification are all standard features on the proposed Securus eMessaging system.</p>
<p>Scale and scope of solution being proposed:</p>	<p>Securus inmate eMessaging is available to all inmates at all locations and to all friends and family members unless facility restrictions based on OK DOC policies have been enacted that prevent the service from being provided at a specific facility. The Securus eMessaging service will be configured to accommodate any inbound and outbound email volume that is consistent with and approved by the OK DOC email policies and will initially be able to process at least 11,500 inbound email volume that has been processed in the last 12 months by the current system.</p>
<p>Kiosk/kiosk-like hardware & associated enclosures</p>	<p>___ wall mounted ___pedestal ___outdoor ___portable ___X_other, explain email is provided via multifunctional kiosk and/or MP3 devices</p>
<p>PROJECT COSTS</p>	

Project Cost Description	Rate	Unit	Additional Information/Clarification
	No cost to ODOC		Proposed video visitation are integrated multifunctional devices and include both email, VRS and video visitation and other functions including telephone calling

ODOC is requesting that bidders use a "per message" unit of measure for all email messaging rates being proposed. For each rate proposed, bidders should include any limitations or other factors that apply in the additional Information/Clarification column.

SERVICE OR PRODUCT RATES/CHARGES			
Rate/Charge Description	Rate	Unit	Additional Information/Clarification
Per email message (including attachments)	\$0.25	per msg	Inbound or outbound message at ODOC discretion
Video Gram	\$0.75	per msg	Inbound only
Snap and Send	\$0.25	per msg	Inbound only

If there are proposed transaction/account fees associated with the INMATE EMAIL solution, specify using the table below. Taxes and other fees mandated by governmental or quasi-governmental authorities will be pass through only and should not be listed. During performance of the contract, no other fees other than those listed below shall be allowed.

OTHER FEES		
Fee Description	Fee	Unit
Electronic Greetings cards	\$0.25	per card

The tables below are to be utilized by bidders to briefly describe their proposed INMATE TRUST ACCOUNT DEPOSIT solution and all associated project costs, rates/charges and other transaction fees. Bidders are to propose their lowest base rates and fees without any consideration for commission to ODOC. ODOC, at its discretion, may add a nominal commission to the base rate proposed by the bidder.

<p>Description of the solution being proposed:</p>	<p>INMATE TRUST ACCOUNT DEPOSIT - Securus will continue to process deposits to inmates trust account through the current Securus/Jpay money transfer process into the OK DOC OBS inmate banking system. Deposits are accepted online with a credit or debit card at www.jpay.com, by sending money anywhere anytime through the JPay mobile app, by speaking with a live agent 24x7, by cash through CVS and Walmart locations throughout the country or by money orders payable to the JPay P.O. box location. Securus makes sure that the money transfer process is as seamless as possible, both for friend and family and for the inmate. Whether funding a commissary or 'spendable' inmate trust account or a dedicated purpose account, the inmate will be able to access that money quickly. Recurring payments are available, and friends and family can send money to multiple inmates where permitted. Importantly, money transfer activity is tracked and analyzed through the Securus THREADS pattern-analysis software and when actionable intelligence is discovered that is consistent with the OK DOC investigators requirements, intelligence will be provided to the OK DOC Investigators at the Director of the OK DOC Executive Staff.</p>		
<p>Scale and scope of solution being proposed:</p>	<p>Securus/Jpay is currently processing over 175,000 money transfer transactions per year for the Oklahoma DOC. Securus will continue to process this volume and offer additional services and incentives to better serve the ODOC friends and family members. Securus will be the exclusive provider of ODOC money transfer services for friends and family members for the life of the contract.</p>		
<p>Kiosk/kiosk-like hardware & associated enclosures</p>	<p>___ wall mounted <input checked="" type="checkbox"/>_pedestal ___ outdoor ___portable ___ other, explain ___</p>		
PROJECT COSTS			
Project Cost Description	Rate	Unit	Additional Information/Clarification
	No cost to ODOC		No additional project costs are anticipated based on current requirements

ODOC has pre-determined dollar amount ranges for each type of deposit mechanism. For each rate proposed, bidders should include any limitations or other factors that apply in the additional Information/Clarification column.

SERVICE OR PRODUCT RATES/CHARGES			
Rate/Charge Description	Rate	Unit	Additional Information/Clarification
<i>Deposit via Internet</i>			
<i>Up to \$20</i>	\$2.95	per paymnt	Visa/Mastercard/Discover

\$20.01 to \$100.00	\$6.95	per paymnt	Visa/Mastercard/Discover
\$100.01 to \$200.00	\$7.95	per paymnt	Visa/Mastercard/Discover
\$200.01 to \$300.00	\$9.95	per paymnt	Visa/Mastercard/Discover
<i>Deposit via Phone</i>			
<i>Up to \$20</i>	\$2.95	per paymnt	Visa/Mastercard/Discover
<i>\$20.01 to \$100.00</i>	\$6.95	per paymnt	Visa/Mastercard/Discover
<i>\$100.01 to \$200.00</i>	\$7.95	per paymnt	Visa/Mastercard/Discover
<i>\$200.01 to \$300.00</i>	\$9.95	per paymnt	Visa/Mastercard/Discover
<i>Deposit via Kiosk</i>			
<i>Up to \$20</i>	\$3.00	per paymnt	Visa/Mastercard/Discover
<i>\$20.01 to \$100.00</i>	\$3.00	per paymnt	Visa/Mastercard/Discover
<i>\$100.01 to \$200.00</i>	\$3.00	per paymnt	Visa/Mastercard/Discover
<i>\$200.01 to \$300.00</i>	\$3.00	per paymnt	Visa/Mastercard/Discover
<i>Deposit via Mail/Lockbox</i>			
<i>Up to \$20</i>	NC	per paymnt	Processed at JPay and records retained
<i>\$20.01 to \$100.00</i>	NC	per paymnt	Processed at JPay and records retained

The tables below are to be utilized by bidders to briefly describe their proposed INMATE MP3/4 PLAYERS AND MUSIC DOWNLOADS/STREAMING solution and all associated project costs, rates/charges and other transaction fees. Bidders are to propose their lowest base rates and fees without consideration of ODOC's markup. ODOC will add a percentage markup to the base rates proposed by the bidder upon award of the contract.

Description of the solution being proposed:	<p>INMATE MP3/4 PLAYERS AND MUSIC DOWNLOADS/STREAMING Securis proposes to provide inmates access to music downloads/streaming through the Securis MP3 device which is a low cost inmate purchased device featuring a five (5) inch display and offers music, free streaming radio, and eMessaging services as described above. Incarcerated individuals are also provided with educational and self-help opportunities that allow them to prepare for success in the future. Using a Personal Securis MP3 device allows the user to purchase and use premium media content including the latest releases in Music. Audio Podcasts are available, in addition to music content that can be downloaded to the Securis device. Inmates will be provided access to the Securis Media Store based upon ODOC policy and content availability.</p>
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Scale and scope of solution being proposed: Securis proposes to provide Securis MP3 devices as described below, to any and all inmates, at any and all facilities; wishing to access the content and educational and training functions available on the device(s). Terms and conditions to be mutually agreed between Securis and the OK DOC. OK DOC has opted to deploy a non-Wi-Fi streaming model, which limits Securis' ability to deliver streaming content. However, Securis is willing to deploy secure Wi-Fi at the request of the ODOC during the life of contract.

