State of Nebraska
Purchasing Bureau

RFP No. 5289Z1 Inmate Telephone System
June 17, 2016

Original

The Corrections Innovation Leader

Your Single, Trusted Source for Integrated Solutions

STATE OF NEBRASKA

RFP #5289 Z1

Inmate Calling System

ORIGINAL TECHNICAL PROPOSAL

Presented to:
Attention: Robert Thompson / Nancy Storant
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GTL

The Corrections Innovation Leader

Cover Letter

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June 10, 2016

Attention: Robert Thompson / Nancy Storant
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

RE: RFP # 5289Z1 Inmate Calling Services for the State of Nebraska

Dear Mr. Thompson and Ms. Storant,

Enclosed with this letter is Global Tel*Link's (GTL) response to Nebraska Department of Correctional Services' RFP for Inmate Calling Services. We appreciate the opportunity to present our solution that will not only continue to meet but exceed the expectations for an inmate telephone system. The decision to select a partner requires careful consideration regarding who offers the best scope of work, experience, references, technical solutions, installation and a financial offer that meets your stated rates and commission requirements. Without a doubt, GTL meets those criteria.

NDCS has trusted GTL as a strategic business partner for our Inmate Telephone Services since 1999. GTL offers compelling reasons to continue this successful partnership with NDCS while improving on some of the current products and services including enhanced industry-leading investigative tools. As demonstrated throughout our proposal, GTL fully understands and meets or exceeds all of the implementation requirements, service requirements, and overall operational goals that Nebraska Department of Correctional Services is seeking, as described in the RFP for inmate phone service.

Our technology, exemplary customer service, and outstanding people are what make the difference and reaffirm why GTL should be selected to continue as your Inmate Phone Provider. As the current provider, GTL is the only company that can guarantee you a 100% seamless transition from the existing contract to the new contract. The whole of your process integration will remain in place, and Nebraska Department of Correctional Services will not have to settle for a rudimentary service. NDCS will continue to take advantage of a truly integrated solution proven to drive inmate communication.

We know that after reviewing all proposals, you will come to the following conclusion: GTL offers NDCS compelling reasons to continue your successful business partnership with GTL; with uncompromising inmate telephone hardware, the leading and most robust group of investigative features and products available in the marketplace today, and an enhanced service team—all backed by our industry-leading experience. As President and COO of GTL, my team and I commit to you that your experience for your inmate telephone system and its service over the course of our partnership will be stellar.

Sincerely,

Jeffrey B. Haidinger
President and Chief Operating Officer

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Executive Summary

Executive Summary

The Global Tel*Link (GTL) team is delighted to present a fully compliant proposal to the State of Nebraska in response to RFP #5289Z1 for an Inmate Calling System. In this Executive Summary, we offer compelling reasons to continue to do business with GTL—providing proven technology solutions and exceptional service.

*Global Tel*Link Corporation*
Reston, Virginia
www.gtl.net

Company at a Glance

- *We serve more than 2,300 facilities and over 1.7 million inmates in 50 states and over 800 counties.*
- *One out of every two inmates nationwide places a call with GTL – 50% inmate market share.*
- *GTL has more Managed Access System (MAS) deployments and implementations than all other providers combined.*
- *GTL's Video Visitation system manages more than 8,800 visitation stations and over 4 million visits per year.*
- *GTL holds 33 state DOC contracts including 12 of the 20 largest.*
- *We provide service to 29 of the top 50 NDCS agencies in the U.S.*
- *We are also the provider for the District of Columbia, Puerto Rico, and the Federal Bureau of Prisons*

On the following pages, we will demonstrate why we believe GTL should continue as your chosen provider. We look forward to working together to better serve the staff, Offenders/Clients, and citizens of Nebraska and detailing the reasons why we know that GTL is the right choice to **"safely and securely maintaining all correctional duties"**:

- Industry-leading expertise and decades of experience nationwide, but more importantly more than 8 years as a trusted partner with the Nebraska Department of Correctional Services.
- Knowledgeable, capable, and responsive team members who have a long successful track record with the Nebraska Department of Correctional Services.
- Successful collaborative partnership in providing an uncompromising solution configured to the Nebraska Department of Correctional Services requirements (Central web based inmate calling system, advanced investigative features, call duration limitations, and other inmate/youth calling restrictions).
- A technical solution for the inmate telephone services that meets or exceeds all RFP requirements. By providing the most comprehensive technology available.
- Seamless access with no interruption for family and friends in reviewing their accounts and balances, the ability for their loved ones to make free deposits, and the uninterrupted ability to continue receiving phone calls—aiding in reducing recidivism.

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Our Key Principles

We are committed to these core principles. They drive our behavior.

- **Vision.** As the market leader in innovation and integrated correctional technology solutions, GTL offers a vision for the future of the industry. We know that you look to us to deliver solutions that provide higher levels of efficiency, control and safety while connecting offenders/clients to the people and services that support their rehabilitation. That's why we have our eye on providing tomorrow's indispensable technology today.
- **Value.** Part of providing value and making customers' lives easier is serving as a one-stop shop where you can acquire integrated corrections technology solutions. We deliver value based on a proven methodology for determining how various technological components fit together for optimal efficiency and control.
- **Trust.** We work hard to build trusted, long-term relationships with our customers. We know nothing accomplishes this as effectively as keeping our promises. You can also count on us to operate with the highest levels of integrity, transparency and honesty.

By choosing GTL to continue as your provider, you will benefit from our technology, our unwavering commitment to exemplary customer service, and everything our remarkable people have to offer.

Incumbent Provider – Our Ability to Perform

GTL has been providing NDCS with our industry leading inmate telephone solution for over 8 years! Our staff is very familiar with the facilities including the wiring and current configurations, their daily operations, facility staff and requires **no "transition period" upon contract renewal.**

Because of our extensive relationship with NDCS, for close to a decade, GTL is the best choice to continue to meet and exceed the needs of your facility.

The "Zero Change Factor"

GTL's inmate telephone system approach and plan is the only one in the market place that can guarantee 100% that the facility will not experience any down-time or interruptions in services or functionality as we jointly transition from the existing contract to the new contract.

GTL's exclusive ability to ELMINATE the "change factor" brings tremendous benefits to the NDCS, its inmates and their family and friends. Please take into account these factors that contribute to **"Zero Change"**:

- **Daily Operations:** As we move from the existing contract to the newly awarded contract period, GTL's is the only company that can guarantee zero interruption in the

day to day operations that our **Site Admin, Holly Rohde**, provides to NDCS! These include replying to inmate kites and entering each inmate's allowed calling lists into the inmate telephone system. Holly also records all the inmate names, and stores/files all inmate telephone paperwork according to NDCS policy.

- **Data Protection and Continued Access:** GTL will safeguard all call data records and recordings by guaranteeing you continued access to both past records and recordings and those that take place going forward – all in the same application. **NO other vendor can make this promise.**
- **NDCS Staff & Inmate Training:** Continuing your partnership with GTL will significantly reduce or even eliminate the need for initial officer training. We will however, as we have always done, provide additional training as needed.
- **Friends & Family:** Communication to the inmates and their friends and family and the change factor always causes serious tension within correctional facilities. With any new contract most facilities experience declines in calling, refund issues, facility tensions and climate issues, et cetera. This is completely eliminated by continuing our successful partnership. Inmates and their family and friends experience the **"Zero Change"** factor. They continue to operate and communicate like they always have with no interruptions or hassles. No other vendor can make this guarantee.

Employees and Partners – Our Single Most Important Asset

Technology has brought about significant and positive changes both in corrections technology and in day-to-day life. While features and patents are important, technology alone is never the answer to business problems or the challenges customers face each day. A key advantage GTL enjoys is its singular focus on corrections technology with quality-minded contributions from the most talented people in the industry.

Our sole focus and mission is the delivery of exceptional solutions with employees and partners who deliver exclusively for our commitments. For the Nebraska Department of Correctional Services specifically, we organized an *account team* that comprises top-level executives, a knowledgeable account manager, and a skilled technical staff. Our employees have unparalleled experience, and *account team* members in particular have an unparalleled number of years supporting NDCS. Having an experienced team that is determined to meet and exceed the Nebraska Department of Correctional Services' expectations – and one that is capable of solving complex, large-scale problems – will play a major role in our mutual success.

In addition, we learn from each customer and share best practices in strategy, process, and delivery. The cumulative benefit of this experience is an approach designed to deliver complete satisfaction with our service.

We believe it is the day-to-day interaction with GTL's Account Team, our positive 'Can-Do' attitude, and our commitment to NDCS and its vision that truly defines and sets GTL apart.

Exclusive Integration Benefits: Saving Nebraska Department of Correctional Services Time and Money

GTL's feature-rich Inmate Telephone System is able to offer you benefits and features far beyond what other providers can offer.

The proposed inmate telephone solution includes: Central web based inmate calling system, advanced investigative features, call duration limitations, and other inmate/youth calling restrictions, just to name a few!

A Technologically Advanced Telephone System

GTL has provided NDCS with the latest in technology and service for the inmate telephone system for over 8 years, including ICM-to-ICMv platform upgrades, and assurances to continue to do so for this contract.

We are Offering Value Added Features that Surpass the Statement of Needs:

- "Zero" downtime as the new system is continually being improved as NDCS or any of our 2300 partner facilities have new and creative feature requests, these are always provided at no cost to the entire customer base, ensuring you are always at the cutting edge of technology
- Seamless technology and staff integration with the NDCS already in place
- Called number identification – Reverse number lookup currently active
- Anywhere Anytime Access – providing system users the ability to work from multiple facilities or any location at all, currently used from a variety of devices including laptops, mobile phones, and tablets
- GTL *Phone IQ* – Landline or Cell Phone Detection
- *Called Party IQ* – Inmate-to-Inmate Call Detection
- *GTL Data IQ* – GTL's data mining and link analysis intelligence tool
- Integrated Keyword Search
- Android and Apple iOS Mobile Payment Options currently available
- *ConnectNetwork®* - no disruption for Family and Friends
- Web & IVR Payment Services- no disruption for Family and Friends

A Glance at GTL's Investigative Capabilities

GTL Data IQ™

GTL's data mining and link analysis intelligence tool that allows investigators to consolidate data from all GTL data sources such as Inmate telephone calls, visitation scheduling, GTL financial transactions and payment deposits. The benefits the Nebraska Department of Correctional Services may realize through implementation of the proposed GTL Data IQ solution include:

- Generate actionable intelligence from vast amounts of raw data
- Reduction in valuable time spent investigating suspicious activities
- Discovery and disruption of inmate-based criminal ventures
- Identification of richer corrections intelligence information to inform internal and external investigations

GTL Phone IQ™

GTL Phone IQ provides indicator that is shown revealing the device type used to receive the call. The device type receiving the call is indicated in the BTN fields when viewing the Call Monitoring and Call Detail Records screens. The indicator shown on each of the screens will show the device as a cell phone, land line or unknown device type.

Called Party IQ™ Inmate to Inmate Call Detection

GTL's Called Party IQ brings state-of-the-art investigation capabilities to the Nebraska Department of Correctional Services for detection of Inmate to Inmate telephone calls via a centralized multi-way call detection technology. GTL services over 50% of the Inmate population in the United States; therefore, any and all calls processed by that population are required to run through our Centralized Universal Call Validation Software.

The validation step enables NDCS to identify, in near real-time, any call that is already in progress to the same phone number or BTN being dialed by their inmate. If an event does occur, the validation software sends a token to both the first and second dialing platform so that each Call Detail Record is flagged. Subscribers are able to view the name of the other facility from where the second call was placed.

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About GTL – Our Qualifications

For more than 26 years, GTL has been the trusted, one-stop source for integrated technology solutions for the corrections market through experience and innovation.

We started as a provider of correctional telecommunications services, offering facilities both control and a steady source of income to help augment budgets. Over time, we have expanded our vision and capabilities by identifying emerging trends in commerce (electronic debit, payment services, kiosks, etc.), control (facility management, investigative technologies, etc.), and communication (video visitation and visitation management), developing and integrating the most powerful solutions in each area.

Today, GTL is the leading provider of integrated correctional technology for facilities across North America. We help Facilities gain an unprecedented view into virtually every aspect of their Inmate populations and facilities, driving higher levels of control and safety and enabling them to meet today's and tomorrow's operational challenges with confidence.

We are committed to pushing the envelope on how technology can help improve virtually every aspect of our customers' operations, including the day-to-day experiences of everyone in the corrections ecosystem: staff, I, family and friends. From the hardened exteriors of our kiosks, phones and other in-pod devices to the reliability and security of the software that powers our solutions, everything we provide is designed from the ground up with the rigors of the corrections environment in mind.

Our solutions align with recognized corrections best practices, including those aimed at preparing Inmates for successful reentry to society and reducing recidivism rates. The illustration at the right shows how the products and services from each solution family collectively form a broad range of offerings that meets the needs of correctional facilities.

For a quarter of a century, GTL has been the corrections industry's trusted, one-stop source for integrated technology.

- **Big Picture Visibility for Facilities.** We help correctional departments gain an unprecedented view into virtually every aspect of their Inmate populations and facilities, driving higher levels of control and safety and enabling them to meet today's and tomorrow's operational challenges with confidence.
- **Greater Options for Inmates and their Contacts.** We connect Inmates with the people and

services that help with their rehabilitation. Our solutions align with recognized corrections best practices, including those aimed at preparing Inmates for successful reentry to society and reducing recidivism rates.

- **A Better Experience for Everyone.** We're committed to providing visionary technology, unmatched customer care and exception value to every corrections audience.

In addition, GTL has an impressive track record of innovation and has been recognized over the years and throughout the industry as being responsible for bringing new technologies and solutions to correctional and detention organizations across the country. GTL has set the standards by which all Inmate telephone system providers operate today and is responsible for bringing to market many "firsts" in the industry, as exemplified in the table below.

Track Record of Innovation – Industry "Firsts" from GTL	
• First "collect only" Inmate telephone system • First Windows-based integrated Inmate telephone system with modular design • First Web-based Inmate telephone platform • First continuous on-line diagnostics • First always-on voice and data network for Inmate phone system • First live remote network monitoring • First centralized call management • First user security profiles • First real-time call validation and blocking • First advanced call fraud detection • First automated billed telephone number (prepaid option) • First real-time Inmate debit calling • First collect calling option for cell phone accounts • First on-line client access to revenue and commission database • First remote monitoring, analysis, and recording replay	• First digital recording and warehousing with security envelope • First automatic transcription of recorded Inmate conversations • First automatic recording prioritization based on keyword recognition • First "Hot Number" alerts • First Inmate phone provider to comply with PREA guidelines • First Inmate Tip Line and Tip Line alerts to notify investigators • First fingerprint, camera, and open microphone options • First PIN-operated visitation phone system with recording, monitoring, and logging • First interfaces with OMS and commissary systems for Inmate PIN sharing • First Web-based offender management system (OMS) • First full integration of OMS and Inmate telephones • First commissary ordering by Inmate phone • First Sick Call application

GTL's Continued Commitment to Nebraska Department of Correctional Services

GTL welcomes this opportunity to present the NDCS a comprehensive solution for your requirements. We are confident our proposal is compliant with the RFP requirements and addresses all the goals and objectives in all key areas as defined in this RFP. GTL has consistently demonstrated over the years as business partners, our ability to deliver easy to use and time saving correctional technologies. We will deliver new and innovative solutions for complex problems, and automation to improve daily operational processes, which benefit the inmates, friends and family members, and state staff.

This combined with new technology proves that GTL is the correct choice. As demonstrated throughout our proposal, GTL understands the technical and service requirements, implementation, and overall operational environment of your facility to deliver a successful solution.

Our NDCS Project Team truly exemplifies a "Whatever-It-Takes" attitude in continuing our business partnership with you. GTL is committed to providing the highest quality, most reliable services available, at affordable rates to Inmates and family and friends, while meeting and exceeding the requirements of this RFP.

Proprietary Documents

1. | Proprietary Documents

Nebraska DOC

The Corrections Innovation Leader

1. As evidence of GTL's financial stability, please find as Attachment I our company's most recent audited financial statement and our bank reference enclosed in a **separate, sealed envelope** marked "CONFIDENTIAL" included with this proposal book. As a privately held corporation, Global Tel*Link considers its financial reports to be confidential and have labeled them thusly. We respectfully request that this confidential information, submitted for your review, be removed from our proposal books prior to public display of proposals after opening.

2. | Request for Proposal Form

Nebraska DOC

The Corrections Innovation Leader

State of Nebraska (State Purchasing Bureau)

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
State Purchasing Bureau 1526 K Street, Suite 130
Lincoln, Nebraska 68508
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 5289 Z1	**April 11, 2016**
OPENING DATE AND TIME	PROCUREMENT CONTACT
June 1, 2016 2:00 p.m. Central Time	**Robert Thompson / Nancy Storant**

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5289 Z1 for the purpose of selecting a qualified contractor to provide Inmate Calling Services.

Written questions are due no later than April 21, 2016, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov Written questions may also be sent by facsimile to (402) 471-2089.

A Pre-Proposal Conference and Site Visits with mandatory attendance will be held on May 2, 3, 4, and 5, 2016 at the times and locations listened in the schedule of events.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://das.nebraska.gov/materiel/purchasing.html

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered proprietary.[1]

~~In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services~~

[1] Per Addendum for Questions and Answers Round 1, Question #15

~~public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is propri etary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered propriety.~~

To facilitate such public postings, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_**NEBRASKA CONTRACTOR AFFIDAVIT**: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: Global Tel*Link Corporation

COMPLETE ADDRESS: 12021 Sunset Hills Road, Suite 100, Reston VA 20190

TELEPHONE NUMBER: 703-955-3910 FAX NUMBER: 703-889-5299

SIGNATURE: _____ DATE: May 27, 2016

TYPED NAME & TITLE OF SIGNER: Jeffery B. Haidinger, President and COO

Corporate Overview

3. | Corporate Overview

Nebraska DOC

The Corrections Innovation Leader

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

A. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

GTL has read, understands, and complies.

Table 1 Bidder Identification and Information

Name:	Global Tel*Link Corporation (GTL)
Mailing Address:	Corporate Headquarters 12021 Sunset Hills Road, Suite 100
City, State Zip:	Reston, VA 20190
Phone Number:	(703) 955-3910
Toll Free Number:	(844) 269-1981
Fax Number:	(703) 889-5292
Email Address:	rfp@gtl.net
Entity Organization:	corporation
Incorporation:	Idaho, 1992
	There has been no change in entity organization since inception.

Our company was established in 1989, operating under the name Global Tel*Link for our inmate telecommunication services and under the name Global Telcoin, Inc. for public payphone services. Since our incorporation in the State of Idaho in 1992, we have operated solely under the name Global Tel*Link Corporation; popularly abbreviated GTL.

B. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.

GTL has read, understands, and complies.

GTL has no judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

Financial Strength – Unmatched by Competitors

GTL is a financially sound and secure company with the resources to continue to fully support NDCS objectives. Our stability is underscored by:

- Reputable and solid financial investor, ***American Securities***: A leading U.S. middle-market private equity firm that invests in market-leading North American companies with annual revenues generally ranging from $200 million to $2 billion.
- Sound and liquid balance sheet able to support a contract the size of NDCS.
- **Liquidity** – Very strong liquidity position which provides us the cash position to handle NDCS requirements.
- **Leverage** – Relatively conservative leverage position compared with other companies in the industry.
- Strongest **cash flow** in the industry.
- Largest provider in the industry of automated technologies for correctional institutions; with the **highest annual revenue** and **largest asset base**.

GTL's significant market share and strong financial position within the industry is directly related to our customers' loyalty and trust in our products and services, resulting in multiple long-term contract awards, and consistent contract renewals. Customers like NDCS have placed great confidence in GTL to provide services over many years as evidenced by our market share.

The NDCS needs to continue to place its confidence in a large, respected company that has the experience and financial stability to perform its duties in delivering quality services. It

should be noted that GTL's financials are audited by Deloitte. The advantages of using a Big 4 Auditing Firm include:

- Credibility with the Securities and Exchange Commission (SEC) and other regulatory entities, grounded in professional relationships built over many years.
- Significant experience serving complex companies similar in size.
- Leadership in providing audit services to the telecommunications industry.
- Extensive, long-term investment in our practice, including technology, training, development of specialists, and thought leadership.
- GTL has been a stable partner for a decade and will continue to provide outstanding service to NDCS.

Financial stability coupled with the strongest cash flow in the industry provides the NDCS complete confidence in GTL to deliver our exceptional service and deliver the substantial guaranteed commissions required by the contract.

GTL mitigates bad debt through prevention. GTL establishes a balanced approach for blocking thresholds which provide customers with an opportunity to receive collect phones calls at reasonable volumes while preventing them from unknowingly accepting high volumes of collect calls and ultimately being surprised when they receive their telephone bills. This approach also limits unscrupulous consumers who actively attempt to deceive and accept telephone calls with no intentions of paying for the service rendered. GTL does not use a one size fits all policy rather we customize the limits based on the called party's ability to pay and history of payment. In addition to our collect calling program, we offer prepaid programs which customers may use to manage their personal budgets more closely. GTL offers customers the choice to receive their telephone calls through the traditional collect call method or a prepaid collect.

As evidence of GTL's financial stability, please find our company's most recent audited financial statement enclosed in a **separate, sealed envelope** marked "CONFIDENTIAL" included with this proposal book. As a privately held corporation, Global Tel*Link considers its financial reports to be confidential and have labeled them thusly. We respectfully request that this confidential information, submitted for your review, be removed from our proposal books prior to public display of proposals after opening.

Global Tel*Link Corporation has not operated under a different name, or affiliate, in the past three (3) years. Our company was established in 1989, operating under the name Global Tel*Link for our inmate telecommunication services and under the name Global Telcoin, Inc., for public payphone services. Since our incorporation in the State of Idaho in 1992, we have operated solely under the name Global Tel*Link Corporation; popularly abbreviated as GTL.

Additional Information in This Section

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Global Tel*Link Overview

Global Tel*Link Corporation (GTL) began operation more than a decade ago, providing inmate telephone service to NDCS correctional facilities in the southeast United States. Today, GTL provides an expansive portfolio of sophisticated correctional and rehabilitation technologies to every size of correctional facility in all 50 states.

4.0M+
VISITS MANAGED WITH

115
CORRECTIONAL FACILITIES USING VISMANAGER, GTL'S VISITATION PLATFORM

1 in 4
INMATES IN THE US ARE MANAGED BY GTL'S

OMS
(OFFENDER MANAGED SYSTEM), PROVING ITS RELIABILITY

~50%
SHARE OF INMATE TELEPHONE SERVICE MARKET

5
INVESTIGATIVE TOOLS OFFERED WITHIN THE INTELLIGENCE FAMILY

$545M+
PROCESSED IN CREDIT CARD PAYMENTS IN 2015 WITHOUT A SINGLE BREACH

300M
SONGS, MEDIA, AND EDUCATION MATERIALS DOWNLOADED

225M
CALLS HANDLED IN 2015

GTL DATA IQ
CAN INTERFACE WITH ANY THIRD-PARTY DATA SOURCE

Figure 1 Quantifying GTL's mission to pursue innovative vision, provide value, and engender trust

GTL's growth and longevity are the direct result of its adherence to its three core principles of operation: **Vision, Value,** and **Trust**. GTL's dedication to being true to these principles has

resulted in the development and deployment of the industry's most innovative, integrated, flexible products and services; the establishment of contractual business relationships entering their 24th year as well as the creation of new ones that could last just as long; and improvement of the integrity and transparency in the functioning of the corrections technology industry.

In the 27 years that GTL has served the corrections industry, it has solidified partnerships with its corrections customers, but has gained sensitivity to the unique needs of inmates, their family, and friends. GTL not only established the standard for the corrections services industry, but has continually raised the bar.

GTL's Innovative Vision

GTL is the market leader in integrated correctional technology solutions because its vision is futuristic and acute. We know that you look to us to deliver solutions that provide the highest levels of efficiency, control, and safety while connecting inmates to the people and services that support their rehabilitation. In order to meet and exceed our customers' expectations, our technology experts thrill to the challenge of divining what our customers will want and need in the future so that we can provide it today.

Strength of Our Patent Portfolio

A patent is an intangible asset that speaks volumes about its holder. A patent that is obtained honestly and legally is a testament to the originality and innovation of the claimant. GTL currently holds 60 patents for its products and services and has 47 new patent applications pending grant status. In 2015 alone, GTL was awarded 17 new patent and filed 23 new patent applications.

The patents most recently issued to GTL are at the leading edge of the company's portfolio of correctional technology, including investigative services, payment mechanisms, new three-way call detection, and telephone voiceprint – all representing the original intellectual creations of GTL's industry-leading team of engineers and developers.

GTL's patents and patent applications reflect GTL's investment in research and development, the great wealth of creative talent that GTL employs for its customers, and, perhaps most of all, the company's continued commitment to create products that improve both security and ease of communication.

GTL is dedicated to developing cutting-edge technologies that not only meet the current needs of its customers, but anticipate and address future needs, as well. GTL safeguards these innovations through the patent process, ensuring for its customers that they are receiving from GTL true, original, one-of-a kind solutions to their needs. As a consequence, GTL has patents that matter – creative, meaningful ideas presented honestly and with pride.

GTL's Delivery of Unmatched Value

Part of providing value and making customers' lives easier is serving as a one-stop shop where you can acquire integrated corrections technology solutions. We deliver a value based, proven, methodology for determining how various technological components fit together for optimal efficiency and control. Integration of GTL's numerous technology offerings AND between GTL's offerings and those of third-party vendors, is an underlying value of nearly every product and service GTL delivers.

Integrated Solutions

We are committed to pushing the envelope on how technology can help improve virtually every aspect of our customers' operations, including the day-to-day experiences of everyone in the corrections ecosystem: staff, inmates, family, and friends. From the hardened exteriors of our kiosks, phones and other in-pod devices, to the reliability and security of the software that powers our solutions, everything we provide is designed from the ground up with the rigors of the corrections environment in mind. Our solutions align with recognized corrections best practices, including those aimed at preparing inmates for successful re-entry into society and reducing recidivism rates. The following illustration shows how the products and services from each solution family meld to form a comprehensive range of offerings that meets the needs of correctional facilities.

Inmate Communications Solutions – Enabling Connections without Compromising Control

Connecting inmates to their friends and loved ones is an essential service with benefits for all involved. From secure telephones and in-pod kiosks to handheld devices, GTL is the trusted leader in helping correctional facilities leverage technology to enable connection without compromising control. Our robust and secure infrastructure completed over 225M calls totaling 3B minutes in 2015.

Investigative Solutions – Finding the Answers that Prevent and Solve Crimes

GTL offers a suite of cutting-edge Investigative Solutions that mines valuable data from mountains of recorded inmate telephone calls and creates actionable intelligence for investigative staff. Designed with input from leading investigators, field-tested technology reveals previously hidden activities, identifies incriminating calls, and helps investigators solve and prevent crimes.

Facility Management Solutions – Driving New Levels of Efficiency, Control, and Safety

Spanning the full spectrum of inmate/facility interaction, our Facility Management Solutions are engineered to provide correctional facilities of all sizes with enhanced levels of efficiency and greater control over the inmate population. From collecting and tracking inmate funds to having "one-stop" access to inmate data, facilities across the country rely on GTL's tested and proven technology.

Visitation Solutions – Improving the Visitation Process for Everyone

Smooth and efficient management of the visitation process is essential for maintaining security while providing meaningful opportunities for inmates to connect with their friends and loved ones. GTL Visitation Solutions make it easy to schedule and administer both on-premises and remote video visitation. GTL's Video Visitation system manages more than 8,800 visitation stations and over 4 million visits per year.

Figure 2 GTL's Product Wheel

Payment and Deposit Solutions – Ensuring the Quick, Accurate, and Secure Processing of Funds

GTL's best-in-class Payment and Deposit Solutions offer correctional facilities an end-to-end system for the timely and secure processing of funds. From lobby kiosks and lockbox solutions to automated telephone payments, we help automate labor-intensive, time-consuming processes while providing seamless, real-time integration across accounts and transactions. GTL processed 18M credit card transactions totaling over $545M without a single breach.

Content Solutions – Supporting the Rehabilitation Process

Aligned with industry best practices aimed at reducing recidivism rates, our Content Solutions put pre-approved educational and entertainment programs and materials into the

hands of inmates. This promotes self-reliance, self-esteem and a safer living environment while preparing inmates for a more successful re-entry into society.

GTL's Innovative Vision and Superior Value Engenders Trust

Trust is the most important core principle to GTL. We trust in ourselves to keep raising the bar on the development of visionary products and services, to always conduct our business with honesty, transparency, and integrity and we work for the trust from our customers. Customers who chose to partner with us based on our vision and value, and who choose to stay with us for decades because of our principled commitment to service.

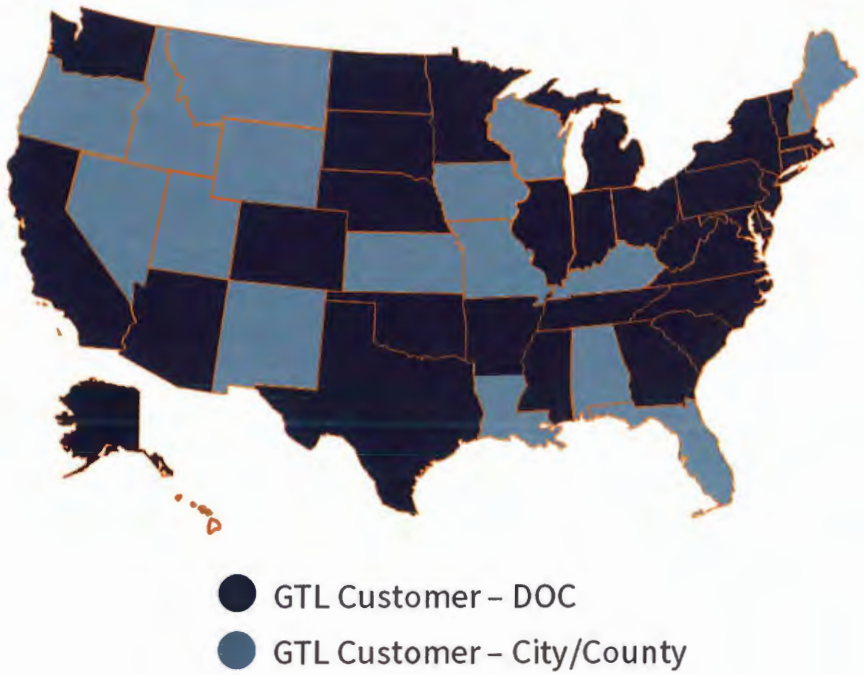

Figure 3 Correctional Technology Services

GTL provides inmate communications services and OMS nationwide, serving nearly 2,300 facilities and 1.7 million inmates in all 50 states, Puerto Rico and the District of Columbia. GTL system installations vary in scope and size as well as contract length. GTL provides technology services for 33 state DOC contracts and over 800 counties, including 29 of the 50 largest. GTL also provides service to the Federal Bureau of Prisons. GTL has an ever -growing client base because of the exceptional service, superior products, and revenue-generating opportunities we provide our customers. Figure 3 Correctional Technology Services

above illustrates the reach of our services.

Emphasis on Customer Service

GTL is committed to providing the finest level of technical support for our correctional facility clients and the very best customer service for the families and friends of inmates who use our

services. Technical support and billing customer service are provided entirely without cost to NDCS. Our comprehensive, trustworthy approach to service is outlined below.

- **Technical Support**: Twenty-four hours a day, 365 days a year, requests for service or reports of malfunctions go directly to GTL's Technical Service Center where highly trained GTL professionals determine the best course of action. Our toll-free technical service number is always answered by a live GTL representative.
- **Local Maintenance and Repair**: Field service technicians provided by, and certified by, GTL perform on-site repairs and routine maintenance for our installed systems. They are also available at all times to respond to emergencies. GTL provides qualified local staff through our subcontracted agreement with Cooper Communications Group (CCG), which is organized to provide this service exclusively for GTL accounts.
- **Billing Customer Call Center**: GTL provides the public (relatives and friends of inmates) toll-free access to our knowledgeable Customer Call Center staff seven days a week, 24 hours a day. We provide live customer service in both English and Spanish.
- **Proactive System Monitoring:** Systems installed by GTL are continuously monitored by experts in GTL's network and technical centers. Our network monitoring tools and system self-diagnostic features alert GTL to outages or major malfunctions, allowing us to quickly mobilize resources to address the problem. Changes in system performance, above or below defined thresholds, generate automatic alerts that allow us to proactively intervene before a minor issue progresses to the point of disrupting service.

Security – 18 Million Credit Transactions – No Security Breaches; No Data Center Outages

When a competitor's high profile data center outage and far-reaching security breach rocked the industry, GTL's longstanding investment in its security infrastructure resulted in another stellar year of performance with zero outages, zero data breaches, and over 18M credit card transactions safely executed.

All GTL operations, such as business practices; system development, deployment and functionality; and data acquisition, handling and storage are subject to stringent, detailed security policies and procedures.

Our inmate phone systems and deposit service systems are rich with fraud prevention features. We present below only a fraction of the policies and procedures GTL has in place to ensure data security and fraud prevention. If desirable, GTL's Chief Security Officer will be pleased to set up a meeting with NDCS for an in-depth review of our security methodologies.

GTL is one of the first organizations in the country with an employee that has been certified by the Payment Card Industry (PCI) Security Standards Council as an Internal Security Assessor (ISA). This ensures that our PCI compliance is held to the highest standard. GTL's handling of sensitive cardholder data is fully compliant with Payment Card Industry Data Security Standards (PCI-DSS). At the end of 2015, GTL had processed 18 million credit card transactions without a single security breach. As a result of our performance and diligence in achieving all necessary qualifications, GTL is classified by PCI as a Level 1 merchant – the

highest and most prestigious PCI security classification. GTL backs its expanding automated payment services profile with the highest degree of data security achievable. GTL maintains electronic money transfer licenses in all 50 states, has comprehensive OFAC and AML/BSA policies in place, and is fully compliant with FinCEN and state money transfer regulations.

Trust in GTL's Honesty, Transparency, and Integrity

GTL values its customers' trust in its operations, which is why it obtains patents for its original, innovative products and services. GTL's patented products and services are part of its trustworthy assurance to its customers that they are receiving the true and best value in corrections products and services, and not an inferior, copycat version.

GTL publicly exercised this conviction by confronting a corrections technology competitor before the US Patent and Trademark Office, and the Patent Trial and Appeal Board (PTAB), and exposing the entity as a bad actor within the industry. GTL stood for the practice of honesty, transparency and integrity in service to the corrections field when it challenged the validity of a competitor's core patents; those on which it bases its claims of being the best corrections technology vendor in the marketplace.

Over the course of the last decade, this vendor has filed at least 12 patent infringement lawsuits against 19 industry competitors, hurting both the ability of industry vendors to provide useful products and services, and threatening the ability of correctional facilities to receive the value they have been promised.

GTL challenged the truthfulness and validity of its competitor's patents for inmate telephone services, video calling, payment services, messaging service, investigative solutions, and other products, on the grounds that the existence of these bogus patents was a roadblock to free and fair industry competition. GTL viewed these bogus patents as a virtual "toll booth," extorting a toll from industry vendors in exchange for a right to participate in the market. There is no place in the public safety arena for a "sue and settle" business model.

Of GTL's eight challenges filed with the PTAB, that include 130 patent claims made by this bad actor, GTL has prevailed on seven, by which the PTAB has already invalidated 95 claims for their obviousness; in essence, the vendor's technologies are not original works, but in fact, copies of the ideas and inventions of others that already exist in the public domain. The PTAB further found that the entity had been misleading and disingenuous to the patent examiner in the prosecution of its bogus patent applications.

GTL's commitment to trust, both in giving and receiving, is the groundwork for every action it takes—with its customers and within its sphere of marketplace competition.

Investment in the Future

GTL is an industry leading technology provider with proven, superior patented proprietary technology supported by a best-in-class support staff. Moreover, GTL is one of the only providers with the capability and breadth to offer both centralized and premise based platforms, which enable GTL to offer solutions that seamlessly integrate into customers'

existing infrastructure. Additionally, GTL holds 33 patents, which are critical to its core competencies and technologies, and has additional patents pending.

GTL has invested tens of millions of dollars in its technology platform over the last five years to support customers' increasing reliance on complex technology solutions and their desire to work with a "one-stop" service provider. Importantly, as a result of a nearly decade long M&A strategy that both solidified GTL's prime position in the market and expanded its portfolio of integrated solutions, GTL is uniquely positioned to capitalize on new product opportunities as customers look to increase their service offering and revenue opportunities.

While other competitors continue efforts to develop ancillary, non-phone revenue opportunities, GTL has successfully commercialized its in-pod kiosk, video visitation, payment services, intelligence tools and OMS offerings with new wins and long-term contracts.

PCI Compliance

GTL has the distinction of being one of the first organizations in the country to have an authorized internal employee attend training and successfully pass all requirements for achieving the ***PCI Security Standards Council's certification*** as a Payment Card Industry Internal Security Assessor. Consequently, GTL is one of the first providers in the inmate telecommunications market to meet and exceed the control objectives of the Payment Card Industry Data Security Standard (PCI DSS).

PCI Security Standards Council, LLC
acknowledges that
Jason Marass
has successfully fulfilled the requirements for designation as a
Payment Card Industry
Internal Security Assessor
at the following named Sponsor Company
Global Tel*Link
as of 14 October 2013
PCI Security Standards Council
Certificate No.: 800-850
Robert Russo, General Manager
PCI SSC
This designation expires after one year and may be terminated for failure to satisfy any requirement applicable to Internal Security Assessors in accordance with the current version of the Payment Card Industry (PCI) Data Security Standard Validation Requirements for Internal Security Assessors.

Figure 4 GTL has a certified Payment Card Industry Internal Security Assessor

As the first company to deploy and manage a fully integrated and automated payment channel system including kiosks, web and IVR portals for a state DOC, annually GTL now processes over 14.5 million automated payment transactions for our customers nationwide and (unlike other correctional product providers) **GTL has never experienced a credit card or data breach**.

The security of GTL's electronic transactions is continuously monitored by internal processes and verified quarterly by an independent security scanning company.

As the largest provider in the industry of automated technologies for correctional institutions; with the highest annual revenue and largest asset base, GTL's internal, financial processes are subject to annual, in-depth auditing and certification by ***Deloitte***, one of the Big 4 auditing firms, as fully compliant with accounting principles generally accepted in the United States of America (***GAAP***).

91% Renewal Rate: Beyond certifications that GTL's business practices are held to the highest applicable standards, the highest honor we receive is the selection of GTL by its customers when given the choice to retain our services or select another provider's services. Our renewal rate is 91% which, in this hypercompetitive industry, is a testimony to the service we provide our customers and the value they ascribe to our services.

Trustwave®

Report Date: 2014-03-20

Vulnerability Scan Report: Attestation of Compliance

Scan Customer Information				Approved Scanning Vendor Information			
Company Name:	Global Tel*Link			Company Name:	Trustwave		
Contact:	Jason Marass	Title:		Contact:	Trustwave Support	URL:	www.trustwave.com
Telephone:	1 (251) 375-8072	E-mail:	jmarass@gtl.net	Telephone:	1-800-363-1621	E-mail:	support@trustwave.com
Business Address:	2609 Cameron Street			Business Address:	70 West Madison St., Ste 1050		
City:	Mobile	State/Province:	Alabama	City:	Chicago	State/Province:	IL
ZIP/Postal Code:	36607	Country:	US	ZIP/Postal Code:	60602	Country:	US

Scan Status

Pass	Scan Compliance Status
56	Number of unique components scanned that are in scope
0	Number of identified failing vulnerabilities
0	Number of components scanned by TrustKeeper but confirmed by the customer not to be in scope
2014-03-20	Date Scan Completed
2014-06-20	Scan Expiration Date (3 months from Date Scan Completed)

Scan Customer Attestation

Global Tel*Link attests that: This scan includes all components which should be in scope for PCI DSS, any component considered out-of-scope for this scan is properly segmented from my cardholder data environment, and any evidence submitted to the ASV to resolve scan exceptions is accurate and complete. Global Tel*Link also acknowledges the following: 1) proper scoping of this external scan is my responsibility, and 2) this scan result only indicates whether or not my scanned systems are compliant with the external vulnerability scan requirement of the PCI DSS; This scan does not represent Global Tel*Links overall compliance status with PCI DSS or provide any indication of compliance with other PCI DSS requirements.

Signature — Printed Name: Jason Marass

Information Security Director — Title

3/20/2014 — Date

Approved Scanning Vendor Attestation

This scan and report were prepared and conducted by Trustwave under certificate number 3702-01-07 (2012), 3702-01-06 (2011), 3702-01-05 (2010), according to internal processes that meet PCI DSS requirement 11.2 and the PCI DSS ASV Program Guide.

Trustwave attests that the PCI DSS scan process was followed, including a manual or automated Quality Assurance process with customer boarding and scoping practices, review of results for anomalies, and review and correction of 1) disputed or incomplete results, 2) false positives, and 3) active interference. This report and any exceptions were reviewed by the Trustwave Quality Assurance Process.

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Figure 7 PCI DSS Compliance Certificate

GTL Supports Industry Organizations

As a leader in the Corrections Technology Industry, GTL takes its involvement in the Corrections Community seriously. We support correctional industry organizations with monetary contributions and participation in various law enforcement and industry-related fund-raising events. GTL participates as a corporate member in the three largest corrections associations in the country.

- National Sheriff's Association (Corporate Member)
- American Jail Association (Corporate Member)
- American Correctional Association (Corporate Member)

GTL is a proud sponsor of the Correctional Peace Officer's Foundation. This foundation is a national non-profit charity that has as its primary mission to preserve and support the surviving families of Correctional Officers who lose their lives in the pursuit of their job.

GTL supports the many National and Regional organizations that provide training and networking for the Corrections Community. Some of which are the American Correctional Association, The American Jail Association, The National Sheriff's Association, The Southern States Correctional Association, West Virginia Association of Correctional Employees, The Virginia Correctional Association, The Virginia Association of Regional Jails, The Virginia Sheriff's Association, The Maryland Correctional Administrators Association, The Pennsylvania Prison Wardens Association and The Pennsylvania NDCS Correctional Association. GTL also supports the Mock Prison Riot held in Moundsville West Virginia to train Corrections, Law Enforcement and the Military in the appropriate tactics when dealing with riots.

GTL is heavily involved with the Law Enforcement Torch Run. For example, in Virginia GTL has helped sponsor the Virginia Law Enforcement Torch Run through donations to the Virginia Correction's Classic golf tournament, Riverside Regional Jail and Chesterfield NDCS Jail's Torch Run campaigns.

GTL is a supporter of and partner with the New York State Sheriffs' Association and have been in a partnership with them since 1999. They support and endorse GTL and we enjoy an exclusive status at all of their annual conferences.

GTL also provides support to the following agencies:

Alabama Sheriff's Association
Arizona Detention Association
Alabama Jail Association
Arkansas Sheriff's Association
California Sheriffs' Association
Correctional Peace Officers Foundation
NDCS Sheriffs of Colorado Association
Florida Sheriffs Association
Florida Sheriffs Youth Ranches
Idaho Sheriffs' Association
Iowa Sheriff's Association
Illinois Sheriffs' Association
Kansas Sheriff's Association
Kansas Jail Association
Louisiana Sheriff's Association (LSA)
Maine Jail Association
Minnesota Corrections Association
Mississippi Sheriff's Association
Missouri Corrections Association
Missouri Sheriffs' Association
Montana Sheriffs Association
National Association of Telecom Directors
Nebraska Sheriff Association
New Mexico Association of Counties (NMAC)
New Mexico NDCS Judges Association
North Carolina Sheriffs Association
North Carolina Correctional Association
New Jersey NDCS Jails Wardens Association
New York State Sheriff's Association
Oklahoma Corrections Association
Oklahoma Sheriffs' Association
Oregon State Sheriffs' Association
Sheriffs' Association of Texas (SAT)
South Dakota Sheriff's and Jail Association
Southern States Correctional Association (SSCA)
Texas NDCS Judges Association
Texas Jail Association (TJA)
Texas Chief Deputies Association
Utah Sheriffs' Association
Washington Association of Sheriffs and Police Chiefs
Western States Sheriff's Association

GTL's focus and commitment extends to all our customers: state, NDCS, regional, and municipal; with some customer relationships in place for more than twenty years. While technology and market conditions have changed and evolved, customers remained with GTL as a result of our overall service and focus on each customer's unique requirements.

Table 2 GTL's Top Long-Term Customers

	Customer Since	Number of Years
Georgia DOC	2001	15
New Jersey DOC	1984	32
Philadelphia Prison System, PA	1984	32
Ohio DOC	1989	27
Mobile NDCS Metro, AL	1991	25
Virginia DOC	1992	24
California DOC	1992	24
Minnesota DOC	1994	22
Average Years		25

Emphasis on Security

ALL GTL OPERATIONS, including business practices; system development, deployment and functionality; and data acquisition, handling and storage are subject to stringent, detailed security policies and procedures. Our inmate phone systems and deposit service systems are rich with fraud prevention features. We present below only a fraction of the policies and procedures GTL has in place to ensure data security and fraud prevention. If desirable, GTL's Chief Security Officer will be pleased to set up a meeting with the NDCS for an in-depth review of our security methodologies.

- GTL is one of the first organizations in the country with an employee that has been certified by the Payment Card Industry (PCI) Security Standards Council as an Internal Security Assessor (ISA). This ensures that our PCI compliance is held to the highest standard. GTL's handling of sensitive cardholder data is fully compliant with Payment Card Industry Data Security Standards (PCI-DSS).
- All GTL data centers are managed using one centralized badge access system to ensure that only appropriate employees have access to physical servers. All data centers are under 24/7 Closed Caption Television monitoring using a centralized system providing access to all live and recorded video feeds. No visitors or janitorial staff are permitted within our data centers without an approved escort.
- GTL utilizes the SafeNet Key Encryption Appliance to ensure the highest level of protection for our cryptographic keys and the industry's highest level of encryption. Keys used for encryption are housed within the hardware appliance and never leave the device. Three key custodians are required to create each part of a new key

ensuring that no one person knows the entire key. PCI permits the storage of encrypted keys on the network. Our device goes above and beyond that requirement.

- Cisco Intrusion Prevention Systems are deployed to alert the Information Security Department to potential attacks and automatically block such attacks. Many companies choose to go with an Intrusion Detection System to simply alert to potential attacks. Our systems automatically block suspected malicious traffic.
- Cisco ASA Firewalls utilize ACL rules to manage network traffic and block unauthorized access.
- A robust centralized log monitoring solution alerts the Information Security Department based on pre-defined and internally developed alarm rules. This application is monitored daily to detect other anomalies that might be indicative of inappropriate use of GTL assets.
- A Wireless Intrusion Prevention System is deployed at all GTL office locations throughout the country to alert and prevent against the installation of rogue wireless access points. This system also ensures that only authorized employees have access to GTL wireless networks.

Financial Loss Controls

GTL has implemented the following controls to help minimize bad debt. Any financial losses incurred as a result of bad debt are borne entirely by Global Tel*Link.

Billing Limits: GTL uses a balanced approach for blocking thresholds, designed to provide customers with an opportunity to receive collect phones calls at reasonable volumes while preventing consumers from unknowingly accepting high volumes of collect calls and ultimately being surprised when they receive their telephone bills. This approach also limits unscrupulous consumers who attempt to deceive and accept telephone calls with no intentions of paying for the service rendered. GTL does not use a one size fits all policy rather we customize the limits based on the called party's ability to pay and history of payment. Billing caps are included in the automated operator's opening message to a called party. Limits can be raised or lowered at Global Tel*Link's discretion.

Usage limits (caps) apply only to collect calls billed through the customer's local telephone service provider or to credit limits for direct bill customers. Call usage for AdvancePay and PIN Debit are balance dependent. No other limits or caps apply to AdvancePay or to PIN debit.

Real-Time Number Validation: Calls through GTL's Inmate Telephone System are validated in real time. Validation, which takes only a few seconds, occurs during call setup and includes, among other steps, passing the number through GTL's contracted Line Information Database (LIDB) hub where it is checked for fraud/bad debt attributes, operational status, and billable status (e.g. payphones are not billable). If the LIDB-pass identifies a household number as high risk for bad debt, the ITS blocks the number for collect calls, but allows the call process to continue through the AdvancePay channel, which will offer the consumer an option of setting up a prepay account (described below).

AdvancePay Accounts: Some people are better able to manage expenses for inmate calls by prepaying a specified amount. When an inmate attempts to dial a number that cannot receive collect calls, the ITS will place the inmate on hold while the option is given to the called party to set up an AdvancePay account that will allow inmate calls up to a specified amount to be charged to the party's VISA or MasterCard. If the party chooses to setup an AdvancePay account using GTL's automated system, after the party provides the appropriate information, the inmate's current call is connected. Alternately, the called party is given the option to call GTL's toll free number to setup an AdvancePay account using other payment methods.

TalkNow Program: GTL's TalkNow Program, with its BillMyCard and BillMyCell options, allows single call billing, without the need of a prepaid account. When a called number is blocked against collect calls and the party elects not to set up or replenish a prepaid account, the BillMyCard option permits the call to be billed to the called party's debit/credit card. The BillMyCell option is available only to qualifying mobile phone numbers (those where a billing relationship with the wireless carrier exists) and allows the charges associated with the call to appear on the called party's mobile phone bill.

Vigorous Collections Policy: Calling campaigns are initiated each month to personally contact customers with outstanding direct bill invoices over 30 days. As needed, GTL's various prepay alternatives are explained.

—END OF SECTION—

C. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

GTL has read, understands, and complies.

No change of ownership for GTL is anticipated during the 12 months following the proposal due date.

D. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

GTL has read, understands, and complies.

GTL Site Administrator Holly Rohde and GTL Site Technician Mike Bell are located at NDCS in Lincoln, Nebraska.

Global Tel*Link Headquarters 12021 Sunset Hills Road, Suite 100 Telephone: (703) 955-3887 Reston, Virginia 20190	**Global Tel*Link Houston Data Center** 5959 Corporate Drive Suite LL300 Houston, TX 77056 *Network Operations • Validation • Call Data Storage*
Global Tel*Link Business Office 6612 East 75th Street Telephone: (317) 558-3151 Fax: 800-941-1062 Indianapolis, IN 46250	**Global Tel*Link Fort Worth Data Center** 4800 Alliance Gateway Freeway Suite 100 Fort Worth, TX 76177 *Engineering Resources • Call Data Storage*
Global Tel*Link Operations Center 2609 Cameron Street Mobile, AL 36607 Telephone: (251) 479-4500 Toll Free: (800) 489-4500 Fax: (251) 375-2049 Design ★ Programming ★ Manufacturing	**Global Tel*Link Plano Center** 3801 E. Plano Parkway, Suite 100 Plano, TX 75074 *Engineering Resources • Call Data Storage*
	Global Tel*Link OMS Operations Center 5000 Sixth Avenue Suite 1 Altoona, PA 16602 *Offender Management System Operations*

Production ★ Training ★ Technical Support Validation Database ★ Call Data Storage Billing ★ Billing Support	*Design • Development • Sales • Support* **Global Tel*Link Gainesville Support Center** 4550 N.S. 6th Street Gainesville, FL 32609 *Technical and Billing Support Backup Services*

E. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

GTL has read, understands, and complies.

GTL has provided the inmate calling system for the State since 2008 under amendments to contract number 35216 04. The original contract was between the State and Public Communication Services, Inc., a firm GTL acquired in 2010.

F. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past two (2) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

GTL has read, understands, and complies.

No party named in GTL's proposal response is or was an employee of the State within the past two months. No employee of any agency of the State of Nebraska is employed by either GTL or a sub-contractor to GTL.

G. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

GTL has read, understands, and complies.

Neither GTL nor its sub-contractors have had a contract terminated for default during the past five (5) years.

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

1. **Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:**
    a. **The time period of the project;**
    b. **The scheduled and actual completion dates;**
    c. **The Contractor's responsibilities;**
    d. **For reference purposes, a NDCS (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and**
    e. **Each project description shall identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.**
2. **Contractor and Subcontractor(s) experience must be listed separately. Narrative descriptions submitted for Subcontractors must be specifically identified as Subcontractor projects.**

3. **If the work was performed as a Subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.**

GTL has read, understands, and complies.

All the following projects were completed by GTL with no sub-contractor involvement:

- Oklahoma Department of Corrections
- Michigan Department of Corrections
- Colorado Department of Corrections

GTL currently manages, and is responsible for, every aspect of the NDCS ITS. GTL does not use subcontractors.

Project Details

Oklahoma Department of Corrections	
Date of Services	December 2007 to Present; contract renewed December 2012
Contact Name	Tina Hicks, Associate Director
Contact Telephone/Email	Office (405) 425-2721 tina.hicks@doc.state.ok.us
Contact Address	3400 Martin Luther King Oklahoma City, OK 73111
GTL Responsibilities	As Prime Contractor, GTL provides 19,267 offenders at all 37 Oklahoma Department of Corrections Facilities Inmate Telephone Service providing traditional collect calling, advance paid collect, and offender PIN debit. GTL also provides Commissary balance check via phone, offender debit balance via phone, and voice biometrics. GTL's system processes an average of 1.5 million completed calls and provides more than 988 inmate telephones. The annual revenue is $4.5 million.

Michigan Department of Corrections	
Date of Services	February 2011 to Present
Contact Name	Paul Slagter, Administrative Assistant
Contact Telephone/Email	Office (517) 241-7796 Cell (517) 243-2603 slagterp@michigan.gov
Contact Address	206 E. Michigan Ave, Lansing, MI 48933
GTL Responsibilities	As Prime Contractor, GTL provides all ICS services including Collect, Prepaid Collect, and Inmate Debit. GTL transitioned MDOC's 44,000 inmates in 6 weeks with little-to-no down time. All call requirements, special numbers, security parameters and inmate debit accounts were moved to GTL's ICMv ICS. MDOC uses PIN's and PAN lists that are controlled by GTL Site Administrators located throughout the state. Michigan has 2,796 inmate telephones, and completes an average of 1.078 million calls per month. The annual revenue is $16.9 million.

Colorado Department of Corrections	
Date of Services	1995-present; contract renewed several times, including in August 2015 to run through July 2020 with three, one-year extensions
Contact Name	Mrs. Amy Bradley, CIPS Manager
Contact Telephone/Email	Office (719) 269-4263 amy.bradley@doc.state.co.us
Contact Address	275 W. Hwy 50, Canon City, CO 81201
GTL Responsibilities	GTL has been the Prime Contractor since 2006 and provides the statewide, centralized-based inmate calling system providing called party prepaid, inmate paid debit and traditional collect calling capabilities to 25 correctional facilities. Service includes integrated inmate debit with a direct interface to the DOC's commissary system. Colorado has 1,512 Inmate Telephones and 18,258 inmates. GTL subsidiary Value Added Communications was a sub-contractor from 1995-2006. Recent extension includes investigative tools and plan to implement Video Visitation and tablets.

—END OF SECTION—

I. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

GTL has read, understands, and complies.

This Response Section Contains

The GTL Team 37
Current Tasks of Inmate Calling Admin 39
Holly Rohde, NDCS Site Administrator 41
Mike Bell, NDCS Site Technician 42
Brian R. Galke, Account Executive 43
Tom Meriam, Sales Vice President Central/West Region 44
Bob Parnell, Field Service Manager 45
Philip Jones, Director of Field Services 46
Sunita Mehta, Training 48
Steve L. DeForrest, Executive Director of Implementation 50

The GTL Team

As the incumbent provider for the past eight (8) years, we will continue to maintain the current Core Project Team for the implementation and management of new ITS features. This team has a strong understanding of the current processes currently in place and is among the most experienced and qualified in the industry. They have been organized along functional lines to provide responsive, end-to-end support for all aspects of the project. Many team members have been supporting NDCS for the life of the current contract. The roles and responsibilities of GTL personnel are summarized in the table below, and resumes for key personnel appear on the pages that follow.

GTL's Account Management Team has vast experience, garnered from working with NDCS, as well as other facilities across the United States, providing NDCS with a company, GTL, that understands your environment, polices and procedures.

Name	Title	Role in Support of NDCS	Currently Supporting NDCS
Holly Rohde	Site Administrator	**Holly is the Site Administrator for NDCS and has developed intimate knowledge of the ITS, state facilities, and the Department's policies, procedures, and culture over the past ten years.** Holly will continue to provide superior service for the new contract.	✓
Mike Bell	Site Technician	**Mike Bell has provided technical and system support services for the Nebraska Department of Correctional Services for ten years.** Mike's experience includes providing support for NDCS staff and field services for installations and maintenance of telephone and computer systems serving NDCS facilities.	✓
Brian Galke	Account Executive	Brian is the Account Executive who serves as the primary contact, liaison, and facilitator to ensure that NDCS needs are understood and accommodated.	✓
Tom Meriam	Director of Sales	Tom provides support to ensure proper corporate commitment and resources for the State's needs. His years of experience in corrections ensures outstanding leadership and direction to the NDCS account team.	✓
Bob Parnell	Field Service Manager	Bob is the **single point of contact** for all field service-related issues. He manages the Site Administrator and Site Technician dedicated to NDCS.	✓
Philip Jones	Director of Field Services: Southeast, Mid-Atlantic, North Central	Phillip manages implementation and maintenance activities performed by regional support staff, including Bob and other Field Service Managers.	✓
Sunita Mehta	Client Systems Trainer / Coordinator	Sunita will coordinate and provide formalized **on-site training**.	✓

Name	Title	Role in Support of NDCS	Currently Supporting NDCS
Steve L. DeForrest	Executive Director of Implementations	Steve will be the GTL Project Implementation Manager for the implementation of the new ITS. Steve is responsible for scheduling, coordinating, and managing **all resources and tasks** associated with the implementation.	✓

GTL's commitment to the NDCS includes providing personnel who are dependable, informed, and accountable, and to support the NDCS's Project for the entire duration of the Contract. If, at any point during the Contract term, GTL finds it necessary to replace a key project member we will notify the NDCS and seek the NDCS's written approval of the replacement. Upon contract award the NDCS reviews and approves GTL's Project Staffing Plan. For the duration of the contract, the NDCS has the right to request or require the removal from the Project any personnel found, in the judgment of the NDCS, to be unacceptable.

GTL's monitoring and evaluating of both GTL employees and subcontracted personnel associated with the Project is continuous and occurs at multiple levels. Our Department heads have direct responsibility for the on-going operation and support of our customer accounts and are fully accountable to upper management.

Should a GTL employee or subcontractor fail to perform to the standards set by GTL or the NDCS, GTL will issue a cure letter providing the employee or subcontractor an opportunity to correct the deficiencies. Should the individual fail to adequately correct the deficiencies within the allotted 30 days, GTL will replace the individual to fulfill the contractual requirements with an alternate subcontractor or staff employed by GTL. GTL will involve the NDCS Operations Manager during this process and allow for recommendations that will best serve the NDCS. GTL will not permit failure of a GTL employee or subcontractor to affect the NDCS's Project in any way.

Current Tasks of Inmate Calling Admin

GTL SYSTEM ADMINISTRATOR

NDCS's selection of GTL to continue serving the State would mean Holly and Mike remain constant, full-time GTL employees dedicated to your account for quick and timely response to service issues. Changing vendors—and losing Holly and Mike—would dismantle the process that has been working effectively at NDCS for nearly a decade.

Workflow	Activity	Activity Details
Inmate Status		
	De-activate inmates discharged the day before.	GTL Interface Email Hard Copies for NDCS and Retired Inmate 1-Year buffer files
Accounting		
	YRTC- Kearney debit purchases	JMS Email Date stamp and file
	YRTC-Geneva debit purchases	JMS Email Date stamp and file
General Administrative		
	Answer Telephone	
	Shredding	First of the month, shred last year's files.
	Managing Discharged/Active File Transfers	
	Make hard copies of all Forms and Kites sent through in-house mail. Process the forms.	Forms get 2 copies and kites get 1 copy made (kite already has a carbon copy attached, which is the inmate copy).
	Return to requestor.	Via same method as it was incoming: email, in-house mail using manila envelope placed in mailroom; fax.
	Interview Request Forms (kites)	Ranges from quick data lookups to research into technical issues.
System Admin and Reporting		
	Open, Close, and Manage Trouble Tickets	
	Setup User Accounts for NDCS Employees	
	Daily Reports to NSP control unit on all calls from previous day	
Forms		
Social Standard Form	Inmate's first form	• 90/30-day change • Verification of each number, name, address • Comparison to other inmate PANs • Duplicates, deletions • Exceptions
	Re-activate a returning inmate	
	Re-activate a return inmate from NDCS/escape	
Confidential Special Form	In-State Attorneys	• Verification of name, address, number, and Bar Association membership • Written approvals
	Out-of-State Attorneys	
	State Senators	

GTL Team Member resumes begin on the following page.

Holly Rohde, NDCS Site Administrator

Telephone: (402) 202-8534 | email: holly.rohde@gtl.net | Lincoln, NE

Qualifications	Holly is the Site Administrator for NDCS and has developed intimate knowledge of the ITS, state facilities, and the Department's policies, procedures, and culture over the past nine years. She will continue to provide superior service for the new contract. Holly is pivotal to NDCS operations due to her nine years of experience and knowledge of all aspects of the NDCS ITS.
Areas of Expertise	• De-activates inmates who discharged the day before • Pulls those inmate's file and put them in the de-activate file cabinet (keeps files for one year) • Enters YRTC- Kearney debit purchases • Processes all forms submitted by all facilities • Processes all Interview Request forms (kites) submitted by the facilities • Makes copies of all forms and kites sent through in-house mail • Sends back all forms to the appropriate facilities. • Files all forms/kites into the inmate's file • Shreds all discharge files and YRTC-Kearney debit purchases from the current month from the previous year • Pulls returning inmate's file from discharged filing cabinet and return to active filing cabinet • Manages any open trouble tickets/actions and updates • Opens and closes trouble tickets/ actions • Sets up user accounts for DCS employees
GTL Experience	NDCS Dedicated Inmate Telephone System (ITS) Administrator (2010-Present) NDCS Dedicated ITS Administrator, Public Communications Services (2005-2009)
Responsibilities	Management and administration of the NDCS ITS, handling multiple tasks with excellent customer service and dedication to detail. **Has worked with NDCS for more than ten years.**
Previous Experience	2005 – 2008, Cooper Communications Group, ITS Administrator
Education	Graduated from Lincoln Northeast High School, Lincoln, Nebraska
References	Jeffrey Peterson | 575 S. 10th St., Lincoln NE 68508 | (402) 441-7207 Kasie Asche | 5333 West Walker Ave., Lincoln NE 68524 | (402) 802-4771 Lynette Fries | 7231 Francis St., Lincoln NE 68505 | (402) 310-3539

Mike Bell, NDCS Site Technician

Telephone: (402) 430-5656 | email: mike.bell@gtl.net | Lincoln, NE

Qualifications	Mike Bell has over 30 years of experience in the telecommunications industry. **He has provided technical and system support services for the Nebraska Department of Correctional Services for nearly 10 years.** Mike's experience includes providing support for NDCS staff and field services for installations and maintenance of telephone and computer systems serving NDCS facilities. His experience and commitment to quality service helps maintain optimal system performance and ensures timely resolution of problems.
Areas of Expertise	Technology Installations – Participating in installations of innovative technologies designed to meet the special needs of correctional clients. Field Service – Managing and delivering quality maintenance and trouble resolution for installed systems. Application Specialist – Providing administrative and investigative support to correctional staff using software interface applications.
GTL Experience	NDCS Dedicated System Administrator/Technician, GTL (2010-Present) NDCS Dedicated System Administrator/Technician, PCS (2005-2009)
Responsibilities	• Mike currently provides on-site and field services in support of GTL technologies installed at NDCS facilities. • Technology implementation responsibilities include participating in site surveys and equipment installation. • Performs maintenance and repair services for installed equipment, including inmate telephones and system equipment. • Provides software system support for NDCS administrative and investigative staff. • Initiates and responds to communications with remote technical support staff to address and resolve system or network issues; escalating issues if necessary.
Previous Experience	2003 – 2004 various employment, including Police Officer with Lincoln Police Department; satellite installer; contract cable slicer. 1997 – 2002 Alltel Communications; Digital Service Technician 1969 – 1997 Lincoln Telephone Company; various positions including Customer Service Technician, Cable Facility Technician, Cable Technician, Network Technician
Education	Attended University of Nebraska, Lincoln. Additional Education and Training: C.W.A University of Iowa Leadership School George Meany Center for Labor Studies Aliant Communications Mutual Gains Bargaining School
References	Craig Zachariasen | 6721 S. 66th, St., Lincoln NE 68516 | (402) 420-7233 Don Montgomery | 15800 Bennett Rd., Bennet NE 68317 | (402) 782-8085 Doug Nickell | 3241 N. 68th St., Lincoln NE 68507 | (402) 466-7799

Brian R. Galke, Account Executive

Telephone: (817) 689-4274 | email: brian.galke@gtl.net | Office in Dallas, TX

Qualifications	Brian Galke has over 14 years supporting innovative telecommunications and computer technologies designed to meet the special needs of correctional clients. His in-depth technical knowledge and extensive service management experience are augmented by an unwavering commitment to customer satisfaction.
Areas of Expertise	• Project and Account Management • Product Training and Demonstration • Customer Service, Support, and Troubleshooting • Business Development and Process Improvement
Key Projects	Product demonstrations and training for numerous Department of Corrections (CA, CO, MA, MD, NC, NJ, NY, OK, SC, PA, and WA) and Counties (Maricopa, City of Philadelphia, North Hampton, Allegheny, etc.)
Job Title	Account Executive/Product Specialist (2013-present)
Responsibilities	Holds relationships with GTL base accounts NDCS, AR DOC, CO DOC, OK DOC, and SD DOC. Identifies client needs and defines bid strategy for RFPs for secure inmate calling platforms, video visitation systems, and related systems associated with inmate communications.
Job Title	Sales Engineer (2011-2013)
Responsibilities	Identifies customer technical requirements and creates new feature request white papers. Assisted Account Executives with product demonstrations and documentation for new site installs. Serves as liaison between the Sales Organization and the other groups within the company. Provides system and new feature training to GTL staff and GTL customers.
Job Title	Multiple Positions with Value Added Communications (2001-2011; company acquired by GTL)
Responsibilities	Sales, Training, Customer Support, and Account Management
Education	B.A., Communication Services, Texas Tech University, Lubbock, Texas
Professional Training and Certifications	Microsoft Certified Systems Engineer, CCI Cisco Certified Network Associate, North Lake College, Irving, Texas
References	Amy Bradley, CIPS Manager, Colorado Department of Corrections amy.bradley@state.co.us | (719) 269-4263 Kent Peck. Administrative Operations Manager Oklahoma Department of Corrections kent.peck@doc.state.ok.us | (405) 425-2199 Mark Turner, Mayor, City of Wills Point Mayor@cityofwillspoint.com | (214) 577-6590

Tom Meriam, Sales Vice President Central/West Region

Telephone: (972) 535-3372 | email: tom.meriam@gtl.net | Office in Plano, TX

Qualifications	Tom Meriam has more than 21 years of experience working alongside correctional professionals nationwide. Tom has led teams that have developed and implemented key security features such as three-way call detect and voice biometrics. Furthermore, he has expertise in the area of reentry programs for ex-offenders leaving long term incarceration. His reentry efforts has greatly assisted states in reducing recidivism and saving taxpayers millions.
Areas of Expertise	• Sales leadership and account management – financial and operational scope • Technical skills related to telecommunications equipment, both hardware and software • Customer satisfaction focus – able to assess needs and deliver • Organizational leadership – setting priorities, assisting team members in the operation of their respective areas
Key Projects	• Co-founder of the Community Care Program, which assists in reentry. • Bringing together 50+ faith-based ministry programs to assist in reentry. • Design and installation of the first off-premise ICS platform for an IXC. • Provided sales leadership to over 1,100 correctional facilities.
Job Title	Director of Sales (June 2014-present)
Responsibilities	Responsible for Sales Team and accounts located throughout the South Central area of the U.S
Education	B.S., Public Relations; Minor, Criminal Justice Georgia State University – Atlanta, Georgia
References	Jack Laughlin, Service Division Manager Colorado Department of Corrections jack.laughlin@state.co.us | (719) 269-4539 Larry Gardner, Chaplin –Region II Texas Department of Criminal Justice Larry.Gardner@tdcj.texas.gov | (214) 846-8362 Wayne Johnson, Executive Director Community Care Program wjohnson@ccpofamerica.com | (214) 454-3292

Bob Parnell, Field Service Manager

Telephone: (319) 360-3999 | Email: bob.parnell@gtl.net | Cedar Rapids, IA

Qualifications	Bob Parnell has more than 28 years of technical and management experience; with over 13 years providing support and field services for installations and maintenance of telephony and computer systems serving correctional and detention facilities. His personal commitment to customer satisfaction results in optimal system performance and timely resolution of problems.
Areas of Expertise	Technology Installations – Overseeing installations of innovative technologies designed to meet the special needs of correctional clients. Field Service – Managing the delivery of quality maintenance and trouble resolution for installed systems
GTL Experience	Mr. Parnell has managed field services for GTL correctional clients since 2003.
Responsibilities	Technology implementation responsibilities include: Ensuring proper security briefing and clearance of on-site personnel; directing site surveys; overseeing installation activities; and facilitating communications with the client. For the term of the contract: Directs and manages activities of field repair technicians; proactively identifies service needs and ensures appropriate allocation of resources to meet those needs. For the term of the contract: Initiates and responds to communications with remote technical support staff to address and resolve system or network issues; escalating issues if necessary.
Previous Experience	Tempo (A Textron Comp.) Camarillo, CA — 2001-2002 Regional Sales Manager Cisco Systems, Optical Networking Group — 2000-2001 Sales/Systems Engineer Marconi Communications, St. Louis, MO — 1996-2000 Area Manager McLeod*USA, Cedar Rapids, Iowa — 1993-1996 Project Manager
Education	Master of Business Administration (MBA), Upper Iowa University Bachelor of Science (BS) Business Management, Mt. Mercy College Associate of Arts Business Management, Kirkwood Community College Communications Electronics, Ranken Technical Institute
References	Kathy Ludwig, Associate Warden Minnesota Department of Correction, MCF-St Cloud 2305 Minnesota Blvd. SE, Box B, St. Cloud MN 56302 kathy.ludwig@state.mn.us | (320) 240-3072 Mark Uner, Deputy Director – Intelligence Office of Special Investigations 1450 Energy Park Drive, St. Paul MN 55108 mark.uner@state.mn.us | Office (651) 361-7773 | Cell (651) 775-4963 David Beth, Sheriff, Kenosha NDCS 1000-55th St, Kenosha WI 53140-3794 david.beth@kenoshaNDCS.org | (262) 605-5100

Philip Jones, Director of Field Services

Telephone: (502) 239-4375 | Email: philip.jones@gtl.net | Office in Louisville, KY

Qualifications	Philip Jones has over 10 years of experience in systems analysis and 10 years of experience in software development and 14 years of project management / field services management. He joined the team in 1999 as a Field Service manager, managing the states of Kentucky, Arkansas, Mississippi, Louisiana and Tennessee. Philip has been a director for over 5 years managing 19 states in the Southeast, Mid-Atlantic and North Central Region. Philip has successfully managed over 600 facilities and 30,000 inmate telephones. Philip has managed projects for the United States Department of Motor Vehicle Registrations, written communication emulations and transfer protocols, managed large DOC Implementations and continued support for maintenance, repairs and point of contract.
Areas of Expertise	Telecommunications / Telephony Computer Hardware / Software Implementation / Project Management
Key Projects	Philip was involved in managing the implementation for field services and the ongoing management of the support of the several major projects. State Agencies: Alabama DOC, Arkansas DOC, Florida DOC, Georgia DOC, Kentucky DOC, Louisiana DOC, Minnesota DOC, Mississippi DOC, Nebraska DCS, North Carolina DOC, South Carolina DOC, Tennessee DOC, Virginia DOC, West Virginia DOC, West Virginia RJA NDCS Agencies: Brevard NDCS, Fla.; Charlotte NDCS, Fla.; Cobb NDCS, Ga.; Davidson NDCS, Tenn.; DuPage NDCS, Ill.; Duval NDCS, Fla.; Greenville NDCS, S.C.; Hamilton NDCS, Tenn.; LaSalle NDCS, La.; Madison NDCS, Ala.; Mecklenburg NDCS, N.C.; Miami Dade, Fla.; Mobile NDCS, Ala.; Montgomery NDCS, Tenn.; Pinellas NDCS, Fla.; Polk NDCS, Fla.; Orange NDCS, Fla.; Shelby NDCS, Tenn.
Job Title	Director of Field Services: Southeast, Mid-Atlantic, North Central (1999-present)
Company Name	Fulfillment Concepts Inc.
Job Title	Executive VP (1989-1999)
Responsibilities	Managed teams of Network System Administrators that supported Windows NT 4.0 Servers, Novell Network Servers, 100+ Workstations (DOS, Windows 3.1, Windows 9x, Windows NT Workstation) using TCP/IP, IPX/SPX, NETBIOS and NetBEUI protocols over 100 / 10 MB twisted pair cabling with multiple routers, bridges and network hubs. Researched new hardware, software, and emerging technologies to identify cost effective means of improving processing efficiencies and/or expanding network and user capabilities. Managed teams of software developers and engineers.

Education	B.S., Computer Science University of Central Oklahoma – Edmond, Oklahoma Graduate Classes in Business Administration and Computer Science Memphis State Technical Institute – Memphis, Tennessee University of Louisville – Louisville, Kentucky
Professional Training and Certifications	LazerPhone Inmate Telephone Systems and Web Application Global Tel*Link Value Added Communications (VAC) Inmate Telephone Systems Value Added Communications (subsidiary of Global Tel*Link) Telecommunications, Wiring, and Related Technologies University of Oklahoma – Norman, Oklahoma University of Louisville – Louisville, Kentucky Specialized Security Program MCI, WorldCom, Verizon, and Verizon Business Certificates in Internet Security, World Wide Web Certification, Security Compliance Training, and IT Security Training Global Tel*Link Windows Administration and Core Technologies, SQL Server Administration, Migration from Novell Netware to Windows, Hardware and Software Diagnostics and Repair Microsoft and Novell
References	Sean K. Smith, Director Corrections Investigation Division Mississippi DOC 633 North State St., Jackson, MS 39202 sesmith@mdoc.state.ms.us | Cell: (601) 573-5613 Jeff Yallope, Manager, Customer Support & Telecommunications Shelby NDCS Government 160 North Main Street, Suite 1000 | Memphis, TN 38103 Office: (901) 222-2675 | Mobile: (901) 601-0581 jeff.yallope@shelbyNDCStn.gov | www.shelbyNDCStn.gov Joan Sheffer, IT Manager Davidson NDCS Sheriff 506 2nd Avenue North, Nashville, TN 37201 (615) 862-6829 | jsheffer@dcso.nashville.org (609) 292-4036 | Melissa.Johnson@doc.nj.gov

Sunita Mehta, Training

Telephone: (251) 338-8862 | Email: sunita.mehta@gtl.net | Office in Mobile, AL

Qualifications	Sunita Mehta joined GTL in 2001 in the Technical Support Department working with customers to troubleshoot system issues and provide resolution and provide user training on a one-to-one basis. In 2005, she assumed the role of Assistant Marketing Manager with responsibility for the production of marketing collateral, providing trade show support, conducting product demonstrations, and delivering customer-facing training (on-site and web-based) and internal training on new system features. In 2008, Ms. Mehta was promoted to GTL Customer Training Manager where she led thousands of customer training sessions across all GTL telecommunications platforms. During her tenure, she pioneered an e-learning initiative to provide web-based training as a flexible alternative to on-site training. As well, she led the development of a video tutorial library to allow users to learn at their own pace from the convenience of their workstations.
Areas of Expertise	• Training Needs Analysis • Training Product Development Classroom Training • Web-based Training • E-Learning
Key Projects	As the GTL Customer Training Manager, Sunita has led a team of training professionals in the following key customer accounts: Los Angeles NDCS, California – Led multiple classroom trainings for over 300 users during a platform transition Maryland Department of Public Safety and Correctional Services – Delivered over 30 web-based training sessions for different shifts across all MDPSCS sites; led regional initiative to train over 200 users Michigan Department of Corrections – Directed pre/post-installation training for key personnel and provided on-site training for over 250 users Cobb NDCS, Georgia – Provided web-based training prior to installation for key administrative personnel; provided on-site training to over 100 users after installation and refresher training for new hires
Current Job Title at GTL	Customer Training Manager, 2005-Present
Responsibilities	Sunita Mehta leads the GTL Customer Training team which provides user training for GTL telecommunications platforms. She manages a team of trainers that provide on-site and web-based training for multiple platforms. Sunita also oversees the internal training efforts for other GTL departments such as Technical Support, Field Service, and Sales to keep them apprised of upcoming changes. Sunita also leads the development of training materials and help documentation for GTL telephone platforms.
Major Accomplishments	• Developed an e-learning initiative to provide web-based training to users across GTL's user base for all platforms

	• Introduced the development of product tutorials to allow users to learn content from the convenience of their desks • Organized and conducted multiple regional on-site training sessions for multiple platforms
Previous Job Title at GTL	Assistant Marketing Manager, 2004-2005
Responsibilities	Managed the development and production of marketing collateral, provided planning and support for multiple trade shows, and conducted customer training demonstrations at trade shows, site visits, and on-site training.
Major Accomplishments	• Worked with a vendor to produce a customer instructional video for Virginia Department of Corrections • Supervised key revisions of GTL marketing collateral
Previous Job Title at GTL	Technical Support Representative, 2001-2004
Responsibilities	Worked with customer to identify and troubleshoot issues, log information in the ticket management system, and resolve issues in a timely manner.
Major Accomplishments	• Proactively researched and monitored tickets for resolution • Provided high quality customer service to hot customers to resolve issues and improve the customer experience with the Technical Support organization • Provided one-to-one training for customers as needed
Education	B.S., Marketing Spring Hill College – Mobile, Alabama
References	Kim Gordon-Perez Miami-Dade NDCS, Florida 2525 NW 62nd Street, Miami, FL 33147 (786) 263-5853 | kgperez@miamidade.gov Melissa Johnson-Rogers New Jersey Department of Corrections Stuyvesant Ave. & Whittlesey Road Trenton, NJ 08625 (609) 292-4036 | Melissa.Johnson@doc.nj.gov Jim Huggins, New Jersey Department of Corrections (609) 826-5665 | James.Huggins@doc.nj.gov Otto Gordillo Los Angeles NDCS, California 1 Cupania Circle, Monterey Park, CA 91755 (323) 890-5523 | oegordil@lasd.org

Steve L. DeForrest, Executive Director of Implementation

Telephone: (251) 375-8102 | Email: steve.deforrest@gtl.net | Office in Mobile, AL

Areas of Expertise	Mr. DeForrest has more than 22 years of experience in various aspects of the inmate telecommunications market including: Production, Installation, Installation Support Services, Contract Procurement, Job Cost Estimating, Customer Service, Customer Technical Support and Customer Training, Project Management, Purchasing Management, Job Cost Estimating, Statistical Analysis, Field Service Management
GTL Experience	1993 – Present Global Tel*Link Corporation, Executive Director Implementation
Responsibilities	• Responsible for aspects of the Operations Departments as it pertains to system installation, post installation support and project management. • Implements procedures to ensure system configurations are consistence with contractual requirements and the expectations of the customer. • Responsible for the successful implementations of the company's inmate calling platforms in over 550 state and NDCS correctional facilities across the country providing service to over 23,000 inmate telephones. • Chair of the company's Interdepartmental Operational Meeting in which issues arising from installations or system performance are reported, addressed and corrected. • Responsible for negotiation of all major corporate contracts, as it relates to Field Operations, system maintenance and implementations. • Global Tel*Link Corporation, Purchasing Manager • Responsible for all levels of company procurement including inventory, project procurement, research and development, general and administrative procurement as well as purchasing to sustain various product lines offered by Global Tel*Link. • Responsible for the creation of corporate purchasing policies and associated spending limits. While doing so worked closely with other organizations under the GTL umbrella across the country to ensure GTL policies were consistent. • Negotiated long term agreements with vendors to ensure reliability of components and consistency of products.
Previous Experience	Northwest Regional Adult Detention Center, VA Mr. DeForrest oversees the entire inmate telephone install process. He manages the proper installation and functioning of the telephone platform and ensures all feature meet and exceed customer expectation. Scope of Project • # Facilities: 1 • # Inmate Telephones: 120 • # Inmates: 600

	Rappahannock Regional Jail, VA Mr. DeForrest oversees the entire inmate telephone install process. He manages the proper installation and functioning of the telephone platform and ensures all feature meet and exceed customer expectation. Scope of Project • # Facilities: 1 • # Inmate Telephones: 223 • # Inmates: 1426
Education	Mississippi Gulf Coast Community College Drafting and Design Technology
References	Gene Boyce, Systems Coordinator Northwest Regional Adult Detention Center, VA 141 Fort Collier Road, Winchester VA 22603 gboyce@co.frederick.va.us | (540) 535-3820 Major Lorrie Rohme Rappahannock Regional Jail, VA 1745 Jefferson Davis Highway, Stafford VA 22554 lrohme@rrj.state.va.us | (540) 288-5245

J. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder must provide:

i. **name, address, and telephone number of the Subcontractor(s);**

ii. **specific tasks for each Subcontractor(s);**

iii. **percentage of performance hours intended for each Subcontract; and**

iv. **total percentage of Subcontractor(s) performance hours.**

GTL has read, understands, and complies.

GTL currently manages, and is responsible for, every aspect of the NDCS ITS. GTL does not use subcontractors.

—END OF SECTION—

Technical Approach

4. | Technical Approach

Nebraska DOC

The Corrections Innovation Leader

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The technical approach section of the Technical Proposal must consist of the following subsections:

1. **Understanding of the project requirements;**
2. **Proposed development approach;**
3. **Technical considerations;**
4. **Detailed project work plan; and**
5. **Deliverables and due dates.**

GTL has read, understands, and complies.

| Understanding of the Project Requirements

The bidder should provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

The State of Nebraska is seeking qualified bidders to submit proposals to furnish, install, and maintain an Inmate Calling System for use in all present and future correctional facilities. The intent of this RFP is to award a single statewide contract that will enable inmates at all State Correctional facilities and youth at the Department of Health and Human Services (DHHS) rehabilitation and treatment centers to make collect, debit, and pre-paid calls from State facilities. The State will require inmate access to local, Intrastate, Interstate and International calling. The State has special security requirements and has a prime objective of controlling inmate telephone usage and limiting the use of the telephone system for fraudulent activity.

GTL has read, understands, and will comply.

GTL MEETS AND EXCEEDS

The Nebraska Department of Correctional Services (NDCS) was recently fully upgraded to Global Tel*Link's (GTL) state-of-the-art centralized Inmate Telephone System (ITS), which is fully expandable to meet the State's future needs. Our proposal demonstrates GTL's understanding of, and commitment to, NDCS and the Youth Rehabilitation and Treatment Centers (YRTC) by nature of GTL's incumbency as the current ITS provider. GTL's relationship with NDCS makes us uniquely positioned to achieve NDCS's objectives.

GTL meets or exceeds all requirements set forth in this RFP.

GTL Site Administrator Holly Rohde and Site Technician Mike Bell have supported NDCS for nine years and the GTL account team is intimately familiar with all aspects of the NDCS facilities and requirements.

Fraud Prevention Features

GTL's inmate telephone system performs real-time number validation at the beginning of every call attempt, detects attempts to bridge a call-in-progress to a third party, and has many other fraud prevention features, a few of which are described below.

Call Validation: Among other things, real-time number validation ensures that inmates cannot call facility-prohibited numbers and prevents inmate collect calls from going to numbers that are not credit worthy.

Three-Way Call Detection: GTL's Inmate Telephone System is designed to isolate any attempt by the called party to bridge a call in-progress to a third party, commonly referred to as remote call forwarding, three-way calling or conferencing. The system can be configured to do any of the following upon detection of call forwarding or three-way calling:

- Disconnect the call immediately.
- Disconnect the call after providing an explanatory message that a prohibited remote call forwarding/3-way call attempt have been detected (during which the parties cannot communicate).
- Play a message that a prohibited call forwarding/3-way call attempt has been detected.
- Allow the call to continue for future investigation purposes. The call will be alarmed on the Live Call Monitor and investigators can listen to the call.

GTL has a total of eight (8) U.S. patents directed to the detection of thee-way call attempts. We also have Patent 8,630726 for detecting attempted masking of three way calls by the calling/called parties as well as Patent 8,509,736 that utilizes voice recognition to determine if a new speaker enters the conversation. GTL's patented (US Patent **7,639,791**) proprietary process utilizes several system settings to detect 3-way calling. The process is active within the Federal Bureau of Prisons, several State Departments of Corrections, and numerous NDCS facilities. The success rate of detection has been outstanding (**> 95%**) in each of these existing customers.

GTL's call forwarding/three-way call detection method is multi-layered and does not rely solely on audible clicks or other sounds but utilizes a variety of factors to detect 3-way attempts. **Additionally, our system detects the special network messages that are generated when a cellular or VoIP phone is used to create a 3-way call.**

The system is constantly analyzing the audio stream looking for audio events with sufficient amplitude and duration that may indicate a three-way call is occurring. When detection occurs the three-way call analysis software breaks the audio stream into 10ms slices before and after the event for detailed analysis to determine if it is a three-way call.

Sample Fraud Prevention Features – Always Active

- No live-operator access by inmates during calls (calls fully controlled by auto operator)

- No incoming calls to inmate phones
- No chain-dialing
- Continuous system monitoring of active lines for indicators of fraudulent activity (3-way, forwarding, et cetera)
- Prerecorded inmate names to prevent message passing before call acceptance
- Positive call acceptance required
- Branding message (inmate and facility name) prior to call acceptance

Sample Fraud Prevention Features – Active at NDCS' Discretion

- Random overlay announcements (branding or otherwise) during an inmate's conversation
- Inmate identification by PIN
- Restriction of calls to an approved list (PAN) assigned to inmate PINs
- Hot Number Alerts assignable to inmate PINs and destination numbers

Baseline Offer: Value Added Offerings at No Cost to NDCS

GTL has continually provided hardware and feature enhancements over the duration of the current contract and will continue to add new features with NDCS approval.

As the Corrections Innovation Leader, GTL is able to serve and exceed the needs of NDCS by providing unique opportunities in regards to special value added features. As part of our baseline offer we have included enhanced features that will provide NDCS additional investigative capabilities and added security while increasing staff efficiencies.

Below is a summary checklist of the value added features provided and described within the technical response with a reference to the area each is located.

	No Cost Additional Value Added Offerings		Section
Investigative Features	✓	Data IQ® Advanced Investigative Data Analysis	E-6**Error! Reference source not found.**
	✓	Location IQ™ Location Based Services	E-6
	✓	Called Party IQ™ Inmate to Inmate Call Detection	E-6
	✓	Integrated Keyword Search	E-6

	✓	Call IQ® Keyword Search	E-6
	✓	Voice IQ™ Continuous Voice Biometrics Identification	E-6
	✓	Phone IQ™ Phone Type Identification	E-6
Inmate Services	✓	JMS Interface for Inmate Information/PIN Transfer	E-1
	✓	ConnectNetwork® Web & IVR Payment Services	D-6
	✓	Android and Apple iOS Mobile Payment Apps	D-6
	✓	Automated Cardless Debit Calling	D-5
	✓	Debit Release Cards	D-5

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The system at each Nebraska Department of Correctional Services (NDCS) and Youth Rehabilitation and Treatment Center (YRTC) facility must allow for investigative personnel located either at the facility or central administration to remotely access each of the systems via a secure, password protected method. Specified NDCS/YRTC personnel must have the ability to change, modify, or view any privileges or restrictions pertaining to inmates at their facility.

GTL has read, understands, and will comply.

GTL MEETS AND EXCEEDS

GTL recently fully upgraded NDCS to the most advanced, state-of-the-art ITS in the industry. The system currently installed at each NDCS/YRTC facility allows for investigative personnel located either at the facility or central administration to remotely access each of the systems via a secure, password protected method. Specified NDCS/YRTC currently have the ability to change or modify or view any privileges or restrictions pertaining to inmates at their facility.

The system features shall include, but are not limited to: central and remote site network administration, centralized web based database where access will be limited by facility, automated operator, call branding, call blocking, three- way call detect, call forwarding detect, answering supervision, call duration limits and other inmate/youth calling restrictions, call monitoring and recording, hot number tracking and system reporting. The contractor shall install and operate prison inmate/youth telephones and all related equipment including wiring for the inmate/youth telephones, installation, and any related hardware and software/firmware specifically identified in this RFP without cost to the State.

GTL has read, understands, and will comply.

As the current provider to NDCS, GTL recently upgraded the ITS and telephone sets to ensure NDCS maintains the most current, state-of-the-art equipment. The current ITS includes:

- central and remote site network administration
- centralized web based database where access is limited by facility
- automated operator
- call branding
- call blocking
- three-way call detection
- call forwarding detection
- answering supervision
- call duration limits and other inmate/youth calling restrictions
- call monitoring and recording
- hot number tracking
- system reporting

In addition to upgrading the ITS, GTL also upgraded the telephone sets at both the NDCS and YRTC facilities.

GTL will continue to maintain all hardware, software/firmware, and wiring at no cost to the State.

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The bidder may include any other information that is believed to be relevant to this procurement but not specifically asked for in this RFP. Bidder may explain in detail any innovation, alternatives or more cost effective approaches available in any area of this RFP. Contractor may provide optional or alternant products or services available to the State. Optional products must be clearly identified as optional and provide the optional cost separately from the bid cost per minute. If bidding an alternant proposal, the bidder must provide a complete separate RFP response including all mandatory requirements (section II. N.)

GTL has read, understands, and will comply.

Our proposal follows the mandatory requirements as set in NDCS' RFP and has provided enhanced features in key areas that will provide increased security and personnel efficiencies.

Additionally, GTL has optional innovative features that we believe will further benefit NDCS with additional investigative capabilities and inmate services. We have provided a simple summary checklist to show the features, products, and services that GTL can offer, followed by a full description for each.

	Negotiable Cost Value Added Offerings		Pg.
Inmate Services	✓	Inspire™ Wireless Tablets	58
	✓	Inspire™ Wireless Tablets – Additional Applications	59
	✓	Mobile IQ	60
	✓	Cellebrite Mobile Forensic Device (UFED)	62
	✓	Ferromagnetic Mobile Cell Phone Detection (Cellsense/CEIA)	64
	✓	GTL Fusion	64
	✓	Visitation Scheduling Management	65
	✓	Voicemail	66
	Optional No Cost Value Added Offering		**Pg.**
Inmate Services		Commissary Order by Phone	67

INMATE SERVICES

Inspire™ Wireless Inmate Tablets

GTL's Inspire™ wireless tablets were created exclusively for corrections facilities. This integrated product offering uses cutting-edge technology to allow NDCS inmates to safely use corrections-grade handheld tablets as a multimedia communications device, which includes making telephone calls directly from their housing units. Available in both four-inch and seven-inch form factors, the GTL inmate wireless tablet will allow NDCS facilities to eliminate many of the issues associated with shared inmate telephones.

Future of Inmate Communications. Inspire tablets are the next generation of secure inmate communications through multiple mediums including phone calls, email and future features such as instant messaging and social media. Society is changing the way in terms of how we communicate. If inmates can only make phone calls in a society where phone calls are shunned in favor of email, text or social media; recidivism could rise due to limited opportunities of interaction with their loved ones.

Inspire Hardware

Built for Corrections. The core of the GTL solution is our Inspire wireless tablet. The Inspire tablets have a durable clear corrections grade body to prevent contraband from being hidden inside the case.

Our Inspire wireless tablets are custom built by GTL with a secure operating system, offering *vastly superior security over product offerings based on stock "off-the-shelf" tablets*. GTL built Inspire from the ground up blending our custom-built OS with secure, durable hardware ensuring only GTL software can function on the hardware and vice versa.

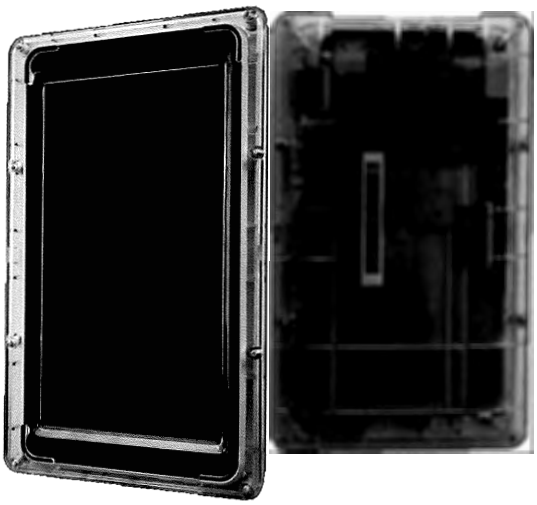

Figure 6 Inspire Wireless Tablets from GTL

Inspire tablets are "Flat" form factor offering a capacitive multi-touch screen matrix with a white LED backlight. The tablet features a 512 MB memory and 8 GB Flash Memory.

Inmates will not be able to access the interior components such as the motherboard of the device. GTL uses clear cases to distinguish the device from contraband. GTL has developed the Inspire tablet to be configurable with or without particular components. Thus we are able to provide these handheld devices based on the specific requirements.

Inspire Tablet Applications

GTL Inspire wireless inmate tablets will connect directly to GTL's inmate telephone system via our secure wireless network. The transition to the Mobility wireless tablet calling platform will be seamless for the majority of who are accustomed to traditional inmate phones. For NDCS investigators the analytical tools are the same as those featured in the GTL ITS, but *additional investigative opportunities* are created with more calls available to analyze with inmates speaking to associates from their living quarters.

All of the security features of our traditional inmate telephones are available as part of GTL's Inspire tablet solution. Tablets are simply a gateway for inmates to access GTL's proprietary inmate phone platform which is software-based.

With GTL Inspire tablets inmates no longer need to stand in long lines or fight over the phones on the wall. Which is the exact reason that most facilities put time limits on phone usage. Since inmates will have the ability to make calls from their tablet all of our customers who have deployed the Inspire tablet have all removed previous phone restrictions.

More than Just a Phone. Most facilities start with GTL's Inspire tablet program to provide wireless calling for the inmate population, however there are opportunities to utilize the full capabilities of the Inspire solution as NDCS facilities become comfortable with the technology.

Our Inspire tablet solution includes providing the delivery of the following additional features:

- GTL Streaming Music
- GTL Request Link (Inmate information & program requests)

- GTL Grievance Link (Inmate complaints & concerns)
- GTL Education Link (Inmate educational programs)
- E-Book Reader
- Religious Content
- GTL Message Link (Secure inmate electronic mail)
- GTL Games (Authorized games provided by GTL networks)

Our Inspire tablet solution is also capable of providing delivery of the following additional features:

- GTL Law Library (Requested state law information)
- GTL Document Link (Display inmate handbooks, facility information, PREA, etc.)
- GTL Commissary Link (Commissary ordering)
- GTL Account Link (Trust balance lookup & transaction history)

By providing these extended capabilities at NDCS facilities, GTL Inspire tablets can introduce powerful incentives for promoting positive behavior within the inmate population.

Inspire Tablet Security

The Inspire wireless tablet device line-up was created with security being the prime focus. GTL uses best-in-class security measures to ensure that both the wireless device and the wireless networks are properly protected from malicious behavior. This also provides control to allow only GTL devices onto the network and identifying 'rogue' Wi-Fi networks. To further protect the wireless network, *GTL has implemented advanced security practices as recommended by the Wi-Fi Alliance through the use of Wi-Fi Protected Access II (WPA2) Enterprise security protocols.* All aspects of the wireless network are locked down, thereby limiting an inmate to only approved content.

INVESTIGATIVE / SECURITY FEATURES

Mobile IQ – Detection, Extraction, and Analysis (DEA)

Each year thousands of mobile telephones are seized from within the secure perimeter of facilities, each posing a threat to the safety and security of offenders, the facility, and the staff responsible for their supervision.

GTL is proud to partner with agencies by offering Mobile IQ™, a comprehensive 3-pronged approach to combat this growing threat. Mobile IQ specifically focuses on mobile device Detection, Extraction, and Analysis; (DEA).

1 The first step in combatting the threat of mobile devices is to detect their existence. Mobile ***Detection*** is accomplished through ferromagnetic detectors, designed to specifically locate components within a mobile device. This means the phone will be detected even if the phone is off. Detecting phones is applicable to not only identifying devices already within the facility, but also serve as a proactive detection and deterrent device to prevent the initial introduction.

2 Once a mobile device is legally seized, the next logical question you ask yourself is "What value can I obtain from the device?" This is the second step of Mobile IQ, which is ***Extraction***. Extracting data from mobile devices is accomplished through the industry leading Cellebrite Universal Forensic Extraction Device (UFED). Supporting thousands of phones, Cellebrite's UFED) technology allows the user to conduct a logical extraction to secure data in allocated space on the device, or to dive deeper to extract data from both allocated and non-allocated space.

3 Having detected the device, and extracted the data, the next and final step of Mobile IQ is the ***Analysis*** of the extracted data. This is where GTL's best of breed analytical solution, GTL Data IQ, ingests the extracted data, providing you with a network of actionable intelligence. GTL Data IQ is a data mining tool designed to digest any number of data sources, including those unique to your facility, and provide you with a visual link diagram of the resulting network.

In addition, GTL can offers "Intelligence as a service," in which high-skilled and experienced GTL intelligence analysts apply GTL software solutions and algorithms to develop reliable, actionable intelligence. Fusion analysts are under the leadership of personnel who have extensive investigative and/or intelligence experience in law enforcement and correctional agencies.

The analysts work closely with facility staff to meet their daily reactive intelligence needs, while actively participating in a proactive capacity as a valuable intelligence partner. The analysts also are closely networked with other Fusion members identifying industry trends and illicit activity that may be occurring within the facility(s). In addition to providing both reactive and proactive intelligence, GTL Fusion provides certified mobile forensic examiners available to conduct logical and physical extractions of forensic data from mobile devices legally recovered from within member facilities. During the examination of devices, the standard rules of evidence handling would be maintained to ensure proper chain of custody and reporting.

Cellebrite UFED System Real-Time Mobile Forensics

GTL is able to offer NDCS Cellebrite UFED system devices. The Cellebrite UFED Forensic System is the ultimate standalone mobile forensic device, ready for use out in the field or in the lab.

cellebrite
delivering mobile expertise

The UFED system extracts vital information from 95% of all cellular phones on the market today, including smart-phones and tablet devices (Microsoft, Symbian, iPhone, and Google Android). Simple to use even in the field with no PC required, the UFED can easily store hundreds of phonebooks and content items onto an SD card or USB flash drive.

Cellebrite UFED supports all known cellular device interfaces, including serial, USB, infrared, and Bluetooth. Extractions can then be brought back to the forensic lab for review and verification using the reporting/analysis tool. **Cellebrite works exclusively with most major carriers worldwide** including Verizon Wireless, AT&T, Sprint/Nextel, T-Mobile, Rogers Wireless – Canada, Orange France and Telstra Australia, as well as 140 others. This ensures that future devices are supported prior to retail launch.

SECURE EXTRACTION, COMPLETE CONTENT

The UFED allows you to extract a wide variety of data types including:

- Contacts
- SMS text messages
- Deleted text messages (SOM/USIM)
- Call history (Received, Dialed, Missed)
- Audio
- Video
- Pictures and images
- Ringtones
- Phone details (IMEI/ESN, phone number)

REPORTING CAPABILITIES

The Cellebrite UFED system comes complete with a user-friendly PC reporting and analysis software application. Concise, easy to analyze report logs can be generated in HTML, XLS, CSV, and XML formats, providing organized print-outs for use as a reference and in the courtroom.

PROVEN USER-FRIENDLY INTERFACE

The Cellebrite UFED system is extremely user-friendly, with an intuitive interface that has been proven and field tested for over 11 years with hundreds of thousands of users.

UFED Physical Pro

Recover hidden and deleted data from mobile phones and GTS devices - The Cellebrite UFED Physical Pro is an optional add-on module to enhance your existing UFED hardware. The UFED Physical Pro expands your current device capabilities to extract deleted mobile device data, user passwords, file system dumps, and physical extraction from GPS devices.

Utilizing UFED's simple and field-proven user interface, a complete high-speed hex dump of the phone memory is delivered without the need of cumbersome PC drivers. Critical data such as user lock codes, and deleted information such as text messages, call history, pictures, and video are sorted and retrieved by Cellebrite's Physical Pro engine. The UFED Physical Pro also includes robust search tools for manual hex dump analysis, as well as an expert mode, which allows advanced capabilities for researchers.

UNPARALLELED ACCESS TO PHONE MEMORY

UFED Physical Pro provides access to data inaccessible by logical methods:

- Phone user lock code
- Deleted data including: deleted call history, text messages, images, phonebook entries and videos
- Access to internal application data
- Phone internal data including: IMSI history, past SIM cards used, past user lock code history

INTELLIGENT SOFTWARE FOR DEEPER INVESTIGATIONS

The memory dump from each phone is a complex data structure. But the UFED Physical Pro software tool makes navigating this data easy. Leveraging Cellebrite's comprehensive knowledge base of each phone's unique memory structure, the UFED PA application focuses the user's attention on the most critical portions of phone memory first.

Features include:

- Built-in knowledge-base of each phone's memory structure for automated retrieval of relevant data
- Hierarchical "tree" view for efficient navigation

- Advanced search capabilities both to novice and expert users
- Customizable parsing and search functions

Ferromagnetic Mobile Cell Phone Detection (Cellsense®/CEIA Units)

GTL is able to provide NDCS with the ability to detect cell phones within your facilities using a ferromagnetic mobile cell detection device. GTL offers a relatively mobile device that detects cell phones from as far as (3) feet away. The device appears like a metal detector but uses different technology to detect cell phones via non-ferrous metals which greatly reduces the amount of false positives.

Figure 7 CEIA Units appear as a metal detector

The mobile device detects all cell phones even when the unit is turned off. The unit is completely portable so deployment is possible at any place in each NDCS facility.

Mobile Cell Detection Device Features:

- Detects all cell phones and much more.
- Full body scan with single walk by
- Large numbers of prisoners scanned quickly (> 40 inmates/minute)
- Body cavity detection
- Covert screening option

As with all cell phone detection technology, the mobile device does have a limitation that the cell phone must be moving in order to be detected. Therefore, the best deployment is one that has the element of surprise and has inmates walk by it such as the cafeteria line, as visitors enter your facility, as officers enter your facility, etc. As with all cell detection technology, the ferromagnetic mobile cell detection device is not the sole solution yet as part of our GTL multi-faceted solution, it is an extremely effective tool.

GTL Fusion™ – Intelligence Information Sharing & Analysts

GTL offers "Intelligence as a service," in which high-skilled and experienced GTL intelligence analysts apply GTL software solutions and algorithms to develop reliable, actionable intelligence. Fusion analysts are under the leadership of personnel who have extensive investigative and/or intelligence experience in law enforcement and correctional agencies.

The analysts work closely with facility staff to meet their daily reactive intelligence needs, while actively participating in a proactive capacity as a valuable intelligence partner. The analysts also are closely networked with other Fusion members identifying industry trends and illicit activity that may be occurring within the facility(s). In addition to providing both reactive and proactive intelligence, GTL Fusion provides certified mobile forensic examiners available to conduct logical and physical extractions of forensic data from mobile devices

legally recovered from within member facilities. During the examination of devices, the standard rules of evidence handling would be maintained to ensure proper chain of custody and reporting.

- Responding in a timely fashion to reactive intelligence requests from facility staff.
- Utilizing unit strategies, combined with personal strategies, proactively develop actionable intelligence and prepare detailed written reports for facility and GTL staff.
- Provide skillful examination via GTL tools and algorithms on data obtained from member facilities.
- Conduct cell phone forensic exams.
- Provide courtroom testimony as it relates to intelligence work.
- Provide training to site investigators on GTL intelligence tools as well as techniques for developing actionable intelligence.

Visitation Scheduling Management

GTL provides "best in class" Visitation Scheduling Management Software. With over 140 extremely satisfied county and state clients across the country, NDCS will join an elite group of facilities using this solution- one that's been tested and proven time and again. From ADP's of 200 to 17,000, and references from Los Angeles County, Weber County, and Orange County, FL, facilities will share stories of improved predictability in scheduling from choosing this system.

It is important to mention that our Visitation Scheduling Management Software goes beyond managing quotas and facility policies but it allows for the public to schedule visits online, from a lobby kiosk, or on a smart phone–reducing parking lot congestion, reducing public visitor conflicts, reducing staff stress and overall, automating all aspects of visitation scheduling and public communication. This system notifies friends, families, and professionals via email that visits are confirmed, and if needed, cancelled. Also, within this system is the ability for NDCS to mass email any notifications to all active users in the public visiting system.

Here are some other unique features:

Public Web-Based Registration and Scheduling

The multilingual public web scheduling interface allows you to offer online visitor registration and scheduling. Visitor information is then confirmed at the time of check-in. With this module, the public is responsible for registration and scheduling visitations – freeing up staff to perform more mission critical tasks.

Professional Web-Based Registration and Scheduling

The multilingual professional web scheduling interface allows those registered visitors you deem as a "professional" to schedule visits with an inmate. In addition, you can set up unique professional visitation polices that enable professional visitors to enter their station preferences and select visitation times appropriate to their needs.

Walk-In Visitation Appointments

GTL enables visitation staff to set up visits for walk-in visitors with the same policies, quotas and restrictions as prescheduled. Not only can you set visitation durations, you can also set up start delays to allow inmates and visitors time to reach their stations.

Automated Inmate Updates and Cancellation Notices

Inmate bookings, movements, and releases are immediately propagated throughout the system, providing up-to-date visitation schedules, with visibility across the facility. When an inmate's housing unit or status changes, our solution will automatically reschedule affected visits. If visits cannot be rescheduled, they are cancelled and visitors are notified via email and automated phone messages – eliminating the need for your visitation staff to manually notify visitors.

Installations

GTL's Video Visitation Solution has been installed at over 160 facilities nationwide. This solution will empower you to streamline your visitation processes and, through increased efficiency, achieve a maximum return on your investment.

Voicemail

GTL is able to provide NDCS an easy to use **Inmate Voicemail** system that enables increased communication between inmates and their family and friends along with facility personnel via two-way Voicemail. The GTL Voicemail system is completely configurable to meet NDCS needs, allowing messaging for:

- Inbound only – where friends and family leave Voicemail messages for inmates
- Outbound only - where inmates may leave Voicemail messages for attorneys, facility staff, and/or friends and family
- Two way – where inmates may leave Voicemail messages for and receive Voicemail messages from attorneys, facility staff, and/or families and friends.

GTL's Voicemail system provides a secure PIN-protected account for inmates to use this feature. Voicemail benefits inmates and other involved parties because it allows communication even when, for example, a friend or relative is not at the phone to receive a call.

All messages are recorded and subject to playback by authorized NDCS personnel. NDCS investigators can obtain at any time a complete record of all messages left and retrieved. The investigator chooses the voicemail type and any other desired search criteria on the system's Search screen to generate a report of voicemail messages, from which messages can be replayed by clicking the speaker icon .

Report Name: | Save Report Template | Export to Excel | Print | Back | Media Search

Item 1

TOOLS	BTN	DATE	TIME	PIN	SEC-PIN	PHONE	DUR.	CHARGE	TYPE	RESULT
		20141102	2133	131370	9677	LBB-NEW - 307 5D-7	00:14	$0.00	Check Voicemail	Inmate Hungup
	8065359874	20141102	2132	131370	NULL	LBB-NEW - 410	00:16	$2.00	Leave Voicemail	Inmate Hungup
		20141101	2127	166887	7983	LBB-NEW - 380 6C-8	00:13	$0.00	Check Voicemail	Inmate Hungup
	8064013628	20141101	2045	166887	NULL	LBB-NEW - 410	00:10	$2.00	Leave Voicemail	Inmate Hungup
		20141031	1200	181776	0894	LBB-NEW - 228 3E-8	00:28	$0.00	Check Voicemail	Inmate Hungup

Figure 8 Voicemail Indicator

GTL will work with NDCS to determine the specific internal needs of Jail personnel for implementation of this feature. Individual facility personnel are provided with a convenient method of receiving their own messages to inmates and having those messages verified that the intended recipient has played the message. Inmate Voicemail may also be used as an announcement system for dispersing messages from the facility to all inmates or to a single inmate.

System Flexibility: The Voicemail feature allows for outgoing, incoming or both types of messaging as well as internal facility capability creating complete flexibility in configuration. The length of the voicemail is configurable and typically set up to 60 seconds. Voicemail is a useful feature for inmates, friends and family to leave a message regarding such information as when to call them or news about the family, etc. without the need to contact staff.

Message Security: Since messaging runs on the GTL Inmate Telephone System, NDCS facility staff have the same control of recording and monitoring as with the Inmate Telephone System. Only the inmate, the sender, and approved facility personnel can access Voicemail messages.

Commissary Ordering by Phone

GTL is able to offer NDCS our "Commissary Ordering over the Phone" feature, eliminating the need for inmates to use bubble sheets. The GTL ITS is able to be configured to provide a speed dial number for inmates to dial into NDCS facility's commissary system using the standard inmate telephones for ordering items or to take advantage of other services provided by the commissary system. The NDCS commissary system must have an available telephone line and dial-in number. This setup relies on the ability of the commissary system

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to provide download capabilities of inmate orders as well as the ability to debit inmate accounts. We are currently providing similar setups in various accounts within the GTL installed base. This simple speed-dial access to commissary systems has helped streamline operations and fulfill requirements for various GTL contracts.

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The term of any contract awarded as a result of a proposal shall be five (5) years with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties. During the term of the contract circumstances beyond the control of the state may result in increases or decreases in revenue, as well as increase or decreases in required equipment and/or services. Such circumstances include, but are not limited to, increase/decrease in inmate population, in number of telephones and/or in number of correctional facilities. The committee representing the OCIO and the NDCS maintains sole authority to increase or decrease the quantity of facilities, inmate telephones, equipment and service, at the Contractors expense. The contractor may also be required to provide outdoor telephone services, as the need arises.

GTL has read, understands, and will comply.

Bidder must indicate their understanding and willingness to comply with the requirements of this RFP. In any case where the Bidder does not take written exception to a requirement it will be understood that the Bidder shall comply fully. In cases where the Bidder cannot comply with a requirement, the Bidder must state so immediately following the requirement in their proposal.

GTL has read, understands, and will comply.

—END OF SECTION—

B. PROJECT ENVIRONMENT

The Nebraska Inmate Calling System presently consists of twelve (12) facilities located throughout the State. Below is a list of facilities and locations. Attachment I shows each facility and their minutes used in 2014.