Kiosk/kiosk-like hardware & associated enclosures	<p>___wall mounted ___pedestal ___outdoor ___portable ___X_other, explain Music is provided via kiosk and/or device. Securis will work with the ODOC to deliver music to inmates using the most efficient and effective kiosk or device consistent with ODOC policy. All content downloaded via synching to music content distribution device.</p>		
PROJECT COSTS			
Project Cost Description	Rate	Unit	Additional Information/Clarification
No cost to ODOC			No additional project cost are anticipated for the deployment of music

Rates proposed should include all essentials of the solution including devices, accessories, music, etc. For music, ODOC would like for bidders to provide rate options for both music downloads and music subscription/streaming services. Bidders should include any package limitations or other factors that apply in the additional information/clarification column.

SERVICE OR PRODUCT RATES/CHARGES		
Rate/Charge Description	Rate	Unit
		Additional Information/Clarification

MP3/4 Basic Player

Free-\$59.95

Per player

Securus will provide up to 2300 free Securus MP3 players for those inmates who have been approved by the ODOC to receive a free Securus MP3 player. This offer is being provided to facilitate the orderly transition from the current inmate MP3 player to the Securus inmate MP3 player. This offering will expire on the first anniversary date of the Securus contract and no further free Securus MP3 Players will be offered. In addition to the free MP3 player, each DOC approved inmate transitioning from the current inmate MP3 player to the Securus inmate MP3 player will receive an immediate \$50.00 credit towards music downloads. All previously purchased music on the inmate's current MP3 player will be lost during the transition.

Music purchase download

\$1.65

Each music request

Music will be provided through Securus' Media Store, changes periodically, and will be provided per ODOC policy.

If there are proposed transaction/account fees associated with the INMATE MP3/4 PLAYERS AND MUSIC DOWNLOADS/STREAMING solution, specify using the table below. Taxes and other fees mandated by governmental or quasi-governmental authorities will be pass through only and should not be listed. During performance of the contract, no other fees other than those listed below shall be allowed.

OTHER FEES		
Fee Description	Fee	Unit
Headphones	\$4.99	per unit
Additional Information/Clarification		
Each MP3 will come with a headphone, additional requests at the quoted rate		

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The tables below are to be utilized by bidders to briefly describe their proposed INMATE KIOSK SELF SERVICE APPLICATIONS and all associated project costs, rates/charges and other transaction fees.

<p>Description of the solution being proposed:</p>	<p>OTHER KIOSK SELF SERVICE APPLICATIONS Securus proposes the ConnectUs multimedia communication software platform which hosts and connects inmates to everything they need. ConnectUs is the only platform a facility needs to provide inmates all communication services and local applications. ConnectUs has an easy to use touch screen user interface. ConnectUs is secure, and designed for use in prison common areas. ConnectUs is the most robust and feature rich inmate platform in the market allowing inmates access to an unlimited set of applications as designated by each correctional facility. Not only does this new platform allow inmates access to features and services never available before, the platform also fully governs what is available to inmates and when. This ensures that correctional facilities have full control over the content that inmates can access. ConnectUs provides many other beneficial applications to automate facility processes and streamline communications. Examples of those other applications are the Inmate Forms and Grievance App, Inmate Telephone App, Video Visitation App, Inmate Videos App, Inmate Handbook App, Inmate Documents App, Commissary Ordering App, Job Search App, Law Library App, Sick Call App, Emergency Call App, PREA App, Medical Scheduling App and etc....the possibilities are limitless. ConnectUs is highly adaptable. Each facility customizes the services and applications they want and schedules when services are available for inmate access. ConnectUs is future-ready. New services and applications can be rapidly added as they become available from Securus and its partners.</p>		
<p>Scale and scope of solution being proposed:</p>	<p>Securus proposes to install ConnectUs multimedia communications software platform on all Securus kiosks and devices utilized throughout the OK DOC facilities. The ConnectUs platform enables content from Securus and other approved sources in the form of applications that will be installed and functional on the Securus provided ConnectUs kiosks and devices. . The scope of the applications enabled will include corrections applications designed to easily accommodate supplementary needs and changes (additional applications, equipment, etc.) resulting from future changes in population, facilities, or DOC rules and workflows. The Securus OK DOC Account Team will work with the OK DOC over the course of the contract to develop and deploy both Securus standard and OK DOC unique applications that will facilitate inmate access to pre-loaded content via self-service kiosks, such as offender handbooks, facility specific information, staff and inmate educational resources, etc.</p>		
<p>Kiosk/kiosk-like hardware & associated enclosures</p>	<p>___X___ wall mounted ___pedestal___ outdoor ___X___portable ___other, explain___</p>		
<p>PROJECT COSTS</p>			
<p>Project Cost Description</p>	<p>Rate</p>	<p>Unit</p>	<p>Additional Information/Clarification</p>
<p>Unusual or unique power requirements.</p>	<p>No cost to ODOC</p>		<p>Kiosks are POE so AC power is not anticipated.</p>

ODOC has pre-determined some of the applications that we would like to have available to inmates via self service kiosks. The expectation is that transactions in each of these applications would be at no cost to the inmate. Bidders must indicate that they are able to provide the listed applications by completing the table, whether the rate is "0.00" or more. Bidders are also encouraged to add any additional applications they are offering. For each application confirmed or proposed, bidders should include any limitations or other factors that apply in the additional Information/Clarification column.

SERVICE OR PRODUCT RATES/CHARGES			
Rate/Charge Description	Rate	Unit	Additional Information/Clarification
<i>Trust Account Balance Inquiry and Disbursement Requests</i>	\$0.00	per inquiry	No charge is required as long as application has been provided by Securus or pre-approved to conform to Securus security and operational standards
<i>Canteen Balance Inquiry and Ordering</i>	\$0.00	per inquiry	No charge is required as long as application has been provided by Securus or pre-approved to conform to Securus security and operational standards
<i>Inmate Request to Staff</i>	\$0.00	per inquiry	No charge is required as long as application has been provided by Securus or pre-approved to conform to Securus security and operational standards
<i>Inmate Grievances</i>	\$0.00	per inquiry	No charge is required as long as application has been provided by Securus or pre-approved to conform to Securus security and operational standards
<i>Medical Requests</i>	\$0.00	per inquiry	No charge is required as long as application has been provided by Securus or pre-approved to conform to Securus security and operational standards
<i>Informational/Educational Content</i>	\$0.00	per inquiry	No charge is required as long as application has been provided by Securus or pre-approved to conform to Securus security and operational standards
GED Prep Education	\$12.95	per student	Some prep services are offered at no charge
Law Library Access	N/C		Using ODOC current Law Library content and license
e-Books	\$14.99	per book	Some titles are offered at no charge

If there are proposed transaction/account fees associated with the INMATE KIOSK SELF-SERVICE APPLICATIONS solution, specify using the table below. Taxes and other fees mandated by governmental or quasi-governmental authorities will be pass through only and should not be listed. During performance of the contract, no other fees other than those listed below shall be allowed.