LOCATION/SITE ID	ADDRESS
Nebraska State Penitentiary Site ID 1145 (NSP)	4201 South 14th Street Lincoln, Nebraska
Lincoln Correctional Center Site ID 1142 (LCC)	3216 West Van Dorn Lincoln, Nebraska
Diagnostic and Evaluation Center Site ID 1140 (D&E)	3220 West Van Dorn Lincoln, Nebraska
Community Correctional Center Lincoln Site ID 1137 (CCCL)	2720 West Van Dorn Lincoln, Nebraska
Omaha Correctional Center Site ID 1146 (OCC)	2323 Avenue "J" Omaha, Nebraska

Youth Rehab and Treatment Center Site ID 1150 (YRTC-G)	855 North 1st Street Geneva, Nebraska
Youth Rehab and Treatment Center Site ID 1152 (YRTC-K)	2802 30th Avenue Kearney, Nebraska
Community Correction Center Omaha Site ID 1148 (CCCO)	2320 Avenue "J" Omaha, Nebraska
NE Correctional Center for Women Site ID 1143 (NCCW)	1107 Recharge Road York, Nebraska
Work Ethic Camp Site ID 1149 (WEC)	2309 North Highway 83 McCook, Nebraska
Nebraska Correctional Youth Facility Site ID 1144 (NCYF)	2610 North 20th Street East Omaha, Nebraska
Tecumseh State Correctional Institution Site ID 2975 (TSCI)	2725 North Highway 50 Tecumseh, Nebraska
Correctional Services/Admin Site Id 1157 (CO)	801 W. Prospector Pl., #1 Lincoln, Nebraska
Correctional Services/Admin 2 Site ID 7917	801 W. Prospector Pl., #1 Lincoln, Nebraska

GTL has read, understands, and will comply.

GTL INCUMBENT

GTL will continue to provide inmate telephones and services to all facilities and locations at NO COST to the State.

—END OF SECTION—

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C. PROJECT REQUIREMENTS

Contractor must provide, install, and maintain at their expense all equipment, servers, workstations, telephones, telephone lines, cabling, recording equipment, and any other incidentals necessary to provide inmate calling services as proposed. The State of Nebraska will not be responsible for any costs associated with the implementation or ongoing maintenance of this service. Although some cabling may be available for contractor use, it will be the contractor's responsibility to maintain all cable associated with their system.

GTL has read, understands, and will comply.

GTL will continue to provide, install, and maintain at GTL's expense all equipment, servers, workstations, telephones, telephone lines, cabling, recording equipment, and any other incidentals necessary to provide inmate calling services as proposed. The State will not be responsible for any costs associated with the implementation or ongoing maintenance of this service. GTL will continue to assume responsibility to maintain all cable associated with our system.

GTL provides turnkey inmate telephone system and services. Our solution includes the necessary personnel, supervision, infrastructure (including inmate telephones and call processing equipment), all hardware, software, equipment, installation, operation, maintenance, support, materials, supplies, transportation and services, and any other equipment or services necessary for, or incidental to, a functional, secure, administered, and managed inmate calling system. Our ITS system is able to provide collect, prepaid collect, and inmate debit calling (local, long distance, and international). This fully turnkey solution is provided at absolutely no cost to the NDCS.

Contractor will be required to provide at least one (1) full time (40 hours per week) system administrator and one (1) full time (40 hours per week) technical support staff. Additional staff may be required by the contractor to fulfill the contractor's responsibilities. This administrator and technical support staff must be trained and equipped to perform all functions related to the day to day operation and maintenance of the inmate calling systems including, but not limited to: State personnel training, line testing, equipment testing, telephone replacement, telephone repair, database information collection, data input, report generation, recording system operation, and miscellaneous maintenance. These individuals will be employed by the contractor with a full time commitment to work on the State of Nebraska account only. System administrator and technical support staff will be provided workspace at the NDCS central administrators office located in Lincoln, NE and will be expected to work from that space. A relief staff will be provided in the event that the primary individual is absent.

GTL has read, understands, and will comply.

GTL will continue to provide one (1) full time (40 hours per week) System Administrator, Holly Rohde, who is intimately familiar with the NDCS system, policies, and procedures. Mike Bell will also continue as the full time (40 hours per week) Site Technician. Additional local staff members are available to fulfill all responsibilities. GTL's administrative and technical support staff are already fully trained and equipped to perform all functions related to the day to day operation and maintenance of the

NDCS inmate calling systems including, but not limited to: State personnel training, line testing, equipment testing, telephone replacement, telephone repair, database information collection, data input, report generation, recording system operation, and miscellaneous maintenance. These individuals will continue to be employed by GTL with a full time commitment to work on the State of Nebraska account only. Our System Administrator and On-Site Technician will continue to work at the NDCS central administrators' office located in Lincoln. GTL relief staff will be provided in the event that Holly or Mike are absent.

All the responsibilities performed and the experience gained by Mike and Holly for the past ten years would be lost if the NDCS chooses another ITS partner.

Following are some of the duties currently performed by GTL Site Administrator Holly Rohde:

- De-activates inmates who discharged the day before
- Pulls those inmate's file and put them in the de-activate file cabinet (keeps files for one year)
- Enters YRTC- Kearney debit purchases
- Processes all forms submitted by all facilities
- Processes all Interview Request forms (kites) submitted by the facilities
- Makes copies of all forms and kites sent through in-house mail
- Sends back all forms to the appropriate facilities.
- Files all forms/kites into the inmate's file
- Shreds all discharge files and YRTC-Kearney debit purchases from the current month from the previous year
- Pulls returning inmate's file from discharged filing cabinet and return to active filing cabinet
- Manages any open trouble tickets/actions and updates
- Opens and closes trouble tickets/ actions
- Sets up user accounts for DCS employees

NDCS shall retain final authority on all telephone/system placement and count. At any time the State may require the addition or removal of individual telephones, or complete systems, as the needs of the State dictate.

GTL has read, understands, and will comply.

GTL agrees NDCS shall retain final authority on all telephone/system placement and count. At any time, the State may require the addition or removal of individual telephones, or complete systems, as the needs of the State dictate.

GTL and NDCS have consistently worked together over the years to best support the needs of each facility with regard to the addition and removal of inmate telephones.

Contractor must be able to provide and install complete systems for State facilities that may open or allow for future expansion within ninety (90) days from written notification.

GTL has read, understands, and will comply.

GTL will provide and install complete systems for State facilities that may open or allow for future expansion within ninety (90) days from written notification.GTL will work with the NDCS to evaluate all new installations, replacements and upgrades to any facility.

All system equipment and software will remain the property and responsibility of the contractor. All digital call recordings and call detail records will become the property of the NDCS. For a period of one (1) year following the end of the contract, the contractor will make available in a searchable and playable format.

GTL has read, understands, and will comply.

GTL agrees that all system equipment and software will remain the property and responsibility of GTL. At the end of the contract, if GTL is not chosen as the successful vendor for a new contract with NDCS, all digital call recordings and call detail records will become the property of the NDCS. At that time GTL will transfer all existing call recordings and call detail records in a user-friendly, searchable and payable format, to a hard drive storage device for access off-line indefinitely.

GTL EXCLUSIVE

GTL will also provide the NDCS with our exclusive leave behind solution software that will allow authorized NDCS staff to access the call recordings and call detail records on the hard drive storage device indefinitely. This solution will be provided at no cost to the NDCS.

Without question, the NDCS retains the right to suspend inmate calling indefinitely for security purposes. This suspension may occur at any level to include Statewide. Inmate calling will only be suspended when absolutely necessary, and will be restored as soon as possible.

GTL has read, understands, and will comply.

GTL agrees that, without question, the NDCS retains the right to suspend inmate calling indefinitely for security purposes. This suspension may occur at any level to include Statewide. Inmate calling will only be suspended when absolutely necessary, and will be restored as soon as possible.

Cut off switch configurations are not limited to discrete phone locations. For example, inmate phones located in several different areas of the facility, even if connected to different trunk lines, can be controlled by a switch that allows all of them to be shut off at once.

In addition to the ability to shut down inmate telephones through the system's user interface, GTL will also provide mechanical cut-off switches, located wherever NDCS chooses. GTL can provide individual kill switches for each phone, or can provide more advanced and flexible switch configurations to allow NDCS staff to shut down various groups of phones with one switch.

GTL has experience installing everything from individual single pole double throw switches-to-multi-phone configurations. With these configurations, phones can be cutoff individually, as a bank, or for the entire facility.

Shutting Down Service

GTL's Inmate Telephone System provides both manual and automatic ways to shut down service to inmate telephones. For all phones or designated phones, service shut down methods include:

- **Call Scheduling:** Automatically turn on and off telephone service at designated times
- **Software Phone Controls:** Manually shut down telephones using ITS software controls
- **Manual Cut Off Switches:** Manually shut down all or selected phones using mechanical switches installed by GTL.

Call Scheduling - Automatic Daily Turn On/Off of Phones

Authorized facility personnel have the ability to program times when the system will be available or unavailable for inmate calling.

- On/Off times may be programmed each minute, 24 hours a day.
- On/Off times may be programmed to be unique to each day of the week.
- On/Off times may be unique for separate housing units or individual areas of the facility.

Software Phone Controls – Turn Off All or Selected Phones

The GTL Inmate Telephone System gives the facility the ability to shutdown individual phones and groups of phones within a facility and globally. From any workstation or Internet connection, NDCS staff with the appropriate authorization can access ***System Control*** to modify the service status of inmate telephones. Phone Status has three possible settings:

- **Recording** – Calling service is ON and all non-private calls are recorded. This is the default setting.
- **No Recording** – Calling service is ON without recording
- **Off** – Calling service is turned OFF

To shut down service to all telephones or all phones in a designated group, in the Global Phone Status field, select "Off".

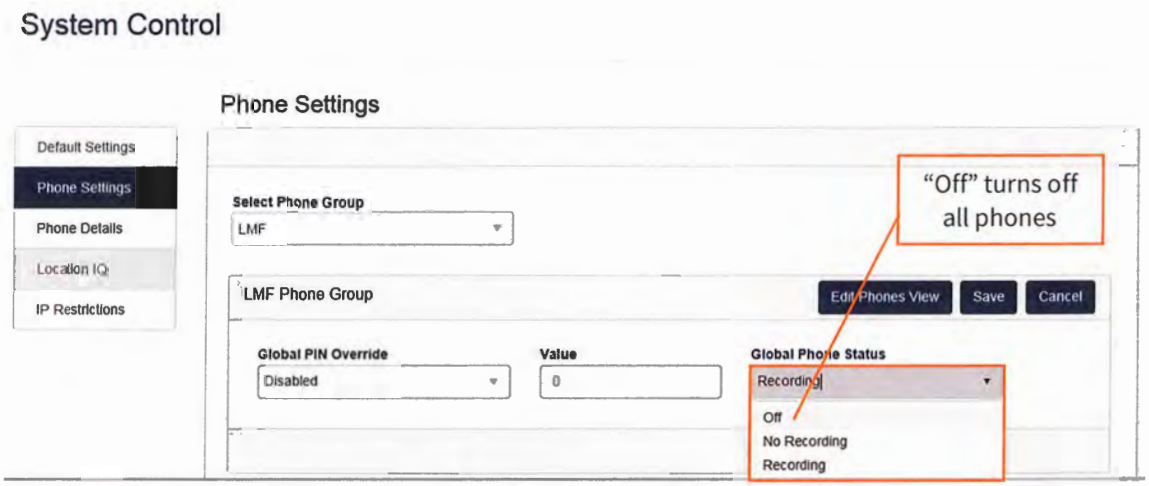

Figure 9 Global On/Off Phone Control

Service to individual inmate phones may also be turned on or off at the NDCS's discretion. From the System Control screen, individual phones are accessed by clicking the hyperlinks in the Phone Group column. Service to an individual inmate telephone can be turned off by selecting "Off" from the drop list of that phone as shown in Figure 10.

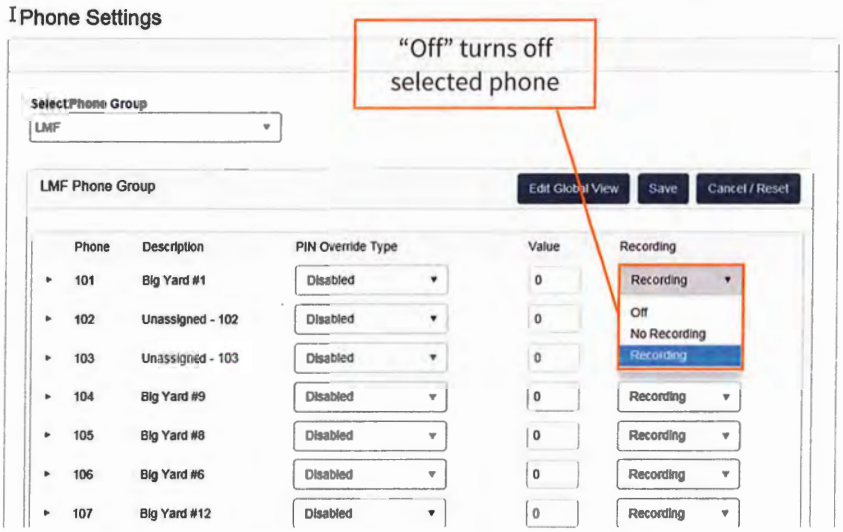

Figure 10 Individual Phone On/Off Control

Manual Cut Off Switches – Shutdown All or Selected Phones

In addition to the ability to shut down phones from any workstation, GTL also provides mechanical cut-off switches, located wherever NDCS chooses. GTL can provide individual kill switches for each phone, or can provide more advanced and flexible switch configurations to allow NDCS staff to shut down various groups of phones with one switch.

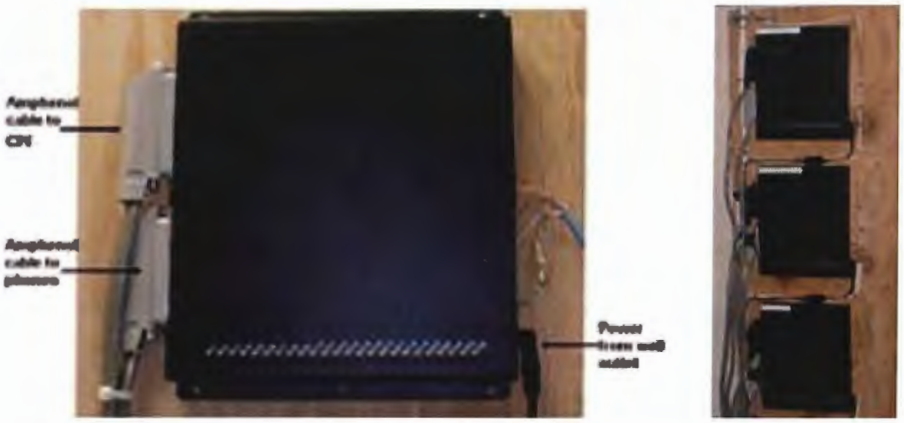

Figure 11 Example Telephone Shutdown Switches

GTL has experience installing everything from individual single pole double throw switches-to-multi-phone configurations using ice cube relays-to-custom designs integrated into control panels or custom switch boxes. With these configurations, phones can be cut off individually, as a bank, or for the entire facility.

Cut off switch configurations are not limited to discrete phone locations. For example, inmate phones located in several different areas of the facility, even if connected to different trunk lines, can be controlled by a switch that allows all of them to be shut off at once.

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The Contractor will be solely responsible for the ordering of, payment for, maintenance of, and troubleshooting on all local or interexchange telephone company lines or services necessary to provide inmate calling service. The contractor will be responsible for all telephone company coordination necessary to install, operate, and maintain their service. The contractor will be solely responsible for the integration and compatibility of the service with any and all circuits and facilities as may be provided by the local telephone company and/or carriers. The contractor will pay all invoices from any provider of ancillary or supporting service that is associated with the provision of those services in a timely manner.

GTL has read, understands, and will comply.

GTL will continue to be solely responsible for the ordering of, payment for, maintenance of, and troubleshooting on all local or interexchange telephone company lines or services necessary to provide inmate calling service. GTL will be responsible for all telephone company coordination necessary to install, operate, and maintain their service.

GTL will be solely responsible for the integration and compatibility of the service with any and all circuits and facilities as may be provided by the local telephone company and/or carriers. GTL will pay all invoices from any provider of ancillary or supporting service that is associated with the provision of those services in a timely manner.

The contractor will not be authorized to obligate State funds.

GTL has read, understands, and will comply.

GTL will not be authorized to obligate State funds.

The NDCS or the OCIO will give all orders for installation, removal, or modification in writing. The contractor will not install, modify, remove, or make any changes to service without written approval.

GTL has read, understands, and will comply.

Over the last 8 years GTL has only made changes to service under written approval from NDCS or the OCIO.

GTL will continue not to make system changes until the NDCS or the OCIO give orders for installation, removal, or modification in writing. GTL will not install, modify, remove, or make any changes to service without written approval.

—END OF SECTION—

D

D. BUSINESS REQUIREMENTS

D.1. Commissions

To keep inmate calling rates as low as possible, The State of Nebraska will not accept a commission from the Inmate Calling Services.

GTL has read, understands, and complies.

D.2. Rates

Per minute charges must be flat rate twenty-four (24) hours a day, seven (7) days a week.

Rates must remain firm for the first five (5) years of the contract. Prices may be subject to change after the initial five (5) year period. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska State Purchasing Bureau at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the State Purchasing Bureau and the NDCS Purchasing Division. State Purchasing Bureau reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as an amendment and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by both parties. Bidders must provide their proposed rates for all categories listed on the cost proposal sheet.

Failure to provide rates as outlined may be grounds for rejection of proposal.

Any and all charges billable to the inmates and their families must be detailed in the Bidder's cost proposal. Contractor may not assess any charges to any party in connection with this service that are not outlined in their proposal response.[1]

~~**Per minute charges must be flat rate twenty-four (24) hours a day, seven (7) days a week. All connect/surcharge fees will be identified by type of call.**~~

~~**Rates must remain firm for the first five (5) years of the contract. Prices may be subject to change after the initial five (5) year period. All regulatory fees must be included in the rates, as no add-ons will be accepted. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska State Purchasing Bureau at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the State Purchasing Bureau and the NDCS Purchasing Division. State Purchasing Bureau reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as an amendment and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by both parties. Bidders must provide their proposed rates for all categories listed on the cost proposal sheet.**~~

~~**Failure to provide rates as outlined may be grounds for rejection of proposal.**~~

[1] Per Addendum Eight for Q&A Round 2, Item 12, Dated June 2, 2016

~~**Any and all charges billable to the inmates and their families must be detailed in the Bidder's cost proposal. Contractor may not assess any charges to any party in connection with this service that are not outlined in their proposal response.**~~

GTL has read, understands, and complies.

Please refer to GTL's separate Cost Proposal, enclosed.

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D.3. Collect Billing

The Bidder must provide a list of Local Exchange Carriers (LEC), and Competitive Local Exchange Carriers (CLEC) names and Operating Company numbers for every LEC and CLEC at which the Bidder has an established collect billing arrangement. Collect calls to parties whose local telephone service is provided by a LEC or CLEC appearing on this list must not be blocked for any reason except in the event that the LEC or CLEC itself has placed a collect call restriction on that telephone line, or the line has been ported from a billable LEC to a CLEC. If collect calls are blocked due to LEC or CLEC restriction, the nature of this restriction must be presented to the NDCS/OCIO within twenty-four (24) hours of request.

GTL has read, understands, and complies.

GTL and its billing agent, ILD, have agreements with all major LECs and many CLECs. At the end of this section is a recent list of billable OCNs, which is updated weekly. Calls to destination numbers that are unable to receive collect call billing for any reason, including the lack of a billing agreement with a particular CLEC, can be completed through GTL's proactive AdvancePay® program.

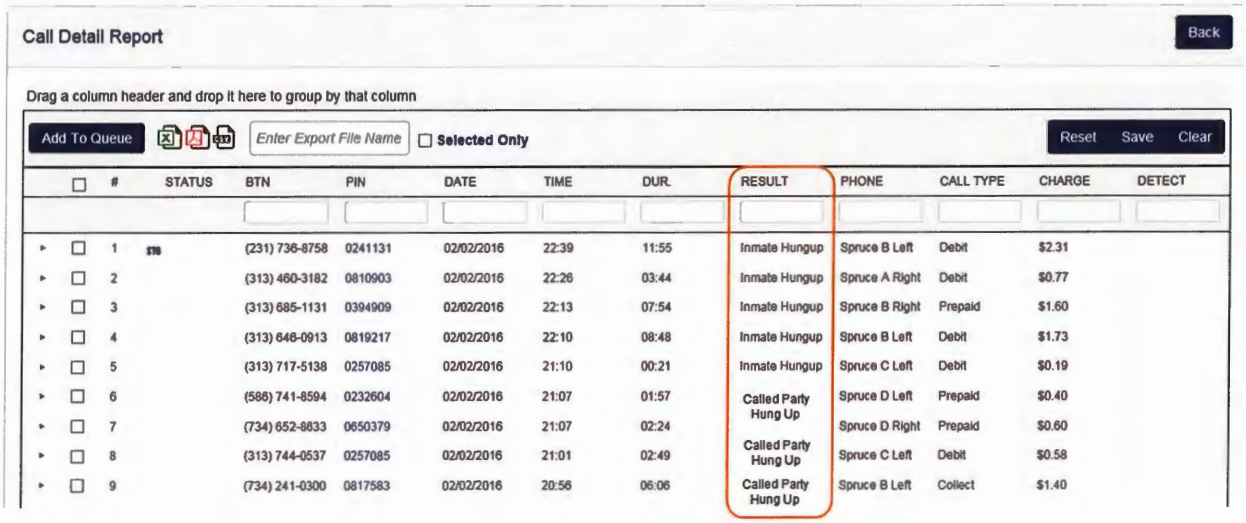
GTL will not block inmate calling with the exception of an LEC or CLEC block on collect calls. If an LEC/CLEC block does occur, GTL will notify the NDCS/OCIO within the required 24-hour time frame. GTL is able to assist inmates and their family and friends with prevention of collect call blocking by providing our prepaid inmate and called party programs (inmate PIN debit and AdvancePay®).

Each and every time an inmate attempts to dial a number that cannot receive collect calls, GTL's automated AdvancePay system is activated.

The Inmate is Asked to Hold
The number you are trying to reach does not allow collect calls. Please stay on the line while we attempt to arrange credit with the called party. If you do not want to wait please hang up now.
The Called Party is Contacted

> You have a collect call from [Inmate Name], an inmate at [Facility Name]. Your telephone service provided does not permit collect calls to this number or you have reached your collect call limit for calls from [Facility Name].
>
> If you would like to accept this and future collect calls you must establish a prepay account. We accept Visa and MasterCard. If you would like to set up an account and accept this call, please press or say 1.
>
> To speak to a customer service representative to deposit funds by money order or check call our customer service center toll-free at 1-XXX-XXX-XXX, that's 1-XXX-XXX-XXX.

The GTL ITS displays the fate for every attempted or completed inmate call. Call disposition is displayed in the Result field of call detail reports, as shown in Figure .



#	STATUS	BTN	PIN	DATE	TIME	DUR.	RESULT	PHONE	CALL TYPE	CHARGE	DETECT
1	STB	(231) 736-8758	0241131	02/02/2016	22:39	11:55	Inmate Hungup	Spruce B Left	Debit	$2.31	
2		(313) 460-3182	0810903	02/02/2016	22:26	03:44	Inmate Hungup	Spruce A Right	Debit	$0.77	
3		(313) 685-1131	0394909	02/02/2016	22:13	07:54	Inmate Hungup	Spruce B Right	Prepaid	$1.60	
4		(313) 646-0913	0819217	02/02/2016	22:10	08:48	Inmate Hungup	Spruce B Left	Debit	$1.73	
5		(313) 717-5138	0257085	02/02/2016	21:10	00:21	Inmate Hungup	Spruce C Left	Debit	$0.19	
6		(586) 741-8594	0232604	02/02/2016	21:07	01:57	Called Party Hung Up	Spruce D Left	Prepaid	$0.40	
7		(734) 652-8833	0650379	02/02/2016	21:07	02:24		Spruce D Right	Prepaid	$0.60	
8		(313) 744-0537	0257085	02/02/2016	21:01	02:49	Called Party Hung Up	Spruce C Left	Debit	$0.58	
9		(734) 241-0300	0817583	02/02/2016	20:56	06:06	Called Party Hung Up	Spruce B Left	Collect	$1.40	

Figure 12 Call Fate in Call Detail Report

Recent Billable OCNs

OCN#	OCN NAME	OCN#	OCN NAME	OCN#	OCN NAME
0005	COBBOSSEECONTEE TEL	0043	DUNBARTON TEL CO	0062	PERKINSVILLE SVC COR
0007	ISLAND TEL	0045	KEARSARGE TEL CO	0065	PRIMELINK, INC. - NY
0010	HAMPDEN TEL CO	0047	MERRIMACK CNTY TELCO	0072	FRONTIER CM AUSABLE
0011	HRTLD & ST ALBNS TEL	0049	UNION TEL CO - NH	0077	CHAMPLAIN TEL CO
0024	SOMERSET TEL CO	0050	WILTON TEL CO	0079	CHAZY & WESTPORT TEL
0031	WARREN TEL CO	0058	LUDLOW TEL CO	0081	CIT TELCO HAMMOND NY
0034	W PENOBSCOT TEL&TEL	0061	NORTHFIELD TEL CO	0085	CROWN POINT TEL CORP

OCN#	OCN NAME	OCN#	OCN NAME	OCN#	OCN NAME
0089	DEPOSIT TEL CO INC	0239	NEW HOPE TEL COOP	0407	VERIZON SOUTH-KY
0092	EDWARDS TEL CO INC	0253	VIRGINIA TEL CO	0410	VERIZON SOUTH-KY
0095	FISHERS ISL TEL CO	0254	CENTURYLINK	0411	LESLIE COUNTY TEL CO
0096	FRONTIER CM NY	0257	SPRUCE KB SENECA RK	0412	LEWISPORT TEL CO INC
0099	HANCOCK TEL CO - NY	0270	CITIZENS TELECOM WV	0417	SALEM TEL CO
0100	FRONTIER CM NY	0281	VERIZON NORTH INC.	0419	THACKER-GRIGSBY TEL
0106	WINDSTREAM NY FLTN	0282	BLOUNTSVILLE TEL CO	0421	WEST KY RL TEL CORP
0107	NEWPORT TEL CO INC	0283	BRINDLEE MTN TEL	0423	CENTURYLINK
0108	NICHOLVILLE TEL CO	0284	BUTLER TEL CO INC	0424	CENTURYLINK
0109	WINDSTREAM NY JAMEST	0298	CENTURYLINK	0425	CAMERON TEL CO
0110	FRONTIER OGDEN TELCO	0299	HAYNEVILLE TEL CO	0426	CAMPTI-PLEA HILL TEL
0112	ONTARIO TEL CO	0300	HOPPER TELECOMM	0427	CENTURYLINK
0113	WINDSTREAM NY RED JK	0301	FRONTIER CM LAMAR CT	0428	DELCAMBRE TEL CO
0114	ORISKANY FALLS TEL	0302	WINDSTREAM ALABAMA	0429	E ASCENSION TEL, LLC
0118	PORT BYRON TEL CO	0306	FRONTIER CM AL LLC	0430	ELIZABETH TEL CO
0121	FRONTIER ROCHESTER	0311	OAKMAN TEL CO INC	0431	CENTURYLINK
0122	FRONTIER CM SENECA	0312	OTELCO TELEPHONE LLC	0432	KAPLAN TEL CO
0125	STATE TEL CO	0314	PEOPLES TELCO INC	0434	CENTURYLINK
0128	FRONTIER CM SYLV LK	0322	UNION SPRINGS TEL CO	0436	CENTURYLINK
0129	TOWNSHIP TEL CO INC	0328	VERIZON FLORIDA INC.	0438	RESERVE TEL CO
0131	TRUMANSBURG TEL	0331	ITS TELECOMM SYS	0439	CENTURYLINK
0133	VERNON TEL CO INC	0332	BRAZOS TELECOM	0440	CENTURYLINK
0135	ALTEVA OF WARWICK	0336	WINDSTREAM FLORIDA	0441	STAR TELEPHONE CO
0138	CENTURYLINK	0338	QUINCY TEL CO	0442	CENTURYLINK
0149	FRONTIER CM BREEZEWD	0340	CENTURYLINK	0448	CALHOUN CITY TELCO
0152	FRONTIER CM CANTON	0341	CENTURYLINK	0449	MYRTLE TEL CO
0157	ALLTEL PENNSYLVANIA	0346	BLUE RIDGE TEL CO	0451	DECATUR TEL CO INC
0161	COMMONWEALTH TEL CO	0351	CAMDEN TEL & TEL CO	0453	WINDSTREAM MS
0168	FRONTIER CM PA	0356	CENTURYLINK	0456	GEORGETOWN TEL CO
0169	VERIZON NORTH-PA	0357	WINDSTREAM GEORGIA	0457	LAKESIDE TEL CO INC
0170	VERIZON NORTH-PA	0358	DARIEN TEL CO INC	0458	CENTURYLINK
0176	WINDSTREAM - PA INC.	0362	FRONTIER CM FAIRMNT	0460	FRONTIER CM MS
0178	FRONTIER CM LAKEWD	0364	WINDSTREAM GA TEL	0461	NOXAPATER TEL CO INC
0183	MAHANOY & MAHANTANGO	0368	HART TEL CO	0466	SLEDGE TEL CO
0193	CONSOLIDATED COMM	0375	NELSON BALL GROUND	0467	SMITHVILLE TELCO
0194	FRONTIER CM OSWAYO	0379	PLANT TEL CO	0469	BARNARDSVILLE TEL CO
0196	PALMERTON TEL CO	0381	PUBLIC SERVICE TEL	0470	CENTURYLINK
0201	VERIZON NORTH-PA	0386	WINDSTREAM STANDARD	0471	CENTURYLINK
0206	SUGAR VALLEY TEL	0387	FRONTIER CM GA	0473	CITIZENS TEL CO - NC
0209	CENTURYLINK	0395	WINDSTREAM ACCUCOMM	0474	WINDSTREAM CONCORD
0217	AMELIA TEL CORP	0398	BRANDENBURG TEL CO	0476	WINDSTREAM NC INC
0233	VERIZON SOUTH-VA	0402	WINDSTREAM KY WEST	0478	ELLERBE TEL CO
0237	HIGHLAND TEL COOP	0406	FOOTHILLS RURAL TEL	0479	VERIZON SOUTH INC.

OCN#	OCN NAME
0480	WEST PLAINS TELECOMM
0483	WINDSTREAM LEXCOM
0485	CENTURYLINK
0494	PINEVILLE TEL CO
0497	PIEDMONT TEL MEM CO
0498	SALUDA MOUNTAIN TEL
0499	SANDHILL TEL
0500	SERVICE TEL CO
0503	SURRY TEL MEMB CORP
0506	CENTURYLINK
0509	FRONTIER CAROL - NC
0516	CHESTER TEL CO
0517	WINDSTREAM SC, INC.
0521	FORT MILL TEL CO
0526	FRONTIER CAROL - SC
0528	HORRY TEL COOP INC
0531	LANCASTER TEL CO
0532	LOCKHART TEL CO INC
0533	MCCLELLANVL TEL CO
0535	NORWAY TEL CO INC
0541	RIDGEWAY TEL CO
0542	COMPORIUM, INC.
0544	ST STEPHEN TELCO
0551	WILLISTON TELE CO
0552	CENTURYLINK-ADAMSVL
0557	CENTURYLINK-CLAIBORN
0558	CONVERSENT COMM - NJ
0559	CONCORD TEL EX INC
0560	CONVERSENT COMM - NJ
0566	HUMPHREYS COUNTY TEL
0567	UNITED TELEPHONE SE
0571	MILLINGTON TEL CO
0574	CENTURYLINK
0575	TENNESSEE TEL CO
0577	FRONTIER VOL STATE
0578	TELLICO TEL CO
0585	ARCADIA TEL CO
0586	ARTHUR MUTUAL TEL CO
0590	BENTON RIDGE TEL CO
0606	CONNEAUT TEL CO
0607	CONTINENTAL OHIO
0609	DOYLESTOWN TEL CO
0612	FARMERS MUT TELCO OH
0613	LITTLE MIAMI COMM
0614	FORT JENNINGS TEL CO
0615	FRONTIER NORTH - OH
0619	GLANDORF TEL CO INC
0625	KALIDA TEL CO INC
0630	CENTURYLINK
0633	MIDDLE PT HOME TEL
0634	MINFORD TEL CO INC
0639	NEW KNOXVILLE TEL CO
0644	NOVA TELEPHONE CO.
0645	OAKWOOD MUTUAL TEL
0650	OTTOVILLE MUTUAL TEL
0651	PATTERSONVILLE TEL
0654	RIDGEVILLE TEL CO
0656	SHERWOOD MUTUAL TEL
0661	CENTURYLINK
0662	VANLUE TEL CO
0664	WASBASH MUTUAL TEL
0665	WINDSTREAM OHIO, LLC
0666	WINDSTREAM WESTN RES
0671	CENTURYLINK
0672	COMM CORP OF MI
0677	ISLAND TEL CO
0678	BLANCHARD TELEPHONE
0680	CHIPPEWA CNTY TEL CO
0681	FRONTIER MIDST - MI
0685	CHATHAN TEL CO
0689	CENTURYLINK
0695	FRONTIER NORTH - MI
0702	CENTURYLINK
0705	CENTURYLINK
0711	MIDWAY TEL CO - MI
0713	HIAWATHA TEL CO
0717	ONTONAGON CNTY TELCO
0721	PIGEON TEL CO
0726	SHIAWASSEE TEL CO
0728	SPRINGPORT TEL CO
0735	WESTPHALIA TEL CO
0738	WOLVERINE TEL CO
0742	BLOOMINGDALE HM TEL
0744	CAMDEN TEL CO INC
0747	CENTURYLINK
0750	FRONTIER CM IN
0751	CITIZENS TEL CORP
0772	FRONTIER NORTH - IN
0775	NINESTAR CONNECT
0776	COMM CORP OF IN
0777	HOME TEL - PITTSBORO
0778	HOME TEL CO - IN
0779	FRONTIER NORTH - IN
0788	MERCHNTS & FRMRS TEL
0792	MULBERRY COOP TEL
0801	CENTURYLINK
0809	COMM CORP OF SO IN
0816	S&W TEL CO INC
0819	SE IND RURAL TEL
0825	SUNMAN TELECOMM CORP
0826	SWAYZEE TEL CO INC
0827	SWEETSER RURAL TEL
0828	FRONTIER CM THORNTWN
0829	TIPTON TEL CO INC
0830	TRI-COUNTY TEL CO
0831	FRONTIER MIDST- IN
0832	CENTURYLINK
0837	WEST POINT TEL CO
0841	CENTURYLINK - CENCOM
0844	BADGER TELECOM INC
0847	BELMONT TEL CO
0849	BLACK EARTH TEL CO
0851	BONDUEL TEL CO
0856	BURL BRI & WHE TEL
0857	CENTURYLINK - CASCO
0859	CENTRAL STATE TEL CO
0870	FRONTIER RHINELANDER
0872	CUBA CTY TEL EX CO I
0875	DICKEYVILLE TEL CORP
0877	CENTURYLINK
0880	FARMERS TEL CO - WI
0881	MID-PLAINS TEL INC
0884	CENTURYLINK
0886	FRONTIER NORTH-WI
0893	US LEC COMM - LA
0895	CENTURYLINK
0898	CENTURYLINK
0909	MIDWAY TEL CO - WI
0912	FRONTIER CM MONDOVI

OCN#	OCN NAME
0913	CENTURYLINK
0914	EASTCOAST TELECOM
0915	MOSINEE TEL CO
0917	MOUNT VERNON TEL CO
0922	CENTURYLINK - NW
0924	CENTURYLINK
0925	BAYLAND TEL INC
0930	GRANTLAND TELECOM
0931	CENTURYLINK
0934	CENTURYLINK-PLATTEVL
0938	NORTHEAST TEL CO
0943	RIVERSIDE TELECOM
0944	FRONTIER CM ST CROIX
0945	SCANDINAVIA TEL CO
0950	CENTURYLINK
0952	SOUTHEAST TEL CO WI
0954	STOCKB & SHER TEL CO
0955	STATE LONG DIS TELCO
0956	CENTURYLINK
0958	TENNEY TEL CO
0959	CENTURYLINK - THORP
0962	UNION TEL CO - WI
0963	UTELCO INC
0964	FRONTIER CM WI
0967	FRONTIER CM VA
0968	WAUNAKEE TEL CO
0970	CENTURYLINK-WAYSIDE
0973	WITTENBERG TEL CO
0974	WOOD COUNTY TEL CO
0993	CROSSVILLE TEL CO
0998	FRONTIER CM OF DEPUE
1000	FRONTIER CAROL - IL
1011	FRONTIER CM LAKESIDE
1015	FRONTIER NORTH - IL
1017	GLASFORD TEL CO
1023	GRIDLEY TEL CO
1036	FRONTIER NORTH - IL
1038	FRONTIER CM IL
1041	KINSMAN MUT TEL CO
1045	LEAF RIV VLY TEL CO
1048	MCNABB TEL CO
1055	FRONTIER CM MIDLAND
1057	CENTURYLINK
1058	MONTROSE MUT TEL CO
1061	FRONTIER CM MTPULSKI
1066	ONEIDA TEL EXCHANGE
1067	FRONTIER CM OF ORION
1073	FRONTIER COMM PRARIE
1075	REYNOLDS TEL CO
1079	FRONTIER SCHUYLER IL
1087	VIOLA HOME TEL CO
1091	WOODHULL COMTY TELCO
1092	STELLE TELEPHONE CO.
1105	AYRSHIRE FMR MUT TEL
1106	ALPINE COMM L.C.
1108	BARNES CITY COOP TEL
1109	ENVENTIS
1110	BERNARD TEL CO INC
1112	BREDA TEL CORP
1113	BROOKLYN MUT TEL CO
1122	CITIZENS TELECOM IA
1123	FRONTIER CITIZENS MN
1125	CENTRAL SCOTT TEL
1126	CENTURYLINK
1127	FRONTIER CM IA
1128	FRONTIER CM NE
1130	CLARENCE TEL CO INC
1131	CITIZENS TELECOM NO
1133	C-M-L TEL OF MER IA
1134	COLO TELEPHONE CO
1135	CONTEL KS DBA GTE IA
1136	COON CREEK TEL CO
1137	COON VLY COOP TEL
1140	CONTEL MN DBA GTE MN
1141	CORN BELT TEL CO
1142	CENTURYLINK-RUSSELLV
1143	CENTURYLINK-SILM SPG
1144	CENTURYLINK
1146	CUMBERLAND TEL CO
1150	DIXON ACQUISITION
1151	CENTURYLINK
1155	CENTURYLINK
1156	E BUCHANAN TEL COOP
1157	ELLSWORTH COOP TEL
1159	CENTURYLINK
1160	F&B COMMUNICATIONS
1162	FARMERS COOP TEL CO
1163	WINDSTREAM COMM SW
1164	WINDSTREAM COMM SW
1165	WINDSTREAM COMM SW
1166	FARMERS & MERCH MUT
1172	FARMERS MUTUAL TELC
1175	FARMERS TELEPHONE CO
1176	FARMERS TEL CO - IA
1177	FARMERS TEL CO
1179	FENTON COOP TEL CO
1181	WINDSTREAM COMM SW
1183	FRONTIER CITIZENS IL
1186	VERIZON NORTH INC.
1188	GOLDFIELD TEL CO
1191	GRAND MOUND COOP TEL
1193	WINDSTREAM COMM SW
1199	HAWKEYE TEL CO
1203	HUBBARD COOP TEL
1207	CONTEL IA DBA GTE IA
1209	INTERSTATE COMM.
1213	JORDAN SOLDIER VAL
1214	KALONA COOP TEL CO
1222	LA MOTTE TEL CO INC
1225	LEHIGH VLY COP TEL A
1227	WESTELCOM NTWK - NY
1229	LOST NATION-ELWD TEL
1230	NORTHEAST IA TEL CO
1231	MESCALERO APACHE NM
1232	LYNNVILLE COMM TELCO
1238	MARTELLE COOP TEL
1241	MECHANICSVILLE TELCO
1242	MILES COOP TEL ASSN
1252	MUTUAL TELEPHONE CO
1259	NORTHERN IA TEL CO
1260	NORTHWEST IOWA TEL
1261	NORTHWEST TEL COOP
1264	OLIN TEL CO INC
1266	ORAN MUTUAL TEL CO
1269	PALO COOP TEL ASSN
1274	CENTURYLINK
1275	PRAIRIEBURG TEL CO
1278	READLYN TEL CO
127G	FRONTIER COMM OF VA

OCN#	OCN NAME
1282	ROCKWELL COOP TEL
1285	SAC COUNTY MUT TEL
1291	SCHALLER TEL CO
1292	SEARSBORO TEL CO INC
1298	S SLOPE COOP TEL INC
1301	SOUTHWEST TEL EXCH
1302	SPRINGVILLE COOP TEL
1303	COOPERATIVE TEL EXCH
1306	SULLY TEL ASSOC
1308	TEMPLETON TEL CO
130A	MAPLETON COM UT - IA
1310	TITONKA-BURT COMM
1317	CENTURYLINK
1320	VAN HORNE COOP TEL
1327	WEBB-DICKENS TEL
1328	WEBS-CALH COOP TEL
1335	WESTSIDE INDP TEL CO
1336	WILTON TELEPHONE CO
1342	WOOLSTOCK MUT TEL
1343	WYOMING MUT TEL CO
1344	PRAIRIE TEL CO INC
1350	ARVIG TEL CO
1362	BRIDGE WATER TEL CO
1367	FRONTIER CM MN
1375	ENVENTIS
1381	DUNNELL TELE CO
1387	EMILY COOP TEL CO
1404	HARMONY TEL CO
1412	KASSON & MANTORVILLE
1413	K M P TEL CO
1422	LONSDALE TEL CO INC
1427	ENVENTIS
1433	MID-STATE TEL CO
1445	CENTURYLINK
1447	NORTH DAKOTA TEL CO
1450	PARK REGION MUT TEL
1456	CENTURYLINK
1474	ROTHSAY TEL CO
1479	INTEGRA TELECOM
147B	CONVERSENT COMM - PA
1483	SLEEPY EYE TEL CO
148B	CONVERSENT COMM - VT
1495	VALLEY TELEPHONE CO.

OCN#	OCN NAME
1499	CROSSLAKE TEL CO
1505	WIKSTROM TEL CO INC
1507	WINSTED TEL CO
1510	WOODSTOCK TEL CO
1516	ARAPAHOE TEL COMPANY
1525	THREE RIVER TELCO
1526	CAMBRIDGE TELCO
1534	COZAD TELEPHONE CO
1558	HEMINGFORD COOP TEL
1561	HERSHEY COOP TEL CO
1568	WINDSTREAM NE, INC.
1590	SODTOWN TELEPHONE CO
1595	UNITED TEL CO WEST
1601	ABSARAKA COOP TEL CO
1604	BEK COMM COOPERATIVE
1610	DAKOTA CTL TELECOM
1611	DICKEY RURL TEL COOP
1615	GRIGGS COUNTY TEL CO
1622	MOORE & LIBERTY TEL
1631	RED RIV COMM - ND
1636	UNTD TEL MUTUAL AID
1647	CHEYENNE RIVER SIOX
1650	CTY BRKNGS MUNICIPAL
1668	KENNEBEC TEL COMPANY
1678	TURTLE MTN COMM
1681	DICKEY RURAL COMM
1683	DAKOTA CNTL TELECOM
1691	WINDSTREAM ARKANSAS
1698	CLEVELAND CO TEL CO
1699	DECATUR TEL CO
1700	CONTEL OF KS INC -AR
1706	CENTURYLINK
1711	CENTURYLINK
1720	CENTURYLINK
1727	CENTURYLINK
1730	CONTEL AR DBA GTE AR
1756	COLUMBUS TEL CO
1761	CUNNINGHAM TEL CO
1762	CP-TEL NTWK SVCS LA
1768	CBEYOND COMMS
1769	CBEYOND COMMS - GA
1778	GORHAM TEL CO INC
1782	HOME TEL CO - KS

OCN#	OCN NAME
1790	GTE OF AR
1791	LA HARPE TEL CO INC
1799	DAKTEL COMM, LLC-ND
1802	COX KS TELCOM
1808	MOUNDRIDGE TEL CO
1809	MUTUAL TEL CO
1810	CENTURYLINK
1811	CENTURYLINK
1817	PIONEER TEL ASSN INC
1827	S & T TEL COOP ASSN
1839	TRI-COUNTY TEL ASSN
1840	TWIN VALLEY TEL INC
1842	CENTURYLINK
1846	VERIZON MW INC.-MO
1860	ALMA TELEPHONE CO
1866	OZARK TELEPHONE CO
1873	EASTERN MO TEL
1883	VERIZON MW (EAST MO)
1885	WINDSTREAM MISSOURI
1886	GOODMAN TEL CO
1904	MISSOURI TEL
1908	LE-RU TELEPHONE CO
1914	MARK TWAIN RURAL TEL
1922	VERIZON MW-MO
1935	OREGON FARM MUTUAL
1936	PEACE VALLEY TEL CO
1945	SENECA TEL CO
1949	STEELVILLE TEL EXCH
1957	CENTURYLINK
1965	WINDSTREAM OKLAHOMA
1966	ATLAS TELEPHONE CO
1968	BEGGS TELEPHONE CO
1974	CANADIAN VALLEY TEL
1976	CARNEGIE TEL CO
1980	CHICKASAW TEL CO
1982	CIMARRON TEL CO
1984	OKLAHOMA COMM SYS
1985	CROSS TELEPHONE CO.
1994	GRAND TEL CO INC
2010	MID-AMERICA TEL INC
2011	OKLAHOMA WINDSTREAM
2013	OKLATEL COMM INC
2014	OKLA WESTERN TEL

OCN#	OCN NAME	OCN#	OCN NAME	OCN#	OCN NAME
2020	POTTAWATOMIE TEL CO	2200	FORT MOJAVE TELECOMM	2390	OREGON IDAHO UTILIT
2029	TERRAL TELEPHONE CO	2207	STRASBURG TEL CO	2392	PINE TELEPHONE SYS
2030	TOTAH COMMUNICATIONS	2208	CENTURYLINK	2395	CENTURYTEL OF OR
2034	WYANDOTTE TEL CO	2210	WILLARD TEL CO	2397	SCIO MUTUAL TEL CO
2038	BLOSSOM TEL CO	2225	CENTURYLINK	2400	UNITED TELEPHONE NW
2041	BRAZOS TEL COOP INC	2227	MUD LAKE TEL COOP	2404	ASOTIN TEL CO
2043	NO TEXAS TEL COMPANY	2230	POTLATCH TEL CO	2408	CENTURYLINK
2057	COLEMAN COUNTY TEL	2231	PROJECT MUTUAL TEL	2410	CENTURYLINK
2060	TOTELCOM COMM, LLC	2233	RURAL TEL CO	2416	FRONTIER COMM NW
2061	COMMUNITY TEL CO	2241	HOT SPRINGS TEL CO	2418	PEND OREILLE TEL CO
2068	EASTEX TEL COOP INC	2243	TELUS COMM QUEBEC	2419	HOOD CANAL TEL CO
2071	FIVE AREA TEL CO-OP	2249	CENTURYLINK	2422	CENTURYLINK
2080	VERIZON SW INC.	2251	RANGE TEL COOP INC	2427	LEWIS RIVER TEL CO
2084	CENTURYLINK	2252	RONAN TELEPHONE CO.	2430	MCDANIEL TEL CO INC
2097	WINDSTREAM KERRVILLE	2265	TULAROSA BASIN TELCO	2431	MASHELL TELECOM INC
2101	CENTURYLINK	2268	WEST NM TEL CO INC	2449	VERIZON NORTHWEST
2104	LAKE LIVINGSTON TEL	2274	CENTURYLINK - NM	2454	WOODBURY TEL
2109	CONSOL COMM OF TX CO	2275	FRONTIER NAVAJO COMM	2456	MALHEUR HOME TEL CO
2114	CENTURYLINK	2277	CENTRAL UTAH TEL INC	2490	CBEYOND COMMS - CO
2116	NORTEX COMMUNICATION	2282	MANTI TELEPHONE CO.	2491	CBEYOND COMMS - IL
2117	CENTURYLINK	2283	SKYLINE TELECOM	2782	TELUS INTEGRATED COM
2140	CENTURYLINK	2286	S CEN UTAH TEL ASSN	2985	WEB FIRE COMM - TX
2143	S PLAINS TEL CO-OP	2289	CHUGWATER TEL CO	3000	ACS OF ANCHORAGE
2147	WINDSTREAM SUGAR LND	2291	DUBOIS TEL EXCH INC	3002	BETTLES TEL CO
2152	CBEYOND COMMS - TX	2299	CENTURYLINK	3008	ACS OF FAIRBANKS
2153	TEXAS WINDSTREAM	2302	VERIZON CALIFORNIA	3017	ALASKA TEL CO
2154	VERIZON SW INC. TX	2308	FRONTIER CM OF CA	3021	SANDWICH ISLES COMM
2159	VALLEY TEL CO-OP INC	2319	VERIZON CALIF. INC	3022	ACS OF ALASKA, INC.
215A	COX NV TELCOM	2320	TDS METROCOM - IL	3026	NORTH COUNTRY TEL CO
2166	W TEXAS RURAL TEL	2321	HAPPY VALLEY TEL CO	3029	NEWCASTLE TEL CO
2171	ARIZONA TEL CO	2322	HORNITOS TEL CO	3030	ACS OF THE NORTHLAND
2172	FRONTIER UTIL RURAL	2323	WINTERHAVEN TEL CO	3031	SCOTT COUNTY TEL CO
2173	TOHONO O ODHAM UT AU	2334	SUREWEST TELEPHONE	3032	BEAR LAKE COMM INC
2174	SOUTHWESTERN TEL CO	2342	FRONTIER COM TUOLUMN	3057	MANNING MUNPL COMM
2177	CONTEL DBA GTE WEST	2344	FRONTIER WEST CST-CA	3064	MIDCONTINENT COMM.
2178	AGATE MUT TEL CO ASC	2348	CENTRAL TEL CO NV	3065	MIDCONTINENT COMM ND
2182	BLANCA TELEPHONE CO.	234B	ADVANCED TEL - MS	3097	ALTA MUNICIPAL UT-IA
2184	DELTA CNTY TELE-COMM	2354	FRONTIER CM NV	309B	CINCINNATI BELL EXT
2185	CENTURYLINK	2356	RIO VIRGIN TEL CO	3100	HAWAIIAN TELECOM-HI
2193	NUCLA-NATURITA TEL	2360	CENTURYLINK	3112	COMMUNITY AGCY-IA
2194	NUNN TELEPHONE CO.	2371	CASCADE UTILITIES	3149	OPENBAND OF VIRGINIA
2196	PEETZ COOP TEL CO	2378	TRANS-CASCADES TELCO	3201	PUERTO RICO TEL CO
2198	PINE DRIVE TEL CO	2386	MT ANGEL TEL CO	3227	CONVERSENT COMM - ME

OCN#	OCN NAME	OCN#	OCN NAME	OCN#	OCN NAME
3289	CONVERSENT COMM - NY	4331	VERIZON SOUTH-AL	4930	LOUISIANA COMPET TEL
3301	SOUTHEAST MS TEL CO	4332	WINDSTREAM GA COMM	4931	SUREWEST BRDB - CA
3304	HUMBOLDT TELEPHONE	4334	FRONTIER CAROL - NC	4959	WARWICK VLY TEL NJ
3320	CONTOOCOOK VLY TEL	4335	FRONTIER CAROL - SC	5010	VERIZON DELAWARE DE
3321	HOLLIS TELEPHONE CO	4336	FRONTIER CM TN	5020	VERIZON WASH - DC
3401	FRONTIER CM OR	4337	VERIZON SOUTH-VA	5030	VERIZON MARYLAND MD
3402	FRONTIER CM GLD ST	4338	CITIZENS COMM - WV	5040	VERIZON VIRGINIA VA
3497	1STEL, INC. - TX	4341	GTE SOUTHWEST - AR	5050	FRONTIER WV INC - WV
3610	RESERVE TELECOM LA	4342	GTE SOUTHWEST - NM	5061	CINCINNATI BELL - KY
3614	GRUNDY CTR UTIL - IA	4343	GTE SOUTHWEST - OK	5062	CINCINNATI BELL - OH
3620	OMNITEL COMM - IA	4344	VERIZON SW INC. TX	5101	QWEST CORPORATION-AZ
3722	CONVERSENT COMM - CT	4417	FRONTIER CM MI	5102	QWEST CORPORATION-CO
3723	CONVERSENT COMM	4418	FRONTIER CM MI-OH	5103	QWEST CORPORATION-ID
3724	CONVERSENT COMM - NY	4419	FRONTIER SW - AZ	5104	QWEST CORPORATION-MT
3726	TELENTL COMM INC TX	4420	VERIZON CALIF-CA	5105	QWEST CORPORATION-NM
3754	CONVERSENT COMM - ME	4421	FRONTIER SW - NV	5107	QWEST CORPORATION-UT
3786	AERO COMM INC - KY	4423	FRONTIER COMM NW-WA	5108	QWEST CORPORATION-WY
3808	AERO COMM INC - IL	4425	GEORGIA WINDSTREAM	5111	FAIRPOINT COMM - ME
3809	AERO COMMUNICATIONS	4426	FRONTIER WHITE MTNS	5112	VERIZON MASS - MA
385D	COX OH TELCOM	4427	FRONTIER CM ID	5113	FAIRPOINT COMM - NH
3955	EASTERN OREG TEL-OR	4429	FRONTIER CM UT	5114	VERIZON - RI
3964	SUREWEST BROADBD CA	4437	CENTURYLINK - ID	5115	FAIRPOINT COMM - VT
4051	CONVERSENT COMM LLC	4438	CENTURYLINK - NV	5120	VERIZON NEW JERSEY
4052	CONVERSENT COMM - MA	443F	AERO NORTH COMM - IL	5130	VERIZON NEW YORK-NY
4053	CONVERSENT COMM - NH	4449	FRONTIER NAVAJO COMM	5131	VERIZON NEW YORK-CT
4054	CONVERSENT COMM - RI	4450	FRONTIER NAVAJO COM.	5141	QWEST CORPORATION-IA
4069	COON RAPIDS MUN UTIL	4451	FRONTIER NAVAJO	5142	QWEST CORPORATION-MN
4085	FLORIDA DIGITAL NTWK	4464	FRONTIER COMM SO AL	5143	QWEST CORPORATION-NE
4111	WOW INTN CABL PHONE	4465	FRONTIER CM SO FL	5144	QWEST CORPORATION-ND
4115	LAURENS MUN COMM UTI	4510	CENTURYLINK - TN	5145	QWEST CORPORATION-SD
4138	LOUISIANA COMPET TEL	4511	CENTURYLINK - VA	5161	QWEST CORPORATION-WA
4140	WARWICK VLY TEL NY	4520	CENTURYLINK	5162	QWEST CORPORATION-ID
4189	COON CREEK TELECOMM	4521	CENTURYLINK - WA	5163	QWEST CORPORATION-OR
429A	MIDCONTINENT COMMS M	4530	CENTURYLINK- NE	5170	PACIFIC BELL - CA
4300	RED RIVER COMM - MN	4531	CENTURYLINK WEST-WY	5173	NEVADA BELL - NV
4311	GTE NORTH INC - IA	4607	ESSEX TELCOM, INC.	5181	BELLSOUTH TELECOM-AL
4312	GTE NORTH INC - MN	4630	CHICKASAW TELECOMM	5182	BELLSOUTH TELECOM-KY
4313	VERIZON MIDWEST-MO	463C	CONNECT I.T. TX	5183	BELLSOUTH TELECOM-LA
4314	GTE NORTH INC - NE	4650	LOUISA COMMUNICATION	5184	BELLSOUTH TELECOM-MS
4321	FRONTIER COM NW - ID	4652	U.S. TELEPAC - NV	5185	BELLSOUTH TELECOM-TN
4322	FRONTIER CM MT	469A	T3 COMM. INC - FL	5191	BELLSOUTH TELECOM-FL
4323	FRONTIER COM NW - OR	4704	SEI DATA, INC.	5192	BELLSOUTH TELECOM-GA
4324	FRONTIER COM NW - WA	4878	BRAGG COMMUNICATIONS	5193	BELLSOUTH TELECOM-NC

OCN#	OCN NAME	OCN#	OCN NAME	OCN#	OCN NAME
5194	BELLSOUTH TELECOM-SC	7804	TDS METROCOM - WI	8278	LOST NAT-ELWOOD TEL
5200	FRONTIER COMM OF CT	7809	W. T. SERVICES INC.	8298	RESERVE TELECOMM
5211	SOUTHWESTERN BELL-AR	7857	ORLANDO TEL CO SYS	8304	ALLSTREAM INC.
5213	SOUTHWESTERN BELL-MO	7896	BCN TELECOM, INC.	8367	NEVADA TELEPHONE INC
5214	SOUTHWESTERN BELL-KS	7987	COX COMMUNICATIONS	8377	ROGERS COMM CAN
5215	SOUTHWESTERN BELL-OK	7988	COX NE TELCOM	846B	TIM RON ENTERPRISES
5216	SOUTHWESTERN BELL-TX	7991	SADDLEBACK COMM CO	847B	TIM RON ENTERPRISES
5247	KNOLOGY OF KANSAS-KS	8050	BELL QUEBEC	8606	OTTER TAIL TELCOM
5353	TDS METROCOM - MI	8051	BELL ONTARIO	8614	BAYLAND COMM INC.
5361	HARLAN MUNICIPAL-IA	8081	EDMONTON TEL CO	8639	COX IOWA TELCOM. LLC
5566	KASSON-MANTORVL TEL	8083	TELUS COMM - QC	8708	HAWARDEN MUNCIPL UTL
562E	SOUTH SLOPE TELCO IA	8084	TELUS COMM INC	8778	COX RI TELCOM
5781	LOCAL ACC PRIME - WA	8085	NEWTEL CO	8839	ADVANCED TEL - LA
5910	S & T COMM - KS	8086	TELUS COMM BC	8953	MARK TWAIN COMM CO
6112	PRIMELINK, INC.	8087	ISLAND TEL CO LTD	8960	HORRY TEL COOP - SC
612C	COX GA TELCOM	8088	MANITOBA TEL SYS	9102	VERIZON NEW ENGLAND
6151	BTC, INC.	8089	MARITIME TEL LTD	9104	VERIZON NEW YORK INC
6179	DICKEY RURAL ACCESS	8090	NEW BRUNSWICK TEL	9129	REINBECK MUN TEL UT
645C	CAMERON COMMS - LA	8091	SASKATCHEWAN TEL COM	9147	FRONTIER COMM - CT
657C	T C TEL LLC - CA	8092	NORTHWESTEL INC	9206	VERIZON NEW JERSEY
667E	WOW INTN CABL PHONE	8094	CORP CTY THUNDER BAY	9208	VERIZON PENNSYLVANIA
668E	WOW INTN CABL PHONE	812D	SUREWEST BROADBAND	9210	VERIZON DELAWARE INC
669D	WABASH MUTUAL - OH	8140	RANGE TEL COOP MT	9211	VERIZON WASHINGTON
7010	LONG LINES METRO SD	8203	QUADRO COMMUNICATION	9212	VERIZON MARYLAND INC
7021	FIBERCOMM, L.C.	8204	BROOKE TELECOM CO OP	9213	VERIZON VIRGINIA INC
7036	TDS METROCOM LLC	8211	NEXICOM TELECOMM	9214	FRONTIER WV INC.
7076	MIDCONTINENT COM SD	8212	GOSFIELD NO COMM	9262	UTILITY TEL. INC CA
7077	COX CT TELCOM	8214	HAY COMM COOP LTD	9321	AMERITECH OHIO
7078	COX AZ TELCOM	8215	HURON TELECOMM COOP	9323	AMERITECH MICHIGAN
7189	COX VA TELCOM	8216	EXECULINK TELECOM-ON	9325	AMERITECH INDIANA
7190	COX CABLE NEW ORLEAN	8220	LANSDOWNE RURAL TEL	9327	AMERITECH WISCONSIN
7192	COX CABLE OKLA CITY	8223	MORNINGTON COM COOP	9329	AMERITECH ILLINOIS
7193	COX FL TELCOM	8225	NO FRONTENAC TEL CO	9417	BELLSOUTH SO BELL
735E	WOW INTN CABL PHONE	8227	NO RENFREW TEL CO.	9419	BELLSOUTH SO CNTL
739D	REASNOR TELCO, LLC	8228	NORTHERN TEL LTD PTN	941D	COX ID TELCOM
7453	U.S. TELEPAC - CA	8230	NEXICOM TELEPHONES	9472	BIDDEFORD INTERNT ME
7513	CTSI, INC. - PA	8231	PEOPLES TELCO FOREST	9533	SOUTHWESTERN BELL
7521	XO NEVADA, LLC	8232	ROXBOROUGH TELCO INC	9631	QWEST CORPORATION
756D	COX ARKANSAS TELCOM	8237	SOGETEL, INC.	9636	QWEST CORPORATION
7661	COX CA TELCOM - CA	8239	TELEBEC, LTEE	9638	QWEST CORPORATION
7720	RAINIER CONNECT - WA	8240	TUCKERSMITH COMM	966C	DSCI, LLC
7726	SOUTHWESTERN BELL TX	8244	WESTPORT TEL CO LTD.	9690	WINDSTREAM KY-LXGTN
7774	ADVANCED TEL INC.	8245	WIGHTMAN TEL LTD.	9691	WINDSTREAM KY LONDON

OCN#	OCN NAME	OCN#	OCN NAME	OCN#	OCN NAME
9700	PACIFIC BELL REGION	9784	CENTURYLINK	9788	CENTURYLINK
9740	PACIFIC BELL	9785	CENTURYLINK	9789	CENTURYLINK
9742	NEVADA BELL	9786	CENTURYLINK	9920	XFONE USA, INC. - FL
9769	ORANGE CITY COMM IA	9787	CENTURYLINK	995A	NEVADA TEL - NV

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The Bidder must detail how called parties are billed when they have either "collect calling blocks", or a line serviced by a LEC which the contractor does not have a direct collect billing agreement. If called party is required to contact the contractor in order to establish an account, provide the toll free number that is available for this purpose. This number must be answered within six (6) minutes.