OTHER FEES		
Fee Description	Fee	Unit

Securus offers additional re-entry and additional services content that can be provided on kiosks. Securus partners with third party providers that meet stringent Securus security and accessibility requirements.			Content can be provided on a per-use or per-minute basis depending on the content. Provided upon approval of the ODOC.

Attachment E

Level of Expertise Plan

This template should be used. The Level of Expertise Plan should identify the Respondent's capability to meet the project's requirements with a plan that meets time and cost goals. The capability claims should be prioritized (list the most important claims first). The Respondent may add or delete Level of Expertise Claim table templates, but do not exceed the 2-page limit for this section. Do NOT include any identifying information in your Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Level of Expertise #1 Claim: Established Vendor has extensive experience connecting inmates to family and friends through telephone calls and video visitation.

Documented Performance: Company connects more than a million inmate calls per day. Since 1986, it has provided inmate telephone service to the correctional industry and currently covers over 2,600 facilities nationwide and 1,151,091 inmates (as of 9/1/18), including direct or indirect service to 16 DOCs. In 2017, over 8,000 of our inmate video visitation kiosks connected 2.4 million sessions to home computers or mobile devices (iOS or Android). We have a dedicated Sales and Account Management team of more than 70 experienced professionals, and we've reinvested more than \$700 million dollars over the last five years to better serve our clients.

Level of Expertise #2 Claim: Vendor reliably serves all correctional facilities on a single, hosted, web-based call platform that is constantly monitored and regularly updated.

Documented Performance: Call platform transmits encrypted digital voice/data using Internet Protocol through redundant dual data centers that processed over 682 million inmate call attempts (over 380 million connections) last year. System monitored 24x7x365 by experienced technicians in headquartered operations center that maintains a 99.9% network availability status past two years including weekly network patches and quarterly upgrades for past 12 years.

Level of Expertise #3 Claim: Call platform includes highly advanced investigative tools and forensic capabilities.

Documented Performance: Call platform with over 800 features includes investigative data analytics tools, cell-phone location service, voice biometrics; call monitoring, fraud controls, drone detection services, and contraband cell phone detection services. Automatic upload of call and other data processed through data analytics engine allowed investigators to generate more than 48,000 communication behavior/calling pattern reports in past year to link inmates with common outside target groups or individuals. A post-call analysis tool (active at 1,170 agencies) automatically alerts investigators of inmate-to-inmate communications through detected three-way calls that generated 89,320 reports in 2017.

Level of Expertise #4 Claim: Vendor offers a variety of walk-up and online funding options for inmate accounts.

Documented Performance: Vendor administered 11.2 million money transfers in 2017 totaling over \$842 million including 26 DOCs with ADP of over 870,000. Channels of transfer include: online, mobile app (Android & iOS), Money Gram, money orders, phone IVR and headquartered Customer Service Representatives, and lobby kiosks. One Midwestern DOC averages about 18,000 money transfers (\$1.2 million) per month. Call platform's speech recognition interactive voice response system accepted over 177,000 automated funding transactions in 2017. Vendor issued over 123,000 Release Cards in 2017, including from 15 DOCs. Vendor has 18 point-of-sale funding options, including four exclusive options.

Level of Expertise #5 Claim: Vendor provides a Learning Management System (LMS) and reentry support for inmates prior to leaving incarceration.

Documented Performance: Vendor provides inmates and staff with multiple accredited educational resources, such as LMS, through our mobile device program for GED prep, college credits and personal development with over four million course files downloaded and 42,000 college credits earned last year in partnership with a University. Other device self-help programs include mental health, religious, and self-help podcasts to assist their transition into the community. A law library app provides required legal information and a daily-updated job-search app allows inmates to apply for jobs nationwide (even for their family) before entry back into the community. Vendor has partnered with a non-profit organization to provide reentry specialists to coordinate outside government and community-based services with inmates leaving incarceration.

Level of Expertise #6 Claim: Vendor provides award-winning customer service from US-based call center.

Documented Performance: Vendor's in-sourced 150-seat call center has won multiple Stevie Awards for customer service including 2017 statistics for Customer Satisfaction Survey Score (4.4 of 5), First Call Resolution Score (88% of 100), and Customer Loyalty Net Promoter Score (84% of 100). Company maintains an "A+" Better Business Bureau rating. In addition to live agent access, vendor also offers online help features and "chat" service, plus phone interactive voice response service – all available 24x7x365.

Level of Expertise #7 Claim: Vendor provides video visitation, Video Relay Services (VRS), and other ADA-compliant services for inmates to connect with family and friends.

Documented Performance: In addition to phone and video visitation communication, Vendor provides a monitored email service that delivered 69 million messages and over 16 million photos to inmates in 2017, in addition to e-cards and 30-second video messages. In addition to traditional TTD/TTY service for hearing-impaired inmates (in 2017, Vendor's 2,397 TTD/TTY phones completed 54,033 calls). Vendor's communication platform has the corrections industry's first ADA compliant integrated VRS that retains investigative and call controls. We provide fully integrated Video Relay Service for hearing impaired inmates.

Level of Expertise #8 Claim: Vendor's products and services reduce staff workload and allow inmates to access services, facility information, forms, and entertainment electronically.

Documented Performance: Both inmates and their outside connections can call Vendor's Interactive Voice Response (IVR) to receive information that up to 90% of the time is traditionally answered by staff. Inmate portal on kiosk or mobile device allows inmates to access and process facility forms (such as grievance or medical), review facility handbook, order from the commissary, review facility videos and bulletins, and even make a phone call. Devices (easily controlled by officers' wireless devices) allow inmates access to educational material, free streaming radio channels, free books and audio books (plus over 30,000 titles for purchase), religious programming, podcasts, free games and games for purchase (almost 700), plus millions of (facility approved) songs for download purchase.

Level of Expertise #9 Claim: Vendor's program delivery and communications devices are widely deployed in the US corrections industry. Vendor has large and experienced security response team in place to support the needs of correctional agencies.

Documented Performance: Vendor employs over 225 software engineers, 11 security specialists with more than 1200 total years' experience to serve more than 3,450 public safety, law enforcement, and corrections agencies in 48 states across North America.

Attachment F Risk Assessment Plan

This template should be used. The Risk Assessment Plan should address the risks that the Respondent does NOT control. The risks should be prioritized (list the greatest risks first). The Respondent may add or delete Risk table templates, but do not exceed the 2-page limit for this section. Do NOT include any identifying information in the Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Risk #1:	Description	Installation delays or service disruption caused by third party communications providers
Risk Impact / Why is this a Risk?		Like all inmate communications providers, we rely on other companies to provide the communications circuits necessary to transport inmate calls between the correctional facilities we serve and our network. Examples of these providers include AT&T, Verizon, and Time Warner. Installation delays or service disruptions of our services sometimes occur because these third party providers, for various reasons beyond our control, do not meet their expected installation times or service levels. This is particularly the case when a new line (the so-called "last mile") needs to be installed to a facility, where issues that delay construction cannot always be predicted in advance (unexpected obstructions, easement issues, etc.)
Solution:		We have been in the inmate communications business for many years and have vast experience working with third party communications companies. If an installation or service delay due to services provided by these companies occur, or we learn they may occur, we will immediately escalate the issue to our liaisons at these companies to resolve the issue as soon as possible. We will also keep the ODOC informed of resolution status.
Documented Performance:		Implementation Services turn up over 300 new circuits a year through new business or through telecom network re-evaluations of performance. Our relationships with the vendors have provided the means for expedited requests to be delivered sooner than targeted 80% of the time. The improved delivery time frame has supported commitments to eliminate delays.
Risk #2:	Description	Delays in integrating data feeds from the ODOC offender management system and/or commissary providers
Risk Impact / Why is this a Risk?		The timing of our ability to integrate the data feeds of the existing ODOC offender management system and commissary providers into our company's systems will be dependent on their level of cooperation as well as requirements unique to their systems. We cannot determine exactly what custom software configurations or other non-standard solutions will be required, or the exact timing of the completion of the integration of these data feeds, until we begin working with these providers after award of the contract.
Solution:		We have a dedicated integration department that integrates various systems and products in the corrections environment. This department allows our company to deliver fast and flexible integration of third party data feeds into our systems. An integration team will be established for ODOC. Among other things, this team will maintain a project integration log to build the design of the integration, and follow through of the project checklist for testing and quality assurance of integration between our company and the JMS and commissary providers. We will keep ODOC apprised of the status of the integrations at all times.
Documented Performance:		We have successfully integrated our systems into hundreds of facility-owned systems, JMS, OMS, commissary, banking, and kiosk systems across the country, including those of over 150 JMS and commissary providers. We implement within our Service Level Agreement of 60 days 85% of the time with all project integration vendors.
Risk	Description	Installation delays and service disruptions caused by severe weather or other "force majeure"

#3:	events
Risk Impact / Why is this a Risk?	Severe storms, tornados, earthquakes, and other natural disasters ("force majeure") can cause physical outages and service delays. This is especially true when the disaster occurs over a wide area and strains resources.
Solution:	We have a mandatory disaster recovery program that addresses "what if" scenarios and details required actions and timelines in the event of disasters. This program includes the first responders that will be used and backup plans for multiple scenarios. We will customize a plan for ODOC in the event we are awarded the contract. Among other things, this plan will document contact information for us and ODOC personnel, as well as necessary third parties such as first responders, to ensure immediate communication and coordination of efforts. In coordination with ODOC personnel and necessary third parties, we will conduct rehearsals in consultation with ODOC staff to ensure the plan is executed properly if a disaster occurs.
Documented Performance:	In the most recent years, correctional facilities have experience the need to evacuate their location for a hurricane. We have been able to support effective changes to calling requirements within minutes to allow for calling family for notifications of site transfers. Also, we have supported the need for additional phones to be installed within 24 hours of site request. Monitoring upcoming events becomes all hands on for pre-storm support as well as immediate support post road access to dispatch to facilities. Our proven support to the Agencies in this manner has proven results of low disruption and inmate support.
Risk Description #4:	Delays related to facility access/power issues
Risk Impact / Why is this a Risk?	On occasion we experience some service downtime, delay in installing services, or delay in maintaining our services because of issues related to facility access and power issues that are beyond our control, such as lack of escort availability, waiting for keys, facility power outages, and facility operational issues (shift changes, meal time, etc.).
Solution:	We will make every effort to work with ODOC staff to minimize these delays, such as providing 24-hour advanced notice whenever access to a facility is needed, and coordinating with facility personnel in advance so there is no misunderstanding of what will be needed when we arrive (rooms that need to be accessed, times when we will arrive, etc.). We also maintain a "risk mitigation log" for all pre-site turn-up installations to help us anticipate potential issues in advance of arrival.
Documented Performance:	We track pre-site turn-up performance times on the "risk mitigation logs" referenced above and post turn-up performance times on our customer service ticket tracking system. These systems show we experienced delays related to facility access/power issues occasionally but, when they occur, we are normally are able to complete installation within 1 to 5 additional days.
Risk Description #5:	Security risks associated with device, data and network breaches can cause serious compromises to the safety and security of DOC facilities and data.
Risk Impact / Why is this a Risk?	Data, device and/or network breaches can put DOC information at risk and expose information that compromises safety of individuals and facilities.
Solution:	Vendor to provide the most experience and tested security platform available in the industry backed up by experienced security experts that are deployed immediately if there is a compromise. Response and experience is the key to immediate response and limiting exposure and maintaining security.
Documented Performance:	Vendor serves thousands of public safety, law enforcement, and corrections agencies in nearly every state in the nation, providing tens of thousands of inmate phones. These agencies are supported by highly trained and certified security experts, with security response teams throughout the US.

Approved Services: Securus agrees to install a total of eight (8) Wireless Containment Systems (WCS) managed access solutions in the initial eight (8) years of the contract. First site to be installed at Oklahoma State Penitentiary and will be completed within first 12 months of contract, or sooner.

Securus and ODOC will work together to install WCS. ODOC will (1) provide requisite staff to escort technicians; (2) provide a secure climate controlled space for WCS equipment and electrical; (3) make unused existing ODOC fiber and other cabling available for use in connection with the WCS installation; and (4) reimburse repair or replacement costs necessitated by misuse, destruction, damage, or vandalism caused by ODOC staff or inmates to any WCS equipment. In such event, Securus may recoup the cost of such repair or replacement through either an annual payment deduction or direct invoicing. ODOC agrees to promptly notify Securus in writing after discovering any misuse of or destruction, damage, or vandalism to the WCS equipment. ODOC will not be responsible for costs related to normal wear and tear or damages caused by Securus representatives, weather, fire, power surges, electrical outages (unless fire, power surges, and/or electrical outages are a direct result of vandalism by ODOC staff or inmates) or natural disasters.

Securus proposes that Securus and ODOC review the WCS installation at the completion of the initial site and mutually agree to terms to install an additional seven (7) sites to complete the requested eight (8) sites.

All Securus Wireless Containment Systems (WCS) managed access systems and other Securus alternative installed technology solutions are to be maintained with current evolving technology throughout the life of the contract, but will not include the capability to monitor or record inmate conversations nor end phone calls without proper regulatory or legal authority.