GTL has read, understands, and complies.

GTL's Inmate Telephone System provides traditional collect calling as well as prepaid call options to ensure that NDCS inmates have every possible opportunity to connect with their friends and loved ones. Roughly half of all telephone numbers in the United States, including almost all cell phone numbers, are restricted from receiving traditional collect calls. Prepaid calling options overcome this limitation; enabling the completion of many more, otherwise approved inmate calls. Prepaid calls are subject to the same call restrictions and security functions as collect calls. GTL configures the ITS to provide collect and prepay opportunities for both inmates and the people they call.

Today, NDCS families and friends of inmates call GTL's toll-free Billing Support number (800-483-8314) any time to setup prepaid accounts. The average answer time for calls is less than two (2) minutes, exceeding NDCS requirement of six (6) minutes by 66%.

While the prison phone industry as a whole has moved toward a prepay model for most customers, GTL does provide a direct bill option for certain high-usage customers (such as large Bail Bonds companies and some Attorney offices). When an inmate's call goes to a number that has an associated **GTL Direct Bill** account, the call is processed and delivered to the called party as a collect call with all the same validation and securities in place as all other calls. At the end of each billing cycle, Direct Bill account holders receive a bill directly from GTL for inmate calls completed during the billing period.

Collect Billing

Inmate collect calls are added to the called party's normal monthly bill along with GTL's toll-free Billing Customer Service number. Under special circumstances, GTL offers a direct bill option for certain customers and products.

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> **If direct billing accounts must be established for called parties who cannot be billed directly from the local carrier, contractor may not ask called parties for any type of pre• payment or deposit at the time of account establishment. Calling from the inmate to these called party numbers must be available within twenty-four (24) hours of account establishment.**

GTL has read, understands, and complies.

Calls from the inmate are available well within the first 24-hours after account establishment.

OneCall Option – Single Call Billing

Through our **AdvancePay® OneCall** option, GTL is able to connect more calls from offenders to their families and friends. OneCall allows called parties to accept and pay for a single call without the need to first establish a prepaid account. This option is designed for individuals who:

- Do not receive many inmate calls (so no need for a prepaid phone account)
- Have a debit card with limited funds available (not enough to create or replenish an AdvancePay® account)
- Don't want to miss an inmate call (since it may be the ONLY one!)

With **AdvancePay OneCall**, the called party can now choose to pay for just that one call. Previously, these calls would NOT have been completed – either the called party could not set up a prepaid account because of limited funds, or they chose to forego the call because they did not want to set-up and fund a prepaid account. The approved per-minute call rates and AdvancePay transaction fees for NDCS apply to all AdvancePay OneCall calls, just as they do for all other AdvancePay calls. Our OneCall option means more completed calls and more satisfied customers.

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> **Due dates on all invoices must be no sooner than fifteen (15) days from invoice mailing. Contractor may not block calling to a direct billed number unless the account is thirty (30) days past due. Contractor may require a refundable deposit not to exceed $75.00 to restore calling for any account that has not been paid within thirty (30) days of bill due date.**

GTL has read, understands, and complies.

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Contractor will be required to certify to the State of Nebraska in writing, on a yearly basis that they have completed a self-audit of rates, and that called parties have been billed in accordance with the contract award rates. Contractor will be required to provide an electronic copy of ALL collect call detail files that are sent to local exchange carriers or third party billing companies to the State on at least a quarterly basis. This file must contain originating facility, called to number, date, time, and charge for each call detail record billed. Contractor will be required to provide a refund within sixty (60) days of request for any calls that are either billed in error, billed incorrectly, or do not appear on the monthly call detail file sent to the State. Rates may be audited periodically by the NDCS to ensure accuracy. Call detail records will be periodically checked against call records on the system itself. Call detail records must match system records. If discrepancies become excessive, the State may hire an independent party to perform complete monthly audits of call records until discrepancies are taken care of at the contractor's expense.

GTL has read, understands, and complies.

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D.4. Debit Recharge

Dollar values to inmate accounts will be sold directly to inmates by facility staff. The State of Nebraska will compile a daily file on all sales and provide to the contractor (to be mutually agreed upon). Contractor must add dollar values to inmate accounts within eight (8) hours of receipt. The Contractor must explain their procedure for accounting of inmate debit balances. Contractor will bill according to the files received during a calendar month.

GTL has read, understands, and complies.

As the current provider of ITS services to NDCS, GTL is already meeting the inmate Debit accounting needs of NDCS. NDCS currently sends a nightly file to GTL for inmate Debit accounts, which is uploaded by the GTL accounting team. We then invoice NDCS each calendar month for inmate Debit account usage.

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D.5. Debit Billing

The NDCS will not allow for plastic pre-paid calling cards and requires that all pre-paid time purchased by inmates at all facilities be added to their accounts in the time specified in Section III.D.4 Debit Recharge. Contractor shall invoice the NDCS on a monthly basis for the combined dollar values added to inmate accounts during the previous calendar month, less refunds made to released inmates. No fees shall be charged for accounts to be closed and inmates shall receive a full refund of unused funds. Billings should be sent in one of the following methods:

NDCS Accounts Payable

P. O. Box 94661 Lincoln, Nebraska 68509

Or via email to: DCS.AccountsPayable@nebraska.gov

The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to and from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to resolve this requirement are as follows:

a. **Connect Direct software**

b. **SFTP server with public key authentication**

The State will provide the contractor with a monthly file listing inmate released during the previous month. This file will be provided to the Contractor by the 5th of each month. Each inmate release file will include inmate name, inmate number, and release date. The contractor will be required to return that file by the 10th day of the same month and add the amount of funds remaining on each inmate's debit account so that refunds can be made to the inmate by the State. The total amount of refunds will be deducted from that month's payment to the contractor.

GTL has read, understands, and complies.

As the incumbent ITS provider to NDCS, GTL is already following the process required by NDCS for inmate Debit account billing.

NDCS sends the GTL System Administrator a file every day of what amounts to put on an inmate's account.

The current daily processes of the GTL System Administrator for Debit Recharge include:

- *Receive an email from YRTC-K site administrator. Switch to the YRTC-K site in the system. Enter the youth's number and go to add funds. Enter $3.00 onto each of the youth's accounts that are on the list. Date stamp and put in Kearney debit file.*
- *Receive an email from YRTC-Geneva site administer. Switch site to YRTC-Geneva in the system. Enter in the youth's number and go to add funds. Enter in the amount specified for that youth. Do that for all the youths on the list.*

As the current incumbent—and knowledgeable of NDCS' operations—GTL will provide as a value add, at no cost to NDCS, automated cardless debit calling and Debit Release Cards.

Automated Cardless Debit Calling

GTL is able to offer NDCS an interface of the GTL ITS to the NDCS's commissary software for automated inmate Real-Time, Cardless Debit calling. GTL is the leader in the industry at successful integration of inmate debit with a variety of commissary system providers. Due to

our level of experience, we are confident in our ability to implement Real-Time Automated Secure Cardless Debit via an interface with NDCS's inmate facility commissary system.

We have designed and implemented solutions including: standard XML format file sharing, web services-based exchanges, Network Node Interfaces (NNI), and more. GTL uses web services and a variety of other file transfer protocols to integrate with other vendors. This flexible approach, combined with our extensive experience in software development, ensures a fast, smooth transition to the new phone system. With the cooperation of NDCS, GTL is confident in our ability to integrate with NDCS's current commissary system, or any commissary the NDCS may implement in the future.

With integrated Real-Time Cardless Debit, inmates can purchase debit funds **directly through call prompts from the inmate phone.** Funds are moved in real time from the inmate's banking account to his/her debit phone account. This allows inmates to order debit phone time at any time, as opposed to having to be tied to the commissary ordering schedule. These funds are then directly applied to the inmate's debit account, tied to his/her inmate ID and PIN. The cost of each debit call is deducted immediately from the inmate's account at the end of the call. Prior to making another debit call, the inmate will hear his/her new available balance.

This solution eliminates any paperwork or administrative burden on facility staff which may be associated with the traditional selling of debit cards.

Debit offers many benefits to both the inmate and NDCS. Because debit calling allows the inmate to call any facility-approved number without needing the family member to set up an account, the benefit to NDCS is an increase in the number of completed calls, increasing revenues and information available to investigators. Debit calling also allows inmates to reach out to more people and puts them in control of their calling and spending.

GTL Debit/Prepaid Calling Increases Client Revenue

GTL has seen call volumes and revenues dramatically increase at facilities where we have introduced our secure, easy-to-use prepaid calling solutions which result in:

- Increased inmate call volume
- More revenue for the facility
- More communication between inmates and their loved ones
- Potential for lower prepaid call rates

Debit Release Cards

GTL's Release Card program provides a solution for inmate fund disbursements through debit cards. Our release card program is administrated by a partner company with requisite federal and state credentials and authorization to transmit funds. Unused funds of inmates being released from NDCS facilities or transferred out of NDCS jurisdiction can be determined then electronically transferred to media acceptable to NDCS. The means by which this occurs

may vary but GTL understands NDCS's primary motivation is to minimize cash transactions while maintaining control and fiduciary responsibility for incarcerated inmates' funds. GTL will make every effort to tailor a release card program that satisfies NDCS objectives. Inmates can use either a pin number or their signature to complete debit card transactions.

Table 3 Release Debit Card Benefits

Facility Benefits	Inmate Benefits
Eliminate Checks/Cash	Immediate Funds Availability
Reduces Lost Checks/Fraud	Eliminates Check Cashier Fees
Simplifies Bank Account Reconciliation	Security of PIN Protected Card
Capable of Integrating with OMS	Worldwide Access to ATM's
Real Time Transactions	Account Info Available Online
Robust API for system to system integration	Re-Loadable Card
	Allows for Direct Deposit

GTL will provide MasterCard Pin based debit cards to NDCS at no cost. These cards can be loaded from $.01 up to $9,700.00.

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D.6. Prepay by Inmate Families

Contractors may require inmate families to Pre-pay for services if those families do not meet the Contractor's creditworthiness requirements for collect calling. When Pre-pay is required, the Contractor must be able to accept payment from inmate families using credit cards, debit cards, personal checks, and money orders. All monies paid to the contractor by inmate families will be credited to the families account and decremented at a rate equal to those in the bidder's cost proposal. Inmate family pre-pay accounts are considered "Debit" accounts and will be subject to the Debit calling rate. Contractors may charge a fee to cover the cost of accepting credit card payments from inmate families however, that fee may not exceed 5% of the total transaction. The contractor may not charge any additional processing fees when inmate families pay using methods other than credit/debit cards except for insufficient check fees. Bidders must outline their entire policy for Pre-pay in their bid proposal. Any setup fees will be identified within the proposal. All individuals utilizing a prepaid account will have name, address, and phone number in a searchable/exportable database that is accessible to the NDCS. Contractor must provide details pertaining to the verification process that are completed to set up an account.

GTL has read, understands, and complies.

GTL and our billing agent have agreements with all major Local Exchange Carriers (LECs) and many Competitive Local Exchange Carriers (CLECs). Calls to destination numbers that are unable to receive collect call billing for any reason, including the lack of a billing agreement with a particular CLEC, can be completed through GTL's proactive AdvancePay program.

Each and every time an inmate attempts to dial a number that cannot receive collect calls, GTL's automated AdvancePay system is activated. The GTL ITS displays the fate for every attempted or completed inmate call. Call disposition is displayed in the Result field of call detail reports.

The Inmate is Asked to Hold
The number you are trying to reach does not allow collect calls. Please stay on the line while we attempt to arrange credit with the called party. If you do not want to wait please hang up now.
The Called Party is Contacted
You have a collect call from [Inmate Name], an inmate at [Facility Name]. Your telephone service provided does not permit collect calls to this number or you have reached your collect call limit for calls from [Facility Name]. If you would like to accept this and future collect calls you must establish a prepay account. We accept Visa and MasterCard. If you would like to set up an account and accept this call, please press or say 1. To speak to a customer service representative to deposit funds by money order or check call our customer service center toll-free at 1-XXX-XXX-XXX, that's 1-XXX-XXX-XXX.

GTL AdvancePay

In addition to traditional collect calling, GTL provides pre-pay calling options for the families and friends of inmates through our AdvancePay program. GTL and our billing agent have agreements with all major Local Exchange Carriers (LECs) and many Competitive Local Exchange Carriers (CLECs). Calls to destination numbers that are unable to receive collect call billing for any reason, including calls to cell phones and the lack of a billing agreement with a particular CLEC, can be completed through GTL's proactive AdvancePay program.

In the paragraphs that follow, we will outline in detail the many Features and Convenience Options of AdvancePay, as well as the OneCall Option.

Friends and family members establishing their accounts with GTL, e.g. web or live operator, provide their name, address and telephone number. This information will be made available to NDCS in a searchable/exportable database. Additionally, GTL Data IQ, GTL's data mining and link analysis intelligence tool allows investigators to consolidate data from all GTL data sources such as Inmate telephone calls, visitation scheduling, GTL financial transactions and payment deposits. The benefits the Nebraska Department of Correctional Services may realize through implementation of the proposed GTL Data IQ solution include:

- Generate actionable intelligence from vast amounts of raw data
- Reduction in valuable time spent investigating suspicious activities
- Discovery and disruption of inmate-based criminal ventures
- Identification of richer corrections intelligence information to inform internal and external investigations

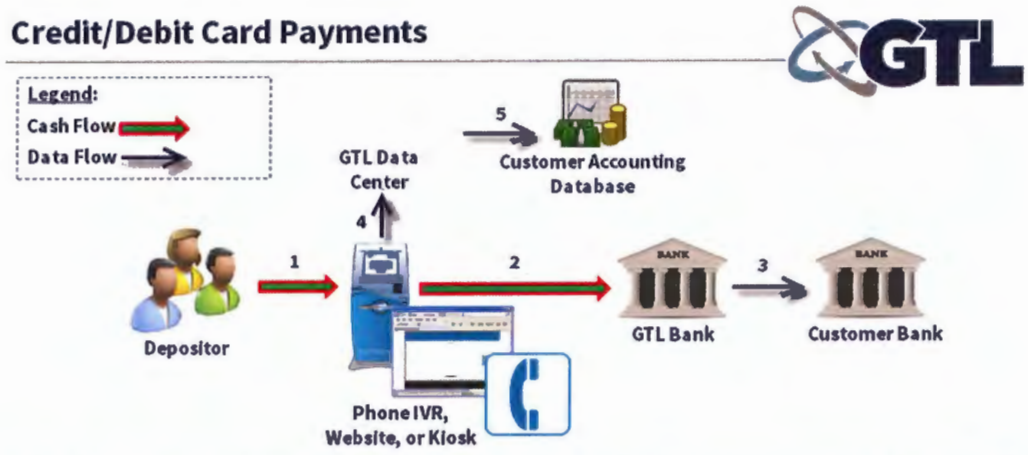
*Utilizing GTL's **Location IQ**, authorized NDCS staff will have the ability to determine where a cell phone was located when it both received a call from an inmate on an approved pre-paid account and the location of the cell phone when the call was ended.*

ConnectNetwork® Web and IVR Payment Services

Visitors to GTL's ConnectNetwork® web site may set up and fund AdvancePay accounts to prepay for inmate collect calls. In the comfort of home, office, or other place that affords internet access, an inmate's relatives or friends can go to ConnectNetwork.com, set up personal accounts, make deposits, and/or check balances and view previous transactions in their existing accounts. On the web site the user pays by credit or debit card and each transaction amount is immediately credited to his or her AdvancePay account.

Electronic deposits using credit or debit cards can also be made via telephone using GTL's interactive voice response (IVR) system. After a ConnectNetwork account is established, additional funds may be added to an AdvancePay or designated offender account at any time.

GTL's ability to manage the end-to-end process, from billing authorization to carrier call termination, results in an unsurpassed ability to complete inmate phone calls. With more



Step	Description	Time
1	A depositor deposits funds via automated IVR phone deposit system, OffenderConnect Website, or OffenderConnect kiosk.	Real Time
2	Credit card transactions are processed through GTL credit card processing services and deposited into GTL merchant account.	Real Time
3	On each business day funds are transferred via ACH from GTL Bank Account to Customer's Bank account.	Daily
4	Transactional detail is sent from payment application to the GTL data center.	Real Time
5	GTL data center tranmits transactional data to our Customer's accounting software.	Near Real Time

Figure 13 Payment Process Flow

AdvancePay prepaid phone calls being completed, commissions are maximized and inmate and friend/family complaints are minimized. key features of the AdvancePay program are:

AdvancePay Prepaid Features

Families and friends of inmates may call GTL's toll-free Billing Support number any time to setup prepaid accounts. Additionally, to help maximize calling opportunities, when an inmate attempts to dial a number that cannot receive collect calls, the ITS places the inmate on hold or offer a call back period while the option is given to the called party to set up an AdvancePay account with a VISA, MasterCard or Discover. Should the party elect not to set up an AdvancePay account at that time, he or she is provided with a toll-free number to call when it is convenient. Alternative payment options are available via customer service representatives or a web payment application.

Automated AdvancePay Account Creation

At the time of an inmate's call, the called party who chooses to use a credit card to set up an AdvancePay account, the automated system prompts him/her through the remainder of the setup process. Once the account has been established and payment made via credit card, the current call is connected or the next inmate call can be completed. After the pre-pay account is established, collect calls to the telephone number may be placed up to the prepaid account's balance before the account holder is advised of the need to replenish funds.

Non-Automated AdvancePay Account Creation

For called parties who do not have or choose not to use a Credit Card, AdvancePay's automated operator also provides a toll-free telephone number to GTL's AdvancePay customer service representatives, who can set up an AdvancePay account using other methods of payment including; cashier's check, personal check, Western Union, or money order.

Existing AdvancePay Account Deposit via Automated Phone Prompts

When an inmate call is placed to a called party whose AdvancePay account balance is depleted, GTL's automated AdvancePay operator informs the called party that a deposit to the account is required before the current or future calls from the correctional facility can be completed. If the party elects to allocate additional funds using his or her credit card, the inmate's call is connected as soon as the party completes the automated steps to replenish the account.

Existing AdvancePay Account Deposit via the Web

AdvancePay customers are invited to use GTL's Web site on the Internet, 24 hours a day, 7 days a week, to deposit funds to their existing AdvancePay accounts.

AdvancePay Deposit via Other Methods

AdvancePay customers may call GTL's toll-free number to make arrangements to replenish prepaid funds using a cashier's check, personal check, Western Union, or money order. The party's ability to receive calls from the facility is reinstated within twenty-four (24) hours of payment receipt.

Checking AdvancePay Balances

At the time of each inmate call to the owner of an AdvancePay account, the ITS automatically announces to the called party the current balance in the account. GTL also provides a toll-free number that a consumer may call anytime (24 hours per day, 365 days per year) to check the balance on his/her existing AdvancePay account.

AdvancePay Convenience Options

Card Storage – GTL allows frequent depositors to securely "store" their credit/debit card numbers, in order to expedite their AdvancePay deposit transactions. This is a particularly helpful function when customers are using a mobile phone to complete the transaction, and punching in a 16-digit card number, plus a 5-digit zip code, plus a 3-digit security code may be difficult to do without error. Over 40% of deposit transactions are now completed using a previously stored card.

Note that GTL complies with the highest standards for protecting this sensitive customer data. GTL is certified as a level 1 PCI (Payment Card Industry)-compliant merchant, the highest level attainable. Therefore, all stored credit/debit card numbers are encrypted using industry leading technology. All decryption keys are stored in a highly secured and hardened Key Encryption Management (KEM) appliance that ensures only applications with the correct credentials are able to request decryption of sensitive data.

AdvancePay AutoReload – This optional feature is targeted toward those who:

- Receive frequent inmate calls
- Have a credit card
- Don't want to miss an inmate call because of a low balance in their account

With AdvancePay AutoReload, the customer's account is re-funded automatically whenever it hits a low balance condition, using a payment card stored with GTL. Customers may choose a reload amount of either $25 or $50, and may sign-up or cancel their authorization either over the phone or online. Standard AdvancePay transaction fees in effect for each facility apply to each deposit. This feature has been a great success, with over 40,000 AutoReload deposits occurring each month. This results in more completed calls and more satisfied customers.

AdvancePay Customer Contact Programs – Insufficient funds is a key reason inmate calls are not completed. When calls are not completed, inmates and their families and friends are disappointed and complaints may be generated. GTL operates free contact programs that alert called parties of an inmate's attempt to contact them and the need to set-up or reload an AdvancePay account. The result is more accounts set-up and funded, leading to more completed calls and satisfied customers.

- **Phone Call Contact Program** – When an inmate is unable to complete a call to an authorized number, GTL will again relay the inmate's call attempt and provide instructions on how the called party can go about accepting the call. This limited program leaves only 1 message following an unsuccessful call attempt by an inmate, and never more than 1 message every other day regardless of the number of inmate call attempts. There will be no attempt to relay an inmate's call attempt where the called party declines to accept the call.
- **Email Contact Program** –GTL sends an email to those AdvancePay account holders who register online with us, whenever their AdvancePay account balance is low. The email contains a link to our new mobile website, in order to facilitate a deposit. Email recipients always have the choice to "unsubscribe" to this contact program.
- **Text Contact Program** – This optional contact program for friends and family will send a text message each time the account holder's AdvancePay balance is low. In order to subscribe, AdvancePay account-holders just need to text the word "ADVANCE" to code 91613. In accordance with text messaging regulations, a double opt in is required to complete the subscription. Subscriptions may be

canceled at any time. Besides low balance alerts, subscribers may text "BALANCE" to find out their account balance at any time.

Android and Apple iOS Mobile Payment Apps

Another payment feature enhancement, an end user mobile app, is available at no cost to NDCS. Users with mobile devices can closely monitor their accounts as well as receive notifications based on their desired settings.

Create and Manage ConnectNetwork Account
Create and Deposit to AdvancePay Accounts
Deposit to Inmate Debit or Trust Accounts
Store and Manage Credit Card/Debit Card #
Low Balance Alert
View Recent Transaction History

GTL VALUE ADDED

With over 50% of payments originating from mobile phones, GTL is enhancing the customer experience with 'apps' specifically designed for Android and Apple iOS mobile phones. This new functionality provides our customers with improved capabilities to manage their account with GTL when using their mobile phones providing customers with real time capabilities to manage their account. Here is a partial list of app functionality that is available to our customers.

Customers are able to access and manage their account via the mobile browser, text message links and emails. GTL's mobile app is available in both English and Spanish.

ConnectNetwork® Website - Additionally, our website is enhanced for consumers who view the site from their mobile phone and/or tablet device. With similar functionality as our mobile phone app, consumers are able to manage their account without the need to download the ConnectNetwork app.

Figure 14 displays the easy to navigate app and functionality.

AdvancePay OneCall Option

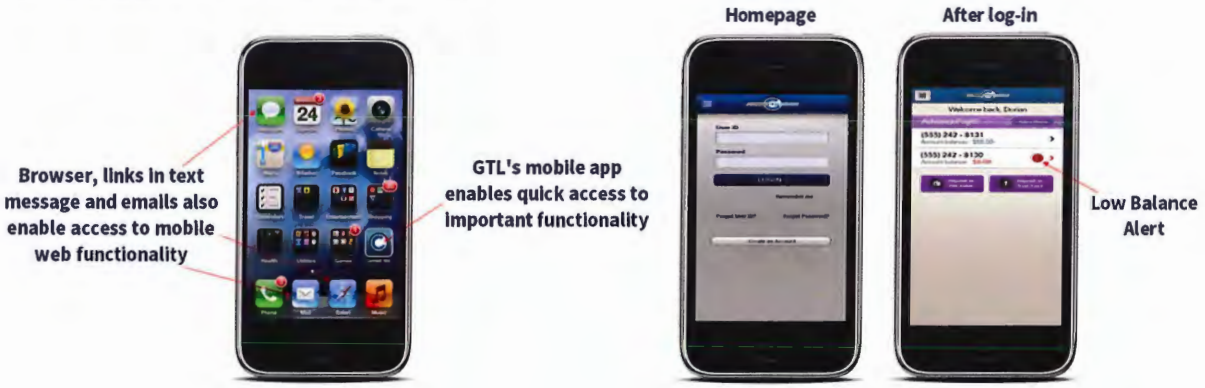


Figure 14 GTL's Mobile Apps are Easy to Navigate

Through our **AdvancePay OneCall** option, GTL is able to connect more calls from offenders to their families and friends. OneCall allows called parties to accept and pay for a single call

without the need to first establish a prepaid account. This option is targeted towards those who:

- Do not receive many inmate calls (so no need for a prepaid phone account)
- Have a debit card with limited funds available (not enough to create or replenish an AdvancePay account)
- Don't want to miss an inmate call (since it may be the ONLY one!)

With AdvancePay OneCall, the called party can now choose to pay for just that one call. Previously, these calls would NOT have been completed – either the called party could not set up a prepaid account because of limited funds, or they chose to forego the call because they did not want to set-up and fund a prepaid account. Standard per minute call rates, and standard AdvancePay transaction fees for each facility apply to all AdvancePay OneCall calls, just as they do for all other AdvancePay calls. (Note: if there are no applicable AdvancePay transaction fees in effect at a facility, appropriate fees will be confirmed with the facility prior to activating this option).

Our OneCall option means more completed calls and more satisfied customers.

AdvancePay Account Creation

To set up an AdvancePay account, the person is asked to enter their name, address, city, state, country, and zip code of their residence. They are also asked for a valid phone number and email address. The new account applicant is also asked to set up a username, password and security questions in order to securely access their account.

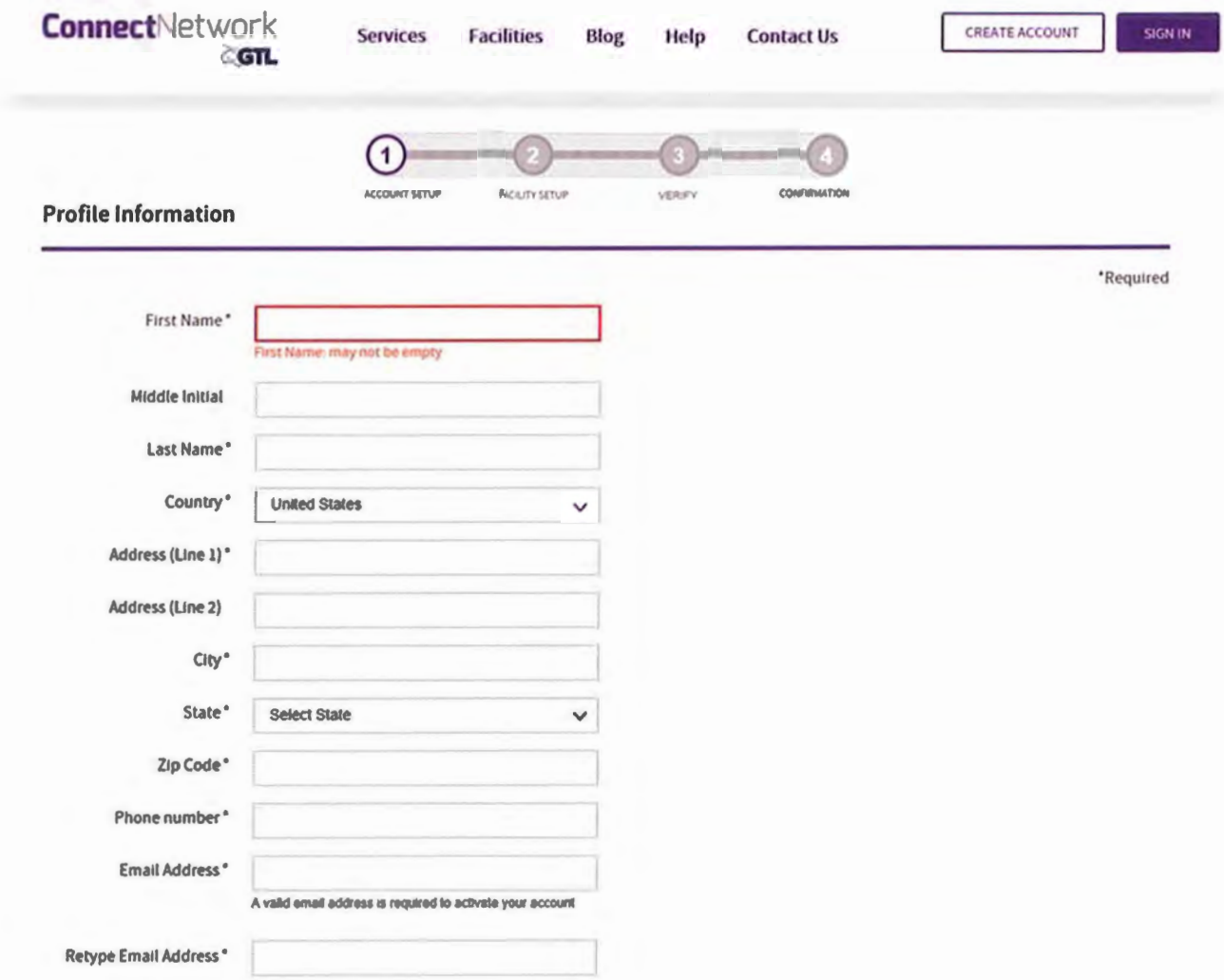


Figure 15 ConnectNetwork Account Creation

Once the personal information is entered, the new account applicant is asked to set up the facility or facilities that inmates will be calling from.

The account user is asked to verify that all information entered is correct. If so, then they are asked to confirm by pressing the process icon. At that time, the information is processed by GTL to verify that the information is valid and then sends back a confirmation of account set up.

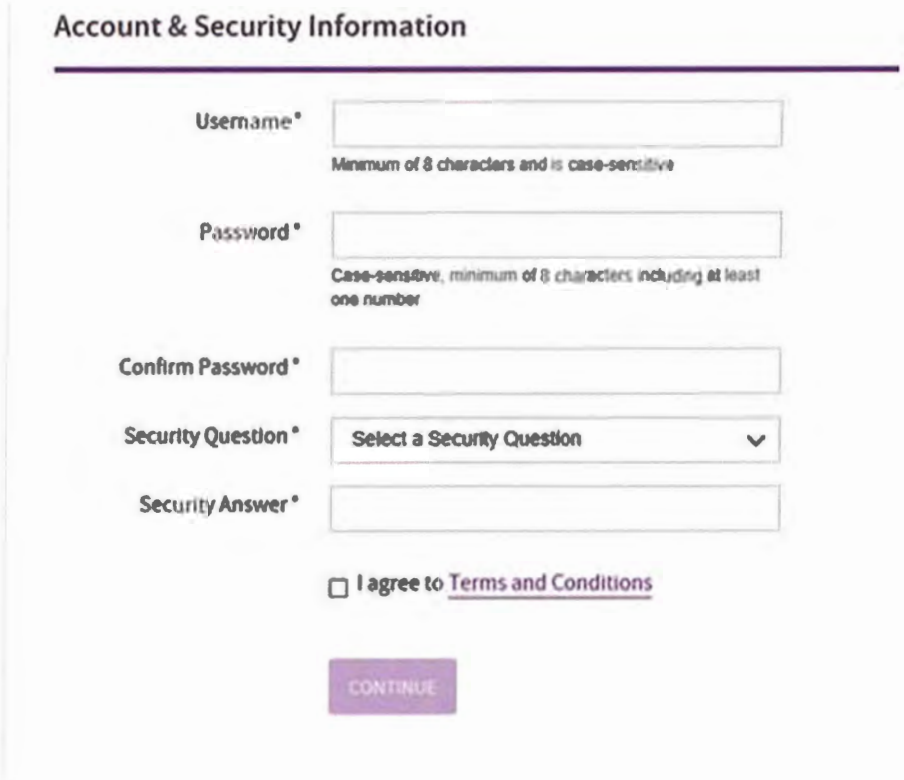


Figure 16 AdvancePay Account Creation, Screen 2

—END OF SECTION—

E

E. TECHNICAL REQUIREMENTS

E.1. General Calling Requirements

Nebraska inmates are allowed fifteen (15) cumulative minutes per day to place calls. The Contractor's system must be able to accumulate all daily call totals for each inmate and suspend calling once the cumulative fifteen (15) minute time limit has been reached. This includes any calls that may be in progress. Systems which are not able to limit calling for each inmate to fifteen (15) minutes per day will be rejected. It is preferred that the cumulative call limit be adjustable per phone number.

GTL has read, understands, and complies.

Call Limits

As the incumbent, GTL's ITS is already designed to allow the NDCS to impose the same duration limit for all inmate calls or to adjust call time limits by phone group, by individual phone, or for individual inmates. The cumulative call limit is adjustable per phone number. The system announces the time remaining at specific intervals, such as one or five minutes prior to the call expiration. Should the NDCS desire or require a hold on the PIN before allowing another call, the system is capable of providing a delay before next PIN use. This functionality prevents inmates from making back-to-back calls; limiting opportunities for other inmates to make calls.

Call Duration by Individual Inmate

GTL's PIN/PAN functions give authorized users the ability to customize restrictions for any inmate by **duration, call type,** and **total minutes per time period**. At NDCS facilities, this restriction is already set for 15 minutes.

Unique **call durations** may be assigned to numbers on an inmate's Personal Allowed Number (PAN) list.

Using **PIN Specific Call Limit** options, the authorized user can also assign calls per time period limits for all of the inmate's calls and/or for specific *types* of calls.

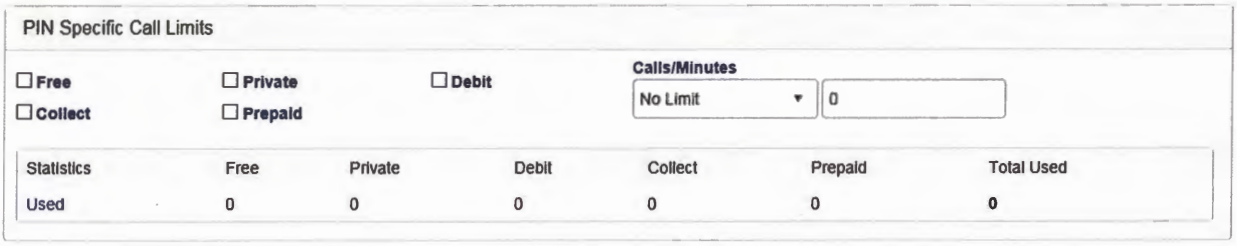


Figure 17 PIN Detail/PIN Specific Call Limits

EXAMPLE: By checking the box labeled "Private", and then altering the call duration limit in the Calls/Minutes box as shown in Figure 17, a user might permit an inmate to make calls up

to an hour long to numbers marked Private (e.g., an attorney) while retaining the usual limit for all other calls.

The system allows NDCS almost unlimited flexibility for setting policies regarding inmate calls; we already provide that flexible service to NDCS today. GTL has already implemented the desired settings for NDCS facilities.

NDCS' ITS call prompts are already customized per the needs of the facilities. Upon award GTL will work with the NDCS to review the existing language used for call prompts and time of day for the usage of call prompts at certain times of the day.

Call Duration Facility-Wide or by Smaller Phone Group

Today, the NDCS ITS allows the assignment of a maximum 15-minute call duration limit to all inmate phones. In certain circumstances the inmates in one area of the facility may be restricted with a different time limit than inmates in another area.

As illustrated in Figure 18, to adjust the call duration limit for inmate phones, an authorized user opens the System Control screen, enters the new duration limit in minutes for the desired phone group, and clicks the Update button. Users can then review both the call duration and call schedule settings for groups of phones as illustrated in Figure 19.

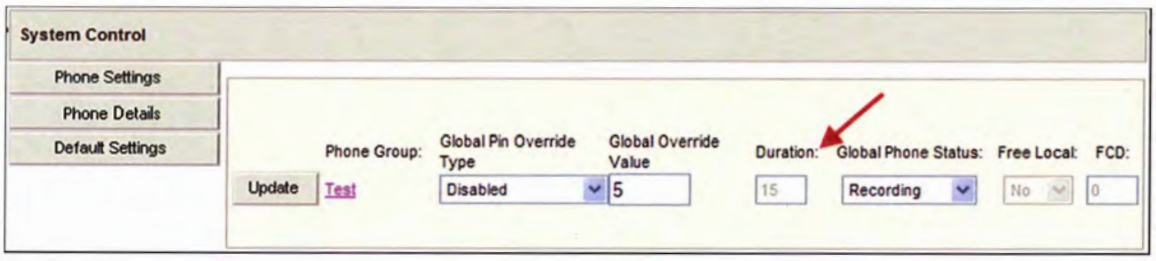


Figure 18 System Control: Call Length

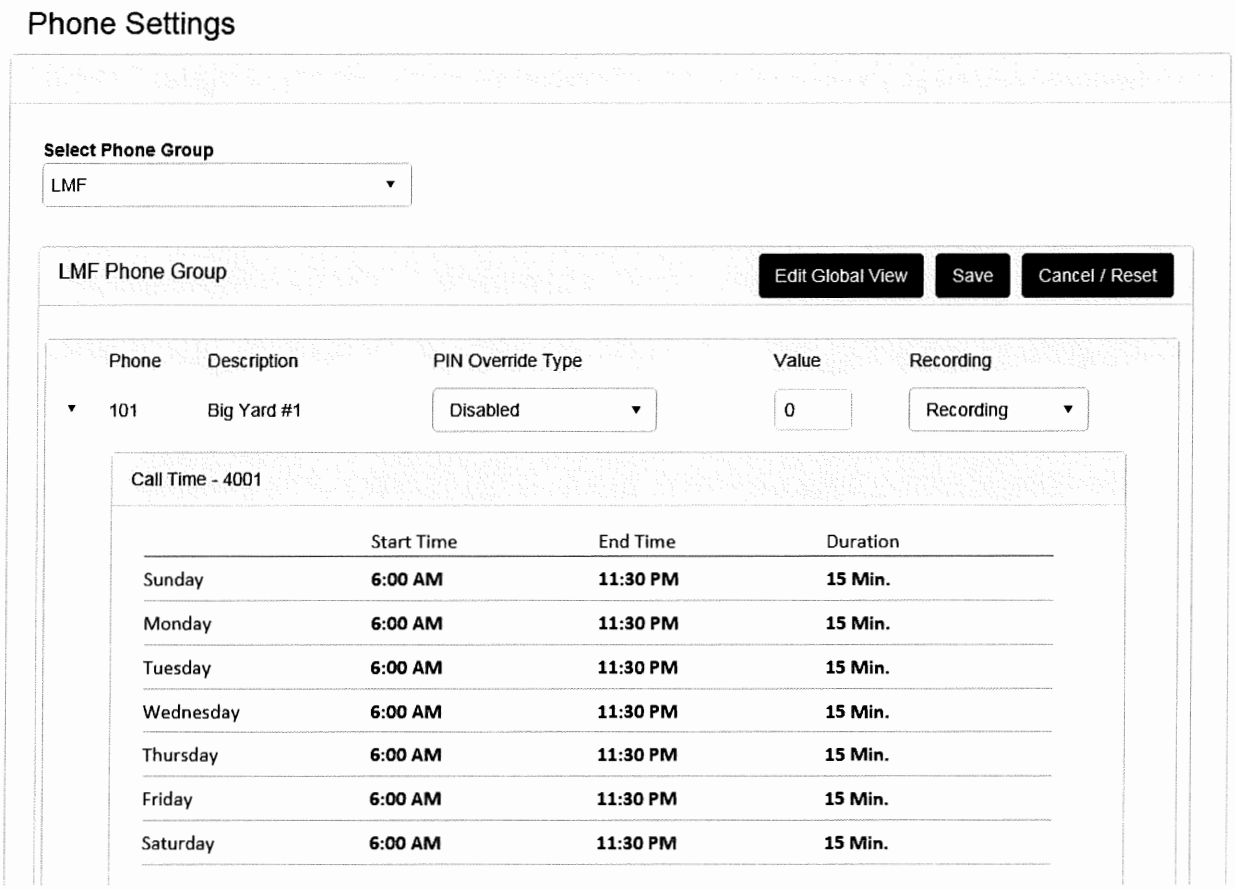


Figure 19 Reviewing Phone Group Durations and Schedules

Call Duration by Individual Phone

In the event the NDCS wishes to limit the duration of inmate calls from particular inmate telephones or to particular outside phones (BTNs), that feature is programmable. For instance, you might choose to set a longer allowed duration for inmates calling from a TDD phone or a shorter limit for inmates using a phone in Booking.

To alter the default Duration limit on inmate calls from an individual inmate phone or to a particular BTN, in the Phone Group column of System Control, the authorized user clicks the desired Phone Group's hyperlink to bring up a screen listing individual inmate or outside phones. After changing the Duration setting for the desired phone, the user clicks Save, as shown in Figure 20.

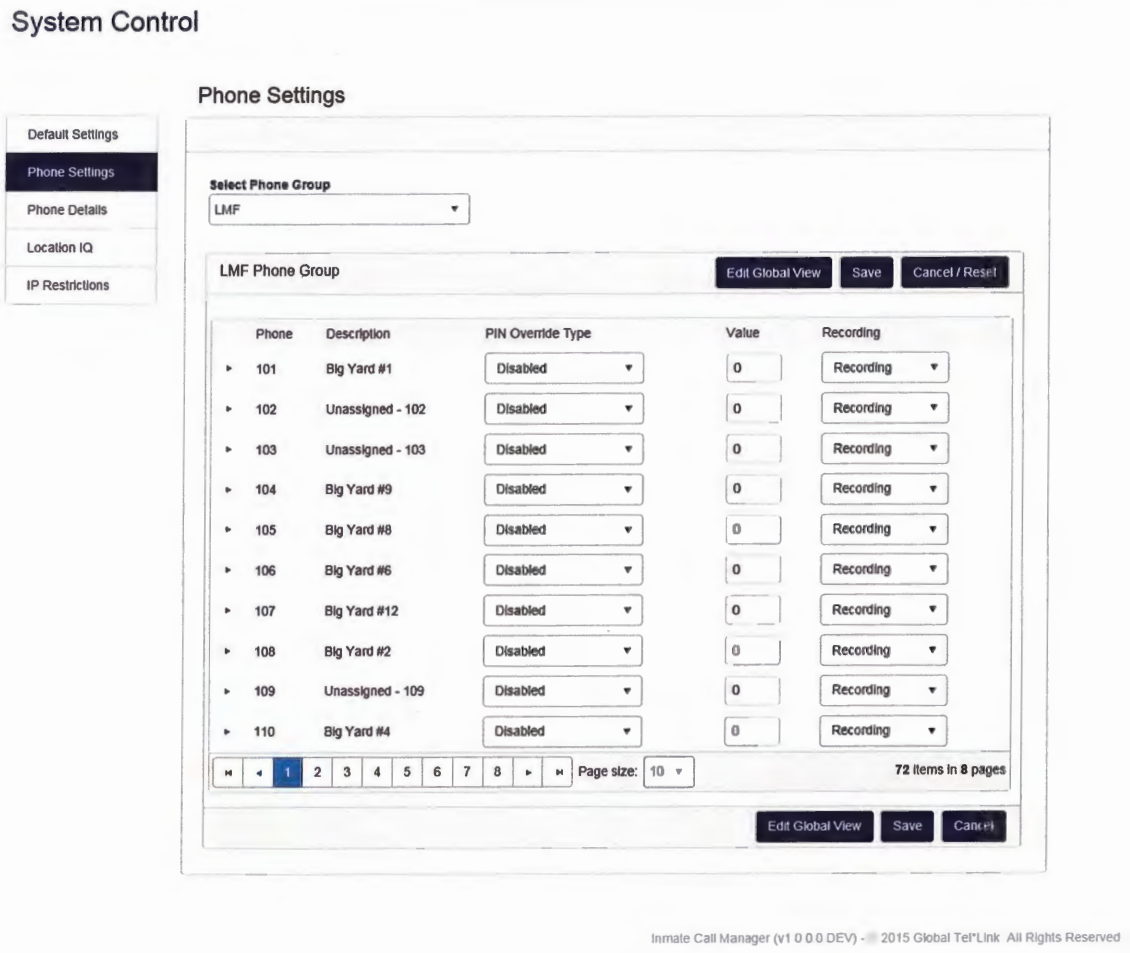


Figure 20 Call Duration by Individual Phone

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Inmates must place calls using a two (2) step verification process. The inmate's PIN must be used to identify each inmate account on the Contractor's system. The process must include the inmate PIN and voice recognition.

GTL has read, understands, and complies.

We understand that reducing inmate calling fraud is a high priority for NDCS facilities. GTL has a two-step inmate verification process currently in place at NDCS facilities when NDCS inmate are placing a call on the GTL hosted ITS. For each and every NDCS call, inmates must enter a 9-digit split PIN (5-digit inmate ID + 4-digit security PIN) in order to verify their identity. **This was implemented by GTL for NDCS in order to increase security of inmate calling and reduce PIN theft.**

Secure Calling Practices

In addition to the inmate 9-digit split PIN, for this contract, GTL is able to provide NDCS with an additional step to secure the inmate's identity when placing calls. **We offer NDCS our fully Integrated Voice Biometric Inmate Identification Solution, Voice IQ.**

PINs

INCUMBENT PROVIDER

Personal Identification Number (PIN) technology is a standard feature in GTL's ITS. The ITS will continue to assign inmate PINs at NDCS facilities using our highly qualified site administrator **Holly Rohde**. The PIN for each call is recorded for tracking purposes, regardless of whether a call was also monitored or recorded. PINs also facilitate the use of inmate Debit accounts when debit calling is used.

Different parts of a facility can be set up to operate with or without PINs. For example, the booking area phones may be designated as a no-PIN area, while the rest of the facility requires a PIN for every call. All PINs are created at the time of booking and deactivated at the time of discharge by **Holly Rohde**. The ITS can also retain specific inmate PINs where the inmate is booked or incarcerated in absentia due to, for example, trial or hospitalization at a separate location.

PIN Length: The GTL ITS accommodates an inmate identification number (PIN) up to 25 digits. Optionally, additional digits may be assigned and required for debit or collect calling. Security PINs for debit or collect calling may be up to 15 digits. While a PIN must have at least one digit to register within the system, the practical minimum is the least number of digits required by the NDCS to uniquely identify each inmate.

Preventing Duplicate PINs: Before saving information for the creation of a new PIN file, the system checks the PIN database and verifies that a duplicate PIN does not exist. If a duplicate is found, the system generates a message that says the PIN that has been entered is invalid and requests that a different PIN be entered.

PIN numbers can be manually typed-in or automatically generated by the system during the creation of a new PIN account at the workstation. An inmate performing the PIN Auto Enrollment procedure enters an issued or other-approved PIN on the keypad of a booking area phone. In all cases the system verifies the uniqueness of the PIN before the new PIN file is created.

As a value added feature to assist NDCS staff and improve facility efficiencies GTL is able to offer JMS Interface for Inmate Information/PIN Transfer.

JMS Interface for Inmate Information/PIN Transfer

A JMS interface for inmate information (PIN transfer) can be implemented with the GTL ITS. When GTL's ITS PIN transfer interface is active, new inmate PIN information is electronically sent into the inmate phone system from NDCS's Jail Management System (JMS). GTL has the capability for software components and scripts written in open format to provide easy integration with many of today's inmate management systems. This open architecture type of programming provides NDCS facilities with integration solutions, which assist in automating many functions that traditionally require manual system entry and additional staff time to maintain. With the use of simple text scripts, written in universal programming language, JMS system vendors can quickly install GTL's automatic inmate information/PIN interface.

When the PIN interface is implemented within NDCS's JMS, the scripts are set so that new inmate data such as PIN, inmate name, and inmate location is sent via server to the GTL ITS at predetermined intervals. New inmate information is received and stored in our database in near real time and ready for use by the inmate at any designated station. Changes to inmate information once electronic transfers are complete, are performed with simple PIN changes at the system workstation and take effect in real-time. With the GTL inmate information/PIN Transfer Interface, there is no need for NDCS personnel to do any work during the implementing of the interface or any of the daily processes.

Integrated Voice Biometrics

GTL is able to offer NDCS its voice biometric solution which can be used to validate that the inmate using a PIN to place a call is the valid owner of that PIN. Two levels of voice biometric identification are available:

- **Initial Voice Biometric Verification.** Verifies the PIN/inmate combination at the beginning of the call before the call continues. GTL has been awarded Patent 7,403,766 for this feature. ***This is being offered at no cost to NDCS.***

- **Voice IQ™ Continuous Voice Biometric Inmate Identification.** Continuously analyzes the inmate voice throughout the call to ensure the inmate does not "hand-off" the call to a different speaker. GTL has been awarded Patent 8,509,736 for this feature. This is being offered as a negotiable cost feature to NDCS.

Both features are an integrated part of our ITS and include analytical tools and reporting.