Within the first 4 months of each subsequent renewal period, during years 2-8 of the contract, Securus will provide a proposal for a WCS system, including an installation timeline that details installation of at least one additional WCS system by the end of each year, or other technology solution that is equal in value to the estimated installation cost of a complete WCS (est. \$1,450,000). Each year by April 1st, Securus will provide ODOC with information regarding technology options that will pertain to the following calendar year. It shall be exclusively at ODOC's discretion as to which technology is provided during each of the year 2-8 periods providing that the technology selected is an approved Securus technology and is fully supported by Securus and its personnel, with consideration given to availability of new technology, information provided by Securus, and which option offers the most significance and benefit to ODOC operations.

Item #3 Claim: Vendor can provide Investigators with additional intelligence through forensic analysis of contraband cellphones.

How will this add value? Vendor's forensic technology extracts from each device, regardless of carrier, phone's call history, contact list, text message data, pictures/videos, web browser history, emails and location data.

Documented Performance: Vendor has provided correctional facilities with greater than 80% extraction success rate from confiscated phones. One southeastern DOC has had over 2,400 phones processed the last two years.

Cost: At no additional cost **Schedule:** Available at install

Approved Services: See Approved Services under Item #4.

Item #4 Claim:	Vendor can supply advanced call-monitoring services through certified investigators using vendor's analytical monitoring tools for both live-monitoring and monitoring recorded calls.
How will this add value?	Vendor's trained investigators will monitor, flag, analyze and can transcribe recorded phone conversations with a human touch that is more accurate than any current transcription software.
Documented Performance:	Vendor's investigators have generated over 11,000 suspicious activity reports, live-monitored over 5.8 million calls and analyzed more than 184 million call records.
Cost:	<u>At no additional cost</u>
	Schedule: Available at install

Approved Services: Items #3 & #4 have been merged and the agreed upon services are as follows:

1. *Securus agrees to provide the Oklahoma DOC with two (2) full time on-site analysts/technician employees to be located at ODOC Oklahoma City, STI Office for the purpose of listening to SCP NextGen inmate system phone calls and providing assistance with forensic cellphone extraction.*
2. *Securus agrees to provide the ODOC with two (2) licenses of the MSAB XRY software.*
3. *Securus agrees to provide the ODOC with four (4) incremental UFED 4PC licenses.*
4. *Securus agrees to provide the ODOC with UFED Enterprise Analytics software licenses consisting of ten (10) user licenses and one-thousand (1,000) pieces of digital evidence plus the Cellebrite Premium Plan for Advanced Service consisting of the CAS Unlock Annual Subscription of four (4) Concurrent contraband telephones. Securus agrees to allocate \$1,088,750 to be utilized for provision and annual maintenance of the UFED Enterprise Analytics software and Cellebrite Premium Plan for Advanced Service over a ten (10) year contract term. Securus is expecting to pay approximately \$844,885 over the ten (10) year contract term, leaving a remaining balance of \$243,865 (\$1,088,750 - \$844,885) that will be available to ODOC to fund other related technology products or services, or the addition of incremental services, such as a higher concurrent phone count under the Cellebrite Premium Plan program. Each year, no later than 3 months prior to the contract renewal period, Securus and ODOC together will evaluate and determine if there are other advanced technologies, products, services, or training related to the exploitation and analysis of cellular telephones and electronic storage/communication devices that would serve ODOC more effectively than the UFED Enterprise Analytics software and Cellebrite Premium Plan for Advanced Service. If it is determined that there is a more effective option, the balance of the \$1,088,750 of allocated funds will be applied towards the purchase of the newly identified products or services.*
5. *Securus agrees that all licenses will include an annual maintenance agreement in effect during the term of the contract.*

Item #5 Claim: Vendor can provide in-pod medical and psychiatric service examinations through mobile technology video cart.

How will this add value? Service reduces number of external transports, staffing cost, and increase public safety through tele-medicine technology. FDA-approved medical examination devices and video camera are controlled remotely by any practitioner with computer and internet access.

Documented Performance: An eastern correctional facility provides psychiatric services to 582 inmates with one unit that provided 37.2 hours of session time.

Cost: _____ **Cost per inmate** _____ **Schedule:** _____ **Available at install** _____

Approved Services: *Item # 5 will be reserved as an available option at the discretion of ODOC during the life of the contract.*

Item #6 Claim: In State Forensics lab and investigative assistance can be provided with the most experienced investigative analysts and tools available in the industry.

How will this add value? Provides clients with In-State investigative assistance and ensures that technology deployed delivers maximum value to the client. Provides client with a “force multiplier” option when additional resources are required in the event of a critical emergency. Comprehensive data analytics including pattern analysis from money transfer, video visitation, inmate calling and P-Card data will be integrated into forensic investigative assistance. All processes are automated, thereby eliminating manual data integration processes.

Documented Performance: Vendor has monitored over 13 million inmate calls, is providing In-State investigative assistance to multiple DOC’s currently and has over 150 analysts currently on staff

Cost: _____ **\$0.02-0.04 per minute** _____ **Schedule:** _____ **Available at install** _____

Approved Services: *Item # 6 will be reserved as an available option at the discretion of ODOC during the life of the contract.*

Attachment K

Expectations:

- An immediate implementation and transition of the inmate telephone system will take place upon award of the contract
- ODOC may or may not utilize all technology solutions proposed and reserves the right to activate any of the solutions at any time during the life of the contract
- ODOC will receive a site access fee in the amount of \$3.5M in years 1-5 and \$3.75M in years 6-10 of the contract, in addition to other value added services, equipment, and solutions
- Proposed rates and transaction fees shall deliver financial value to inmates and their family and friends, and will not exceed the maximum rates as authorized by the state and federal regulatory authorities
- The Inmate Telephone System shall be a full featured system that includes, at a minimum, pin# entry, initial and continuous call biometrics.
- Call rates for the Inmate Telephone System shall be a per minute rate and be the same for calls to anywhere in the United States and across all call types (collect, prepaid, debit)
- Proposed rates shall be exclusive of taxes, and other fees that providers are required to collect or pay to third parties in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee. The selected supplier shall pass these charges through to consumers directly with no markup
- The call rates and transaction fees shall remain the same throughout the entire agreement period. Any rate changes mandated by state or federal regulatory authorities during the term of the agreement shall entitle the parties to renegotiate the terms of the agreement
- Planned and smooth migration from current systems, services, and equipment without disruption and/or full implementation of new systems, services and equipment
- Project management and implementation services to assure a timely execution of the activated services

- All requirements for the system and activities associated with the implementation and use of the system will be at no cost to ODOC
- Administrative, operational and support services necessary to fulfill requirements and service levels
- Consistency of systems across all ODOC facilities
- Operation of a secure, high availability environment
- Provisioning, deployment, and ongoing support of all equipment, devices, components, and related hardware and software that provide a fully functioning system
- An operational environment that will assure that all information provided by ODOC will at all times reside with the United States only
- Operational procedures, training tools and documentation necessary to operate, backup, recover, and administer services
- Necessary staffing and support facilities to operate and maintain services and meet the required service levels
- Interaction to receive and provide information between selected supplier's solutions and determined ODOC applications
- Customer service support provided through a United States based operation to meet the needs of inmates, families and friends, and ODOC staff
- Compliance with and services in accordance with ODOC requirements and policy
- Compliance with all federal, state, municipal, and OSHA laws, rules, regulations and code requirements that may govern the system/services
- Ongoing commitment to updating and presenting new emerging technology solutions for ODOC consideration and incorporation into the contract

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Securus Scope of Work

The scope of this contract includes the delivery of secure turnkey Securus hosted solutions that have been proven in the correctional environment at the DOC level. Securus will provide secure, comprehensive, full featured solutions that will serve all Oklahoma Correctional Facilities, inmates and their families, and support related administrative and intelligence and investigatory activities. For all solutions provided, Securus will implement enterprise solutions that can be deployed statewide and managed as single platforms across all facilities and will upgrade technology at least three times per year or as advances occur. Securus will accommodate an increase or decrease in services during the term of the contract as directed by ODOC. The solutions provided will interact with existing ODOC systems as needed including banking and commissary legacy systems. Securus shall conduct site surveys at all ODOC locations and will develop a final installation and implementation plan for ODOC approval prior to the activation of each solution. All solutions that involve inmate self-service transactions will be delivered via correctional grade Securus XL kiosk with the Securus secure inmate facing ConnectUs operating system. Outdoor kiosks and kiosk enclosures will be provided, as requested by ODOC. Throughout the life of the contract, Securus will continue to present new emerging technology solutions for ODOC consideration and incorporation into the contract.

INMATE PHONES

The Securus Inmate Telephone NextGen Secure Communications Platform (ITS NextGen SCP) system will include all hardware, software, and all other components and actions needed to facilitate and manage inmate phone technology. Securus will ensure successful transition from ODOC's current system to the Securus ITS NextGen SCP is completed without loss of data, call recordings or compromises to day to day activities of inmates. The Securus project manager responsible for the installation of Securus products and services will work closely with the incumbent provider to ensure a professional and efficient transfer of PIN, inmate numbers and all other data critical to the operation of the system. Securus will facilitate the notification and transition process to ensure friends and family refunds and new account setup are handled efficiently and effectively. The Securus implementation team has the experience to transition data from ODOC's current commissary and banking systems provider and their systems, and will ensure the inmate phone system operates seamlessly with those legacy systems.

Securus will implement the ITS NextGen SCP system as an enterprise solution that will be deployed statewide and managed as a single platform across all ODOC facilities. The system is a fully hosted, centralized calling system and will provide the same calling options for inmates and family and friends as currently in place today. The system will provide administrative users with an updated dashboard that will be easy to use and

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simple to maneuver through regardless of type of information or function required. Stored inmate calls will be easily accessed for call monitoring and provide users with the ability to send a link to other agencies instead of having to download calls to flash drive or other medium. Covert alerts are easily set up and access to data analytics, investigative services and routine call reports are easily accessed from within the system without having to log into multiple systems. The ITS NextGen SCP will be continually updated (at least three times per year) which will provide the ODOC with the latest security and operational updates available.

The ITS NextGen SCP will be configured to accommodate the input of a six (6) digit Personal Identification Number (PIN) and will include the Securus Investigator Pro Continuous Voice Identification voice biometric that will identify every caller on every call through post call validation. The system will only allow an inmate to call phone numbers on their Personal Allowed Numbers (PAN) list and Securus will provide a full time Site Administrator who will be responsible for PIN administration and maintenance.

The system will be configured to process millions of calls and minutes per year and will be able to scale as needed as the ODOC call volume requires without adding additional onsite processing equipment. Inmate phones will be added in each facility to ensure maximum call quality and access to communications by inmates. The system will provide a minimum of the same number of phones currently in use and Securus will install additional phones at ODOC's request, as needed to expand. The call rate will be \$0.1975 per minute for all call types. This rate is comprised of the base rate as identified on Attachment B2 plus the additional \$0.07 per minute for the optional value added items selected by ODOC on Attachment G. Fees related inmate, family, and friend accounts are indicated in Attachment B2.

INMATE VIDEO VISITATION

Securus will engineer, furnish, install, implement, manage, and maintain the Securus fully hosted, remote and onsite Securus Video Visitation (SVV) system at ODOC designated facilities. SVV is a web-based, fully hosted visitation system that allows family, friends, attorneys and other approved visitors to schedule and participate in video visitation sessions with an inmate from a smartphone, tablet or computer with a web camera. The SVV offers both onsite and at home video visitation. The SVV shall be fully secure and will enable inmates to conduct video visitations with friends and family members from inside the day room or onsite within facility designated video visitation areas, as determined by ODOC. No longer will friends and family have to schedule time off from work or travel across the State to conduct visits with inmates. Instead, they will simply sign up for a visitation through the Securus website at www.securustechnologies.com, setup an account, schedule the visit and await an immediate confirmation of the date and time for their scheduled visit based on their requested time. Once confirmed, friends and family members can

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conduct the visit from their personal desk or laptop computer or through their mobile smartphone. Securus will provide all facility based hardware and associated software and will engineer, furnish and install the necessary network and network components required to facilitate the video visitation functionality at ODOC designated facilities. All video visitations will be recorded and can be monitored by ODOC staff. VVS rates and fees are indicated in Attachment B2. Optional video visitation monitoring by Securus experts may be provided at the request of the ODOC for an additional fee.

INMATE EMAIL MESSAGING

Securus will provide the Securus inmate email or eMessaging solution at designated ODOC facilities. The eMessaging solution is a two-way, corrections grade, hosted system that will enable paperless written communication between family and friends and inmates. The system will eliminate the need to print messages and will provide security features to ensure messages are within ODOC policy and do not contain prohibited words or phrases. Securus eMessages will be sent and received via Securus provided hardware. Inmates access their eMessaging inbox using their security PIN. Family and friends can access the solution from the Securus mobile app, Securus Online (www.securustech.net) on a desktop PC or through a mobile optimized web view on mobile phones and tablets. Facility staff will access the platform via their login to SCP where all activities associated with eMessaging are managed. No public email client will be used to send or received eMessages. Included in the Securus eMessaging functionality will be the option for inmates, as well as, family and friends to purchase and send video grams (family and friends only), snap and send photos and electronic greeting cards.

Securus inmate eMessaging will be available to all inmates at designated ODOC locations and to all friends and family members unless facility restrictions based on ODOC policies have been enacted that prevent the service from being provided at a specific facility, unit, or inmate. The system will be configured to accommodate any inbound and outbound email volume that is consistent with and approved by ODOC policies. Rates and fees associated with eMessaging are indicated in Attachment B2.