Initial Voice Biometric

GTL will provide NDCS with our unique voice biometric solution, Voice IQ™. GTL's Voice IQ is a biometric speaker verification system that enables initial verification and identification of an NDCS inmate *in real time*, using a simple spoken pass phrase.

This voice biometric solution is an integral component of the ITS and does not require 3rd party software to be opened outside of the ITS user interface.

Totally language and accent independent, The GTL voice biometric feature provides a secure, efficient and extremely convenient method to initially verify an inmate's identity. Our voice biometric solution fully integrated and is easy to deploy within the client facilities. Designed exclusively to meet strict global security standards, GTL's voice biometric solution has successfully passed independent security audits. Our state-of-the-art voice biometric accuracy is used to secure access to the ITS phones, effectively combating identity fraud and enhancing the client experience. GTL's voice biometric solution has been selected as the verification platform of choice by leading correction industry and security organizations.

While the NDCS has stated in the requirements for this RFP that inmates are not permitted to speak their name in the system, our voice biometric inmate identification requires that the inmate speak their pass phrase in order to verify that the voice print matches with the inmate's PIN. In order to maintain security of the NDCS facilities regarding the recording of inmate's pass phrase by the inmate, we advise as a part of our solution that the inmate pass phrase be recorded by the inmate in a controlled environment under NDCS supervision at specified areas such as NDCS intake areas.

GTL has been awarded Patent 7,403,766 for this feature.

Features

- PIN theft prevention
- Language and accent independent
- State-of-the-art accuracy
- Fully Integrated with hosted ITS
- Straightforward deployment
- Integrated security
- Convenient and non-intrusive (no personal information required)
- Secure multi-factor authentication

How it Works

GTL's Voice IQ solution is an integrated component of GTL's hosted ITS which provides secure access to initiate the verification process. The inmate speaks their pass phrase into the inmate telephone handset upon initial use of the ITS system. Again, in order to maintain security of the NDCS facilities regarding the recording of inmate's pass phrase by the inmate, we advise, as a part of our solution, that the inmate pass phrase be recorded by the inmate in a controlled environment under NDCS supervision at specified areas such as the NDCS intake areas.

The inmate's pass phrase is then transmitted to GTL's voice biometric component for verification of identity. A verification result is then returned to confirm or deny the inmate's identity. The inmate's voice print is directly tied to their PIN. Both the PIN and voice print are required to be authorized before a call can be connected.

Enrollment

Enrollment in Voice IQ's initial voice biometric solution is carried out by an inmate stating three consecutive renderings of the selected pass phrase, creating a unique voiceprint.

Verification

Our voice biometric solution verifies the inmate's identity by comparing a single repetition of the enrolled pass phrase to the voiceprint stored in the system's voiceprint repository. Voice IQ enrolls the inmate voice print and builds profile for comparison of future calls.

Highlights of our Voice Biometric Solution

- **Operates in Real-Time** as opposed to other voice biometric products which are strictly post production.
- Resides as **an integral component of the hosted ITS** and does not require third party software to be opened outside of the hosted inmate telephone system user interface.
- Technology is **working throughout the call** and will identify fraudulent handover of the handset to a different inmate.
- In addition, as we have described, this will utilize our **state-of-the-art technology** to positively identify all additional voice prints for each and every call.

Notable Deployments. This technology is deployed for both Michigan DOC and North Carolina DOC, and is pending implementation for the Ohio Department of Corrections.

GTL Voice Biometrics v. The Industry

Navigating through the claims of providers and the capabilities of three-way calling providers can be difficult. It is even more difficult when the providers misrepresent their capabilities. JLG Technology's Investigator Pro has been proposed by Century Link and ICS in past RFP responses. JLG Technology was recently acquired by Securus Technologies. As part of GTL's ongoing patent litigation with Securus Technologies, GTL was entitled to take depositions from Securus as a matter of this litigation. Securus provided Charles Barrasso, Chief Technology Officer of JLG Technologies as the company representative. Additionally, GTL deposed Jay Gainsboro, founder, CEO and President of JLG Technologies as part of the case, both of whom are subject matter experts on the functionality of three way call detection and Investigator Pro. The depositions focused on claims of Securus and JLG Technologies about the functionality of three way call detection and Investigator Pro during the course of the depositions. Below is a summary from these depositions. In short, the capabilities of three-way calling and Investigator Pro have been misrepresented by Securus and JLG Technologies. GTL will provide the deposition upon request.

Summary Points from the Depositions

- ✓ Securus advertises that "Investigator Pro will identify who is speaking at any given point in the conversation regardless of who initiated the call." But the chief engineer of JLG Technologies, which developed the Investigator Pro, testified under oath that the Investigator Pro "does not do any analysis of the voices of called parties."
- ✓ JLG advertises that Investigator Pro "uses advanced biometric 3-way call detection to find more 3-way calls than another other system." But its chief engineer testified that JLG has never developed "three-way biometric technology."
- ✓ JLG advertises that Investigator Pro detects when a "voice change" happens on the "called party" side of the call. But its chief engineer testified that JLG never developed a feature that effectively detected such voice changes.
- ✓ Securus advertises that Investigator Pro "will provide real-time alerts as calls are in progress." But JLG's founder testified that Investigator Pro "does not do any real-time monitoring."

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The system proposed must be capable of giving inmates the option of completing calls either on a debit account or prepaid account. It is preferred that a collect call option also be available.

GTL has read, understands, and complies.

GTL MEETS AND EXCEEDS

GTL's ITS currently provides NDCS with traditional collect calling as well as prepaid call options to ensure that inmates have every possible opportunity to connect with their friends and loved ones. Roughly half of all telephone numbers in the United States, including almost all cell phone numbers, are restricted from receiving traditional collect calls. Prepaid calling options overcome this limitation; enabling the completion of many more, otherwise approved inmate calls. Prepaid calls are subject to the same call restrictions and security functions as collect calls. GTL configures the ITS to provide collect and prepay opportunities for both inmates and the people they call.

Inmate Prepaid

GTL INCUMBENT PROVIDER

PIN Debit calling is an integral component of the GTL-ITS currently installed at NDCS facilities. GTL's ITS platform enables Inmates to prepay for their own calls to any facility-approved telephone number. The Inmate PIN Debit prepaid phone account is set-up at the time an inmate is transferred into an NDCS facility. Funds for the PIN Debit account may be provided either by the Inmates themselves from their Trust/Commissary accounts, or from their friends & family who may deposit funds directly into Inmate PIN Debit accounts through GTL's web and IVR deposit channels. Inmate funds are reported daily for deposit through the existing interface.

To further automate the inmate PIN Debit solution, GTL proposes, to NDCS our ***Real-Time*** PIN Debit calling approach.

A real time interface is able to be provided by GTL, between the NDCS commissary/trust accounting system and GTL's ITS. Real-time inmate PIN debit calling enables inmates to transfer money from their commissary/trust accounts, through the GTL ITS phone system to their debit accounts. Through this existing, tested and proven system an inmate may use the phone to transfer money into his or her debit account through the phone system's self-guiding IVR. The allocated amount is immediately transferred to the inmate's debit account for use. Additionally, the inmate's debit account balance can be refunded back to the inmate's commissary/trust account upon the inmate's release.

How it works: To fund their PIN debit account, the inmate completes a transfer either by accessing the system **directly through call prompts using any standard GTL inmate telephone** and inputting the amount of money to be transferred from his/her commissary/trust fund. Transferred funds are applied in *real-time* to the applicable inmate debit account. Inmates will have the option to review debit account balances at any time from any standard inmate telephone station.

Once funds are applied to an inmate's PIN debit account, the inmate can use the debit option during call set up to make calls that will be charged to his/her debit account. The total cost of the call will be decremented from the inmate's debit account at the conclusion of each call (i.e. the debit account balance will be accurate after each call). This assures that the inmates do not complete calls that will result in charges exceeding their account balances and assures that funds necessary for payment of the calls have been collected from each inmate. The inmate has the option to confirm his/her debit account balance prior to each call.

Inmate Debit balances are maintained on a network-wide basis; debit account information is automatically transferred with the inmate when the inmate is transferred between facilities.

GTL External Payment by Friends and Family: GTL offers the ConnectNetwork® payment product suite that includes web and IVR convenience. For friends and family, GTL provides the convenience of both web and IVR as channels to deposit funds into an Inmate's PIN debit account, using either credit or debit cards. For friends and family without credit or debit cards, GTL will also accept money orders mailed to GTL Customer Service.

GTL's ConnectNetwork® web site, enables Inmate friends and family members to deposit money into an inmate's PIN debit prepaid phone account from their computer, tablet, or smartphone. Both the ConnectNetwork® website and the PIN debit IVR toll free number are accessible 24/7.

Called Party Prepaid

In addition to traditional collect calling, GTL provides pre-pay calling options for the families and friends of inmates through our AdvancePay program. GTL's AdvancePay allows those who anticipate inmate calls on a regular basis, or those who cannot accept collect calls, to establish prepaid accounts.

AdvancePay Prepaid Features

Families and friends of NDCS inmates may call GTL's toll-free Billing Support number any time to setup prepaid accounts. Additionally, to help maximize calling opportunities, when an inmate attempts to dial a number that cannot receive collect calls, The ITS places the inmate on hold or offers a call back period while the option is given to the called party to set up an AdvancePay account with a VISA, MasterCard or Discover. Should the party elect not to set up an AdvancePay account at that time, he or she is provided with a toll-free number to call when it is convenient.

GTL's AdvancePay program processes tens of thousands of inmate calls per day.

Currently, we have over 900,000 active prepaid accounts.

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Provide toll free services that allow inmates to access services that NDCS is obligated and/or elects to provide. Presently NDCS has identified two different services that are currently utilized.

GTL has read, understands, and complies.

Complimentary Call

GTL will provide inmates with a brief complimentary call period for a first-time called-party before the party is prompted to set up an AdvancePay account. A complimentary call period is provided only once per destination number (BTN). The default duration of GTL's complimentary call is one (1) minute, but the duration is configurable.

The automated operator's opening message to the first-time called-party includes the standard branding announcement (that informs the party that the call is from an inmate at the correctional facility, naming both the inmate and the facility, and that the call may be monitored and recorded). Prior to being prompted to accept or reject that call, the complimentary call period and AdvancePay options are explained to the called party.

If the party accepts the call, the Inmate Telephone System makes the final connection so the inmate and called-party can talk. At the end of the complimentary call period, the automated operator breaks into the call with a message similar to: "I'm sorry, but your free call time is used up. To continue this call and/or receive future calls from the correctional facility, you must pause and setup an AdvancePay account."

Confidential Toll Free Calls

PREA Hot Line

To support compliance with the Federal Prison Rape Elimination Act (PREA) requirements and guidelines, GTL will configure the Inmate Telephone System with inmate speed-dial to a voice mail box or similar messaging device specified by NDCS.

The use of the PREA sexual abuse speed-dial number will not require entry of a PIN or any other inmate identifier; ensuring safe, secure, and anonymous connection to NDCS' private sexual abuse reporting system. The only information relative to an inmate's use of the sexual abuse speed-dial retained by the inmate system will be a call detail record that shows the date and time of the call and the facility and inmate telephone from which the call was made.

The sexual abuse speed-dial number can be included with other information on signage attached to, or mounted near, inmate telephones.

How it Works

GTL understands the importance of allowing inmates to easily and anonymously communicate with NDCS when necessary. GTL's ITS Solution will include the required "hotlines" for inmate usage:

- A PREA hotline for anonymous reporting of inmate sexual victimization
- A Crime Stoppers hotline for anonymous reporting of crimes or cold case information

From any phone within the ITS, an inmate may create a confidential "mailbox" on the selected hotline, in which he or she may leave an anonymous message for, and retrieve return messages from authorized staff who will have access to the hotline mailboxes.

With the approval of NDCS, GTL can establish a unique speed-dial number for each hotline that connects the inmate directly to the number established by NDCS. Hotline numbers will be configured for global access (accessible to all inmates). The ITS will exclude these informant lines from the system's monitoring/recording functions.

Hotline Signage

Easily readable signage, provided by GTL at locations approved by NDCS will inform inmates of the existence of the "hotlines"; explaining the purpose of each, and providing the toll-free number for each.

§

The contractor must be able to identify inmate legal calls, which will not be recorded.

GTL has read, understands, and complies.

GTL SYSTEM ADMINISTRATOR

Approved legal/attorney numbers are protected from recording and monitoring by designating them as Private in the system's Number database, as indicated by the red box in Figure 21. Adding a number to the system's Number database and clicking to activate the Private call attribute ensures that the system *will not record calls* to that number and *will not permit* audio monitoring of calls to that number.

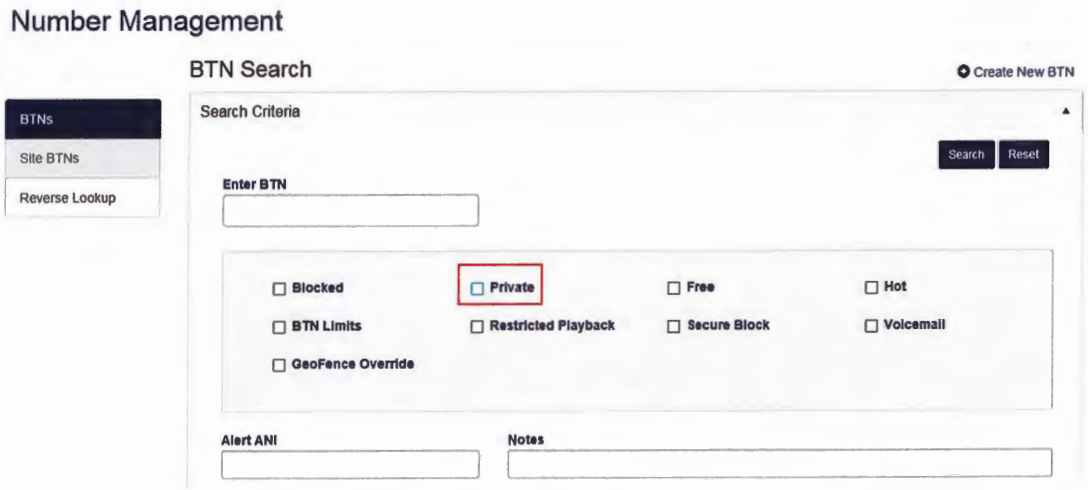


Figure 21 Number Management – Private "Privileged" Number

The system's private number report shown in Figure 22 allows the NDCS to review and/or edit privileged numbers that have been added to the system.

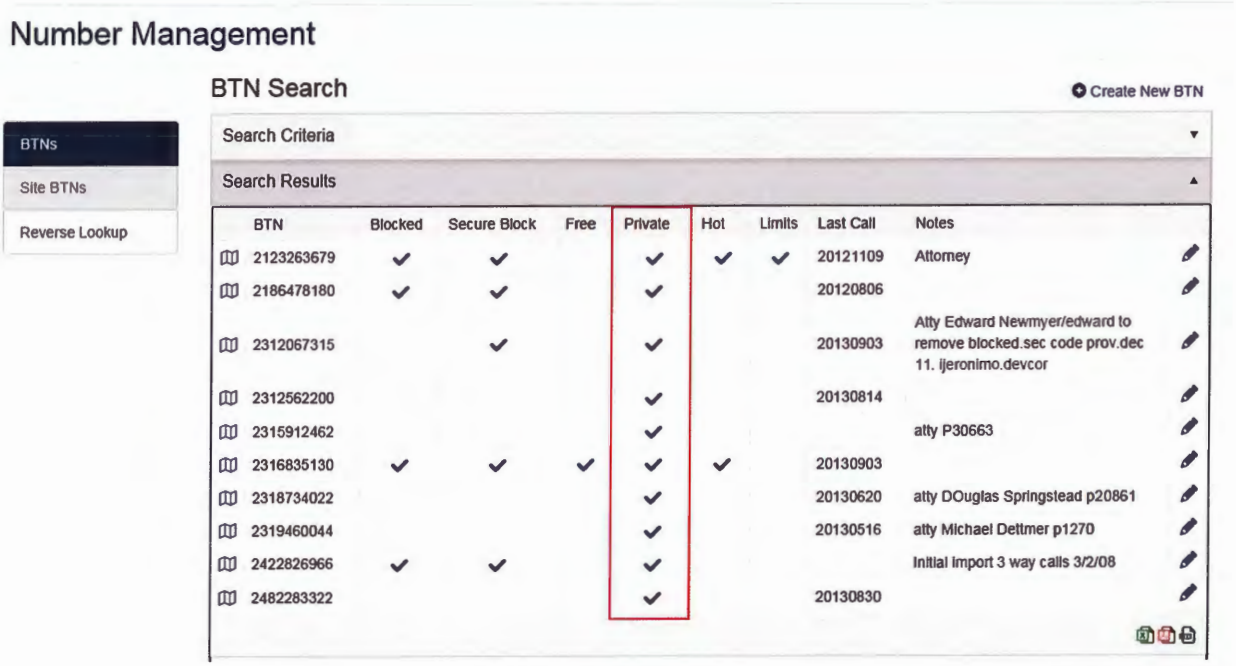


Figure 22 Private Number Report

§

All calls must be branded in the following manner: "You have a call from (inmate first and last name) at (correctional facility name) in (city) Nebraska. Contractor must provide branding process for accepting, rejecting or blocking a call.

GTL has read, understands, and complies.

The current default wording of automated instructions for called parties has been tailored to meet NDCS' specifications.

Sample Automated Instructions

When an inmate's call is answered, the Inmate Telephone System's automated operator provides information about the call and clearly states the called party's options, including how to accept or reject the call. With a collect call, the called party will typically hear:

Hello, this is a Global Tel*Link collect call from [inmate name], an inmate at the [facility name]. This call is subject to recording and monitoring.

- To accept this call, press [designated digit].
- To refuse this call, press [designated digit] or hang up now.
- To prevent further calls from this facility, press [designated digit].
- For a rate quote, press [designated digit].

§

The Contractor's system must be able to record inmate telephone calls, and recordings must be easily accessible to NDCS/DHHS designated State personnel.

GTL has read, understands, and complies.

By default, every inmate telephone call is recorded, although authorized NDCS/DHHS State personnel can define called numbers (e.g. attorneys) to be non-recorded.

GTL's hosted Inmate Telephone System (ITS) solution has a Web-based interface that is accessible to authorized individuals via connection to GTL's private ITS Website.

The GTL Inmate Telephone System provides Anywhere Anytime Access to its powerful, technologically advanced features. Properly authorized users may access the system from an onsite system workstation, NDCS/DHHS on-site PCs, or any off-site PC (desktop or laptop). Compatible smart phones with Internet connection can also access certain ITS features.

After connecting to the private ITS Website, the user must log into the NDCS/DHHS system with a valid user-name and password. Each user's password is linked to an assigned Role defined by authorized NDCS/DHHS State staff which dictates exactly which features and functionality will be available to that person after log-in.

GTL's Inmate Telephone System allows authorized NDCS/DHHS State personnel to search for call recordings by one or more specified criteria, including dialed number, date, time, inmate account and/site name. The user selects or clicks-to-check one or any combination of criteria listed on the Call Detail Reporting screen; customizing the search and subsequent report with attached recordings to meet the particular investigative (or administrative) need.

- **Call Playback** is the routinely-used listening option.
- Audio playback begins immediately while the recording is streaming.
- Investigators may add a case number, investigator ID, mark significant points, and add or read attached notes while listening to the playback.
- **Call Analyzer** is used to download and closely study recordings of investigative significance.
- The recording is fully downloaded to the investigator's computer before replay and analysis begins.

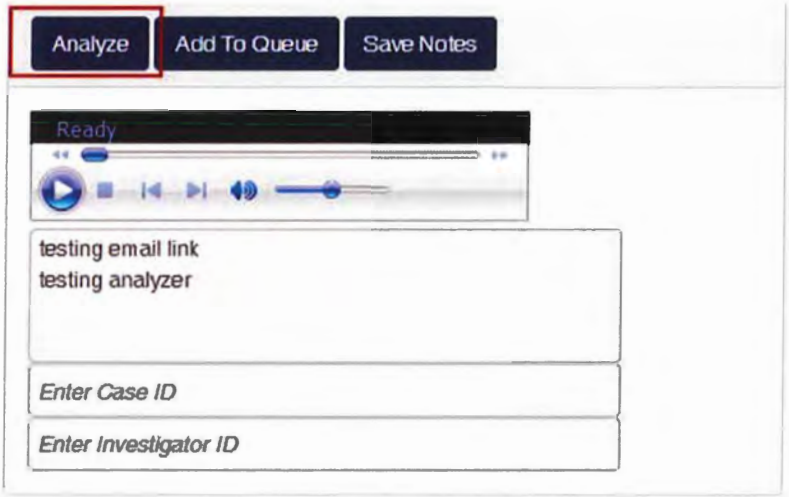


Figure 23 Choose to Analyze the Selected Call

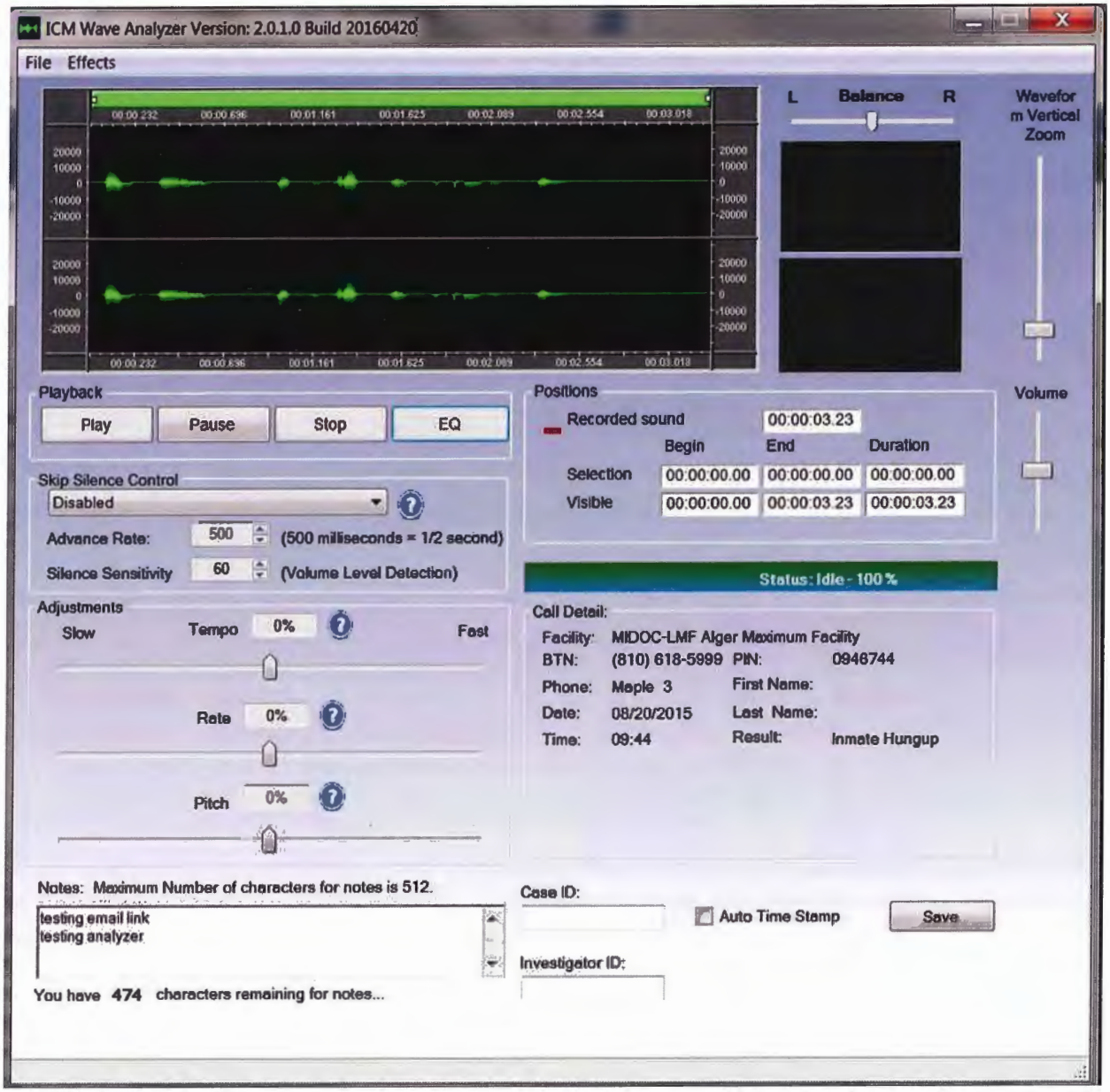


Figure 24 Call Analyzer Tool

Call Analyzer Features

Separately Analyze the Two Sides of a Conversation: As shown in the previous screenshot GTL ITS Call Analyzer separates the inmate's side of the conversation from the called-party's side of the conversation and displays their waveforms on different channels for separate analysis. Clicking and dragging the mouse across any segment on one or both channels isolates the segment for replay.

Remove silence during playback: To allow investigators to hear only the playback of usable conversation, the Call Analyzer is able to remove silence from recordings with our Skip Silence control. The Skip Silence control allows users to remove silence in call recording playback from both channels, the inmate side only, called party side only, or disable the control.

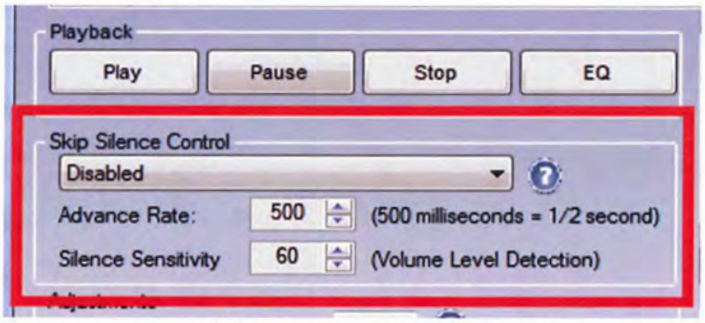


Figure 25 Remove Silence During Playback

Investigators are able to set the rate which the Call Analyzer skips ahead when silence is detected. In addition, users are able to adjust the level of Silence Sensitivity to detect the level of volume and filter out noise in the audio that might be detected as voice audio.

Clarify Speech and Sounds: To help clarify words spoken by the inmate or called party or to better hear background voices or sounds, the ***tempo***, ***speed***, and ***pitch*** of either side of the conversation can be varied to reveal additional intelligence.

Screen-Out or Enhance Background Voices or Sounds: The EQ (Equalizer) button on Call Analyzer opens controls that allow you to turn up or down each segment of either Waveform.

By playing back any part of either side of a recording and turning up and/or down different audio bands, you can identify background speech and noises and screen them out to make a conversation clearer, or focus on the background speech and noises themselves.

Call Recording Playback over Smart Phones and Tablets

Authorized NDCS/DHHS State personnel can access GTL's hosted inmate telephone system anywhere, anytime, and across multiple portable device platforms including Android, Apple, Windows, and Linux. When accessing the GTL system from your smart phone or tablet, call recordings are played back in MP3 format so that users don't have to install the codec required on the desktop version of the application.

From your tablet or smartphone, navigate the browser to GTL's private web site, https://icm.gtl.us, and login with your user name and password.

On **Call Detail Reporting**, select any filters and tap Submit.

Tap **Play** on the **Call Detail Reporting Results** to listen to selected call recording.

The Media Player will display and stream the call recording in MP3 format. Authorized users can also add notes, Case ID, Investigator ID, or lock the call (for selected accounts).

§

E.2. Account/PIN Administration Requirements

When inmate accounts are established, inmates will provide a list of up to thirty (30) telephone numbers. These numbers must be programmed into an inmate "allowed call list". Inmates will only be permitted to dial numbers that appear on their "allowed call list". Contractor may provide alternative options for establishing phone lists.

GTL has read, understands, and complies.

GTL's Inmate Telephone System has the ability to assign Personal Allowed Numbers (PAN) to each inmate, which restricts the inmate's calls to the short list of allowed numbers. GTL configures the maximum number of telephone numbers permitted on inmate PAN lists according to NDCS' preference. Among other benefits, the use of PANs to control inmate calling makes PIN sharing or stealing of little value.

Manual Entry Option

Telephone numbers may be manually added to an inmate's PAN list by authorized staff clicking the **Add New PAN** button in the selected inmate's PIN Detail file.

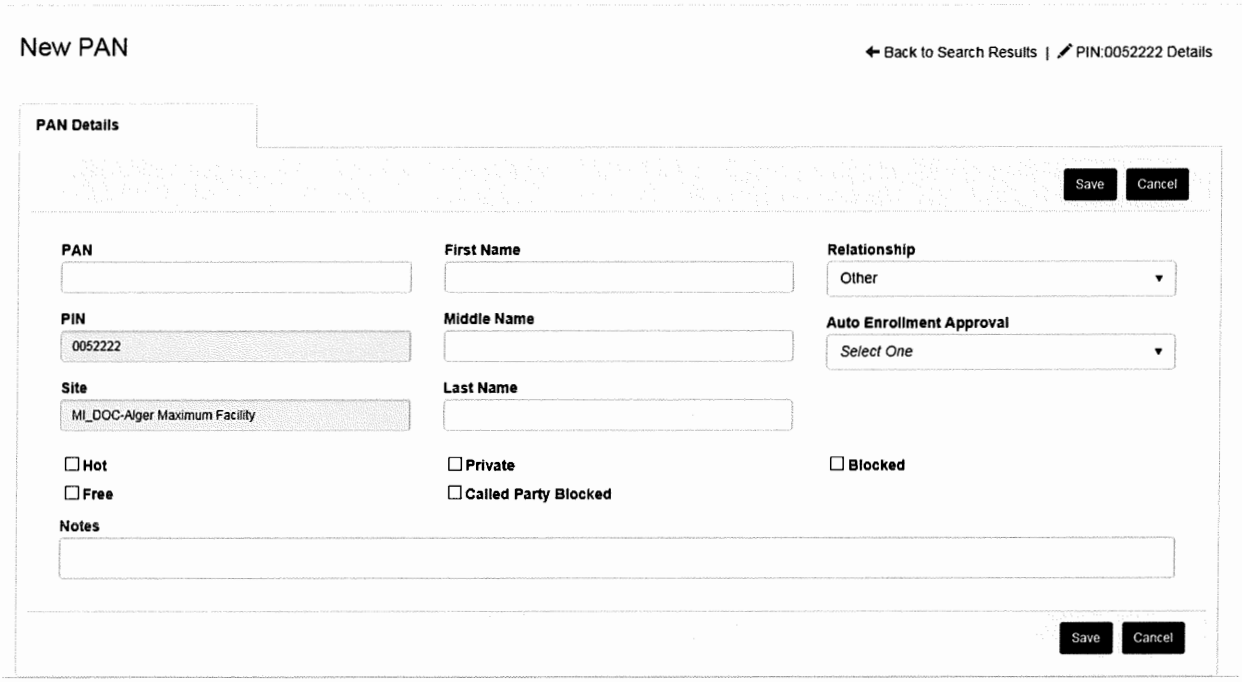


Figure 26 Add a New PAN Number

The system's PAN detail screen (Figure 26) provides important detail and options for each number on the inmate's allowed number list. Numbers on an inmate's PAN list can be marked as "Active", "Private", "Hot", "Blocked", "Free", or "Called Party Block".

- **Active** - The number is currently available for the inmate to call.
- **Private** - The number will not be recorded or monitored.
- **Hot** - Alerts will be sent to the appropriate investigators every time the number is called.
- **Blocked** - The number can be blocked so the inmate cannot call it.
- **Free** - A number listed as free will not incur any charges.
- **Called Party Block** - The called party may block the inmate from placing calls to his/her number.

For example, a telephone number may be blocked for a specific inmate using the PAN feature. The number to be blocked is entered into the inmate's PAN and the "Blocked" option is checked, as shown in Figure 27.

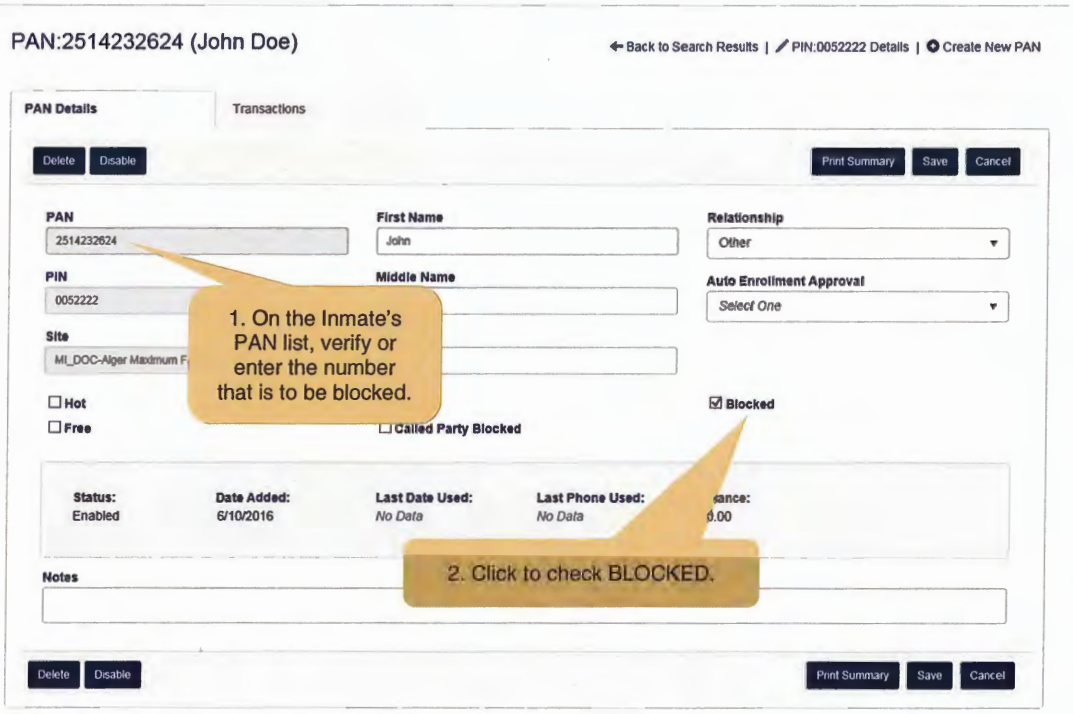


Figure 27 Called Party Block on Inmate's PAN

The relationship of the called party to the inmate may be noted and stored in the system. Also, there is a "description" box that allows any notes regarding the PAN to be saved in the database.

If NDCS desires, the GTL ITS PAN function allows a speed-dial number to be assigned to particular approved numbers on inmate PAN lists.

As illustrated in Figure 28, the completed PAN list is conveniently displayed on a tab within the inmate's PIN Detail. This makes the list easily accessible. This is only one example of how GTL's ITS interface was intelligently designed to save as much administrative time as possible.

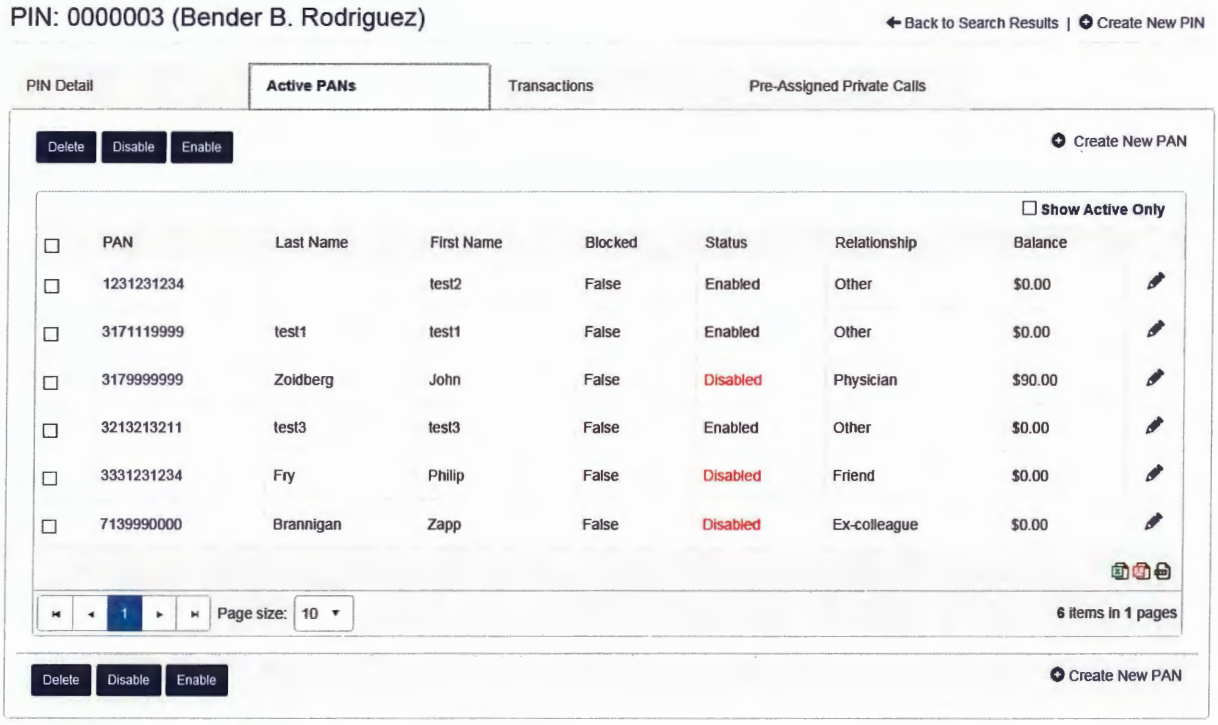


Figure 28 PAN List Displayed as part of Inmate PIN Account Detail

PAN Auto Enrollment Feature

The GTL ITS solution also offers an optional self-learning function for PANs. This simplifies administration of the lists by allowing inmates to set up their own calling lists—each number they call is automatically added to their PAN list until the list is full.

For example, if an offender has a PAN list limit of twenty (20) phone numbers (Figure 29), the first twenty (20) different phone numbers that the offender calls are loaded into the PAN.

PAN Inmate Self-Management Option

The GTL ITS can optionally provide an IVR (interactive voice response) feature to allow inmates to request that a number be added or to remove, activate, or deactivate telephone numbers on their PAN lists; up to the NDCS-allowed number of entries. The ITS performs automated validation checks when inmates attempt to add new numbers to their personal call lists. Adding a number to the list requires the consent of the called party; the system will auto-dial the called party and play prompts to obtain consent (or refusal) for the number to be added to the list.

Once the inmate creates the initial call list, he/she can make changes when desirable or necessary. The PAN Auto Enrollment IVR allows the inmate to select the language used for prompts and requires the inmate's PIN to validate identity. The inmate has options to add, delete, and check the status of numbers previously added or requested.

Add a Number: When attempting to add a number, depending on circumstances, the inmate will hear messages such as:

- The telephone number you just added needs consent, please check back in 48 hours for the status of this number.
- I'm sorry, by request inmate calls to this number are blocked and cannot be added to your call list.
- The phone number you entered is already on your call list, please check the status of this number.
- You already have the maximum (e.g. 10) active numbers on your call list.

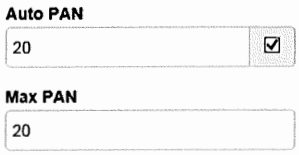


Figure 29 Auto Enrollment Limits

Numbers successfully added (requested) by the inmate are called by the IVR up to 3 times a day for 5 days (Mon - Sunday 9am ET, 3pm ET, and 7pm ET), to acquire consent from the called party. While in this 5-day queue, the destination number is classified on the inmate's call list as "pending approval".

When the consent call from the IVR is answered by the called party, the IVR plays a message explaining that [recorded inmate name], who is an inmate in [facility name], requests to be allowed to make calls to this number. The called party is instructed to consent by pressing a specified number key, or to decline the request by pressing an alternate key.

If the called party indicates that the request is declined the number is placed in the ITS blocked numbers database, and the destination number flagged as "denied" and removed from the inmate's list. On the 6th day, if still no response from the called party, the destination number is updated on the inmate's call list as "no response" and is deactivated.

Delete a Number: To delete a number from his or her PAN, the inmate selects the IVR delete number option and enters the number that is to be deleted. The system removes the number from the inmate's PAN.

Check Number Status: To check the status of a particular number previously added (requested) the inmate selects the IVR check status option and enters the number to be checked. Depending on the circumstance, the inmate hears messages similar to:

- This telephone number has consented to your calls. (**Approved**)
- This telephone number has denied your calls: (**Denied**)
- This telephone number is still pending approval. Please check back in 48 hours for results. (**Pending approval**)
- This telephone number did not respond to your request for consent within the given time frame. (**No response after maximum number of days**).
- If the phone number is on the inmate's call list, but is suspended, the offender will hear "The telephone number is currently on your call list, but has been suspended." (**Suspended**)
- If the phone number is on the inmate's call list, but is deactivated, the offender will hear "The telephone number is currently on your call list, but has been deactivated." (**Deactivated**)

Review All Numbers on the PAN: To hear the list of all numbers on his or her PAN list, the inmate chooses the List PAN option. The system plays each number and its current status:

- Approved
- Denied
- Pending approval
- No response
- Suspended
- Deactivated

PAN Auto Enrollment Report

The ITS provides a PAN Auto Enrollment Report that includes all numbers requested by inmates for addition to their Personal Allowed Numbers lists. The report identifies each call list by inmate and reports the status of each number: Approved, Denied, Pending Approval, No Response, Suspended, or Deactivated.

§

The Contractor will have the capability of identifying social and legal calls.

GTL has read, understands, and complies.

The current GTL Site Administrator at NDCS, Holly Rohde, receives social forms for inmate friends and family members and a confidential form for attorneys. Holly enters the telephone numbers into the system, and the Number Management feature in the ITS then identifies inmate social and legal calls and does not record legal calls. Approved legal/attorney numbers are protected from recording and monitoring by designating them as Private in the system's Number database.

Adding a number to the system's Number database and clicking to activate the Private call attribute ensures that the system will not record calls to that number and will not permit audio monitoring of calls to that number.

Forms are processed by the GTL System Administrator within 48 hours of the arrival date stamp. Forms are first checked for requirements such as signatures, written in ink, contain inmate name and number, and will not exceed phone number list caps. Forms can be issued for a new inmate, a returning inmate (re-activation if previously released, transferred, or escaped), changes (30/90 day limits).

Social and Confidential (legal) forms have separate and distinct processes that must be followed. Multiple manual confirmations are required for each number.

§

The contractor provided system administrator or technical support staff will be responsible for creating and maintaining inmate calling accounts. All accounts must be created within twenty-four (24) hours of receipt. The Contractor will utilize NDCS provided registration forms. Contractor may provide alternative options for phone number registry.

GTL has read, understands, and complies.

GTL will continue to provide system administration and technical support through our Site Administrator Holly Rohde. Holly receives the new inmate PIN and demographic information form from the NDCS and enters this into the GTL ITS PIN/Demographic database. The specific information included in the database entry is; inmate's name, PIN, add PAN lists, and add PIN Debit to the inmates account.

In order to automate NDCS systems, and therefore reduce staff manual involvement, GTL is able to provide an automated interface for PIN transfer from the NDCS JMS to the GTL-ITS platform.

Additionally, we provide a partial listing of our integration experience with nationally recognized vendors in the corrections industry. GTL is able to provide NDCS with the most

technically knowledgeable and experienced staff in the industry with proven integrations at some of the largest correctional facilities.

GTL's Nationally Known Jail Management Software Integration Partners

- GTL Offender Management System (OMS)
- Motorola
- New World
- Spillman
- Intergraph
- Syscon

Integration between GTL's ITS and the NDCS JMS can provide:

- Automatic transfer of inmate data (PIN, name, facility, housing location, et cetera) to the inmate telephone system's PIN database.
- Automatic PIN update for inmate status change.

PIN Information Integration

GTL is able to provide NDCS with an interface program that allows the GTL-ITS to import inmate PIN and demographic data generated by the NDCS JMS. For this project *GTL will provide this interface service* ***at no cost to NDCS***.

Automated PIN and Inmate Information Transfer: With integration between the GTL-ITS system and NDCS JMS application(s), an inmate will be able to begin placing calls as soon as they are processed into the NDCS facility. As well, upon an inmate's release, the PIN is deactivated in near real-time.

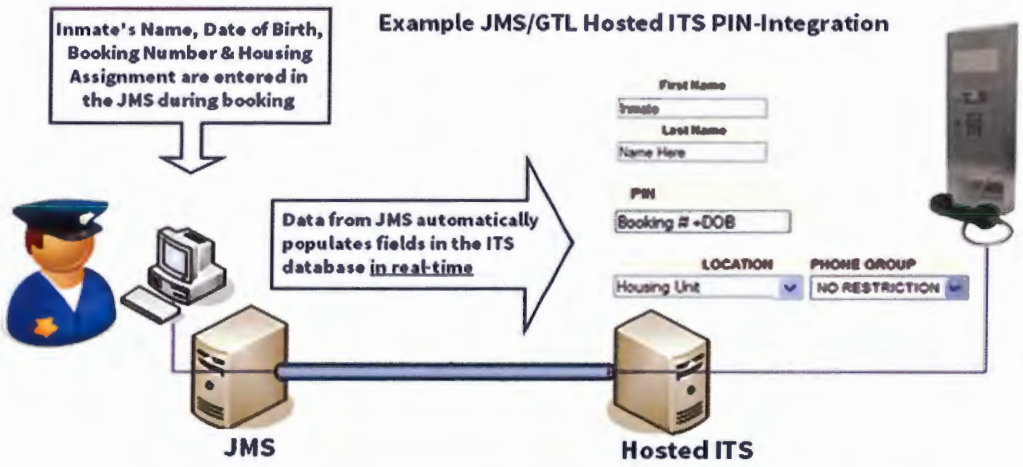


Figure 30 PIN Integration

GTL ITS to JMS integration allows the automatic establishment and updating of inmate information PIN accounts within the GTL-ITS via information transfer from the JMS, without the need for human intervention.

When the GTL-ITS inmate information transfer interface is active, new inmate information is electronically sent into the inmate phone system from the NDCS JMS. GTL's open architecture type of programming provides the NDCS with integration solutions, which assist in automating many functions that traditionally require manual system entry and additional staff time to maintain. With the use of simple text scripts, written in universal programming language, the NDCS JMS system can be easily implemented with GTL's automatic PIN interface.

When the PIN interface is implemented within the JMS system(s), the scripts are set so that at predetermined intervals new inmate data such as PIN, inmate name, and inmate location is sent to the GTL-ITS system. New inmate information is received and stored in our database in near real-time and ready for use by the inmate at any designated station. Changes to inmate information, once electronic transfers are complete, are able to be performed via update feeds sent by the JMS software and will take effect in real-time within the system.

§

The bidder will describe their process for the prerecorded announcement of the inmate's committed name or legal name change (first and last name) when creating account. System must not allow inmate to record his/her own name at any time. Both parties must be electronically blocked from hearing or communicating with the other party until the call is accepted. Inmate's voice will not be used during any announcement. Electronic security measures must prevent an inmate from interfering with or altering an announcement.

GTL has read, understands, and complies.

PIN administration and inmate name recording are performed through our Site Administrator Holly Rohde. Holly receives the new inmate PIN and demographic information form from the NDCS and enters this into the GTL ITS PIN/Demographic database. At the same time Holly will state the new inmate's committed or legal name into the calling system using a GTL inmate telephone. When completed, the called party will hear Holly's voice stating the inmate's name when the call is received.

The GTL ITS splits calls in such a way that the inmate has no opportunity to hear or communicate with the called party until the call has been positively accepted. While the inmate is "on hold" during call set up, the system delivers tones to indicate that the call is progressing. The inmate is cannot hear or communicate with the called party until the call is positively accepted.

The inmate phone station is a dumb terminal and prohibits the inmate from interfering with or altering a call prompt or announcement.

§

Staff members at each NDCS/YRTC facility must be trained to create and maintain inmate accounts in the event that system administrator or technical support staff is not available. Method of training should include user manual, instructor presentation, or PowerPoint presentation.

GTL has read, understands, and complies.

GTL Sample Training Plan and User Documentation

The training of NDCS staff is an integral part of implementing GTL's solution for ITS, VVS, and Tablets. GTL's training for NDCS staff includes all inmate functions, all administrative and investigative functions, and procedures for reporting problems to GTL. Your staff will be pleased to discover the user interfaces are efficient, extremely easy to use, and quickly mastered. We tailor training sessions to meet NDCS' needs.

TRAINING PROCESS

The Installation team will provide training on the basic operation of the system and answer initial questions during the installation of the new service.

The training team will provide NDCS with the option of weekly web-based training to coincide with the various officer work shifts so that everyone has an opportunity for training regardless of their hours. Web-based training allows our certified trainers to train as many users as possible at a time that is convenient for their work schedule.

After implementation of the new service is complete, our certified trainers will provide on-site regionalized training so that NDCS staff have the opportunity for instructor-led classroom training with hands on activities. Users will have the opportunity to ask questions and perform tasks in a real-time environment with feedback from our certified trainers. The training team can provide instructional aids such as user guides, cheat sheets, and phone dialing instructions.

Within the first quarter after the implementation of service, the training team will offer NDCS refresher training for any new hires or for users who want additional training on system features.

The training team is available for additional training either via WebEx or onsite as needed.

TRAINING METHODOLOGIES

The GTL Training team uses web-based and on-site training to meet the diverse needs of individuals working in the corrections environment. GTL Trainers use demonstration, question and answer, hands on activity, and process review to help correctional staff to quickly master the features and functionality of the system while learning by doing.

Web-Based Training – Our certified trainers lead web-based training that allows users to view the system via a Web-EX meeting and interact with the trainers and other participants on a toll-free conference bridge. Web-based training allows GTL to train users at time and

place that is convenient for them so nearly every work schedule can be accommodated. Web-based training can be tailored to the needs of a group and can include groups of various sizes as needed.

On-Site Training – Onsite training may be scheduled as needed at a facility or on a regional basis. The GTL training team will provide in-depth training on all aspects of the system. During on-site training, the GTL trainer will lead a review of system features and functionality and actively encourage each participant to ask questions and perform hands on activity in the system where applicable. The GTL trainer will provide a training syllabus that outlines the topics to be covered and provide adequate training materials such as user guides, quick reference guides, and quick tip cards. On-site training sessions can be general sessions to cover a wide variety of topics or tailored to meet the specific needs of users such as investigators.

TRAINING MATERIALS

Quick Tips

Quick Tip cards are quick and simple instructions on how to use particular system features. The Training Department will work with NDCS to review the standard Quick Tips and make any content modifications needed.

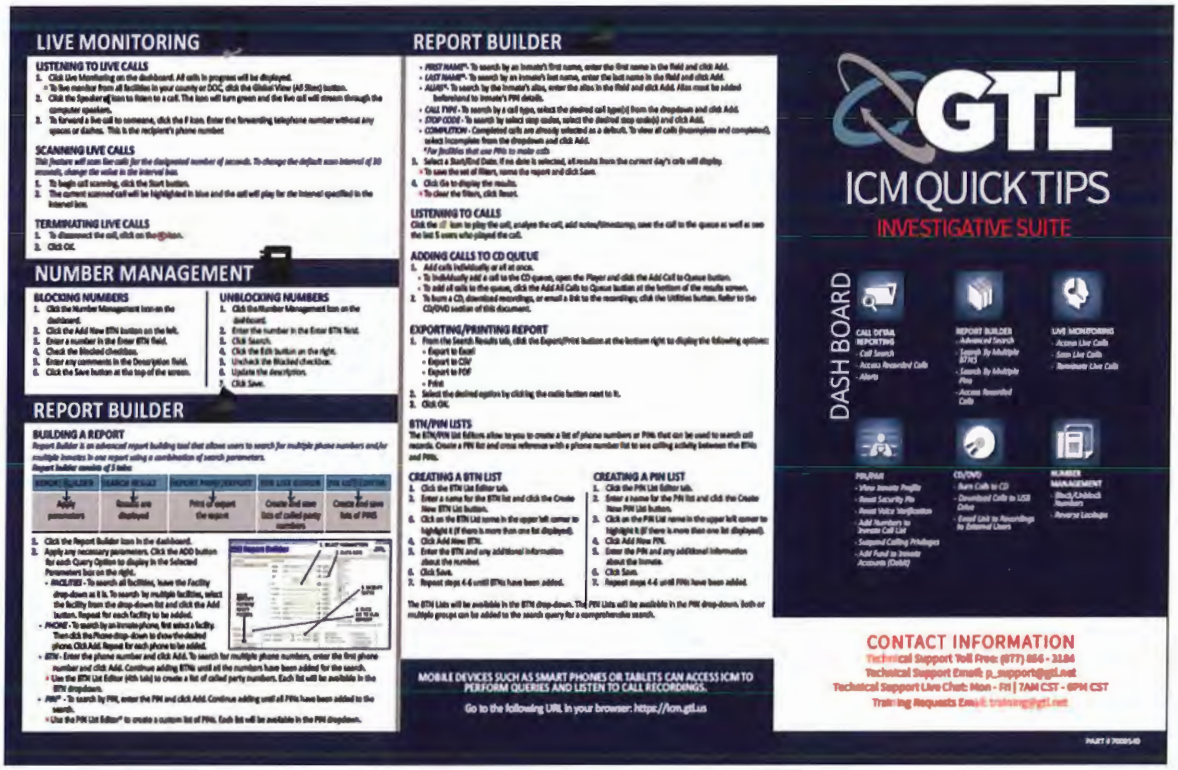


Figure 31 Sample Investigative Quick Tips

TRAINING TOPICS –System Overview

Topics include:

- Logging into and exiting the system
- Navigating the system using the Dashboard options
- Getting help from the on-line User Guide

Call Detail Reporting

Topics include:

- Set Call Detail Report search parameters
- Generate and print the call detail report
- Use Reverse Lookup to see the name and address of a called number
- Use the PIN-link to access detailed information about an inmate
- Access and replay recordings
- Download recordings for in-depth review in Call Analyzer
- Download recordings for transfer to CD/DVD (or other portable media)
- Add investigative notes to calls
- Save and reuse report templates
- Select and use other Report Types such as Call Frequency
- Use Report Builder for custom reports

CD/DVD Utilities

Topics include:

- Burn recordings/call detail records to portable media (e.g. CD, DVD, USB Device, Thumb Drive)
- Email recordings and call records

Live Monitoring

Topics include:

- Select and listen to a live conversation
- Terminate a live call
- Forward a live call to a remote investigator
- Use Reverse Lookup to see the name and address of a called number

Inmate PIN Management

Topics include:

- Add inmates to the system (unless established via JMS interface)
- Add/edit PIN restrictions
- Add/edit PAN lists
- Suspend/Deactivate PINs
- Set alerts

Phone Management (System Controls)

Topics include:

- Shut down all phones
- Shut down individual phone or phones in one area
- Set phone usage parameters (e.g. service on/off schedule, free calls, or local only)

Number (BTN) Management

Topics include:

- Add numbers and set restrictions/privileges for each
- Block/Unblock numbers
- Designate Private (Privileged) numbers
- When to use Restricted Playback
- Use Reverse Lookup to see a number's published name and address

Advanced Reports

Topics include:

- Call statistics and revenue
- Debit system information
- Inmate information
- System diagnostics
- User audits – track user activities *(exclusively for administrators)*

User Management

(Exclusively for administrators)

Topics include:

- Add a new user and assign privileges
- Add a new role (a set of one or more privileges)
- Edit user privileges
- Edit roles

Reporting System Issues to Technical Support

Topics include:

- How to Report a Problem to Technical Support
- Technical Support Procedures for Call Handling and Resolution
- GTL Technical Support Contact Information

Sample Syllabus

Investigative Training Topics

System Overview

- Logging into the exiting the system
- Navigating the system using the ITS Dashboard options
- Getting help from the on-line User Guide

Call Detail Reporting

- Set Call Detail Report search parameters
- Generate and print the call detail report
- Use Reverse Lookup to see the name and address of a called number
- Use the PIN-link to access detailed information about an inmate

Access and replay recordings

- Download recordings for in-depth review in Call Analyzer
- Download recordings for transfer to CD/DVD (or other portable media)
- Add investigative notes to calls
- Save and reuse report templates
- Select and use other report types
- Use the ITS Report Builder for custom reports
- Create and modify PIN and ANI alerts

CD/DVD Utilities

- Burn recordings/call detail records
- Email recordings and call records

After consulting with NDCS on a training plan, the GTL Training team will customize a training syllabus to reflect the exact training needs of the end user.