INMATE TRUST DEPOSITS

Securus will continue to process deposits to inmate trust accounts through the current Securus/JPay money transfer process into the ODOC Offender Banking System. Deposits from inmate family and friends will be accepted online with a credit or debit card at www.jpay.com, through the JPay mobile app, by speaking with a live agent 24x7, by cash through CVS and Walmart locations throughout the country, or by mail via money orders payable to the JPay P.O. Box location. Securus will offer recurring payment

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options. Securus will make sure that the money transfer process is as seamless as possible, for the inmate, and their family and friends. Securus will offer additional services and incentives to better serve inmate family members and friends. Whether funding a commissary or spendable inmate trust account or a dedicated purpose account, the inmate will be able to access that money quickly. All money transfer activity will be tracked and analyzed through the Securus THREADS pattern-analysis software and when actionable intelligence is discovered that is consistent with the ODOC investigators requirements, intelligence will be provided to ODOC investigators designated by ODOC Executive Staff. Securus will be the exclusive provider of ODOC money transfer services for the life of the contract. Rates and fees associated with Inmate Trust Deposits are indicated in Attachment B2.

INMATE MP3/4 PLAYERS AND MUSIC DOWNLOADS & STREAMING

Securus will provide inmates access to music and other ODOC approved media downloads through the Securus MP3 device. Inmates may purchase the Securus device through the ODOC canteen and may purchase the latest releases in music and additional content for download onto the device, as approved by ODOC. At no cost to ODOC or the inmate, the devices may also be used to provide programming services such as educational, self-help, and vocational content, to allow inmates to prepare for success in the future. Content will be downloaded via device syncing to a kiosk or other ODOC approved device and will ensure the most efficient and effective solution consistent with ODOC policy. The device will feature a 5 inch display and at ODOC discretion may offer free streaming radio and eMessaging services as described herein. Securus will offer an incentive for inmates to migrate from their existing MP3 player to the Securus device as specified in Attachment B2. This incentive is not only intended to recognize the potential loss of content when migrating from the current MP3 player to the Securus device but is also intended to provide an incentive for inmates to discover access to new content and programming services that are currently not available to inmates. Rates and fees related to MP3/4 players are indicated on Attachment B2.

OTHER INMATE SELF SERVICE APPLICATIONS

Securus will provide the ConnectUs multimedia communications software platform at all ODOC facility locations to streamline communications and automate facility processes. ConnectUs will be highly adaptable and will provide ODOC inmates access to an unlimited set of self-service applications including Securus standard and ODOC unique applications via Securus provided kiosks or ODOC approved devices. The ConnectUs platform will also enable content from other approved sources. ODOC will have full control over the content that inmates can access. The system platform will have the ability to fully govern what is available to inmates and when, and can be

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customized by facility. ConnectUs will include an easy to use touch screen user interface and will be secure and designed for use in prison common areas. Securus shall accommodate supplementary needs and changes, including additional applications, kiosks, equipment, etc., as requested by ODOC due to accessibility issues or future changes in population, facilities, rules or workflows. A partial list of applications and their related rates and fees are indicated on Attachment B2.

IPRO CONTINUOUS VOICE IDENTIFICATION BIOMETRICS

As a feature of the ITS NextGen ICP system, Securus will provide continuous voice identification biometrics. The advanced voice biometric technology continuously is a post call biometric diagnostic and identifies all known voice patterns on either side of a call, including called parties and former inmates, even if not associated with the called number. This feature will provide a much higher level of security within the facility and will improve investigative intelligence. Securus will include the IPro Continuous Voice Biometric in the initial installation of the ITS NextGen ICP system and will maintain the functionality throughout the life of the contract.

THREADS DATA ANALYTICS AND PATTERN ANALYSIS SOFTWARE

Securus will provide ODOC investigators with Threads software that will analyze inmate calls, financial transactions, video visitations and other inmate activity and create standard reports identifying patterns that may suggest illicit activity. The software will have an import function to facilitate the importing of data from other sources.

ICER INMATE TO INMATE COMMUNICATIONS DETECTION

Securus will provide ICER inmate to inmate communication technology that will alert ODOC investigators when an inmate to inmate call is taking place through three way calling or the simple merge function on a smart phone. The technology will alert investigators when calls are taking place between two inmates that are in any of the 3,000 plus Securus served facilities throughout the United States.

AUTOMATED INFORMATION SERVICES (AIS)

Securus will install Automated Information Services (AIS) at all ODOC facilities that will operate as an interactive voice response (IVR) system to automatically answer routine calls to the facility and offload staff from having to answer these calls to the facility. The caller will still have the option to speak with the facility contact. In addition, inmate friends and family members will be able to leave voicemails and fund the inmate trust account through the system.

TWO FTE'S

Securus will provide two full time employees reporting directly to ODOC to be located

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at the discretion of ODOC. The FTE's may be designated as a "PIN Administrator" and an "Investigative Assistant", however ultimate titles, roles and responsibilities will be defined by the ODOC.

CUSTOMER SERVICE

Securus will provide 24x7x365 customer support for friends and family members through a Dallas based customer care center. This center will be staffed by Securus personnel only. Friends and family members will call 800-844-6591. Friends and family members may also set up an account at www.securustechnologies.com which will provide them access to all Securus products and services including prepaid calling, video visitation, inmate debit, eMessaging and other services. Friends and family members can also conduct the above business requests via the free Securus App available for smartphones.

Securus will also provide a separate dedicated Securus customer service number specifically to provide technical support to ODOC facilities or headquarters staff. Facilities will call this number to report a problem with a phone, request assistance with one of our products and services or to report a problem with a device, system, network or kiosk.

The Securus Business Account team will consist of a dedicated Business Manager that will be responsible for the overall success of the installation, ensuring complete agency satisfaction and communicating progress and updates to the ODOC executive oversight team. In addition, the Securus ODOC Account Manager will be responsible throughout the contract period for overall customer satisfaction, conducting quarterly account review meetings and presenting new products and services available from Securus during the contract period.

VALUE ADDED OPTIONAL SERVICES

The Securus scope of work includes the optional services offerings identified in Attachment G, Value Added Plan. These services present solutions that will assist the ODOC in addressing the severe contraband cell phone problem currently plaguing ODOC. Securus will engineer, install and manage Wireless Containment Systems (WCS) that, when combined with the other Securus tools offered; will shut down contraband cell phones and provide important investigative intelligence to ODOC investigators. Throughout the term of the contract, Securus will ensure the ODOC will have an effective suite of services to control these challenges. A description of the agreed upon services to be provided, along with any associated rates are identified in Attachment G.