Visitation Management Training

GTL provides two training tracks for our Visitation Management Solution: Administration and Scheduling training. Our Account Management can provide training both onsite and via webinar.

For onsite training it is preferable that training take place in a classroom or conference room setting with direct connectivity to the GTL Visitation Management Solution as well as a projector for demonstration purposes. Onsite training classes should not exceed 20 participants per class. An ideal learning scenario is a hands-on environment in which each user can utilize a computer to interface with the scheduling software application. GTL will provide "train the trainer" courses if individuals are unable to attend.

Administrative Training

Administrative training takes place 1-2 weeks prior to the facility going live with the system and is done in conjunction with Scheduling Training. The purpose of this training course is to familiarize key stakeholders with the capabilities of the system.

The attendees should include:

- Command staff in charge of visitation policies
- Key decision makers at the facility
- Visitation command staff
- Facility IT staff
- Facility maintenance staff

Topics for this training include but are not limited to:

- Assigning user privileges
- Adjusting visitation policies and quotas
- Creating events for housing units and visitation centers
- Adding inmate and/or visitor restrictions
- Activating/deactivating stations

- Altering housing unit visitation times
- Reviewing recordings (video visitation only)

In addition to the above items, Administration Training will cover all items detailed in the Scheduling Training section below.

Scheduling Training

- Scheduling training takes place 1-2 weeks prior to the facility going live with the system and is done in conjunction with Administration Training. The purpose of this training course is to demonstrate and train individuals that will be using to system on a daily basis how to manage, schedule and check-in visitors.
- The attendees should include:
- Visitation command staff
- Visitation staff
- Dorm officers
- Investigative staff

Topics for this training include but are not limited to:

- Scheduling and altering visitations
- Monitoring live visits
- Reassigning visitations booths
- Troubleshooting during live visits
- Searching for visitations
- Registering and editing visitors
- Viewing/downloading recordings (video visitation only)
- Generating visitation reports

Documentation

System Design, Equipment, and Training Manuals

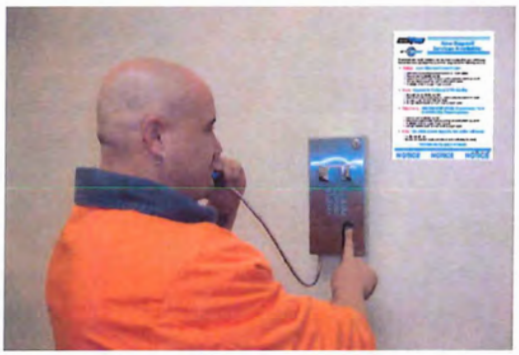
Following installation, GTL will provide NDCS with a complete set of implementation documentation such as those listed below. Several of the initial implementation documents listed, such as station maps, facility user lists, et cetera are subject to revision over the life of the contract.

Standard GTL Installation Documentation

- Installation Checklists
- Inmate Telephone Station Map
- Inmate Telephone Trunk Map
- Facility User List
- Equipment List, Descriptions, and Locations
- Workstation List with IP and Location Information
- Support Line and Non-Trunk Analog Line List
- IT/Frame for Data and Voice Transmission Information
- Site Schedules
- Facility Block-Diagram
- Equipment Photos (if requested and approved)
- Service Incident Report (if applicable)
- Service Contact Information
- Service Escalation Procedures and Contracts
- User Manuals
- Any other documentation specifically required by NDCS

Inmate Training

Formal training of inmates on the use of the phones is usually not required. Instructions are mounted on each telephone unit, and calls are facilitated by an automated operator that clearly instructs the inmate through each step of making a call. However, at the facility's request, a trainer will be available for inmate training sessions. The trainer provides a discussion and demonstration in each unit or pod of the facility with assistance from staff.



GTL also provides promotional and education material to inform potential users of the fund deposit services. GTL will customize all material for the NDCS applications. One example of instructional material for inmates is printed flyers.

Pod Flyers – Placed in inmate facilities (often near inmate telephones). The purpose of flyers is to inform inmates about their deposit options as well as deposit options available to their families and friends, allowing inmates to pass deposit information on to those who wish to

help fund inmate calls. Information regarding deposits to inmate phone accounts is also available to families and friends at GTL's website and, if applicable, on posters near lobby kiosks in public areas for the facility.

§

E.3. Collect Calling Requirements

The system must function as follows:

a. **Inmate goes off-hook, and is prompted to complete verification process. Preferably a two-step process.**

b. **Inmate is then given an automated option to place a collect call or a debit call.**

c. **Inmate selects option to place collect call.**

d. **Inmate dials number.**

e. **System validates dialed number against the inmates individual "allowed number list" or proposed system by contractor, and then places inmate on hold.**

f. **System places call.**

g. **When called party answers, system prompts called party to either accept or reject the call. The inmate and called party will not be able to hear one another until call is accepted.**

h. **Either a call path is established, or inmate is notified that call was not completed, and the reason for unsuccessful completion.**

GTL has read, understands, and complies.

As the incumbent provider, the NDCS requirements are derived from the GTL ICMv system design.

- Inmate goes off-hook, and is prompted to complete a two-step verification process.
- Inmate is then given an automated option to place a collect call or a debit call.
- Inmate selects option to place collect call.
- Inmate dials number.
- System validates dialed number against the inmates individual "allowed number · list" or proposed system by vendor, and then places inmate on hold.
- System places call.

When the called party answers, system prompts called party to either accept or reject the call. The inmate and called party will not be able to hear one another until call is accepted. The called party hears the following messages:

- "You have a [CALL TYPE] call from [INMATE NAME], an inmate at [NDCS/YRTC FACILITY NAME]. This call may be monitored and/or recorded."
- "If you wish to accept this call, press [designated digit] and hold."
- "To deny the call, press [designated digit] and hang up."
- "If you wish to block future calls of this nature, press [designated digit]."
- "To hear costs for this call, press [designated digit] and hold for rate information."

If the called party fails to respond appropriately, the message repeats three times and if no appropriate response is made within 30 seconds of the last repeat, the call is terminated.

The ITS requires positive acceptance by the called party before the call is connected for all call types.

The exact wording of automated prompts will vary with call type. The wording of default messages has already been modified to exactly match the NDCS' preferences.

Billing begins when the called party positively accepts the call and the connection is made, allowing the inmate to talk with the called party.

General Information: When an inmate's call cannot be completed, the automated operator will notify the inmate using a message similar to one of the following:

- "The called number was busy, please try your call later."
- "The called party did not answer, please try your call later."
- "The called party did not accept your call."
- "The called party has placed a block on this number."

§

E.4. Debit Calling Requirements

The system must function as follows:

a. Inmate goes off-hook, and is prompted to complete verification process. Preferably a two-step process.

b. Inmate is then given an automated option to place a collect call or a debit call.

c. Inmate selects option to place a debit call.

d. System plays the remaining dollar amount on card.

e. Inmate dials number.

f. System validates dialed number against the inmates individual "allowed number list" or proposed system by contractor, and then places inmate on hold.

g. System places call.

h. When called party answers, system prompts called party to either accept or reject the call. The inmate and called party will not be able to hear one another until call is accepted.

i. Either a call path is established, or inmate is notified that call was not completed, and the reason for unsuccessful completion.

GTL has read, understands, and complies.

As the incumbent provider, the NDCS requirements are derived from the GTL ICMv system design.

- Inmate goes off-hook, and is prompted to complete a two-step verification process.
- Inmate is then given an automated option to place a collect call or a debit call.
- Inmate selects option to place debit call.
    - When the ITS prepaid Debit system is in use, the inmate hears the balance in his or her Debit account before call processing begins for a prepaid call.
- Inmate dials number.
- System validates dialed number against the inmates individual "allowed number · list" or proposed system by vendor, and then places inmate on hold.
- System places call.

When an inmate's call is answered, the system's automated operator identifies for the called party both the inmate and the facility from which the call was placed. For example, the branding message for a PIN Debit call is similar to:

- "You have a [Prepaid Debit Call] call from [INMATE NAME], an inmate at [NDCS/YRTC FACILITY NAME]. This call may be monitored and/or recorded."
- "If you wish to accept this call, press [designated digit] and hold."
- "To deny the call, press [designated digit] and hang up."
- "If you wish to block future calls of this nature, press [designated digit]."
- "To hear costs for this call, press [designated digit] and hold for rate information."

If the called party fails to respond appropriately, the message repeats three times and if no appropriate response is made within 30 seconds of the last repeat, the call is terminated. The exact wording of automated prompts will vary with call type. The wording of default messages can be modified to exactly match NDCS' preferences.

Billing begins when the called party positively accepts the call and the connection is made, allowing the inmate to talk with the called party. Before positive call acceptance the inmate and called party will not be allowed to hear one another.

Recording and Monitoring Notification. When applicable, the automated operator informs both the inmate and the called party that the call is subject to recording and monitoring. This announcement is always included in the opening branding message to a called party, prior to the prompt for call acceptance or rejection. The system can be configured to repeat this announcement at random intervals throughout the call.

General Information: When an inmate's call cannot be completed, the automated operator will notify the inmate using a message similar to one of the following:

- "The called number was busy, please try your call later."
- "The called party did not answer, please try your call later."
- "The called party did not accept your call."
- "The called party has placed a block on this number."

§

E.5. Recording Requirements

Inmate calls must be recorded, and easily accessible to authorized NDCS/YRTC State personnel. It is the responsibility of the contractor to maintain call recordings on a redundant system to be accessible 24 hours a day to authorized NDCS/YRTC State personnel.

GTL has read, understands, and complies.

GTL's ITS is a centralized, fully hosted system that is configured with built-in redundancy to reduce interruption of service and prevent data loss. The recording for each inmate call will be digitally transmitted in real time as inmate calls complete and stored in our secure, enterprise level storage pillar at our Primary Data Center in Texas, which utilizes dedicated RAID drives. Data replication associated with RAID storage automatically creates redundancy. Call recordings will be stored and available on-line for immediate use 24 hours a day via the on-line user interface by authorized NDCS/YRTC users.

§

The Contractor's system must be capable of locating call recordings by inmate name, inmate PIN, date, originating number, or called to number, name and/or address.

GTL has read, understands, and complies.

By clicking on the Call Detail Reporting icon, NDCS/YRTC users will see the Call Detail Reporting screen, from which users may specify the start date and the end date for the report, and the types of calls in which they are interested.

Examples of some popular CDR report searches:

- Report on calls made between any dates or times
- Report on calls made from any phone or phone group
- Report on calls made by any inmate PIN, name, or by any Debit card
- Report on calls of any band, payment type, or stop code
- Search for calls records to which a note has been added
- Report on complete or incomplete calls, and accepted and denied calls.
- Click on "Submit Report" to return all of the current day's completed calls
- Report on calls on which 3-way call attempts, call forwarding attempts, or extra dialed digits were attempted
- Report on calls made to numbers or by PINs designated "Hot"
- Report on calls of any chosen duration
- Report on Frequently dialed numbers or on numbers called by more than one inmate.
- Report on calls made only by active PINs (inmates still incarcerated)
- Create and save customized report types for future use.

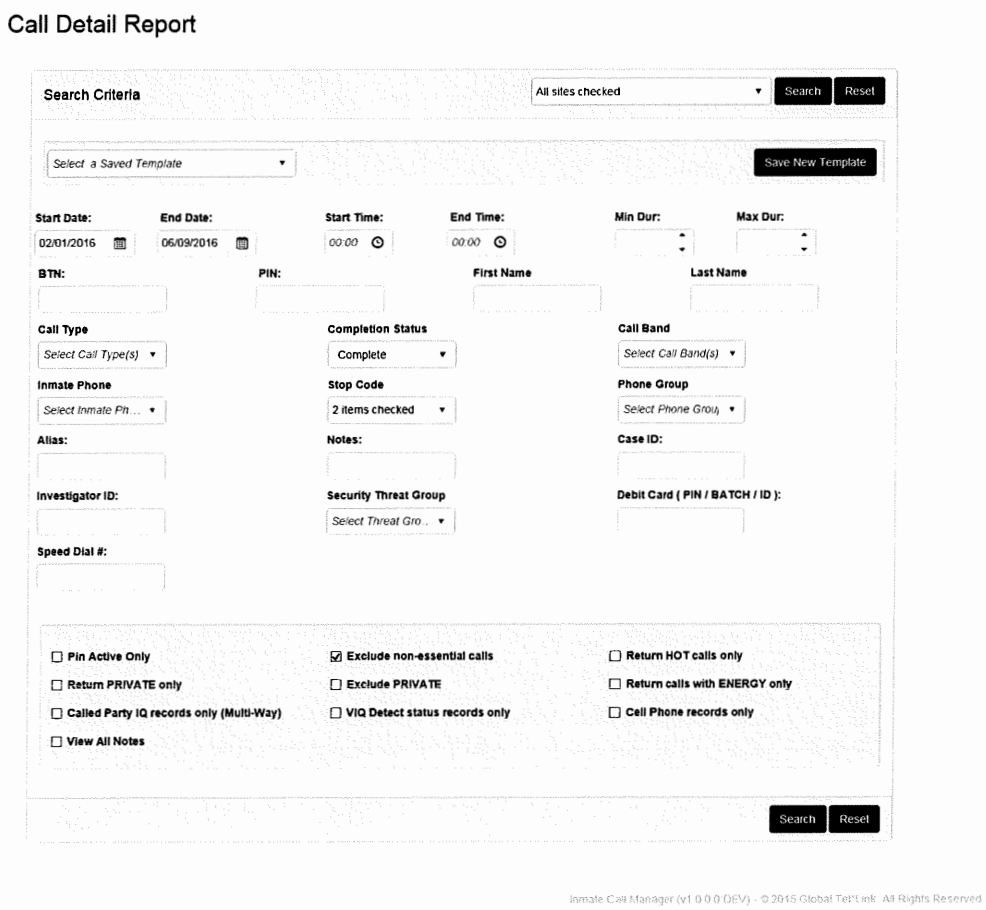


Figure 32 Call Detail Reporting - Search Tools

From this screen (Figure 32), users are able to search for recordings using any of the following criteria:

- Inmate Name
- Inmate PIN
- Date/Time of Call
- Called Party Number or BTN
- Call Type
- Phone Station(s)
- Call Ending Reason

Once the user selects the parameters of the report, the Call Detail Results screen appears as in Figure 33.

Call Detail Report

Back

Drag a column header and drop it here to group by that column

Add To Queue | Enter Export File Name | Selected Only | Reset | Save | Clear

#	STATUS	BTN	PIN	DATE	TIME	DUR.	RESULT	PHONE	CALL TYPE	CHARGE	DETECT
1		(574) 514-7992	0589590	03/16/2016	21:55	02:15	Called Party Hungup	Unit 8 East #1	Prepaid	$0.63	
2		(269) 589-3039	0457107	03/16/2016	21:52	05:49	Called Party Hungup	Unit 8 West #1	Debit	$1.16	
3		(773) 540-1463	0623666	03/16/2016	21:51	04:21	Called Party Hungup	Unit 8 West #3	Prepaid	$1.05	
4		(269) 329-8735	0955235	03/16/2016	21:50	07:00	Inmate Hungup	Unit 8 East #3	Prepaid	$1.40	
5		(517) 507-7416	0685457	03/16/2016	21:41	15:00	Time Up	Unit 8 East #4	Prepaid	$3.00	
6		(734) 216-4291	0418502	03/16/2016	21:40	15:00	Time Up	Unit 8 East #2	Prepaid	$3.00	
7		(574) 514-7992	0589590	03/16/2016	21:39	14:41	Inmate Hungup	Unit 8 East #1	Prepaid	$3.15	
8		(586) 238-5266	0685457	03/16/2016	21:39	00:24	Inmate Hungup	Unit 8 East #4	Prepaid	$0.20	
9		(773) 540-1463	0623666	03/16/2016	21:38	00:46	Called Party Hungup	Unit 8 West #2	Prepaid	$0.21	
10		(616) 634-9916	0601262	03/16/2016	21:34	01:00	Time Up	Unit 8 East #2	Courtesy	$0.00	
11		(313) 948-9294	0972452	03/16/2016	21:33	15:00	Time Up	Unit 8 East #3	Debit	$2.89	
12		(313) 759-6665	0810037	03/16/2016	21:22	04:16	Inmate Hungup	Yard #4	Debit	$0.96	
13		(734) 216-4291	0418502	03/16/2016	21:21	04:48	Inmate Hungup	Yard #1	Debit	$0.96	
14		(269) 329-8735	0955235	03/16/2016	21:21	06:40	Inmate Hungup	Unit 8 East #2	Prepaid	$1.40	
15		(574) 514-7992	0589590	03/16/2016	21:20	07:06	Inmate Hungup	Yard #6	Prepaid	$1.68	
16		(616) 448-8288	0953531	03/16/2016	21:20	02:54	Called Party Hungup	Unit 8 West #1	Debit	$0.58	
17		(313) 729-6327	0629554	03/16/2016	21:19	06:24	Inmate Hungup	Unit 8 West #4	Prepaid	$1.40	
18		(616) 482-9037	0462422	03/16/2016	21:17	09:57	Inmate Hungup	Unit 8 East #1	Debit	$1.93	
19		(248) 796-1061	0382730	03/16/2016	21:15	10:30	Inmate Hungup	Yard #7	Debit	$2.12	
20		(216) 319-3838	0951492	03/16/2016	21:10	15:00	Time Up	Unit 8 East #4	Prepaid	$3.15	

1 2 3 4 5 6 7 8 9 10 ... Page size: 20 — 7906 items in 396 pages

Inmate Call Manager (v1.0.0.0.DEV) - © 2015 Global Tel*Link. All Rights Reserved.

Figure 33 Call Detail Reporting - Results Screen

All calls that match the chosen criteria will be listed on the Call Detail Results screen. Calls on which a three-way call was attempted will be highlighted. From the screen shown in Figure 33 users can also do the following:

- Click on a call to listen to the call recording
- Click on a PIN number to view information and/or edit the restrictions on that inmate's calling privileges
- Click on a call to add it to a CD / DVD queue
- Click on a Bill to Number (BTN) to do a reverse lookup
- Click on a PIN to see the PIN detail
- Sort any column by clicking the column (ascending and descending)
- Print the report with report parameters
- Save the Report for future use
- Save the Report in Microsoft Excel format
- Select all call detail results to the CD / DVD queue
- See the actual cost of each call
- Hover the cursor over the number of any debit card to view a detail screen for that debit card

§

The Contractor will provide a system that allows NDCS staff to download to a variety of storage methods, to include CDs, DVDs, hard-drive, or email.

GTL has read, understands, and complies.

GTL is making investigative call recording access easier for NDCS investigators. The GTL ITS allows NDCS authorized users the ability to send a link to inmate call recordings using the system Audio/Data/Email Utility rather than burn to a CD or download to external media. The NDCS' Investigators can now email a secure link to end users to play or download selected recordings. **End users who receive the secure email link to recordings will have seven days to retrieve the recordings and must enter their email, a password, and a confirmation code to access the recordings.**

Secure Link to GTL Inmate Call Recordings

The process of sending an email link to call recordings is as easy as pressing the start icon and clicking on the Email Recording Link, as seen in **Error! Reference source not found.**.

Call Recording Email Link User Permission

Authorized users are granted permission to use the call recording Email Link in the to the Edit Roles screen in User Management. Only users with this permission enabled will be able to send an email link to call recordings from the ITS user interface Audio/Data/Email Utility screen.

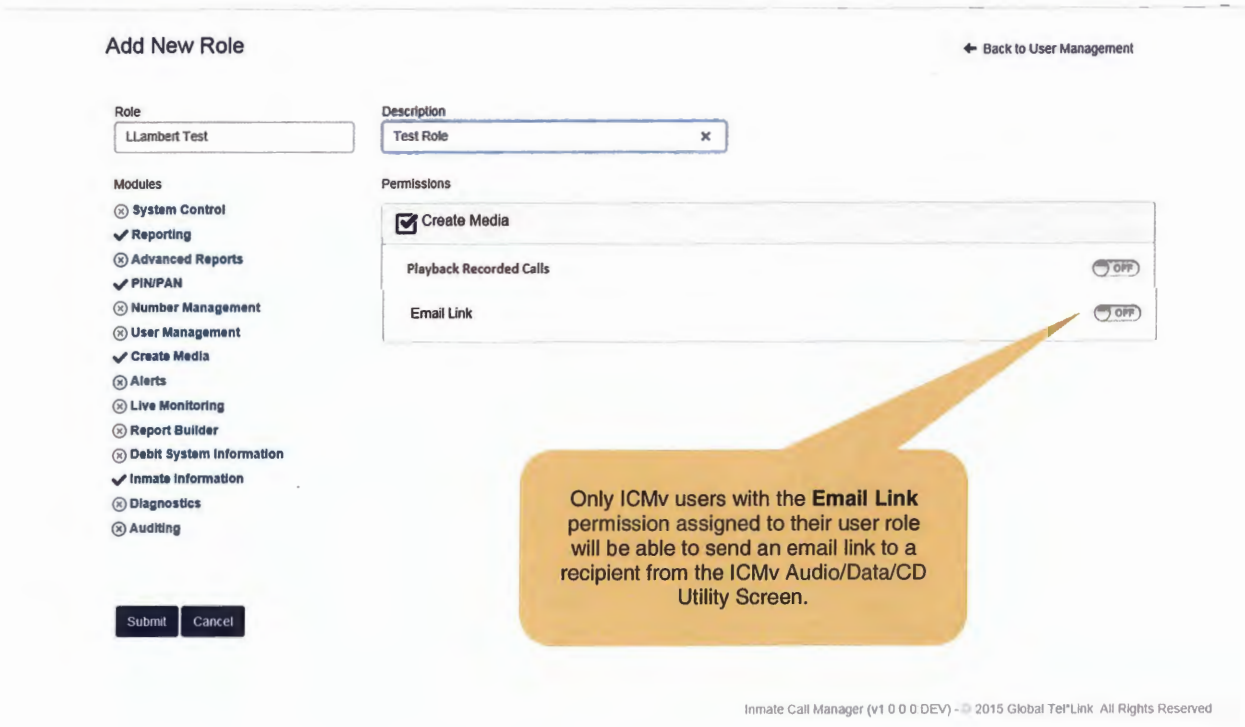


Figure 34 Email Link User Permission on Edit Roles Screen

Emailed Link Audit Log Activity

NDCS system administrators are able to run an audit report showing a list of authorized personnel who sent email links of call recordings from the system (Figure 35). The Global Audit Report will then display the recipient email to which the email link was sent.

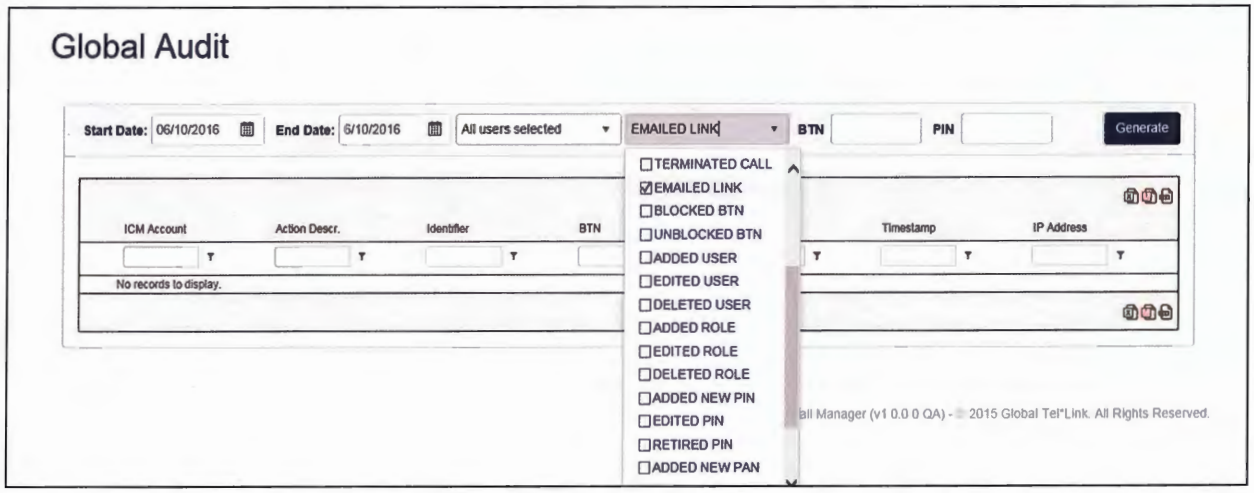


Figure 35 Emailed Link Activity Added to Audit Log

Call Recording Offline Storage

Call archiving to portable media is simple with the ITS Solution. The ITS CD/DVD Utilities module allows call recordings with their associated call records to be easily copied to portable media (CD, DVD, USB devices). Any authorized user (e.g., investigator, GTL site administrator, etc.) who wishes to store call recordings on external media can easily download these calls to CD/DVD. The CD/DVD will produce recordings with no loss in quality and will be capable of placing an audio time and date stamp within the recording.

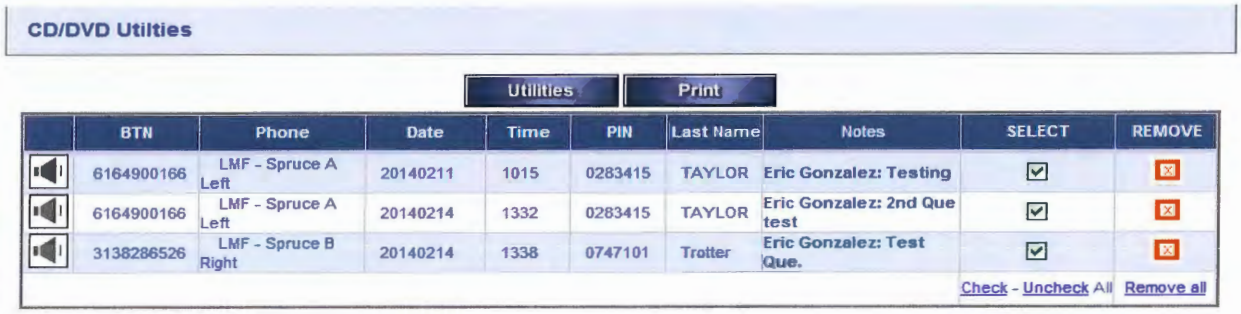


Figure 36 CD/DVD Utilities Screen

Downloading to CD/DVD can be performed on any computer that has access to the call recordings, whether at the facility or at a remote location. The user simply searches for the calls he/she wants to download (Call recordings can be searched by PIN, date, start or stop time, inmate telephone station, called number, and other criteria). Once the desired recordings have been selected, the investigator inserts the CD/DVD and clicks on "Data CD/DVD" to burn the CD/DVD.

The user may listen to the CD/DVD through Windows Media Player. Files may also be stored on USB or thumb drives, hard disk, or any other medium preferred by the user. Copied recordings retain their security encryption and, at the user's discretion, any attached investigative notes.

§

Each site must be capable of storing twelve (12) months of call recordings on the system hard drive or via means other than the system hard drive for immediate access. Fully hosted centralized platform will be allowed. Once call recordings become twelve (12) months old, the system must automatically download them to a permanent storage media maintained by contractor, and be available to NDCS within 72 hours upon written request. Recordings are the property of the State of Nebraska.

Figure 38 GTL Data Center

GTL has read, understands, and complies.

GTL MEETS AND EXCEEDS

The RAID drives for NDCS/YRTC facilities will have the capacity to store all call recordings on-line for immediate access *for the length of the contract plus any extensions*.

GTL's ITS platform is a centralized non-premise system that is configured with built-in redundancy to reduce interruption of service and prevent data loss. The recording for NDCS/YRTC inmate calls are digitally transmitted *in real time* as inmate calls complete and stored in our secure, enterprise level storage pillar

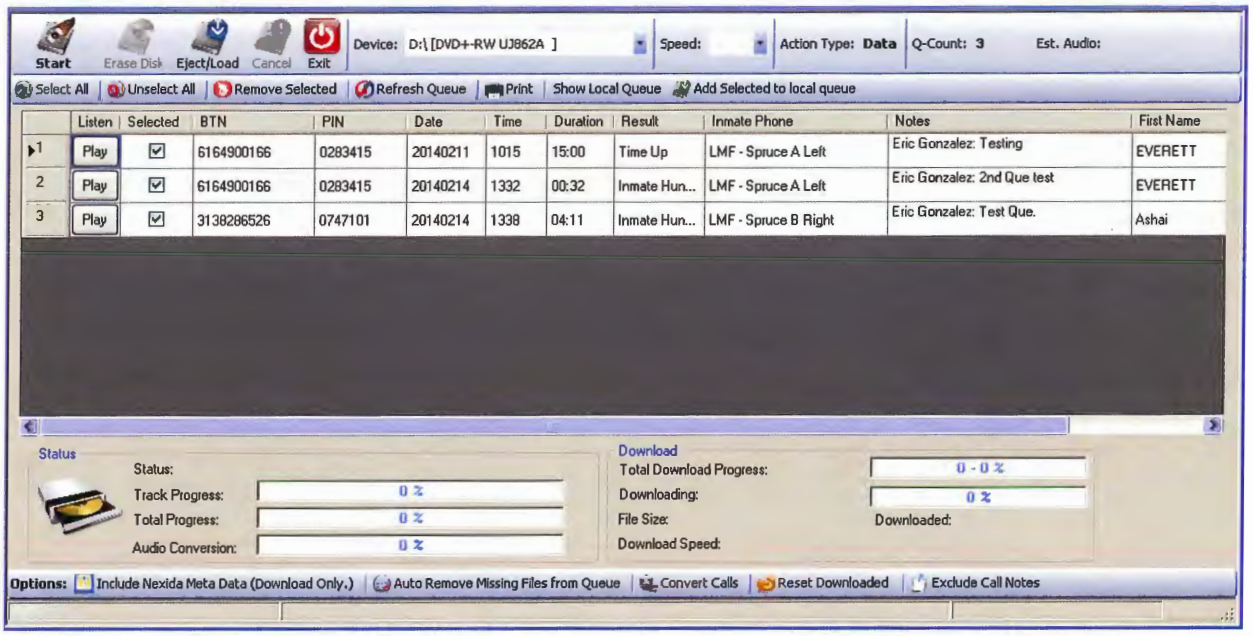


Figure 37 Burning Call Recordings and FIles to DVD

at our Primary Data Center in Texas, which utilizes dedicated RAID drives. Data replication associated with RAID storage automatically creates redundancy.

As the incumbent inmate telephone provider, all of the previously existing inmate call recordings are already available on the currently installed system. *No other vendor is able to provide this for NDCS*.

§

The contractor provided system administrator needs the ability to monitor inmate calls for troubleshooting purposes.

GTL has read, understands, and complies.

Live Monitoring

GTL's ITS already provides live-monitoring capability via a line indicator with which NDCS system administrators, investigators, and other Law Enforcement Agencies as authorized by NDCS can view live inmate calling in progress. Calls-in-progress are displayed on the Live Monitoring screen.

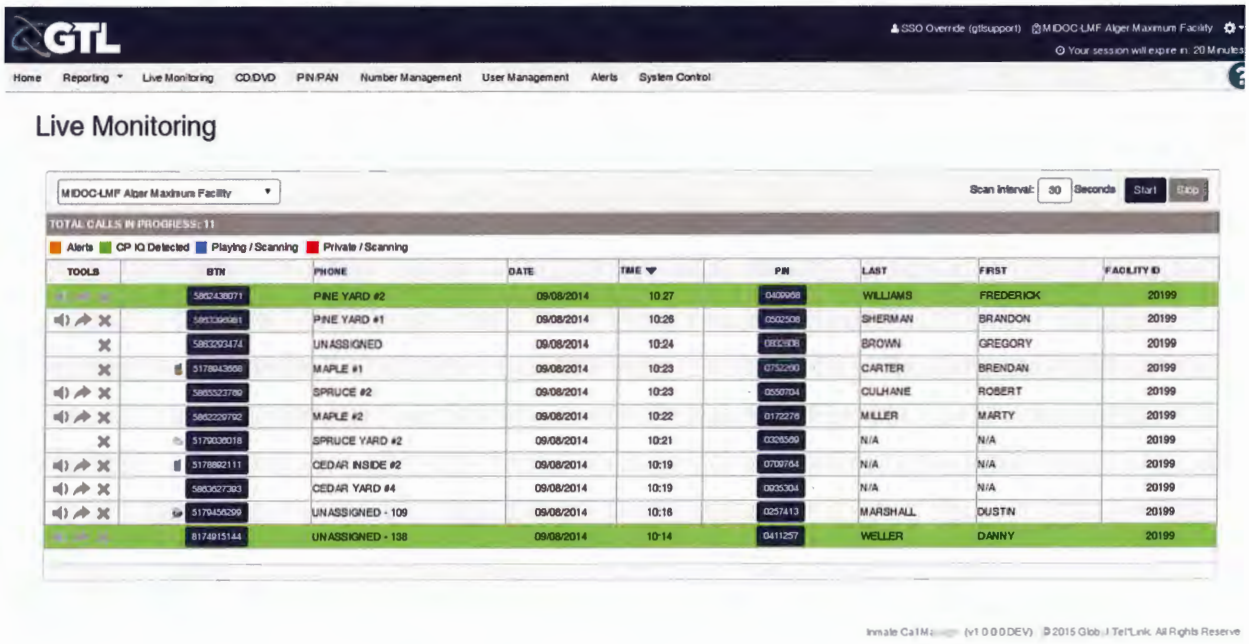


Figure 39 Live Monitoring of Active Calls

Live Monitoring Functions

- Allows the user to manually select (click) and listen to a particular call for any length of time.
- Allows the user to activate **Scan**, which causes the system to sequentially select and "play" the live conversion of each active call for a specified interval (e.g. 30 seconds), before scrolling to the next active call listed on the Live Monitoring screen. When the last active call is scanned, the system cycles back to the beginning. At any point, the user may stop the scan and listen to a conversation of particular interest for any length of time.
- Allows the user to disconnect (end) any call in which the conversation is inappropriate or threatening.
- Allows the user to forward a call of interest to a designated number.
- Alerts the user when a call was placed by an inmate with a "hot" (alerted) PIN or when an inmate has called a "hot" (alerted) destination number. *See Figure 40.*

Figure 40 "Hot" PIN or BTN

Live monitoring does not interfere with the continuous recording of all calls; it is not detectable by the inmate or by the called party. Several investigators may monitor the same call at the same time.

—END OF SECTION—

E.6. System Security Requirements

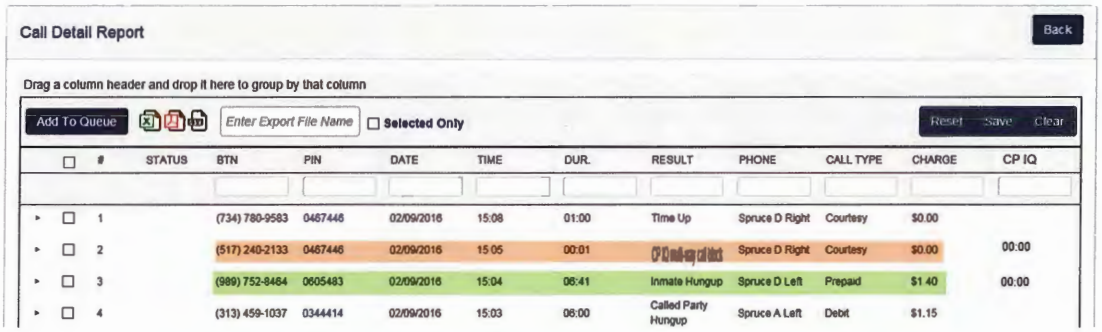
Call forwarding and 3-way calls are a concern for NDCS/YRTC. Contractor's system must be able to identify call forwarding and three-way calls, and have the capability of real time notification including the method of notification.

GTL has read, understands, and complies.

The system can be configured to do any of the following upon detection of call forwarding or three-way calling:

- Disconnect the call immediately.
- Disconnect the call after providing an explanatory message that a prohibited remote call forwarding/3-way call attempt have been detected (during which the parties cannot communicate).
- Play a message that a prohibited call forwarding/3-way call attempt has been detected.
- Allow the call to continue for future investigation purposes. The call will be alarmed on the Live Call Monitor and NDCS investigators can listen to the call.

For NDCS investigators/administrators, the call will be flagged in the call detail record and available for review in a report designed for this specific purpose ("Three-Way Call Detect").



#	STATUS	BTN	PIN	DATE	TIME	DUR.	RESULT	PHONE	CALL TYPE	CHARGE	CP IQ
1		(734) 780-9583	0467446	02/09/2016	15:08	01:00	Time Up	Spruce D Right	Courtesy	$0.00	
2		(517) 240-2133	0467446	02/09/2016	15:05	00:01	[illegible]	Spruce D Right	Courtesy	$0.00	00:00
3		(989) 752-8464	0605483	02/09/2016	15:04	06:41	Inmate Hungup	Spruce D Left	Prepaid	$1.40	00:00
4		(313) 459-1037	0344414	02/09/2016	15:03	06:00	Called Party Hungup	Spruce A Left	Debit	$1.15	

Figure 41 Three-Way Call Detection in the CDR

Three-Way Call Detection: How it Works

GTL EXCLUSIVE

GTL has a total of eight (8) U.S. patents directed to the detection of thee-way call attempts. We also have Patent 8,630726 for detecting attempted masking of three way calls by the calling/called parties as well as Patent 8,509,736 that utilizes voice recognition to determine if a new speaker enters the conversation.

GTL's patented proprietary process utilizes several system settings to detect three-way calling.

GTL's three-way call detection method is multi-layered and does not rely solely on audible clicks or other sounds but utilizes a variety of factors to detect three-way attempts. ***Additionally, our system detects the special network messages that are generated when a cellular or VoIP phone is used to create a three-way call.***

The system is constantly analyzing the audio stream looking for audio events with sufficient amplitude and duration that may indicate a three-way call is occurring. When detection occurs the three-way call analysis software breaks the audio stream into 10ms slices before and after the event for detailed analysis to determine if it is a three-way call.

For example, an event that would cause the system to report a three-way call would be: if a tone or "noise" (such as call progress tones) occurred in the middle of the conversation with sufficient amplitude and duration the software would then start analyzing the audio to determine if it was part of the conversation. Assuming the tone or "noise" detected was not part of the conversation the configurable sensitivity settings would cause the software to declare the event a three-way call.

This three-way call detection method does not listen for frequencies, which can be problematic, but rather for audio events or aberrations of sufficient amplitude and duration that are not part of normal conversation.

Efforts Underway Within the Industry

As technology has evolved for wireless networks and traditional public telephone networks, the detection of when a digital signal is interrupted to add another digital signal is increasingly more difficult than when only analog lines were available. The quality of the signal does not become disrupted and carriers are less interested in signaling on the addition of another line since they no longer charge for the feature of 3-way and since the "all inclusive" cell phone plans do not demand to know what "minutes" are being consumed, it is not in their interest to do anything about it. However, GTL's recently filed patent application - System and Method for Authenticating Called Parties of Individuals within a Controlled Environment - working together with our ITS technology ensures that both the inmate and the called party are correctly identified. These technologies help mitigate three-way calling and conferencing.

Detect Forwarding on Cellular/VOIP

Fraud attempts involving a called party's cooperation in having calls automatically forwarded to a remote number poses the greatest challenge to all providers in the industry. A 100% reliable method for detection or prevention of remotely forwarded calls is not currently available anywhere. GTL has been actively involved in the development of the 'call forwarding" identification feature for the past 6 years. GTL's own engineering and development teams are working with outside firms and multiple LEC's across the country.

As new technology develops that can accurately detect call forwarding, our company will incorporate this technology into our software releases and our clients will be furnished with this technology.

GTL implements state of the art VoIP networks for its customers that use SIP (Session Initiated Protocol) for signaling and control. The ITS platform and the terminating end points pass SIP control and status messages during the call setup and disconnection.

One of the status messages passed between end points is the Message Type 181 "Call is being forwarded" message that provides re-direct information (call forwarded number) in the data packet from the terminating carrier where supported.

The Message Type 1XX messages are optional and some carriers do not support the optional messages but as more legacy networks are converted to networks that support SIP signaling the support for this functionality will expand.

The ITS call processing platform is capable of being configured to support the reporting (and blocking) of forwarded calls. Further implementation of the SIP packet call forward detection is currently under way.

In a recent month over 1M remote call forwarding/three-way calls were stopped without undue inmate or called party complaints.

GTL's SIP to SIP remote call forwarding detection system is 100% accurate.

§

The State reserves the right to shut down inmate telephones and/or limit inmate access to telephone calls in any or all areas of a particular facility as needed. Explain how this function can be managed with your system.

GTL has read, understands, and complies.

GTL Inmate Telephones at NDCS facilities can be shut down:

- At the demarcation location.
- By Central Control.
- By select housing units and individual phones.
- Via Workstation or Remotely

GTL's system allows authorized users to turn telephones on or off remotely by phone, by cell or pod, by housing unit, or throughout the system. The GTL ITS system disables the inmate's

ability to speak to the called party until the call is accepted by the call recipient. The ITS is configurable to be able to disable the telephone keypad during a call. The telephone instruments have no coin return slots.

Software Phone Controls – Turn Off All or Selected Phones

The current GTL ITS at NDCS gives the facility the ability to shutdown individual phones and groups of phones within a facility and globally. From any workstation or Internet connection, NDCS staff with the appropriate authorization can access ***System Control*** to modify the service status of inmate telephones.

This control interface is part of the ITS web-based interface so the feature can be used both on-site and remotely.

Phone Status has three possible settings:

- **Recording** – Calling service is ON and all non-private calls are recorded. This is the default setting.
- **No Recording** – Calling service is ON without recording
- **Off** – Calling service is turned OFF (see Figure 42)

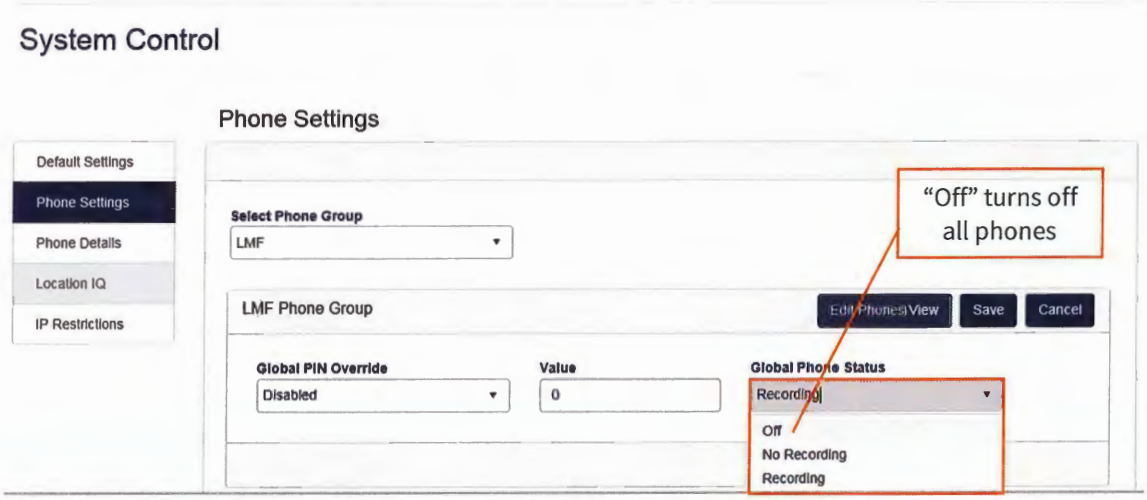


Figure 42 Global On/Off Phone Control

To shut down service to all telephones or all phones in a designated group, in the Global Phone Status field, select "Off" as shown in Figure 43.

Telephone service to individual inmate phones also can be turned on or off at the NDCS discretion. From the System Control screen, individual phones are accessed by clicking the hyperlinks in the Phone Group column. Service to an individual inmate telephone can be turned off by selecting "Off" from the drop list of that phone as shown in the image below.

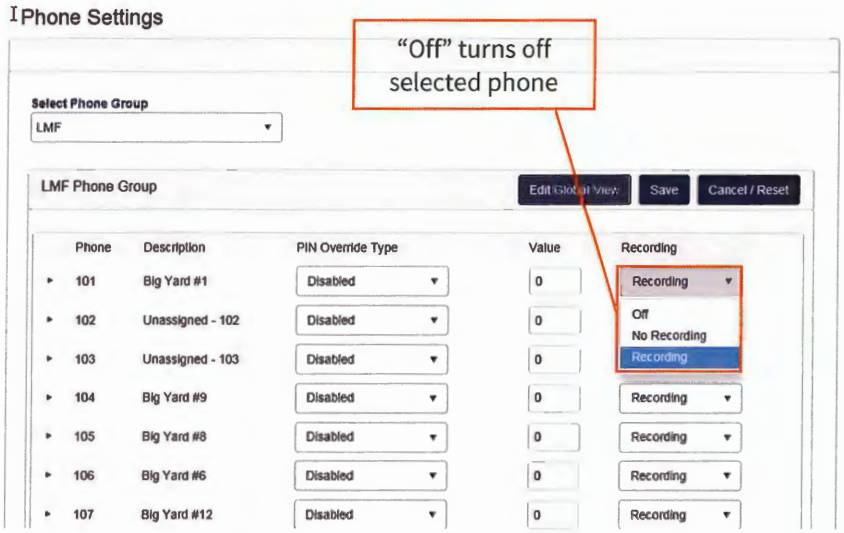


Figure 43 Individual Phone On/Off Control

Cut Off Toggle Switches

In addition to the ability to shut down inmate telephones through the system's user interface, GTL provides mechanical cut-off switches, located wherever the NDCS chooses. GTL can provide individual kill switches for each phone, or can provide more advanced and flexible switch configurations to allow NDCS staff to shut down various groups of phones with one switch.

GTL has experience installing everything from individual single pole double throw switches-to-multi-phone configurations using ice cube relays-to-custom designs integrated into control panels or custom switch boxes. With these configurations, phones can be cutoff individually, as a bank, or for the entire facility.

Figure 44 Switch Configurations

Cut off switch configurations are not limited to discrete phone locations. For example, inmate phones located in several different areas of the facility, even if connected to different trunk lines, can be controlled by a switch that allows all of them to be shut off at once.

§

Inmate telephones must be restricted from out-pulsing any dual-tone multi frequency (DTMF) digits once the call has been connected.

GTL has read, understands, and complies.

GTL's call surveillance algorithms combine several strategies to detect fraudulent call attempts; including hook-switch flashing (the distinctive 0.8 second sound of a call being forwarded or a third party joining a call), DTMF tones (Dual Tone Multi-Frequency), variations in the time between rings, long silences, extra dialed digits, and the electricity on the phone line that accompany these and other anomalous activities.

GTL's Inmate Telephone System is designed to isolate any attempt by the called party to bridge a call in-progress to a third party, commonly referred to as call forwarding, three-way calling or conferencing.

The GTL hosted ITS only accepts digits required to conduct a call and does not allow or accept any additional digits beyond the Inmate ID + PIN then phone number being called.

§

Contractor must provide the proposed system with audit software that keeps track of access to system, i.e. time and date of all network logins, time spent logged in, changes made while logged in, calls monitored by user, etc. This access information will only be available to the NDCS Intel Coordinator or others as approved by the NDCS Intel Coordinator. Explain how your system accomplishes this.

GTL has read, understands, and complies.

The ITS keeps a complete and verifiable audit trail of actions performed by each user, allowing authorized client personnel to run reports on this information. These reports can help ITS users keep track of their own activity (for instance, to check what calls they have downloaded) and allow administrators to track their staff's use of the ITS. The complete and verifiable records of actions performed also give the facility an ironclad rebuttal to potential inmate or lawyer complaints that someone hasn't allowed inmates their calls or has improperly interfered with their calling privileges.

To report the activities of ITS Users, follow the menus from Reporting→Advanced Reports→Auditing→Global Audit.

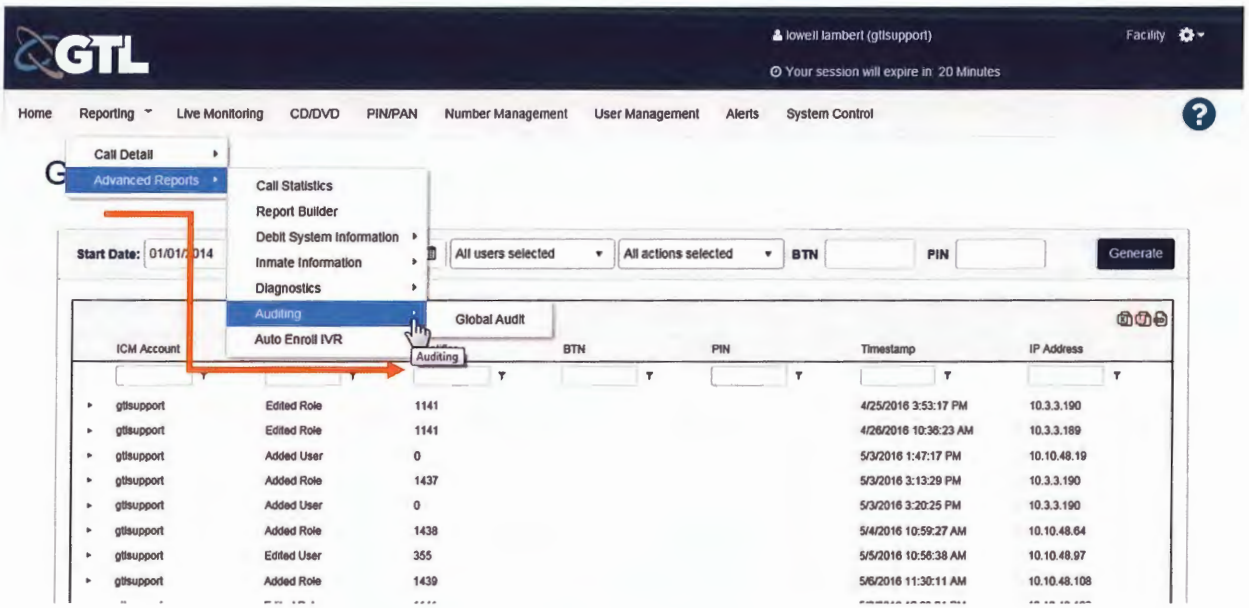


Figure 45 Auditing Tab in Advanced Reports Screen

The system's **Global Audit** function is the most flexible and comprehensive; allowing an authorized person to generate a report of all, or any combination of, users and system activities for the specified time period. As illustrated below in Figure 46, the operator can enter any desired filtering criteria in order to quickly obtain the targeted information requested.

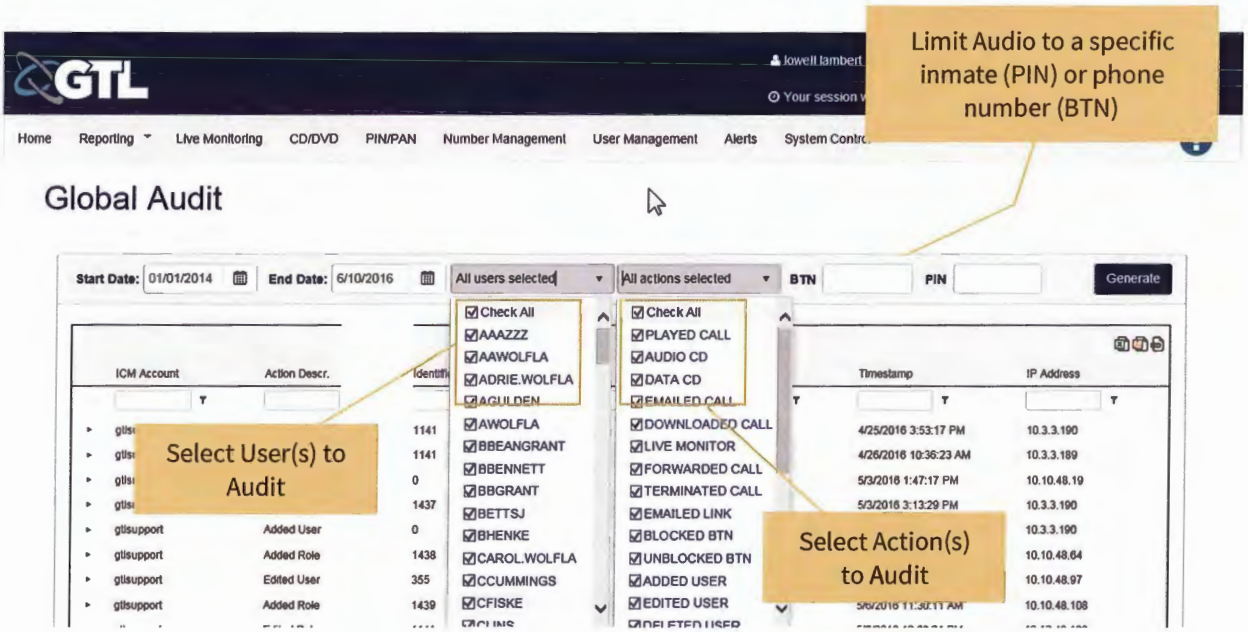


Figure 46 Filtering Criteria

In addition to global ad hoc audit, the user can also make use of pre-defined reports. Each of the pre-defined report options in the Auditing module provides a variety of information, depending on the type of audit desired:

- Audit Calls by User
- Audit Calls by Date Range
- Audit Blocked/Unblocked BTN by Date Range
- Audit Blocked/Unblocked BTN by Name
- Global Audit
- Hot Alerts Audit

Particular audit reports have multiple tabs, appropriate for the information provided. For example, the Audit Calls by User option displays eight (8) tabs, each for a different activity for the selected user:

Figure 47 Audit Report Tabs

Example: The Audit Calls by User function includes actions taken by a single user from the present day back to when that person's User ID was first assigned. The selected user's activities (if any) are displayed by clicking tabs across the top of the report: Played Calls, Audio CD, Data CD; Emailed Calls, Downloaded Calls, Monitored Calls, Forwarded Calls, and Terminated Calls. In each case the displayed report indicates when and where the action was performed. The following report in Figure 48 shows all Played Calls by the selected user.