APPENDIX 2

Service Response Times and Escalations Inmate Phone Service

Priority Level	Service Priority Description	Response Time	Customer Communication Guideline	Escalations
P1	A P1 is our highest service level defined as 30% or more of the functionality of the System being adversely affected by the System Event. Examples of P1 service assignments would include items such as no voice prompts, features not operating appropriately, inability to burn CD's, issues with listening to live calls, inability to access NextGen Secure Communications Platform™ UI, all phones down.	4 hours	<ul style="list-style-type: none"> • Securus Technical Support Center notifies the facility when the service issue is resolved • If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request • Technical Support Manager & Field Service Manager • Technical Support Director & Field Service Director • VP Service & Operations
P2	A P2 assignment defined as 5% to 29% of the functionality of the System being adversely affected by the System Event. Examples of a P2 service assignments would include items such as workstation, specific system ports, LEC circuits, unblocks, block numbers, missing CDRs, call searching.	24 hours	<ul style="list-style-type: none"> • Securus Technical Support Center notifies the facility when the service issue is resolved • If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request • Technical Support Manager & Field Service Manager • Technical Support Director & Field Service Director • VP Service & Operations
P3	A P3 assignment defined as less the 5% of the functionality of the System being adversely affected by the System Event. Single and multiple phones related issues. Examples of P3 service assignments would	72 hours	<ul style="list-style-type: none"> • Securus Technical Support Center notifies the facility when the service issue is resolved 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are

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	<p>include items such as static on the phone, a party not being able to hear, unable to dial, a broken phone, dial pad not working, cutoff switches not working, and inability to generate reports.</p>		<ul style="list-style-type: none"> • If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival 	<p>allocated to resolve the service request</p> <ul style="list-style-type: none"> • Technical Support Manager & Field Service Manager • Technical Support Director & Field Service Director • VP Service & Operations
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Service Response Times and Escalations Securus Video Visitation

Priority Level	Service Priority Description	Response Time	Customer Communication Guideline	Escalations
<p>P1</p>	<p>A P1 is our highest service level which is defined as 60% or more of the functionality of the System being adversely affected by the System Event.</p>	<p>4 hours</p>	<ul style="list-style-type: none"> • Securus Technical Support Center notifies the facility when the service issue is resolved • If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request • Technical Support Manager & Field Service Manager • Technical Support Director & Field Service Director • VP Service & Operations
<p>P2</p>	<p>A P2 assignment is defined as 30% to 59% of the functionality of the System being adversely affected by the System Event.</p>	<p>12 hours</p>	<ul style="list-style-type: none"> • Securus Technical Support Center notifies the facility when the service issue is resolved • If a technician is required, Securus Dispatch or Field Service 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request • Technical Support Manager & Field Service Manager

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			<ul style="list-style-type: none"> • Technician contacts the customer with an estimated time of arrival 	<ul style="list-style-type: none"> • Technical Support Director & Field Service Director • VP Service & Operations
P3	<p>A P3 assignment is defined as 5% to 29% of the functionality of the System being adversely affected by the System Event.</p>	24 hours	<ul style="list-style-type: none"> • Securus Technical Support Center notifies the facility when the service issue is resolved • If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request • Technical Support Manager & Field Service Manager • Technical Support Director & Field Service Director • VP Service & Operations
P4	<p>A P4 assignment is defined as less than 5% of the functionality of the System being adversely affected by the System Event.</p>	36 hours	<ul style="list-style-type: none"> • Securus Technical Support Center notifies the facility when the service issue is resolved • If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request • Technical Support Manager & Field Service Manager • Technical Support Director & Field Service Director • VP Service & Operations

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Service Response Times and Escalations MP3 Players

Priority Level	Service Priority Description	Response Time	Customer Communication Guideline	Escalations
P1	<p>A P1 is our highest service level defined as 30% or more of the functionality of the System being adversely affected by the System Event. Priority 1 trouble tickets are defined as any disruption or malfunction making the majority of kiosks or MP3's unable to provide all or some services and applications. If onsite work is required, Securus will dispatch a technician. The account manager will be in constant communication with facility staff as to the trouble ticket's progress.</p>	12 hours	<ul style="list-style-type: none"> • Securus Technical Support Center notifies the facility when the service issue is resolved • If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request • Technical Support Manager & Field Service Manager • Technical Support Director & Field Service Director • VP Service & Operations
P2	<p>Priority 2 trouble tickets are defined as any disruption or malfunction of service affecting 10-50% of the available kiosks or MP3's at any facility. If onsite work is required, Securus will dispatch a technician. The account manager will be in constant communication with facility staff as to the trouble ticket's progress.</p>	24 hours	<ul style="list-style-type: none"> • Securus Technical Support Center notifies the facility when the service issue is resolved • If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request • Technical Support Manager & Field Service Manager • Technical Support Director & Field Service Director • VP Service & Operations
P3	<p>Priority 3 trouble tickets are defined as any disruption or malfunction of service affecting 1 - 10% of the kiosks</p>	72 hours	<ul style="list-style-type: none"> • Securus Technical Support Center notifies the facility when the service 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate

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	or MP3's at any facility. Upon notification.		<p>issue is resolved</p> <ul style="list-style-type: none"> If a technician is required, Securus Dispatch or Field Service Technician contacts the customer with an estimated time of arrival 	<p>resources are allocated to resolve the service request</p> <ul style="list-style-type: none"> Technical Support Manager & Field Service Manager Technical Support Director & Field Service Director VP Service & Operations
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Service Response Times and Escalations Wireless Containment System

Priority Level	Service Priority Description	Initial Contact Response Time	Customer Communication Guideline	Escalations
P1	A P1 is our highest service level defined as 40% or more of the functionality of the System being adversely affected by the System Event.	4 hours	<ul style="list-style-type: none"> Securus NOC notifies the facility when the service issue is identified and resolved If a technician is required, Securus NOC or WCS Operations will contact the customer with an estimated time of arrival 	<ul style="list-style-type: none"> If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request Securus WCS On-Call Engineer WCS Senior Manager of Operations VP WCS Operations
P2	A P2 assignment defined as 5% to 39% of the functionality of the System being adversely affected by the System Event.	24 hours	<ul style="list-style-type: none"> Securus NOC notifies the facility when the service issue is identified and resolved If a technician is required, Securus NOC or WCS 	<ul style="list-style-type: none"> If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request

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			<p>Operations will contact the customer with an estimated time of arrival</p>	<ul style="list-style-type: none"> • Securus WCS On-Call Engineer • WCS Senior Manager of Operations • VP WCS Operations
<p>P3</p>	<p>A P3 assignment defined as less the 5% of the functionality of the System being adversely affected by the System Event.</p>	<p>72 hours</p>	<ul style="list-style-type: none"> • Securus NOC notifies the facility when the service issue is identified and resolved • If a technician is required, Securus NOC or WCS Operations will contact the customer with an estimated time of arrival 	<ul style="list-style-type: none"> • If response is delayed, escalation procedures within Securus' Management Team are activated to ensure appropriate resources are allocated to resolve the service request • Securus WCS On-Call Engineer • WCS Senior Manager of Operations • VP WCS Operations

CRIMINAL JUSTICE INFORMATION SERVICES (CJIS)

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;
2. the general policies in §4;

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3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist

Compliance checklist –

Policy Area 1	Information Exchange Agreements
Policy Area 2	Security Awareness Training
Policy Area 3	Incident Response
Policy Area 4	Auditing and Accountability
Policy Area 5	Access Control
Policy Area 6	Identification and Authentication
Policy Area 7	Configuration Management
Policy Area 8	Media Protection
Policy Area 9	Physical Protection
Policy Area 10	Systems and Communications Protection and Information Integrity
Policy Area 11	Formal Audits
Policy Area 12	Personnel Security