Global Audit

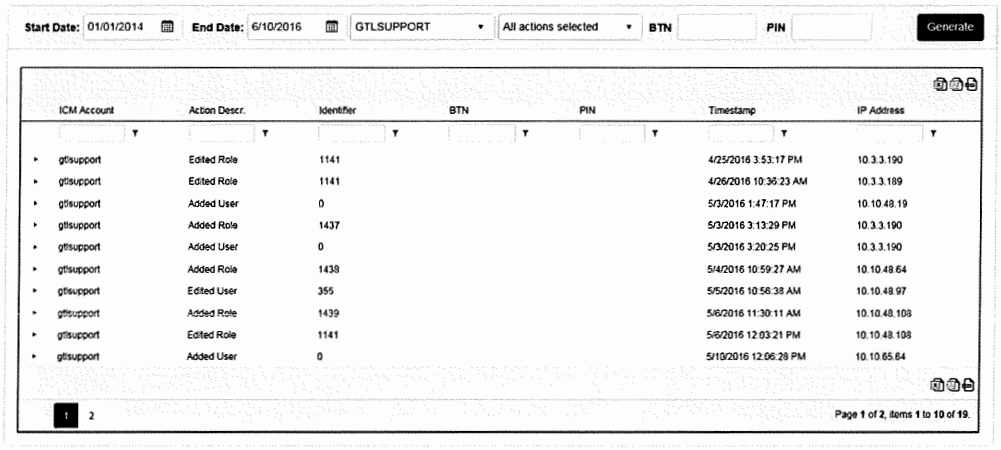


Figure 48 Sample User Activity Results

§

The Contractor's system must have a real time "Call Alert" feature. This feature will alert staff that a designated inmate is making a call, or that an inmate is placing a call to a designated telephone number. Explain methods for real time notification, NDCS prefers email alerts, or phone call alerts.

GTL has read, understands, and complies.

The current GTL ITS at NDCS already has alerts that were set up by authorized facility staff.

Alerts can be set for:

- the PIN used
- the BTN (called party) number
- the phone station itself

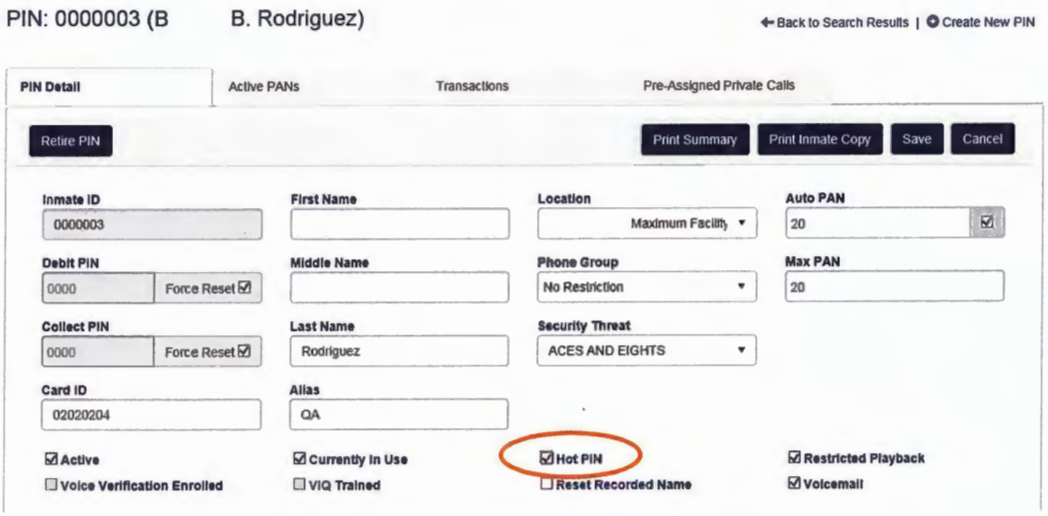


Figure 49 Set an Alert for a particular Inmate's PIN

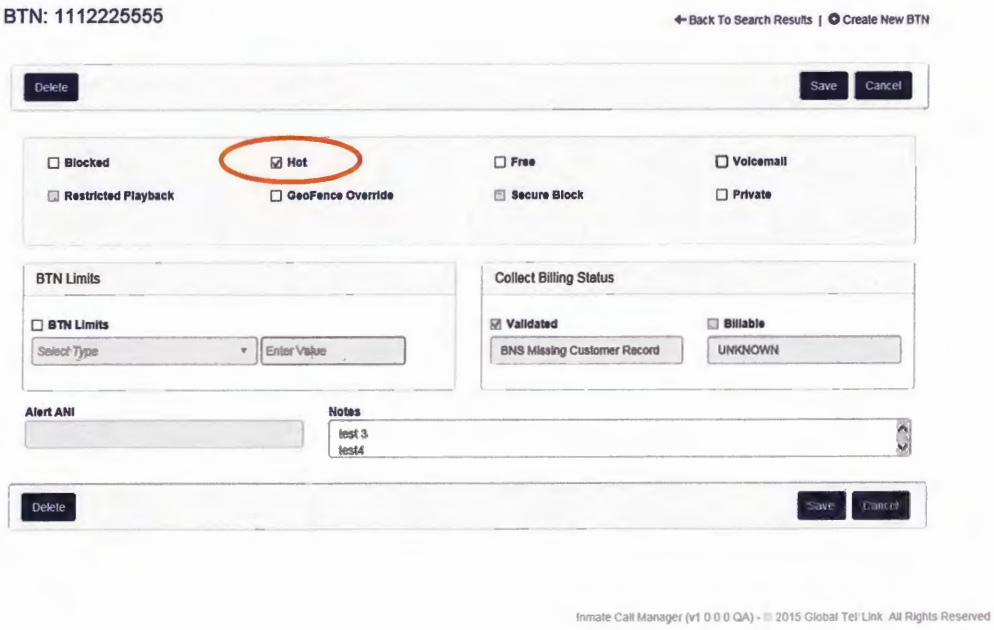


Figure 50 Set an Alert for a Called Party Number (BTN)

All three alert transmission methods include the option to send the alert to one or more people:

- Email
- SMS (Text Message)
- Phone

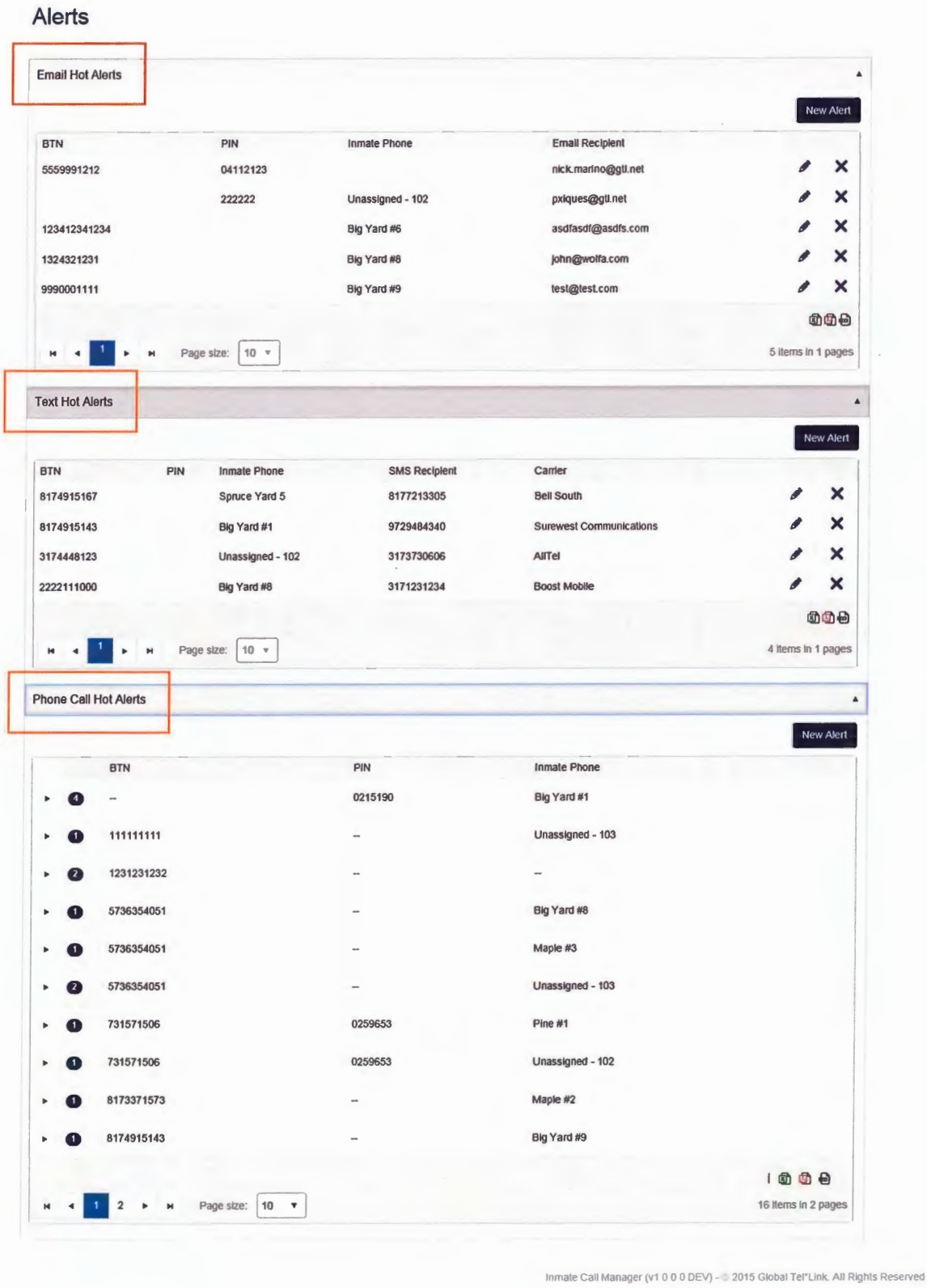


Figure 51 Managing Alerts by Email, SMS Text, or Phone Call

When using the Phone alert, the alerted officer(s) have the option to immediately access and listen to the live conversation.

- A valid secure log-in password is required to set an alert.
- When an alert is sent, the investigator (or other designated person) to whom the call is forwarded can listen to the live conversation.
- A sequence of numbers can be set up to provide "find and follow" sequence until a number is answered.

When a call is sent to an investigator's telephone, if desired by NDCS, he or she may be required to enter an authorized security code in order to immediately access and listen to the live conversation. The investigator can listen live via mobile phone without the inmate's knowledge.

An investigator's access to a call-in-progress, whether from a phone, the system workstation, or remote computer, is silent. Neither the inmate nor the called party will be aware that the investigator has joined the call. However, the investigator monitoring an inmate's conversation has the option to cut-in and talk to each party, and/or terminate the call, from his/her phone, workstation, or remote computer.

§

System security should be available at varied levels of system access. Explain how your system restricts access to particular features or programs based on NDCS/YRTC user login. Contractor should identify various inmate data sets which may be restricted by user level.

GTL has read, understands, and complies.

From the User Management Screen, users with administrator-level access are able to add, edit and remove user accounts as well as assign roles to each user account. Pre-set security roles can be assigned to users requiring different access levels, or roles may be created specifically for an individual user.

User Management

The User Management button on the ITS dashboard provides access to user management tools.

The ITS User Management screen provides options for authorized NDCS personnel to Add New Users to the system, define New Roles (sets of access permissions), edit previously defined Roles, or edit the Role of a selected user.

A Role might grant permission to access only one feature or multiple features.

Roles can include specific tasks such as:[1]

- Add BTN
- Advanced Reporting
- Burn CD
- Disable PAN Editing
- Forward Calls
- Live Monitoring
- Mark BTN Private
- Modify User Settings
- Playback Recorded Calls
- Run Reports
- Terminate Calls

Figure 52 User Tools

Only those with administrator-level access are able to create and assign roles. The administrator may create a Role to be assigned to multiple users who are expected to perform the same ITS functions. Alternately, a unique Role can be defined and assigned to a single user.

Figure 53 Administrative Role Permission Settings

To allow or disallow feature-access for a user *or group of users*, an authorized administrator can use the on/off toggle next to the feature groups listed on the Add or Edit Roles screen.

All access to the inmate telephone system is **tracked in a log** that shows the user login name, the IP address of the PC used to access the system, actions taken, and the date of the actions. Only those users with administrative privileges are able to see these logs.

[1] *For proprietary reasons, only a few of the assignable functions are listed.*

§

Cellular and IP telephones present a security concern and need to be identified. The bidder must state in their RFP response, how their system will identify calls placed to cellular and IP phones, flag all call detail and recordings on said phones, and have the capability of real time notification including the method of notification.

GTL has read, understands, and complies.

We understand the concern of the NDCS for the safety and security of NDCS facilities. That is why we developed our Phone IQ™ and Location IQ™ features as integrated components of our ITS user interface.

GTL will provide authorized NDCS staff with the ability to view flagged calls placed to cellular and IP phones with our GTL Phone IQ feature. With GTL **Phone IQ**, an indicator is shown revealing the device type used to receive the call. The device type receiving the call is indicated in the BTN fields within the Call Monitoring and Call Detail Records screens. The indicator shown on each of the screens will show the device as a cell phone, land line or unknown device type.

Table 4 Phone Type Icon Definitions

Icon	Phone Type
	Unknown – The system could not determine the phone type.
	Landline – The system detected the BTN number as a landline.
	Cell Phone - The system detected the BTN number as a cell phone.

When searching for call recordings in the Call Detail Records screen the authorized user is able to apply a checkbox at the bottom of the screen. When checked, the Call Detail Results will only return CDRs where the Bill to Number has been indicated as a Cell Phone.

Call Detail Reporting: Phone type icons will only be displayed on the Call Detail Results screen as shown in Figure 54. The Phone Type indicator will *not* be displayed on the printed CDR report.

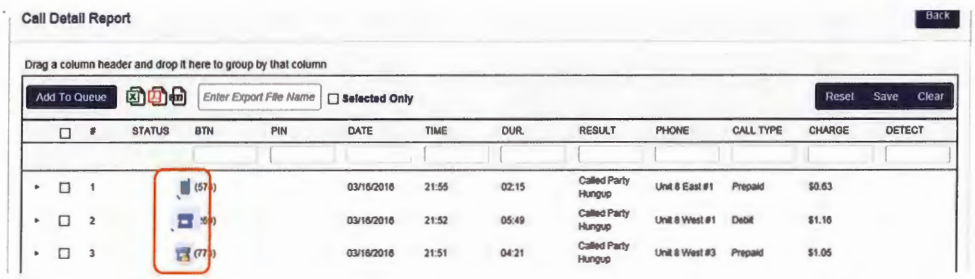


Figure 54 CDR Screen with Phone IQ icon indicator

Live Monitoring: The Phone Type indicator will be displayed on the left-hand side of the BTN number on the Live Monitoring screen as shown in Figure 55.

Figure 55 Live Monitoring Screen with PhoneIQ Indicator

With **Location IQ**, NDCS investigators are provided a map showing the location of the phone in a readily accessible and usable format through the GTL ITS platform's graphical user interface. Location IQ™ allows authorized NDCS users to select the facility and define a GeoFence perimeter around that facility. Calls from the GTL ITS to cell phones within the GeoFence boundaries may be blocked. Users may establish a GeoFence perimeter around the facility from 0.5 to 10 miles and add *an email alert to be notified* when a call is placed to a cell phone that has crossed a GeoFence boundary. Multiple GeoFences may be established.

Taking Cell & IP Phone Calls One Step Further – Inmate to Inmate Call Detection

GTL understand the security concern and need to identify calls being placed from NDCS. GTL's **Called Party IQ™** brings state-of-the-art investigation capabilities to NDCS for detection of inmate-to-inmate telephone calls via a centralized multi-way call detection technology. Because GTL services over 50% of the inmate population in the United States, any and all calls processed by that population would be required to validate through our Centralized Universal Call Validation Software. This validation step affords GTL's clients the ability to identify, in near real-time, any call that is already in progress to the same phone number or BTN being dialed by their resident/inmate. Should an event occur, the validation

environment sends a token to the 1st Dialing Platform and to the 2nd Dialing Platform so that both Call Detail Records are flagged. Subscribers are able to view the name of the other agency from where the 2nd call was placed.

A Called Party IQ search filter is able to be set by authorized users in the CDR Reporting screen when looking for calls placed simultaneously to the same BTN.

Figure 56 Setting a Called Party IQ Filter

GTL strives to provide solutions that enhance security and promote investigative results. Although finding calls made from multiple client locations is important, it is vital to provide the safety and security of your staff by ensuring that the calls from within the same facility are not processing. These internal calls are more indicative of security threats as well as potential organizational efforts to communicate within the facility. To combat these threats, GTL includes the capability to completely deny calls to phone numbers that already have a call in process to them, while still identifying those attempts for further review by investigative staff.

The Called Party IQ process is a ***Live Call Event*** tool used to analyze call records and recordings when two or more inmate calls are made simultaneously to one destination number. Unlike Called Party IQ, similar products of 3rd party applications are post call production based forcing investigators to wait as much as a day for results. GTL Called Party IQ has the ability to see these events in the Live Monitoring screen.

With **Location IQ**, NDCS investigators are provided a map showing the location of the phone in a readily accessible and usable format through the GTL ITS platform's graphical user interface. Location IQ™ allows authorized NDCS users to select the facility and define a GeoFence perimeter around that facility. Calls from the GTL ITS to cell phones within the GeoFence boundaries may be blocked. Users may establish a GeoFence perimeter around the facility from 0.5 to 10 miles and add *an email alert to be notified* when a call is placed to a cell phone that has crossed a GeoFence boundary. Multiple GeoFences may be established.

Notifications / Alerts

The GTL ITS generates two types of alarms: Hot Number Alerts and System Alerts. A Hot Number alert notifies an officer or facility administrator, via an automatic email, pager or phone call, that an inmate has dialed a hot number or that an inmate with a hot PIN has dialed any number. A system alert is generated and automatically transmitted to GTL any time the system's continuous self-diagnostic routines detect a problem or potential problem. A system alert is sent to GTL in the form of an email and is simultaneously displayed as an alarm on the Site Monitor in the Technical Support department.

Advanced Investigative Data Analysis – Proactive Reporting Analysis

Turn Raw Data into Actionable Intelligence

Have a problem determining how contraband is entering your facility? Do you find value in identifying associations between offenders and the outside world? Are you interested in identifying individuals who are funding multiple offenders?

GTL Data IQ® brings simple solutions to complicated challenges by offering pre-built search queries and easily understood link diagrams, not only for NDCS facilities, but to law enforcement partners. "A picture is worth a thousand words" is never more evident than when presenting a case to the prosecuting attorney, who can easily follow the explanation while reviewing a visual diagram of activities. Continue reading for a detailed explanation of how we accomplish this with our best of breed intelligence solution, GTL Data IQ.

Correctional facilities generate tremendous amounts of unanalyzed, raw data, not only critical to the safety and security of a facility, but also critical to the successful rehabilitation of offenders. This un-mined data could be used reactively by investigators to solve current crimes or proactively by investigators and administrators to help predict and prevent crimes before they actually occur.

Whether reactive, or proactive, the challenge for facilities nationwide is harnessing the power of data sources maintained by partners like GTL and incorporate disparate data sources from within the facility.

GTL CUSTOMERS RELY ON THE TIME SAVING CAPABILITIES OF GTL DATA IQ

"Prior to GTL Data IQ, our investigators had to manually query multiple data sources, which was very time consuming and labor intensive. However, with the implementation of GTL's Data IQ solution, investigators now have the ability to strategically mine data in a way that is more efficient, effective, and accurate. Mining and reviewing data in a visual diagram within GTL Data IQ has become a critical step in our investigative process. GTL has proven to be an intelligence partner by hiring experienced analysts to implement, support, and provide training of its' capabilities."

- Kurt Bensheimer, INDOC, Deputy Chief of Security Threat Group Operations

Reactive Analysis

From a reactive approach, GTL Data IQ allows investigators to condense what has historically taken hours or days of critical intelligence gathering and link analysis, into a matter of seconds or minutes. With a few clicks of a mouse investigators quickly have a 360° view of an offender by bringing together data warehoused by GTL

The image below depicts the result of an offender found in possession of heroin within a facility. The possession case aside, the bigger question posed to investigators is where the breach in security is located that allowed for the trafficking of the narcotics into the facility. With GTL Data IQ investigators are quickly able to identify the suspected offender's network; providing investigators with calls to be monitored, subjects to be interviewed, and cells to be searched. Not only does this aid NDCS investigators in identifying additional suspects, but it is also critical for administrators to identify if they have an isolated incident within the facility, or are they faced with an epidemic that may require additional resources or varying strategies.

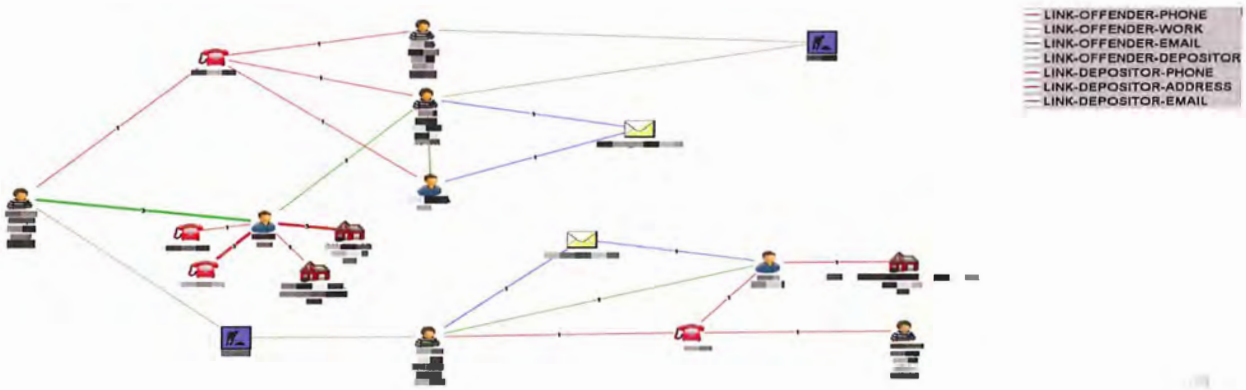


Figure 57 Suspected Offender's Network

As an investigator reviews the resulting diagram, the need often arises to review the details that lead to the association. With GTL Data IQ the details of an association between two objects are easily obtained by clicking the line connecting the objects. For example, clicking the green line connecting an offender to a depositor displays the financial transaction data that resulted in the association.

Permission Levels

Knowing there is often a need to limit certain data sources based on the "right to know, need to know" philosophy, **GTL Data IQ** provides Access Control List (ACL) controls to each individual model, allowing facilities to establish different models for different groups within their facility(s). For example, a facility may have an internal affairs group that wishes to incorporate staff data, while the STG investigators may have limited interest or lack the right to know of this data source. This functionality allows various groups to get the most value from GTL Data IQ.

Ease of Use

Recognizing the varying degrees of user experience and desired functionality, GTL Data IQ provides a user friendly configurable GUI interface, designed to meet the needs of today's corrections professionals. Included within the application are configurable user profiles that can meet the needs of the basic user with a simplified toolbar, as well as the needs of the experienced analyst desiring to utilize full functionality.

Figure 58 User-Friendly and Easily Configurable Interface

In addition to managing profiles, GTL will set up the user interface with pre-established analysis and reporting queries based on the facility requirements. These pre-established queries are in the form of a **'easy buttons'** so that investigators will only need to select the button once and the powerful analytics will begin immediately making it easy for NDCS to retrieve critical information for analysis.

Figure 59 "Easy" Buttons

These models established based on NDCS specific needs and what NDCS wants to see. This easy button process is created at the time of implementation and throughout the life of the contract as new buttons are required.

Have data sources that need to be manually updated such as Cellebrite forensic cell phone data? The data from the Cellebrite UFED device forensic report is easily imported into GTL Data IQ by using the Data Load Desktop. Through the Data Load Desktop feature, an investigator can perform analysis on the data in these data files. The Data Load Desktop will digest the records exported by the Cellebrite device in a text (.csv) or MS Excel (.xls or xlsx) format. GTL Data IQ will also be able to handle other external data source formats if needed by NDCS.

Additionally, the Data Load Desktop resource can be shared among NDCS users. By default, all NDCS users can access any resource loaded and stored in the "All User desktop" and only

the specific user will be able to access resources that they load into their desktop. Individuals may share resource loads into their personal desktop with all other users or specific users.

Benefits

The benefits NDCS may realize through implementation of our proposed GTL Data IQ solution include:

- Generate actionable intelligence from vast amounts of raw data
- Reduction in valuable time spent investigating suspicious activities
- Discovery and disruption of inmate-based criminal ventures
- Identification of richer corrections intelligence information to inform internal and external investigations
- Assimilation of valuable information to support successful inmate re-entry
- Expose virtually any type of pattern or connection can be exposed in the collected data including
    - Suspicious patterns
    - Tight networks (discrete)
    - Calls between inmate
    - Third party calls
    - Three-way calls
    - Local calls
    - Intra-correctional calls
    - Calls to correctional officers
    - Calls to other inmate families
    - Calls to known Security Threat Group members
    - Calls to legal representation and many more.

GTL Data IQ is offered exclusively by GTL which no other provider can offer to NDCS. This GTL data only version of our investigative solution provides vast capabilities unmatched by any other provider.

§

Bidder must identify any capability or technology they have that might identify calls to cellular phones and their proximity to the correctional facility when calls are in progress.[2]

[2] As per Addendum Eight for Q&A Round 2, Item #31, dated June 2, 2016

~~**Bidder must identify their capability to provide technology allowing the facility to terminate the cell signal when signal is within a specified distance from the facility, and alert NDCS/YRTC staff.**~~

GTL has read, understands, and complies.

By using Location IQ, NDCS investigators and authorized personnel have the ability to more efficiently and accurately identify the location of a mobile device that has accepted a call from your facility, offering both latitude/longitude coordinates and proximity to the given facility. In order to create more actionable intelligence for NDCS, Location IQ uses powerful and accurate Carrier Tower and GPS location based services to access a called party's location regardless of the network or device type.

Location IQ™ – Location Based Services

User Friendly and Efficient Operation - Through the GTL ITS platform's graphical user interface, NDCS investigators are provided a map showing the location of the phone in a readily accessible and usable format. As an added control feature, protocols can be implemented so that if a specific call is within a pre-established perimeter of the facility, the call can be blocked from connecting. Alternatively, investigators have the option of allowing the call to continue while monitoring and recording the call in real time.

Features Include:

- GEO Coding and Mapping
- User Defined Adjustable GEO Fencing
- Notifications
- On-demand cell phone locations.*

Figure 60 GeoFence Illustration

Location Based Services

Location IQ allows authorized NDCS users to select the facility and define a GeoFence perimeter around that facility. Calls from the GTL ITS to cell phones within the GeoFence boundaries may be blocked. Users may establish a GeoFence perimeter around the facility from 0.5 to 10 miles and add an email alert to be notified when a call placed to a cell phone that has crossed a GeoFence boundary. Multiple GeoFences may be established.

---

* Court order may be required

Call Detail Reporting

When Location IQ is enabled for an NDCS facility, users will be able to select the BTN link on the Call Detail Reporting Results screen to display the **Reverse Lookup** screen. The approximate locations of the called party's phone can be shown from the start of the call to the end of the call.

Live Monitoring

The Live Monitoring module provides Location IQ information about the calls in progress using the Reverse Lookup screen.

Number Management

Authorized NDCS users can flag a number for GeoFence Override in the Number Management module. If the GeoFence is set to block, any phone number set to GeoFence Override will be allowed to receive the call within the GeoFence boundary.

§

System must have the capability to provide detailed reports as defined by the NDCS/YRTC, to include but not be limited to:

a. **Number of calls completed by institution**

b. **Number of calls to a specific number**

c. **Number of calls by a specific inmate**

d. **Number of terminated calls, including detailed reasons**

e. **Number of calls per gallery**

f. **Number of calls monitored by NDCS staff and institution, etc.**

GTL has read, understands, and complies.

The ***Advanced Reports*** button on the ITS dashboard opens the Advanced Reports screen.

Advanced Reports draw information from various ITS databases to allow authorized staff to track, analyze, and audit inmate phone usage, call revenue, debit system transactions, user access of the system, changes made to system settings, and overall system performance. Advanced reports include those for:

- ***Call Statistics (and Revenue):*** Multiple reports that provide statistical (count) and revenue information related to all or specified types of inmate calls.

- ***Debit System Information:*** Multiple reports that provide information about inmate debit accounts and related transactions. See Figure 62.

- ***Inmate Information:*** Multiple reports that relate to different aspects of inmate calling, for example, Inmate Phone List (PAN) Report, Shared Destination BTN Report, and so forth. See Figure 61.

- ***Diagnostics:*** Multiple reports that provide information about system performance, for example: counts and percentages of completed and incomplete call attempts relative to trunk lines or inmate phones.
- ***Auditing:*** Multiple reports that allow administrators to track all system logins and activities by all or specific users and/or by specific tasks performed.

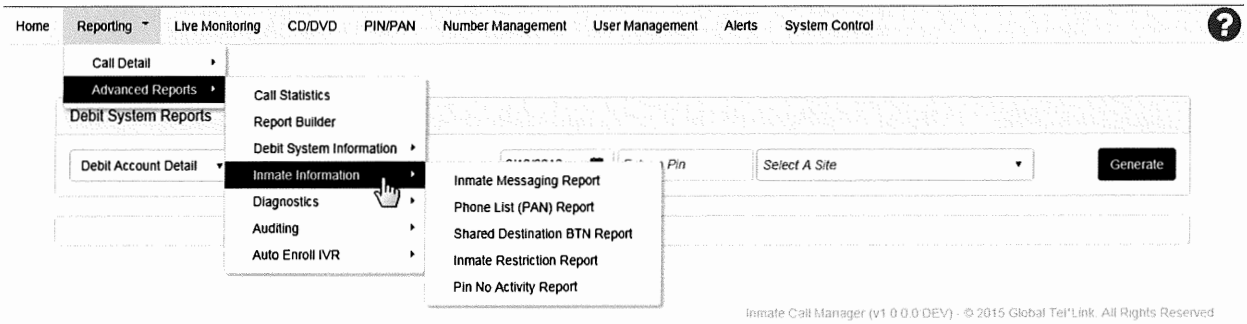


Figure 61 Choose Reports about Individual Inmates

A few examples of useful reports available:

- List of calls made by a specified inmate by time and date
- List of calls made by inmates with alerted PINs during a specified time period
- List of numbers called by more than one inmate
- List of all inmates in the facility
- List of inmates released and removed from the inmate telephone system.
- List of all inmates that are allowed to call a particular number
- List of all inmates who have called a particular number during a specified period.
- List of inmate accounts transferred in or out of a facility during a specified period
- List of inmate telephone accounts added during a designated period
- List of inmates whose calling privileges have been suspended
- List of inmates that have made more than a specified number of calls during a specified time period.

- List of inmates that have made calls totaling in excess of a specified number of minutes during a specified time period.
- List of numbers on the allowed list of one inmate, or all inmates. Includes all the

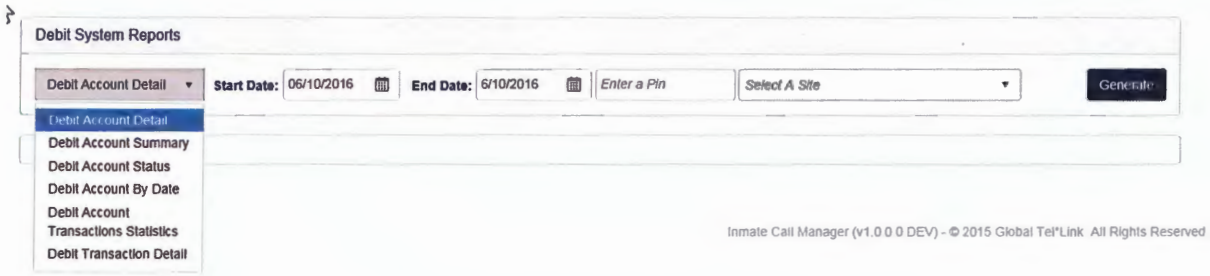


Figure 62 Detailed Reports from the Debit System Information

parameters for that number (do not record, free, etc.)

- List of numbers on the allowed list of more than one inmate.
- List of numbers called by more than one inmate during a designated period.

Sample Reports

A few representative reports are shown on the following pages.

Figure 63 Call Statistics by Date Range

Standard Summary Report Back

DATE	CALLS	MINUTES	REVENUE	MIN./CALL	REV./CALL
03/01/2016	457	3,818	$798.17	00:08:21	$1.74
03/02/2016	460	3,906	$816.10	00:08:29	$1.77
03/03/2016	475	4,210	$904.36	00:08:51	$1.90
03/04/2016	472	3,944	$825.89	00:08:21	$1.74
03/05/2016	591	5,231	$1,099.94	00:08:51	$1.86
03/06/2016	498	4,386	$915.17	00:08:48	$1.83
03/07/2016	410	3,562	$745.45	00:08:41	$1.81
03/08/2016	424	3,653	$759.82	00:08:36	$1.79
03/09/2016	504	4,285	$951.62	00:08:30	$1.88
03/10/2016	520	4,403	$926.26	00:08:28	$1.78
TOTAL:	7,528	65,331	$13,769.00	00:08:40	$1.82

1 2 Page size: 10 16 items in 2 pages

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Figure 65 Total Calls Report

Call Statistics Start Date: 03/01/2016 End Date: 6/10/2016 MIDOC-LMF Alger Maximum Facility Update

Graph Data

TYPE	TOTAL
Admin. Blk	0
Billing Blk	0
Blocked	0
Busy	0
Calls Played	0
Complete	0
Energy	137
Incomplete	0
Invalid Pan	0
Invalid Pin	0
No Answer	0
No Funds	0
No Rate	0
No Trunk	0
Refused	0
Sit Tone	0

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Figure 64 Fraud/Velocity Report

The number of attempts to place third-party calls that are detected and clocked by the system is included in the ITS Call Statistics Report as Energy Detected Calls.

Phone List (PAN) Report

Start Date: 03/01/2016 End Date: 6/10/2016 PAN Threshold 5 MIDOC-LMF Alger Maximum Facility Generate

PHONE#	FIRST NAME	LAST NAME	ADDRESS	CITY	STATE	ZIP	PRIVATE
8174915144	Test	Tester					No

PIN	FIRST NAME	LAST NAME	RELATIONSHIP	ACTIVE	DESCR.
0000000			Other	0	test
0000000			Other	0	test
555555		Thumb	Other	1	

1 2 Page size: 10 1 items in 1 pages

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Figure 66 Calling List (PAN) Report

Frequently Used Summary Report

Back

Details	BTN	FREQUENCY	FIRST DATE/TIME	LAST DATE/TIME
	5745147992	213	03/01/2016 21:26	03/16/2016 21:55
	6164223440	155	03/01/2016 09:30	03/15/2016 21:38
	5864806777	88	03/01/2016 14:08	03/16/2016 20:59
	2693298735	81	03/01/2016 20:51	03/16/2016 21:50
	3139194771	78	03/01/2016 12:56	03/15/2016 19:05
	3136056944	75	03/01/2016 13:09	03/16/2016 18:58
	3139579340	74	03/01/2016 11:22	03/16/2016 12:17
	3134613287	70	03/03/2016 21:22	03/16/2016 21:05
	7342921783	69	03/01/2016 13:49	03/16/2016 18:02
	7342164291	66	03/01/2016 11:40	03/16/2016 21:40

1 2 3 4 5 Page size: 10 47 items in 5 pages

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Figure 67 Frequently Called Numbers

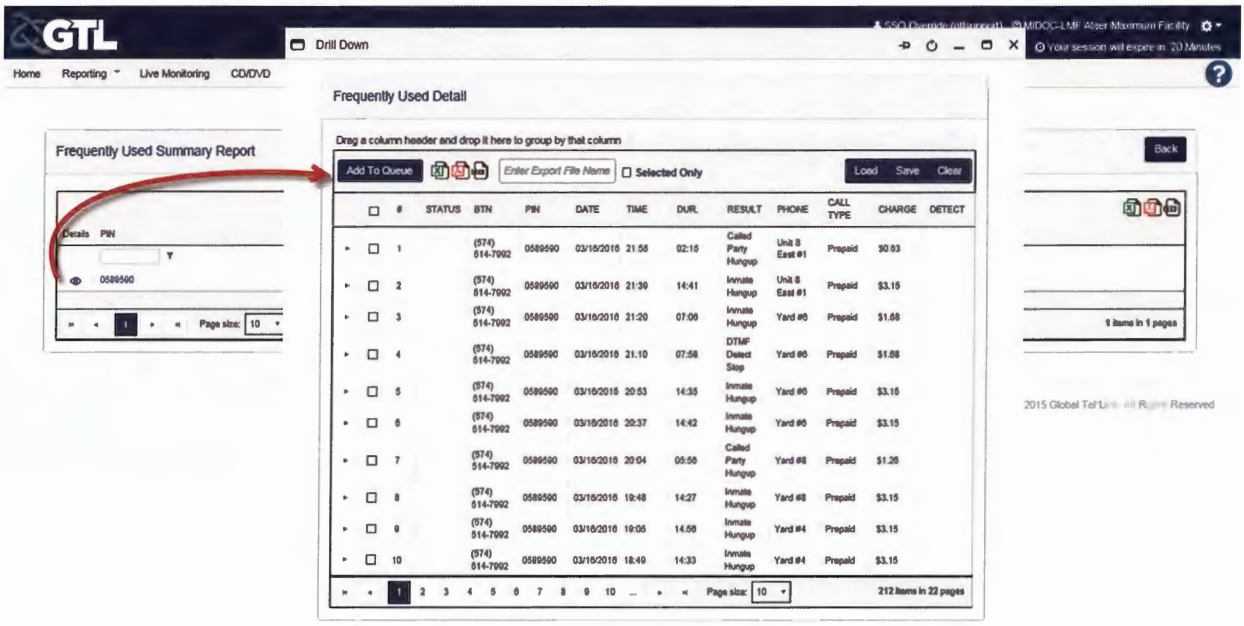

Figure 68 Frequently Used PINs

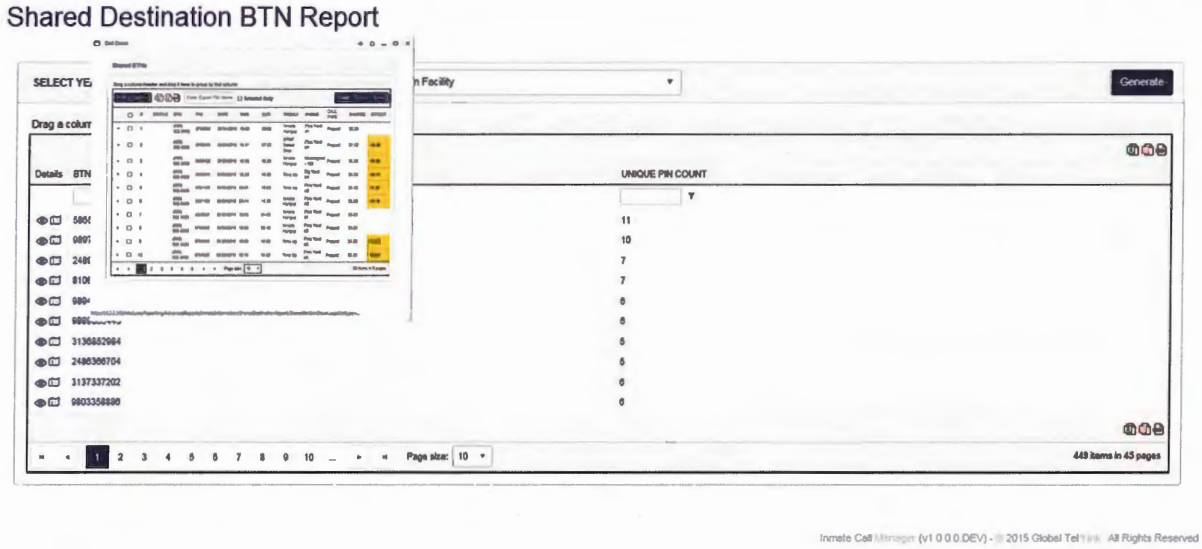

Figure 69 Commonly Called Numbers

Shared Destination BTN Called Number Statistics Report. Showing if one destination number is called by multiple inmates.

BTN Search

Create New BTN

Search Criteria

Search Results

BTN	Blocked	Secure Block	Free	Private	Hot	Limits	Last Call	Notes
							20130904	
#*#0000000							20121114	
#012778939							20130704	
#062010801							20120602	
#063566981							20111212	
#064281628							20130313	
#064289907							20121125	
#064403438							20130606	
#064500930							20120818	
#065236280							20121110	

1 2 3 4 5 6 7 8 9 10 ... Page size: 10 686497 items in 68650 pages

Figure 71 Called Party/Number Accepting Report: Non-Blocked Numbers

Phone Usage

Start Date: 03/01/2016 End Date: 6/10/2016 MIDOC-LMF Alger Maximum Facility Generate

Drag a column header and drop it here to group by that column

PHONE	DESCR.	COMPLETED	INCOMPLETE	COMPLETION RATE
101	Big Yard #1	0	0	0 %
102	Unassigned - 102	0	0	0 %
103	Unassigned - 103	0	0	0 %
104	Big Yard #9	0	0	0 %
105	Big Yard #6	0	0	0 %
106	Big Yard #8	0	0	0 %
107	Big Yard #12	0	0	0 %
108	Big Yard #2	0	0	0 %
109	Unassigned - 109	0	0	0 %
110	Big Yard #4	0	0	0 %

1 2 3 4 5 6 7 8 Page size: 10 72 items in 8 pages

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Figure 70 Phone Usage Report

Call Summary Report Back Print

First Name:	Last Name:	Start Date (Time): 03/17/2014	End Date (Time): 03/27/2014
Phone:	Bill to Number:	PIN:	Active PIN only:
Min Duration:	Max Duration:	Call Type:	Completion Status: All Calls
Stop Reasons:		HOT status record only: No	Private status record only: No
Call Band:			
Report Date: 3/27/2014 1:43:02 PM		Run By: Tech Support	Site Name: All Sites

DATE	CALLS	MINUTES	REVENUE	MIN./CALL	REV./CALL
03/17/2014	13600	56911:31	$8,218.56	04:11	$0.60
03/18/2014	15228	60082:33	$9,002.40	03:56	$0.59
03/19/2014	13913	62125:28	$8,733.84	04:27	$0.62
03/20/2014	14041	62956:12	$9,363.79	04:29	$0.66
03/21/2014	14515	60304:00	$9,383.17	04:09	$0.64
03/22/2014	16038	70849:19	$10,556.55	04:25	$0.65
03/23/2014	15445	74004:50	$11,036.50	04:47	$0.71
03/24/2014	12132	52424:14	$8,019.59	04:19	$0.66
03/25/2014	14190	59427:26	$8,816.55	04:11	$0.62
03/26/2014	13614	62072:04	$9,362.80	04:33	$0.68
03/27/2014	3198	9771:59	$1,525.20	03:03	$0.47
Total	145910	630929:36	$94,018.95	04:19	$0.64

Figure 73 Gross Revenue by Date Range

Call Detail Report Back

Drag a column header and drop it here to group by that column

Add To Queue | Enter Export File Name | Selected Only | Reset Save Clear

#	STATUS	BTN	PIN	DATE	TIME	DUR.	RESULT	PHONE	CALL TYPE	CHARGE	DETECT
1	E	(313) 283-0186	0461363	03/31/2015	23:52	14:49	Called Party Hungup	Spruce C Left	Debit	$2.88	12:42
2	E	(313) 283-0186	0461363	03/31/2015	23:38	14:33	Inmate Hungup	Spruce C Left	Debit	$2.88	02:48
3	E	(313) 283-0186	0461363	03/31/2015	23:21	14:24	Inmate Hungup	Spruce C Left	Debit	$2.88	01:57
4		(317) 628-6924	0816246	03/31/2015	22:54	07:12	Inmate Hungup	Spruce C Right	Debit	$2.09	
5	E	(810) 620-6842	0461363	03/31/2015	22:53	14:55	Inmate Hungup	Spruce C Left	Debit	$2.88	02:31
6		(714) 396-6969	0858956	03/31/2015	22:52	08:00	Inmate Hungup	Spruce D Right	Prepaid	$1.68	
7		(260) 365-5906	0263626	03/31/2015	22:45	12:48	Inmate Hungup	Spruce A Left	Prepaid	$2.60	
8		(313) 409-3237	0366095	03/31/2015	22:42	15:00	Time Up	Spruce D Left	Prepaid	$3.00	
9		(317) 628-6924	0816246	03/31/2015	22:38	14:05	Inmate Hungup	Spruce C Right	Debit	$3.91	
10		(714) 396-6969	0858956	03/31/2015	22:36	14:50	Inmate Hungup	Spruce D Right	Prepaid	$3.15	

1 2 3 4 5 6 7 8 9 10 ... Page size: 10 20406 items in 2041 pages

Figure 72 Call Detail Report for Accepted Calls

Shows Telephone Numbers (BTN) that Accepted Inmate Calls.

SENSITIVE LIMITED OFFICIAL USE

Call Attempts by Facility Report

Saved Report Name: Report Generated: From: 06/06/2016 0:00:00

Report Created By: Tech Support To: 06/10/2016 23:59:00

	BILLING TYPE	RESULT	COUNT	DURATION (Min.)	AMOUNT
FACILITY					
	AdvancePay OneCall	Accepted	157	1616 Min. 20 Sec.	$472.53
	AdvancePay OneCall	Unanswered	180		$0.00
	Collect	Accepted	112	503 Min. 06 Sec.	$167.55
	Collect	Refused	4		$0.00
	Collect	Unanswered	3,454		$0.00
	Courtesy Marketing	Refused	40		$0.00
	Courtesy Marketing	Unanswered	4,483		$269.00
	Debit	Accepted	3,710	15502 Min. 11 Sec.	$5,226.04
	Debit	Refused	42		$0.00
	Debit	Unanswered	12,102	00 Min. 43 Sec.	$0.00
	Free	Accepted	498	1490 Min. 32 Sec.	$0.00
	Free	Refused	8		$0.00
	Free	Unanswered	629		$0.00
	NetCard	Accepted	5	09 Min. 23 Sec.	$3.30
	NetCard	Unanswered	55		$0.00
	PIN Transfer	Unanswered	19		$0.00
	Prepaid	Accepted	1,797	14156 Min. 01 Sec.	$4,334.73
	Prepaid	Refused	7		$0.00
	Prepaid	Unanswered	2,017		$0.00
	Visitation	Accepted	745	3430 Min. 14 Sec.	$0.00

Figure 74 Facility Totals and Statistics

Rate Summary Report

Back

CALL TYPE

RATE TYPE	CALLS	MINUTES	REVENUE	MIN./CALL	REV./CALL
CALL TYPE:					
InterLata	1	8	$1.62	00:08:01	$1.62
	1	8	$1.62	00:07:49	$1.62
CALL TYPE: COLLECT					
Local	1	2	$0.60	00:02:45	$0.60
InterLata	353	3,678	$760.00	00:10:25	$2.15
InterState	47	520	$124.20	00:11:04	$2.64
	401	4,200	$884.80	00:07:49	$1.90
CALL TYPE: COURTESY					
Local	1	1	$0.00	00:01:00	$0.00
InterLata	404	361	$25.00	00:00:53	$0.06
InterState	76	69	$25.00	00:00:54	$0.32
	481	431	$50.00	00:07:49	$0.13
CALL TYPE: DEBIT					
Local	35	250	$51.03	00:07:08	$1.45
InterLata	6104	42,268	$8,596.90	00:06:49	$1.38
InterState	690	5,430	$1,486.62	00:07:52	$2.15
	6,919	47,948	$10,134.55	00:07:49	$1.66
Total:	20,405	159,727	$33,645.43	00:07:49	$2.27

1 2 Page size: 10 18 items in 2 pages

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Figure 75 Bill and Call Type Distribution Report

Call Detail Report

Back

Drag a column header and drop it here to group by that column

Add To Queue | Enter Export File Name | Selected Only | Reset Save Clear

#	STATUS	BTN	PIN	DATE	TIME	DUR.	RESULT	PHONE	CALL TYPE	CHARGE	DETECT
1		(313) 283-0186	0461363	03/31/2015	23:52	14:49	Called Party Hungup	Spruce C Left	Debit	$2.88	12:42
2		(313) 283-0186	0461363	03/31/2015	23:36	14:33	Inmate Hungup	Spruce C Left	Debit	$2.88	02:48
3		(313) 283-0186	0461363	03/31/2015	23:21	14:24	Inmate Hungup	Spruce C Left	Debit	$2.88	01:57
4		(317) 628-0924	0818246	03/31/2015	22:54	07:12	Inmate Hungup	Spruce C Right	Debit	$2.09	
5		(810) 620-6842	0461363	03/31/2015	22:53	14:56	Inmate Hungup	Spruce C Left	Debit	$2.88	02:31
6		(317) 628-0924	0818246	03/31/2015	22:38	14:05	Inmate Hungup	Spruce C Right	Debit	$3.01	
7		(999) 533-8948	0312235	03/31/2015	22:33	15:00	Time Up	Spruce A Right	Debit	$2.88	04:41
8		(313) 530-1820	0150492	03/31/2015	22:25	05:27	Inmate Hungup	Spruce B Right	Debit	$1.15	
9		(313) 530-1820	0150492	03/31/2015	22:23	00:09	Called Party Hungup	Spruce B Right	Debit	$0.19	
10		(317) 628-0924	0818246	03/31/2015	22:20	14:06	Inmate Hungup	Spruce C Right	Debit	$3.01	

1 2 3 4 5 6 7 8 9 10 ... Page size: 10 6934 items in 694 pages

Figure 76 Miscellaneous Fee Report

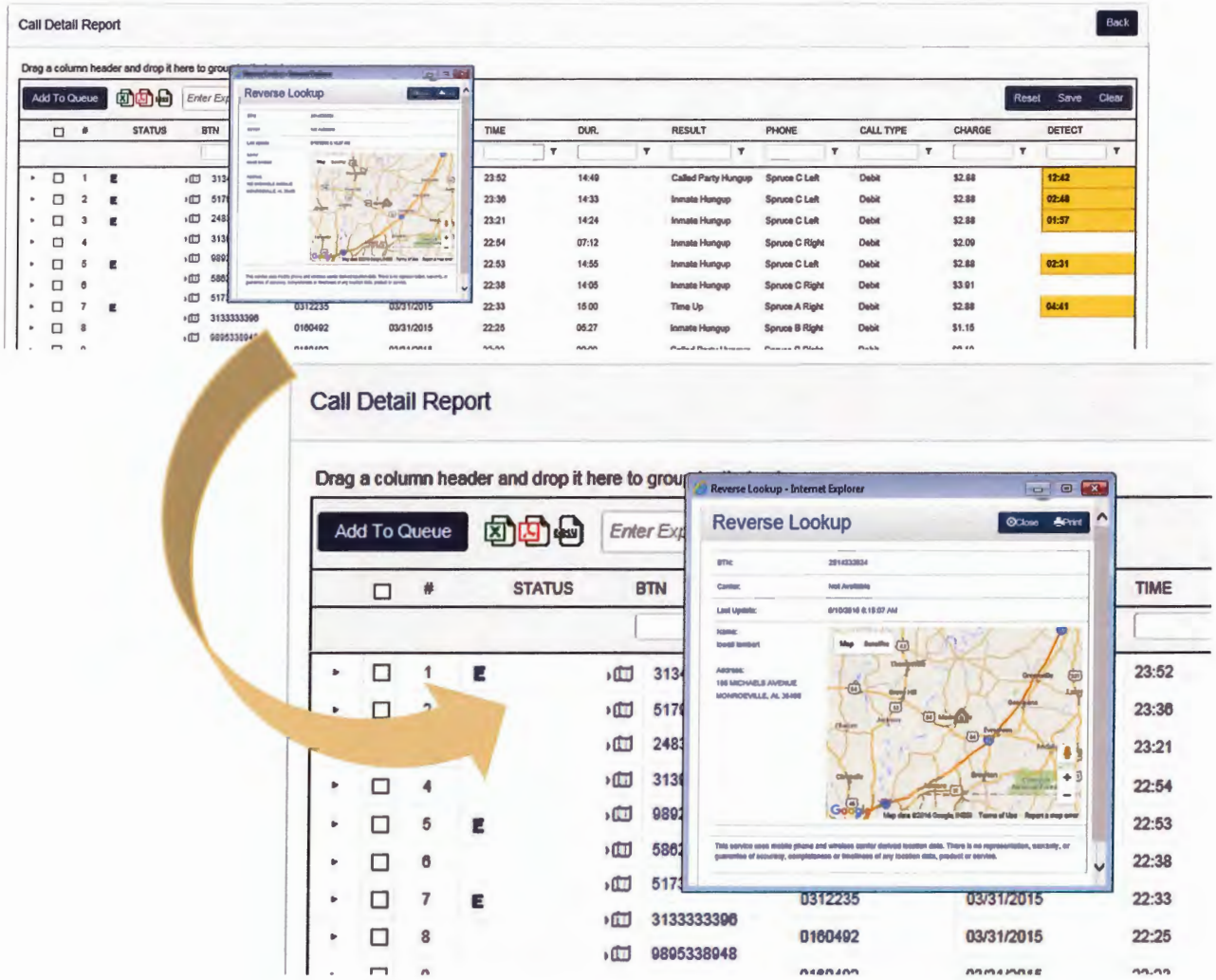


Figure 77 Reverse Lookup

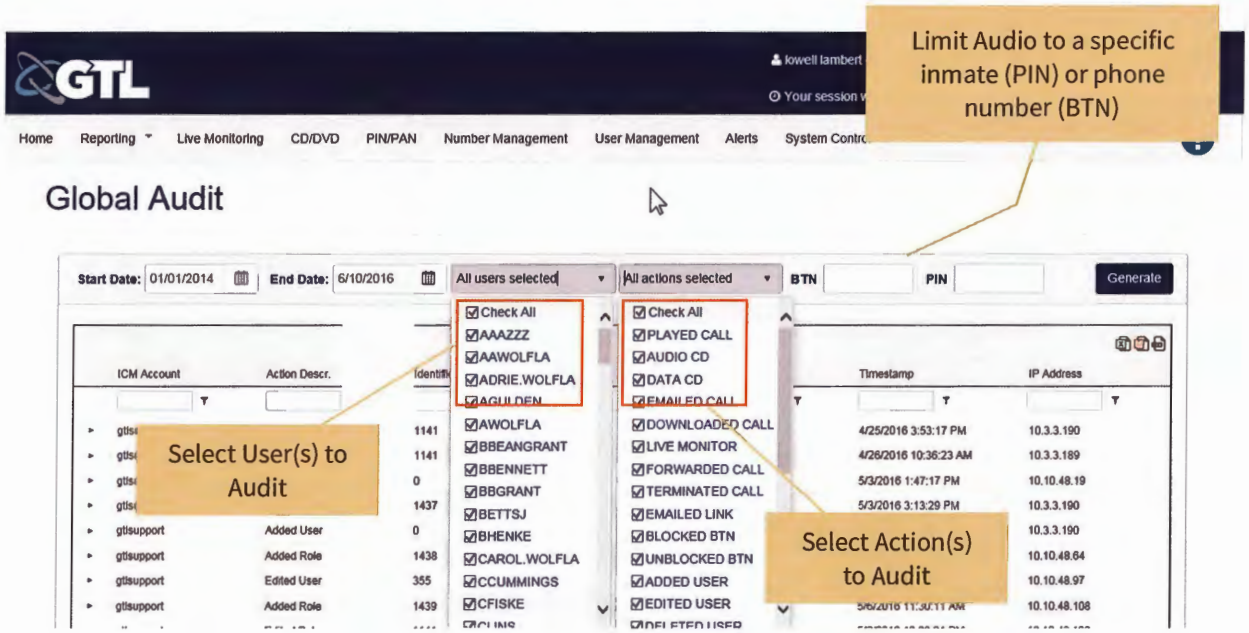


Figure 78 Global Audit: Select Users and Actions to Audit

§

The option for the NDCS/YRTC to utilize voice to text translation and voice recognition with specific word or phrase search capabilities.

GTL has read, understands, and complies.

GTL VALUE ADDED

GTL will provide NDCS/YRTC the ability to utilize both voice to text translation and voice recognition with specific words or phrase searches. GTL currently provides, at no cost to NDCS, our fully integrated word data-mining capabilities along with our ITS solution. Our **Integrated and Intelligent Keyword Search** application allows the recorded conversations of inmate calls to the outside world to be scanned automatically for specified keywords; alerting investigators of recordings that contain the words or phrases of interest.

Integrated Keyword Search

GTL will enable NDCS investigators to tap into the massive amounts of recorded audio communications at the fastest speeds, highest accuracy and with the most flexible deployment options. NDCS staff can now index large amounts of recorded audio from phone calls or computer voicemail making content instantly searchable.

By eliminating the need to translate speech to text, and then mining that text, GTL provides indexing speeds never before imagined.

GTL's fully Integrated and Intelligent Keyword Search can instantly search any spoken word, enabling the timely identification of relevant threats and trends, and empowering agencies to immediately respond with preventative, protective action. The patented phonetic search technology enables searches on proper names, inexact spellings, industry terms, jargons, slang and colloquialisms—all without extensive training, large dictionaries or vocabulary updates. Extensive language capabilities leverage the linguist by delivering highly accurate results regardless of the speakers' gender, age, dialect or accentor speaking style.

Our Keyword Search solution supports more than 35 languages and dialects. Language models are created with representative audio that provides a robust language recognition capability out of the box. Language support can also be further refined using extensible language tuning framework. Because the technology does not require a dictionary, new language capabilities can be developed relatively quickly.

Integrated Keyword Search Benefits

Greater Speed: Phonemes are the tiniest building blocks of language. Using these small bits enables faster processing of audio and the ability to find words and phrases within context without requiring complex and difficult-to-maintain dictionaries.

Greater Accuracy: New words, industry terms, blended words, proper names, slang, code words, brand names, and even the non-standard mixing of different languages are all easily processed with the phonetic approach.

Greater Flexibility: Because this technology is not dictionary-based, there is no need to train the system for dialects or accents. Additionally, GTL's fully integrated and intelligent Keyword Search is unaffected by unique speaking styles, jargon and even audio quality that can impact the performance and accuracy of text-to-speech methodologies, so you get what you need faster and with less impact on your resources.

Call IQ Keyword Search

GTL proposes our Call IQ® application, currently deployed at 28 correctional facilities controlling 50,000 inmates. Call IQ® has multiple alert capabilities with ability to detect and identify numbers or a sequence of numbers spoken by the inmate and called party. This is described below in our phonetic standards within Call IQ® that are second to none. Call IQ® is capable of converting recordings to text.

GTL has been awarded Patents 7,853,243, 8,488,756 and 7,853,243 for this feature.

GTL proposes to the NDCS our unique inmate calling investigative **Call IQ®** feature. This unique application elevates to a whole new level the automatic searching of recordings for

investigative intelligence. Call IQ has multiple alert capabilities with the ability to detect and identify words or a sequence of words spoken by the inmate and called party. This is described below in our phonetic standards within Call IQ that are second to none.

Like classical keyword search applications, Call IQ allows investigators to **specify any keywords of special interest**. *Far exceeding simple specified-word searching*, Call IQ allows investigators to **designate general topics** (e.g. drugs, escape, terrorist activities, et cetera) to which hundreds of common or street-slang words might apply (such as gun, murder, bomb, etc.) – words predefined in Call IQ's expert-derived dictionary.

In addition, as new words become frequently used amongst inmates and the people they call, the Call IQ system will present the user with a word cloud, as shown in Figure 79. The word cloud gives a quick representation of high use words. Larger fonts indicate a higher frequency of use.

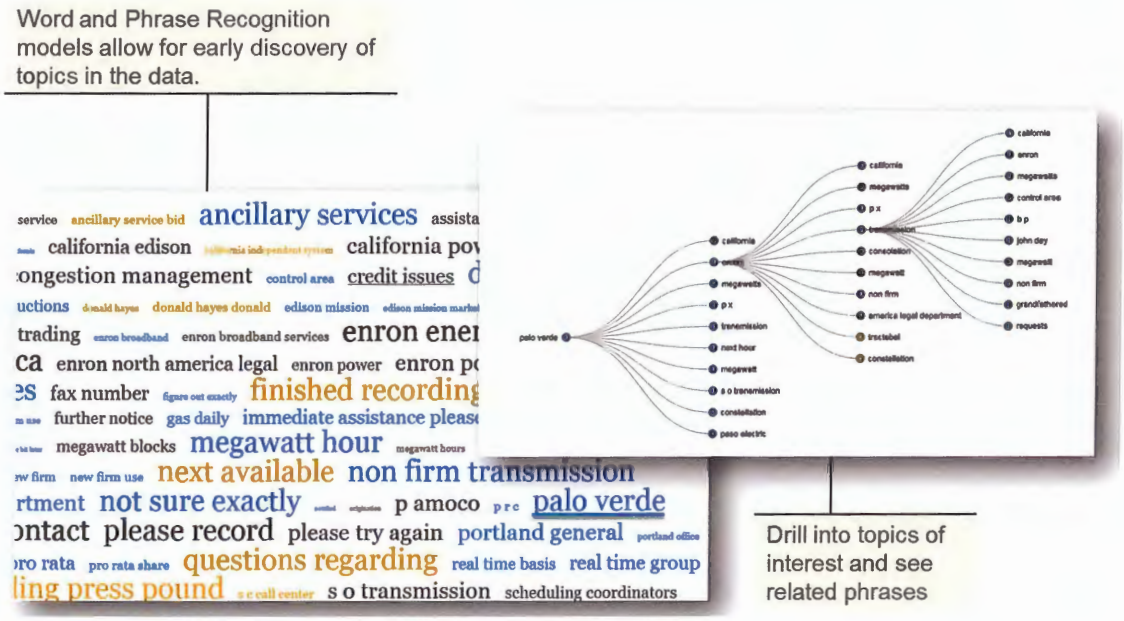


Figure 79 Call IQ Word Cloud Example

Additionally, investigative time is greatly saved by Call IQ's capability to **transcribe calls** and to **categorize and rank calls** in order of importance; highlighting those having key phrases or words that fall into categories requiring the NDCS' immediate attention.

Figure 80 Call IQ Analysis Overview

Call IQ Features

- Transcribes recorded inmate conversations with the outside world.
- Automatically extracts meaning and flags calls that need to be investigated, reducing the number of meaningless research hours.
- Allows searches by topic, category or end user provided phrases. Utilizes the dictionary to retrieve recordings containing gang and other slang, or select the User Defined Meta Data category.
- Provide continuous updates of slang and other dictionaries along with custom phrases entered by law enforcement experts as well as the Word Cloud provided indicators.
- All calls are post-processed to attach topics, phrase types and custom phrases, and to extract telephone numbers.
- The software categorizes calls, ranks them in order of importance and highlights those calls that had key phrases or words that fall into categories requiring immediate attention by NDCS officials. It gives the investigator an **overview of all the activity at a glance** reducing research time significantly. *See Figure 80.*
- Calls with greater fluctuation in sentiment or emotion can lead investigators to calls where the inmate or called party showed signs of stress. Emotion and sentiment can

also indicate a higher level of anxiety when inmates might be disclosing relevant information to a stressful case or situation. *See Figure 81.*

- Investigators and gang task forces can add any custom phrases that are not in the standard language model at their convenience. This assures users at the NDCS are not stuck with an outdated language model. Further, the facility can add phrases that are unique to geographic location and the "street talk" found in their local area or state.
- The Call IQ application allows you to create database agents that will alert you via email if a person utters a specific phrase or mentions a certain topic during a call.
- The system will take you directly to the point in a conversation where a certain topic was discussed without having to listen to the entire phone call. Additional indicators are marked throughout the waveform showing the user where other instances of search phrases can be found.

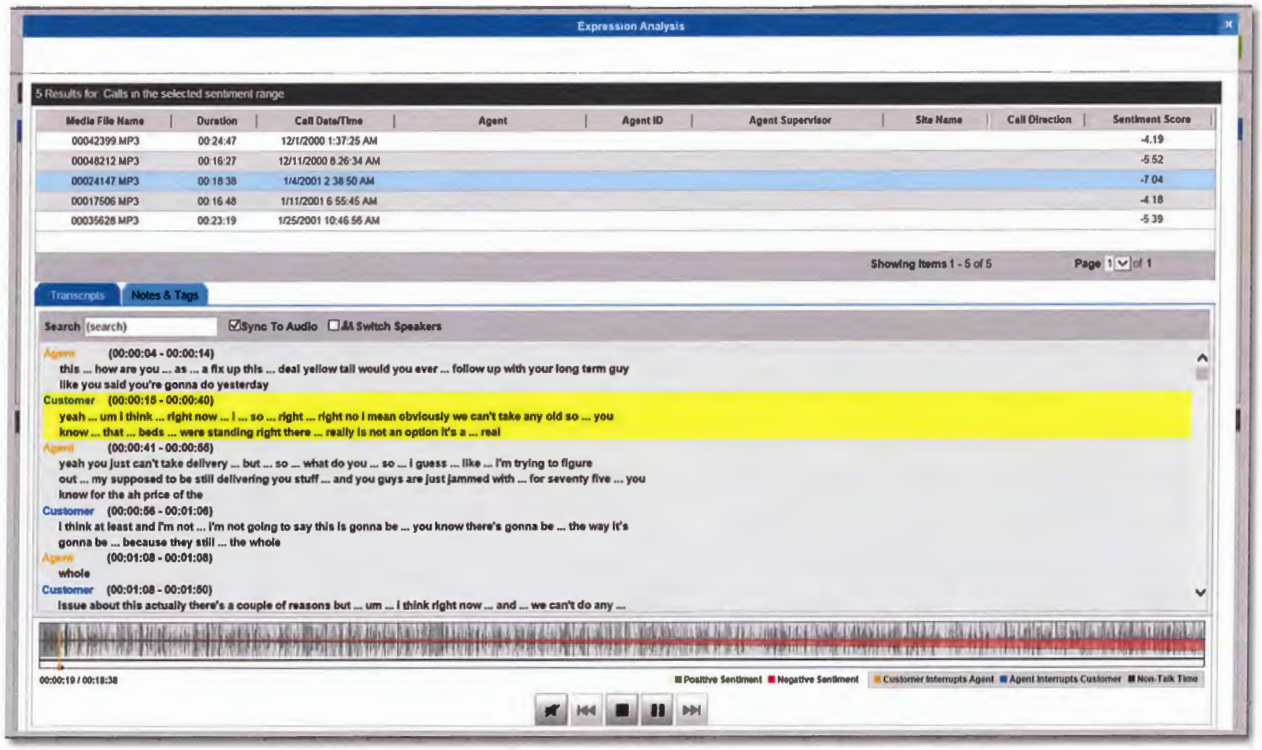
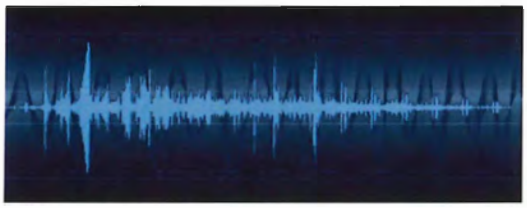


Figure 81 Call IQ Call Search Screen – Expression Analysis

Voice IQ™ Voice Biometric - Continuous Inmate Identification

Voice IQ™ Continuous Voice Biometric solution is GTL's latest addition to our powerful Voice Biometrics toolset for inmate identification and fraud prevention. Using one of the most comprehensive, natural language speaker verification tools in the industry, GTL Voice IQ enrolls the inmate voice print and builds a voice print profile for comparison in future calls.

During the inmate call, Voice IQ will continuously compare snippets of the live inmate calls to the recorded voice print to verify the inmate's identity. Voice IQ Continuous identification is the NDCS's solution for inmate and called party phone swap control and prevention. Voice IQ Continuous Voice Verification will be used in conjunction with the Voice IQ initial Voice Verification feature.



The Voice IQ continuous voice verification is a fully integrated, state-of-the-art component of the GTL hosted ITS. This feature is able to be deployed in conjunction with Voice IQ's initial inmate voice verification biometric feature.

GTL has been awarded Patent 8,509,736 for this feature.

- **Operates in Real-Time** as opposed to other voice biometric products which are strictly post production.
- Resides as **an integral component of the hosted ITS** and does not require 3rd party software to be opened outside of the hosted ITS user interface.
- Technology is **working throughout the call** and will identify fraudulent handover of the phone handset to a different inmate.
- In addition, as we have described below, this will utilize our **state-of-the-art technology** to positively identify all additional voice prints for each and every call.

Notable Deployments: This technology is deployed for both Michigan DOC and North Carolina DOC and pending implementation for the Ohio Department of Corrections.

With this feature enabled, line monitoring modules continuously and independently track the voices to detect a 'Speaker Change' event, once detected, it triggers an alert. Alerts are capable of performing any combination of the following actions:

- Alert both parties that a "Speaker Change" event has occurred.
- Terminate the call.
- Store 'Speaker Change' event information in the hosted ITS database. This is a 'stealth mode' – no indication is given to call parties about detection. The inmate's identity is shown for each Speaker Change event on each call.
- Alert designated NDCS personnel (email or text message).

Voice IQ continuous inmate identification compares the voice prints of inmates which have been enrolled in the system with the voices on the call. With this investigators can identify the inmate attempting to use another inmate's PIN number.

GTL EXCLUSIVE

Actions discussed for the continuous voice analysis are triggered in *real time*, which is a *GTL exclusive feature*. After call completion, the Speaker Change Events collected during the call are stored in the ITS database. Speaker

Change Events for all inmate calls at NDCS facilities are stored collectively in the ITS database for further search and retrieval.

With GTL's Voice IQ Continuous Identification solution, investigators will be able to efficiently identify calls of interest and virtually eliminate the time it takes to search for and listen to calls pertaining to inmate phone fraud.

Additional Features:

- Speaker Change Events are stored separately, not altering the original recording.
- The system requires 20 to 40 seconds, which is configurable, after speaker change to determine an event. This buffer is intentional to protect against false positives caused by a laugh, cough, cry or emotional speech.
- Search calls for specific voice print by inmate.

Voice IQ Call Detail Reporting Filter

From the Call Detail Reporting Screen, users can chose the "Return VIQ Detect Status Records" box. When checked, search results will be limited to call records where Voice IQ has detected possible changes in the inmate speaking during the call.

Voice IQ in the Call Detail Results Screen

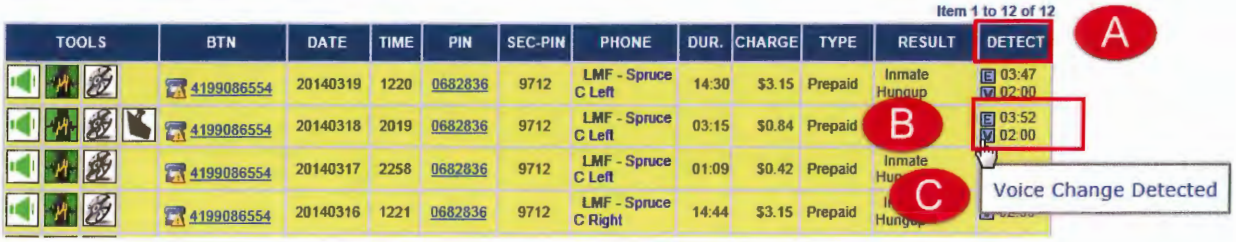


Figure 82 Voice IQ in the Call Detail Results Screen

A. Voice IQ detection is shown in the column headings of the Call Detail Results Screen.

B. Any call records where three-way calling activity (Energy) or Voice IQ speaker changes have been detected will be highlighted in yellow. For calls where Energy activity has been detected, an E icon will be displayed with a time stamp (MM:SS) where the Energy activity was detected. For calls where Voice IQ speaker change activity has been detected, a V icon will be displayed with a time stamp (MM:SS) where the Voice IQ speaker change activity was detected.

C. When a user hovers the cursor over the E or V icons, a tool tip will display whether an Energy or Voice Change was detected.

Voice IQ PIN Details

When the **VIQ Trained** checkbox has been checked in the **PIN Detail** screen this allows users to assure an inmate's Voice IQ Enrollment has been verified. The VIQ Trained checkbox will remain unchecked until a PIN voice print has been verified as trained.

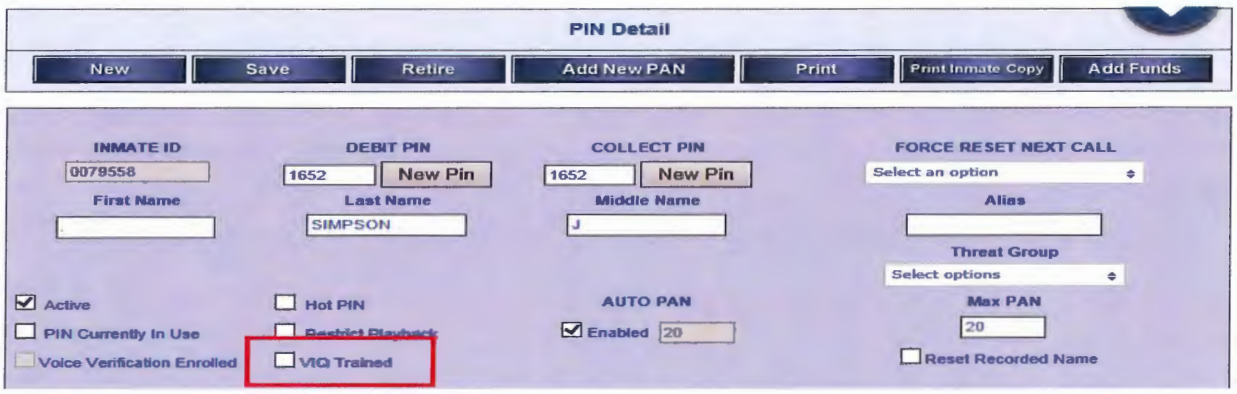


Figure 83 Voice IQ Trained - Verified Enrollment

Voice IQ in the Call Analyzer

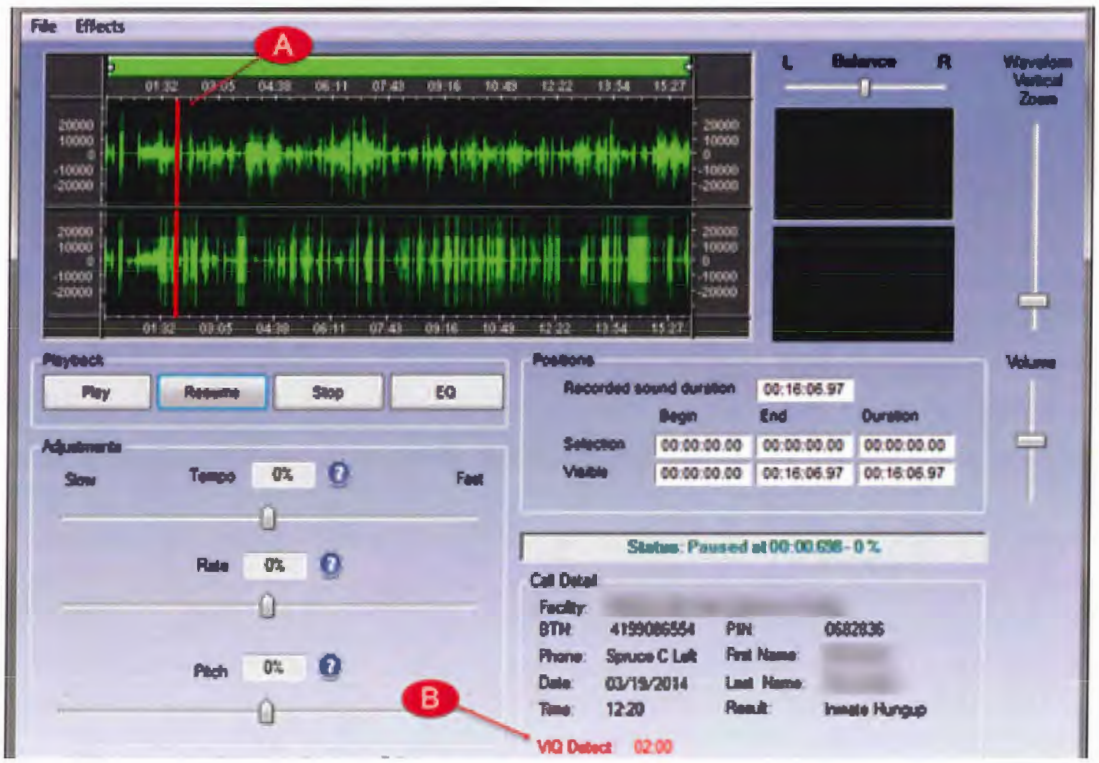


Figure 84 Voice IQ in the Call Analyzer:

A. When a red bar has been is seen in the Call Analyzer it indicates where Voice IQ activity was detected during the call.

B. A Voice IQ Detect time stamp (MM:SS) shown under the Call Detail section of the Call Analyzer indicates where Voice IQ activity was detected in the call.

User Management *Edit Voice IQ* Enrollment

When enabled, authorized administrators can allow a user to have the **Edit Voice IQ** permission. This allows the user to be able to uncheck the VIQ Trained checkbox in order to allow a PIN to re-enroll in Voice IQ on the PIN Detail screen.

| GTL Voice Biometrics vs. The Industry

Navigating through the claims of providers and the capabilities of three-way calling providers can be difficult. It is even more difficult when the providers misrepresent their capabilities. JLG Technology's Investigator Pro has been proposed by Century Link and ICS in past RFP responses. JLG Technology was recently acquired by Securus Technologies. As part of GTL's ongoing patent litigation with Securus Technologies, GTL was entitled to take depositions from Securus as a matter of this litigation. Securus provided Charles Barrasso, Chief Technology Officer of JLG Technologies as the company representative. Additionally, GTL deposed Jay Gainsboro, founder, CEO and President of JLG Technologies as part of the case, both of whom are subject matter experts on the functionality of three way call detection and Investigator Pro. The depositions focused on claims of Securus and JLG Technologies about the functionality of three way call detection and Investigator Pro during the course of the depositions. Below is a summary from these depositions. In short, the capabilities of three-way calling and Investigator Pro have been misrepresented by Securus and JLG Technologies. GTL will provide the deposition upon request.

Summary Points from the Depositions

- Securus advertises that "Investigator Pro will identify who is speaking at any given point in the conversation regardless of who initiated the call." But the chief engineer of JLG Technologies, which developed the Investigator Pro, testified under oath that the Investigator Pro "does not do any analysis of the voices of called parties."
- JLG advertises that Investigator Pro "uses advanced biometric 3-way call detection to find more 3-way calls than another other system." But its chief engineer testified that JLG has never developed "three-way biometric technology."
- JLG advertises that Investigator Pro detects when a "voice change" happens on the "called party" side of the call. But its chief engineer testified that JLG never developed a feature that effectively detected such voice changes.
- Securus advertises that Investigator Pro "will provide real-time alerts as calls are in progress." But JLG's founder testified that Investigator Pro "does not do any real-time monitoring."

—END OF SECTION—

E.7. NITC (Nebraska Information Technology Commission) Requirements

All equipment used must comply with Nebraska Information Technology Commission (NITC) and Nebraska Office of the Chief Information Officer Standards and Guidelines. The Standards and Guidelines are available at http://www.nitc.ne.gov/standards/. Specific standards include:

a. **8-101 – Information Security Standard**
b. **8-102 – Data Security Standard**
c. **8-301 – Password Standard**
d. **8-303 – Remote Access Standard**
e. **8-304 – Remote Administration of Internal Devices Standard**

All NDCS Computing resources must comply with AR 104.06 – Computer and Telephone Equipment Usage.

a. **GTL has read, understands, and complies.**

b. **GTL has read, understands, and complies.**

c. **GTL has read, understands, and complies.**

d. **GTL has read, understands, and complies.**

e. **Not applicable.**

Regarding Part (e): This requirement is focused on devices within the State of Nebraska network being used to remotely access other devices within the State of Nebraska network. GTL servers, applications, and software will not be accessing other internal devices on the State of Nebraska network.

Protecting Your Data Is Our Goal

At GTL, we take information security and data protection very seriously. That's why we've gone to exceptional lengths to safeguard each customer's data and private information that is generated through the course of their relationship with us. Our security architecture provides our customers the reassurance that their data won't fall into the wrong hands.

Data Access

Correctional facilities access their call detail records (CDR) and call recording data through GTL's facility management system. This web-based, graphic user interface (GUI) requires a username and password for access. Once logged in, each account has an associated Security Level which defines the capabilities of that user. This permits correctional facilities to control employees' access to data.

Two-factor authentication is required for access to the cardholder data environment (CDE). This means that beyond the use of a username and password, employees attempting to access this environment must also have an Authentication Matrix card that requires them to engage a matrix for challenge and response security questions. This ensures that access to the CDE is still protected even if an authorized employee's username and password is stolen because the attacker would also need access to the employee's physical security card.

GTL is always working to improve its Security Architecture, and the following efforts are currently underway to further expand its user access security controls:

- two-factor authentication for all remote access to GTL networks
- host integrity checks on all remotely connecting devices to ensure specific security controls are in place on the connecting device
- two-factor authentication for accessing corporate data

As you and your teams evaluate responses from inmate telephone providers, it is important to understand the importance and priority providers pay to security architecture. The following is a brief summary of GTL's approach to security architecture. After reviewing our approach, ask yourself, how do other providers approach security architecture? Is it a priority for that company or an afterthought? For a more comprehensive view of our security architecture, please see **Attachment C**.

Data Transport

Consistent with industry best practice, all data stored and retrieved using the GTL Facility Management System is transported using Transport Layer Security (TLS) that encrypts inbound and outbound data during transmission.

Data Center Electronic Access

Electronic access to GTL Data Centers is limited exclusively to GTL customers. In addition, controls are in place to limit access only from specific IP addresses. This means that access to customer data will be denied if a request is from an unknown IP address.

Furthermore, multiple layers of 128-bit encryption and perimeter firewall protection prevent unauthorized access from the Internet. The encryption of data streams also keeps inmate information, recordings, and customer data from being compromised while in transit.

Data Center Physical Access

All GTL Data Center access is restricted by a centralized badge system that uses 26-bit access badges. These badges are unmarked to ensure that if one is lost it could not be associated with GTL systems. Only employees are permitted access to GTL Data Centers. Furthermore, administrator access to the badge system is only provided to a select group of employees who are responsible for managing facility and data center access.

In addition to controlled access, all ingress and egress doors at GTL Data Centers are monitored by CCTV cameras that record 24/7 to a centralized DVR management system. The centralized DVR system stores at least three months of recordings of all data centers and facilities. Cameras are also located in GTL Data Centers to monitor activities inside the data center.

CDRs and Recordings

CDRs and call audio recordings are separated and stored on independent and diverse enterprise storage devices. These storage devices only interact with certain servers within the data center. Finally, user names and passwords are used with the storage devices wherever possible.

Monitoring, Logging, and Scanning

The GTL Facility Management System Solution tracks and logs all access to the inmate telephone platform, media storage system, and WAN. The firewall that protects the WAN logs any sessions coming through a GTL server, and the networking software logs any user sessions at the application level. This permits management and tracking of all logins. Any login attempts that are not authorized are immediately flagged and checked against the approved user list.

A robust centralized log monitoring solution provides alerts to the GTL Information Security Department based on predefined and internally developed alarm rules. This application is monitored to detect other anomalies that might indicate inappropriate use of GTL assets. Any time a user logs into the system, the system notes the event and the user's identity in the system's electronic Log Book. An Audit Log Report is used by GTL to track and investigate user access and record all system changes and activities that take place while each user is logged into the system.

Monthly internal and external vulnerability scanning and annual penetration testing is performed by the GTL Information Security Department and a PCI-approved scanning vendor. Vulnerabilities are promptly remediated based on level of risk. Risk is determined through the use of the Common Vulnerability Scoring System rating and knowledge of the systems. While Payment Card Industry Data Security Standard (PCI-DSS) Compliance requirements only require that GTL perform this testing quarterly, GTL goes the extra mile and performs the testing on a monthly basis.

Network and Data Security

All sites are protected by a "stateful" packet inspection firewall. In addition, access control lists (ACLs) limit all inbound and outbound traffic to GTL-specific networks, which include the IP address for GTL Data Centers, GTL web applications, and customer-specific network IP addresses.

GTL creates a virtual private network for all facilities, using Internet Protocol Virtual Private Network (IP VPN) technology. All sites are connected to the data centers using 128-bit AES or 3DES encrypted data links so that all validation, call records, and recordings are encrypted when they traverse this network.

Facilities with remote workstations or cellular wireless broadband networks also use IP VPN and are protected by a firewall.

The Internet-facing Facility Management system is only available over a Secure Sockets Layer (SSLv3) to ensure that all traffic is encrypted and meets security best practices. Controls are also available to allow access only to specific IP addresses. This allows control over access to the GTL's Facility Management system by outside agencies and individuals.

All backup tapes are encrypted before they are sent for off-site storage. It should be noted that PCI only requires that tapes are stored in a "secure location." Taking the extra step of encrypting the tapes ensures that regardless of its location, the data on the tapes is not accessible to unauthorized persons.

Credit Card Data

When GTL stores its most critical information, this data is encrypted at rest using an industry best practice Key Encryption Appliance. The keys used to encrypt the data never leave the appliance, which means that data can only be decrypted programmatically through the use of multiple layers of authentication.

File integrity monitoring is in place on all servers that process, transmit, or store credit card information. This ensures that the GTL Information Security Department is alerted to all unauthorized modifications of critical system files and internally developed software.

Virus and Malware Security

Anti-virus detection is installed on all internal GTL servers and workstations. This anti-virus solution is centrally managed and alerts the Technology Group and GTL's third-party monitoring company when viruses are detected or security policies are not adhered to.

Intrusion Prevention Systems are deployed to alert the GTL Information Security Department to potential attacks and automatically block such attacks. Many companies choose to rely on an Intrusion Detection System that simply alerts of potential attacks, but GTL's systems automatically block suspected malicious traffic.

A robust centralized log monitoring solution provides alerts to the GTL Information Security Department based on predefined and internally developed alarm rules. This application is

monitored daily to detect other anomalies that might indicate inappropriate use of GTL assets.

Equipment

All GTL equipment is hardened to ensure it comports with today's security best practices. This includes operating system hardening, point-to-point credit card data encryption, application source code auditing, log monitoring, automated patching, anti-virus, and physical security controls.

Knowledge and Training

GTL is one of the first organizations in the country with employees who have been certified by the Payment Card Industry (PCI) Security Standards Council as Internal Security Assessors (ISA). This ensures that GTL's system operations security, system access security, and PCI compliance security efforts are held to the highest benchmarks and that PCI security standards are designed into GTL applications and not merely applied ad hoc after the fact. In addition, all GTL employees are required to attend annual security awareness training to reinforce all GTL policies and procedures.

—END OF SECTION—

E.8. Network and Cabling Requirements

a. **WAN/Internet Service - DCS/OCIO will provide a basic VPN connection for remote system maintenance (see Remote Access section below). If the project requires a connection to the Internet beyond the remote support VPN, the contractor will need to establish their own contract with an Internet Service Provider (ISP) for service while following NDCS/OCIO guidelines for circuit equipment location. The contractor must provide their own Uninterrupted Power Supply (UPS) power for such equipment. There are physical limitations to installing new service at some facilities so the project manager will need to coordinate with the NDCS Engineering Department if construction is required. The Engineering Department will review property ownership and liability issues and must review the contract made between the contractor and their ISP who will provide service on NDCS property.**

b. **Cabling. The contractor will provide at a minimum:**

   i. **Network horizontal cabling from contractor's equipment to NDCS network. The current standard for NDCS is blue Category 6 cable and plenum cable where necessary to meet fire and safety codes. Rack mounted patch panels are generally preferred over wall mount blocks.**

   ii. **The NDCS IT Manager must approve all network cabling design prior to installation to ensure industry and facility standards and codes are followed. After the contract is awarded the contractor will perform a site survey to determine where all new equipment will be installed and how to route cabling to the nearest existing telecommunications room. The contractor will communicate with facility maintenance departments for installation of all conduit for all cabling.**

   iii. **Wireless connectivity (such as 802.11) should be avoided if practical in these correctional services environments. Physical hard-wired cabling should be used instead to limit introduction of new security and operational problems in correctional services environments. If wireless is necessary and agreed upon by DCS, the installation methods and equipment must be approved by the NE OCIO.**

c. **Contractor will provide the following information before installation begins:**

   i. **Network diagrams or schematics that show logical or physical connectivity of system to include network infrastructure and server placement.**

   ii. **Switch port requirements – speed and duplex**

   iii. **Firewall rule sets and other special network requirements**

   iv. **Other LAN and WAN requirements – bandwidth or protocols**

GTL ZERO CHANGE FACTOR

GTL has read, understands, and complies with all of Section E.8 and its subsections.

—END OF SECTION—

E.9. Client-Server Requirements

a. The contractor must identify if software will be installed on existing State workstations or if the contractor will be supplying new workstations. The contractor will need to identify if their application is web-based or a separate Windows-based application.

GTL has read, understands, and complies.

As the incumbent ITS provider to NDCS, GTL has recently upgraded all of the NDCS system workstations with new equipment in order to access the GTL ITS user interface.

The GTL Inmate Telephone System provides ***Anywhere Anytime Access*** to its powerful, technologically advanced features. Properly authorized users may access the system from an onsite system workstation, NDCS' on-site PCs, or any off-site PC (desktop or laptop). Compatible smart phones with Internet connection can also access certain ITS features.

Anywhere Anytime Access

Intelligence pertinent to investigations is often found in call data captured by GTL's Inmate Telephone System and your investigators have *Anywhere Anytime Access* to the system's powerful investigative features

GTL's hosted Inmate Telephone System (ITS) solution has a Web-based interface that is accessible to authorized individuals via connection to GTL's private ITS Website.

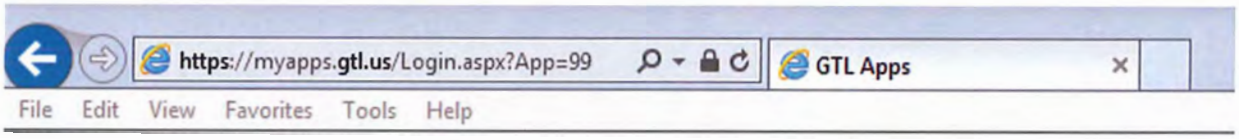


Figure 85 GTL's Secure Web-based Interface

The GTL Inmate Telephone System provides *Anywhere Anytime Access* to its powerful, technologically advanced features. Properly authorized users may access the system from an on-site system workstation, NDCS' on-site PCs, or any off-site PC (desktop or laptop). Compatible smart phones with Internet connection can also access certain ITS features.

After connecting to the private ITS Website, the user must log into the NDCS system with a valid user-name and password. Each user's password is linked to an assigned Role, defined by NDCS, which dictates exactly which features and functionality will be available to that person after log-in.

All system users are subject to security level assignment. All data are accessed on a "need to know" basis. For example, the ITS database management tools would be available only to those granted permission by NDCS to perform system administrative functions.

Any PC that is capable of running Microsoft Internet Explorer 6.0 or greater and that has a connection of sufficient bandwidth may conveniently use all of the system features, including among many others: live monitoring and playback of call recordings.

Remote access to the system is through a Secure Sockets Layer (SSL) exchange, the same security system that is successfully used by many major financial institutions to obtain confidential user information, such as credit card numbers, over the web without compromising security.

The GTL ITS solution integrates easily with existing work habits and procedures and saves considerable time by allowing authorized: investigators access to call records, recordings, and investigative tools; accounting department personnel access to call-completion and billing data; and facility staff to set and adjust inmate calling parameters—all at any time and from any station or workplace most convenient for each user.

§

b. As of this time, any new software installed on State workstations will need to be compatible with Windows 7 64 bit and Internet Explorer 10. If special client configurations or plugins are required, the contractor must specify.

GTL has read, understands, and complies.

§

c. If new servers are required for the project, the physical location for those servers must be identified. If a server is serving multiple sites, it is recommended to place a Virtual Server(s) at the State of Nebraska Data Center for Enterprise Services. If a server is placed at each site, it will need to be a 19" rack mount server (as opposed to a desktop computer or tower) and it will need a proper housing such as a rack in a communications room that has proper environmental controls, power, and cooling. The contractor must ask the questions during the site surveys about if they can put their servers in existing racks or if they need to provide new racks or cabinets.

GTL has read, understands, and complies.

GTL INCUMBENT

Because GTL's existing ITS at NDCS is a centralized system, there is minimal hardware onsite as described above. The systems core control, switching, and recording servers are located offsite within the GTL Data Center.

The on-site ITS platform hardware is housed within an on-site equipment cabinet as illustrated in Figure 86. The dimensions are as follows:

- Platform Hardware: 14" Height x 17.5" Width x 16.5" Depth
- Cabinet: 25" Height x 21.5" Width x 31" Depth

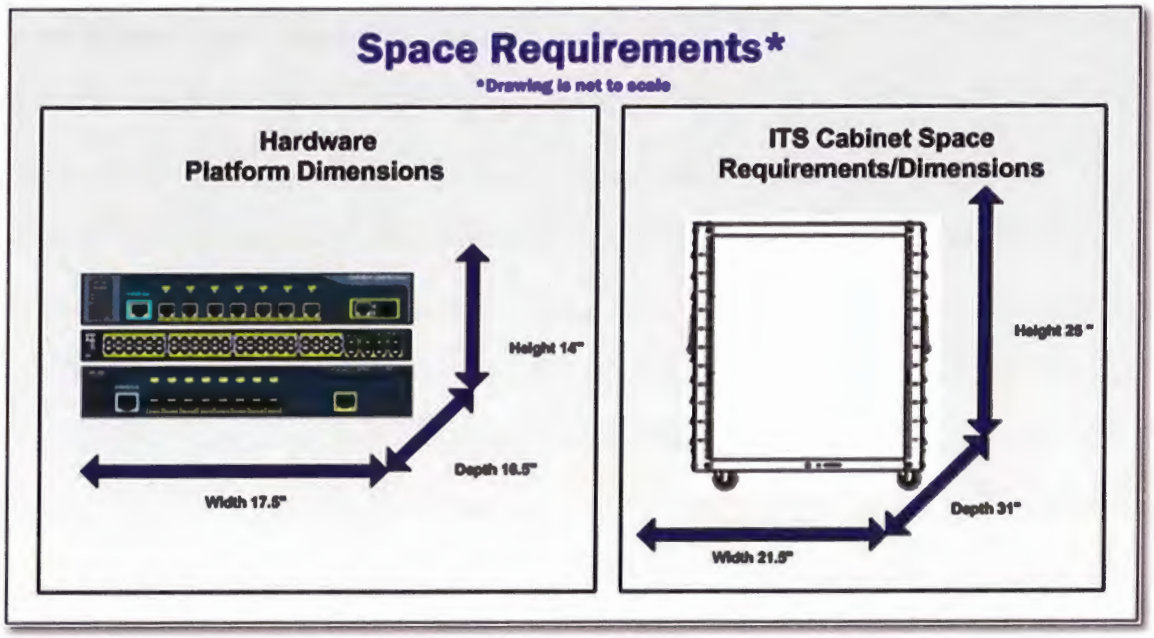


Figure 86 GTL's On-Site Equipment Dimensions

§

d. Servers outside State Network/DMZ. If the application software is accessible outside the State network (from home for example), the contractor will need to demonstrate how their application meets encryption and security standards such as SSL, TLS, or VPN requirements. The accessibility should be negotiated closely with DCS to prevent unauthorized access to data. All web browser data should be passed through protocols using HTTPS instead of plain text HTTP.

GTL has read, understands, and complies.

GTL INCUMBENT

GTL's ITS and our operating procedures provide multiple levels of security and are already in place at NDCS.

Network and Data Security

As described in the section about *Protecting Your Data*, all sites are protected by a "stateful" packet inspection firewall. In addition, access control lists (ACLs) limit all inbound and outbound traffic to GTL-specific networks, which include the IP address for GTL Data Centers, GTL web applications, and NDCS-specific network IP addresses.

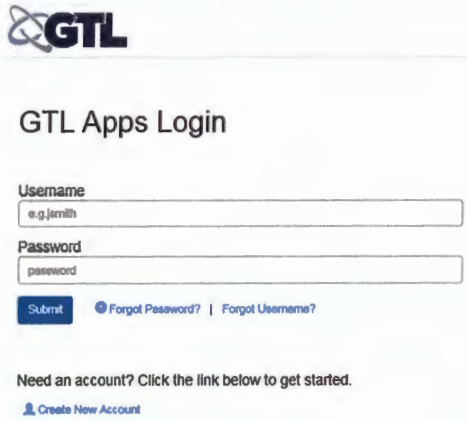


Figure 87 GTL uses Secure Sockets Layer (SSL) Exchange

GTL creates a virtual private network for all facilities, using Internet Protocol Virtual Private Network (IP VPN) technology. All sites are connected to the data centers using 128-bit AES or 3DES encrypted data links so that all validation, call records, and recordings are encrypted when they traverse this network. Facilities with remote workstations or cellular wireless broadband networks also use IP VPN and are protected by a firewall.

The Internet-facing Facility Management system is only available over a Secure Sockets Layer (SSLv3) to ensure that all traffic is encrypted and meets security best practices. Controls are also available to allow access only to specific IP addresses. This allows control over access to the GTL's Facility Management system by outside agencies and individuals.

Internal and external vulnerability scanning and penetration testing is performed regularly to identify any potential weaknesses. Vulnerabilities are remediated within a timely manner based on the level of risk. Risk is determined through the use of the Common Vulnerability Scoring System rating coupled with internal knowledge of the system that is exposed.

Among other responsibilities GTL's Network Operations Center and Information Security Department ensure:

- Any changes to firewall hardware or software or security rules are approved by GTL's Information Security Department and follow all change control policies and procedures; and that all changes are properly documented.
- After any change, network diagrams are reviewed and updated to ensure they accurately describe all connections to confidential or sensitive information and critical network protection mechanisms.
- Active daily monitoring of the logs that report security events.
- Active daily monitoring of system and application-specific alerts on critical systems.
- Notification of the appropriate parties and execution of appropriate procedures in the event of a security system failure or a security event.

§

e. If servers will not be on State premises the contractor must demonstrate methods for data security, backups, and disaster recovery planning to meet DCS operational standards.

GTL has read, understands, and complies.

Our Inmate Telephone System platform provides centralized storage of all system and call data at GTL Data Centers; effectively putting GTL's highly trained service personnel

continuously "in the room" with your calling platform and call data. Our Data Centers are secure, climate controlled fortresses that ensure the safe-keeping of all of your data and protects your system's functionality. The GTL inmate calling platform is configured with redundancy to reduce interruption of service and prevent data loss.

As NDCS's inmate calls are placed and completed, call records are created and saved in real time to GTL's Primary Data Center in Texas. A redundant copy of the call record is automatically replicated to a dedicated SQL Replication Server located in the GTL Secondary Data Center Texas. These initial events create two identical copies of each call record. Call records at each GTL Data Centers are backed up periodically to separate storage locations within each center, making a total of four identical copies of each and every call detail record. All data centers are lightning and surge-protected and have UPS and back-up power generators. When the call is finished, an exact copy of the completed call record (minus the recording) is transmitted, in real time, to GTL's Call Control Center in Mobile, Alabama for archival and billing preparation. For all archive events there are a total of three locations where CDR's are stored and five total copies of the call records. All data centers are lightning and surge-protected and have UPS and back-up power generators.

Table 5 GTL Data Center Security Measures

GTL Data Center Security
• Perimeter gated fence with guarded fence access. • Level 4 hurricane rated building. • Centralized badge access system ensuring only authorized individuals enter and only appropriate employees have access to physical servers. • 24/7 closed caption television monitoring and recording with centralized system providing access to all live and recorded video feeds. • Approved escort required to accompany visitors and janitorial staff. • FM 200 fire protection system • Dual grid AC power • Diesel powered backup generators • UPS protection of all servers • Firewalls and Wireless Intrusion Prevention Systems to alert and block electronic intrusion.

All of the facility's ITS inmate call records remain archived off-line at the GTL Data Centers should NDCS need them.

Data Security

GTL utilizes hardened, co-located facilities to provide a highly resilient, highly available, redundant network capable of handling all of GTL's voice data and call validation and management requirements in the event that one co-location facility fails while in service.

Our data center facilities are physically separate; located in the states of Texas and Alabama. All GTL data storage facilities are lightning and surge-protected and have UPS units and back-up power generators. The databases housed at each data center are automatically updated so that each center holds complete and up-to-date data for the various facilities.

A detailed record of each call is created and stored in real time at its primary storage location and transmitted in near-real time to secondary storage. Each telephony server connects to a RAID, allowing inmate call recordings to be replicated in real time across a redundant array of independent disks. GTL redundantly stores all call detail records for on-line access for the term of the contract and recordings for the agreed upon storage period.

As inmate calls are made and completed and as system settings are changed by authorized staff at the facility, the system's databases at GTL Data Centers are dynamically updated.

Disaster Recovery Plan for the Nebraska Department of Correctional Services

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Introduction

GTL has had many opportunities to confirm its preparedness for Nature's challenges. Our Texas and Alabama Data Centers have each withstood assaults by significant hurricanes while delivering uninterrupted service to our customers. GTL's preparedness for disasters that occur at customer sites has been equally tested and proven during our many years of service to correctional sites across the United States.

GTL's demonstrated strength and reliability in the face of potential disaster could only have been achieved through careful planning and preparation by experienced professionals. We firmly believe that we have plans in place to continue to address and successfully maintain services for the Nebraska Department of Correctional Services during the most likely disaster scenarios that might otherwise impact GTL operations.

As an ongoing part of daily GTL operations, our organization prepares for emergency restoration of facilities in unison. Working together as a team, we have assembled plans and procedures to be followed during such an event in order to minimize the impact catastrophic network outages might otherwise have on our customers.

GTL's Disaster Recovery Plan addresses the emergency recovery of services in the event a natural or man-made disaster causing damage or service disruption to the Inmate Telephone System at any NDCS facility.

Overview

Regardless of the type of emergency that damages the GTL ITS, GTL is prepared to move quickly to ensure that the impact to NDCS's facilities are minimized.

> **Natural Disasters.** Disasters that disrupt communications and are caused by earthquake, flood, hurricane, tornado, or other inclement natural conditions. In such instances, the Federal Emergency Management Association (FEMA) will also become involved with the restoration procedures to be enacted.
>
> **Man-Made Disasters.** Disasters that disrupt communications and are caused by human error or the intentional destruction of a communications path. Included are intentional acts of sabotage, arson, civil disturbance, bombing, or vandalism.

GTL's restoration capabilities and timely recovery at an inmate phone system site will depend on the location, type of equipment, kind of emergency, travel time, and the amount of advance work accomplished on site. GTL recognizes that effective handling of a disaster requires preparation, an ability to quickly collect reliable information, the ability to make effective and timely assessments and decisions, and the capability to execute those decisions by applying the appropriate resources to recovery.

Network Business Continuity

The GTL robust network in place today is designed to re-route calls utilizing optional network paths when necessary. GTL also maintains a geographically redundant back office support structure, with secure call data processing and storage. GTL's back office and data center facilities are staffed with knowledgeable Network and Technical Support personnel. Each NDCS facility is assigned a principal validation location.

The combination of GTL's approach and that of our circuit provider to re-routing of traffic allows for calls to take place when there are specific network related events.

Emergency Recovery Preparation

GTL's emergency recovery plan takes into account all the steps necessary to resume normal operation in the event of a natural disaster or technical failure. The following steps are routinely performed to stay prepared for an emergency:

> **Backup Database and Change Logs.** All database files and the change/redo logs required to roll the database forward from the point of the last backup are backed up and stored in a safe (off-site) location.
>
> **Catalog Operating System and Database Software.** Current versions of the operating system software and database software, complete with service packs and patches, are kept in a secure location along with administrator and system passwords.

Catalog Domain and Network Settings. A catalog of the current network settings, protocols, and addressing schemes are prepared and periodically reviewed.

Proactive Risk Management and Disaster Preparedness

GTL's ITS Project depends on the integrity and proper functioning of a variety of hardware, software, and network components. Aspects of the project are at risk any time one or more of these components fail. GTL takes proactive steps to minimize both the occurrence and the impact of situations that have the potential to interrupt phone service to the inmates or jeopardize the facility's call data.

Potential Risk Factors:

- Equipment component failure
- Electrical problems (power fluctuations, failures, or lightning strikes)
- Cable-Cuts
- Force Majeure and Terrorism (natural or man-made disasters)

To help avoid disasters resulting from equipment failure and minimize the effects of other types of disasters, GTL already installed a robust, redundant network system and a fault-tolerant computer-controlled inmate telephone system with redundant data storage. To ensure a timely and complete recovery from any type of service-interrupting event, we have in place an effective disaster recovery protocol.

Our network/calling system combines the technical standards of the industry with an exceptional engineering design that will enable GTL to proactively monitor the NDCS ITS around the clock and to initiate corrective actions immediately in the event of a disaster.

GTL safeguards its network and its customers' services by protecting its facilities to the highest degree possible from known potential threats; distributing its expertise and equipment appropriately; and by using event-recognition technology including GTL ITS Self-Diagnostics and SNMP (Simple Network Management Protocol). With respect to the ITS network, GTL utilizes state of the art network monitoring tools and built-in network redundancy to proactively manage and monitor inmate calling.

Proactive Network Management

All GTL equipment at NDCS facilities has SNMP capability enabled. SNMP allows all equipment at the site to be polled and, when applicable, trapped for errors. These systems are polled for the central data centers, and monitored by technical support staff. System hardware components such as routers, switches, servers, IADs, and other SNMP-enabled devices are monitored and analyzed in real-time with GTL's robust network performance management capabilities. The SNMP poll interval is programmable and is usually set to poll each device at 5-minute intervals.

Errors and alarms generated by all systems monitored by GTL Service technicians indicate the site involved and the system function that has failed. Real-time email notifications are sent to a GTL notification group from these applications. Immediate steps are taken to address acute system failures. Steps include the opening and tracking of a trouble ticket, on-line diagnostics, dispatching of service personnel to the site if appropriate, progress reports to the site, and ticket escalation if the issue is not resolved within the expected time-frame.

Upon failure of a network element, or local loop, GTL will open trouble tickets with carriers or dispatch a local technician to replace failed hardware elements. The network management tool also provides email alert notification to technical staff members. All information is presented via web-enabled graphical user interface.

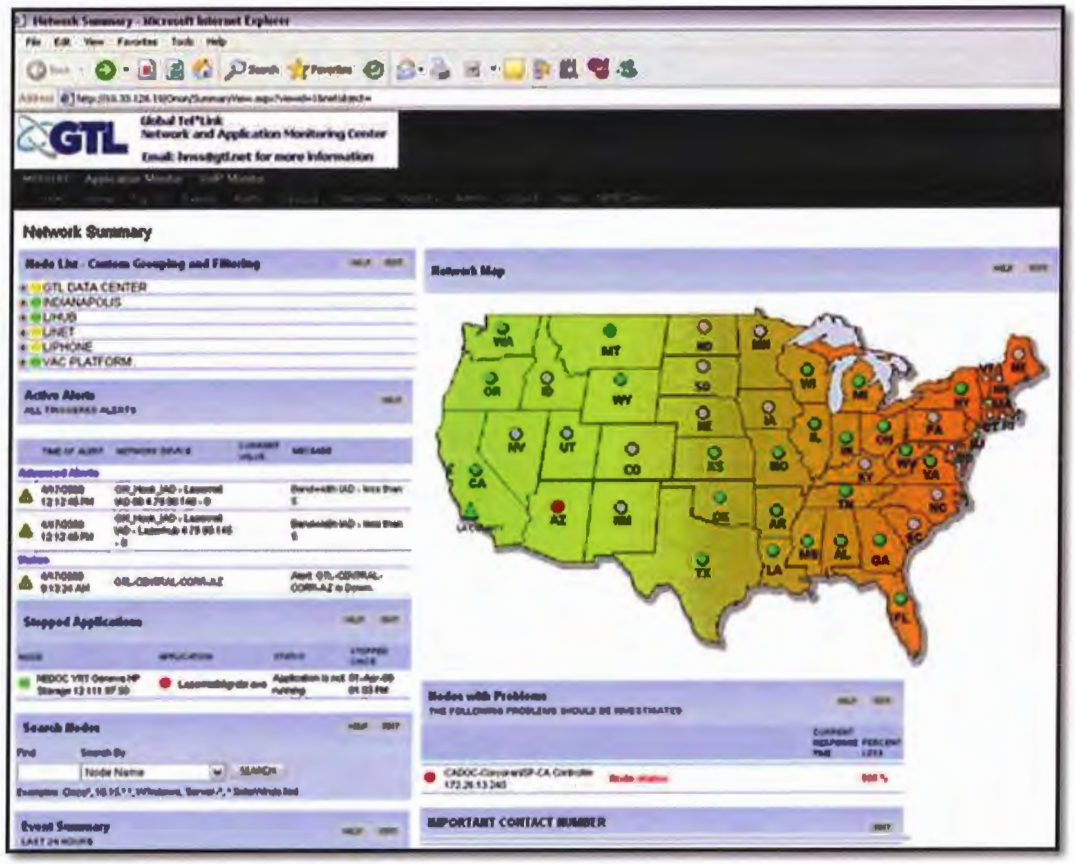

Figure 88 The SNMP User Interface displays current network statistics

Our network management tools also provide network performance statistics such as bandwidth usage, Latency, Jitter, Packet-loss, and Interface status. The system keeps a historical log of all of the network statistics, and can provide graphic views of daily, monthly, and yearly statistics.

Inmate Telephone System Self and Remote System Diagnostics

NDCS's ITS platform is continuously monitored by two applications that include event-driven notification systems, ***Big Brother*** and ***Solar Winds***, which alert GTL when any segment of the system is out of service.

Big Brother identifies and alerts potential issues in circuit and WAN connectivity. It also allows GTL to remotely monitor processor load, disk and memory usage, log files and currently running processes on client's host server.

Through Big Brother we can check environmental factors such as temperature that might affect system function or durability thus proactively preventing problems and maximizing system uptime and functionality.

When Big Brother or Solar Winds alerts GTL of any service interruptions, a Technical Services Representative enters all pertinent information into our state-of-the-art, electronic trouble ticket system. This system is used to track issues from onset to resolution; noting tasks to be done, steps taken, relevant data, and produce status reports. As soon as the ticket is generated our system automatically assigns an event-handler who is identified by the automatic notification.

Figure 89 Big Brother

Solar Winds monitors all GTL back office systems and network devices throughout the United States and provides event-driven notification alerts, event logs, and the ability to combine measurements from connected devices to drill-down within systems and identify which component within a local network is having problems. This enables GTL's Network Operations centers to be sure they are dispatching the right technician with the right tools and equipment for each repair leading to prompt resolution of any issues detected on GTL's network.

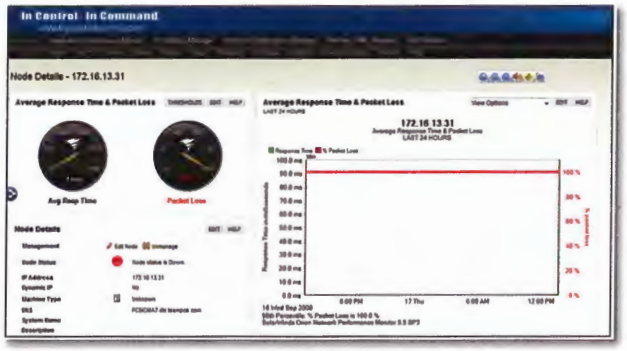

Figure 90 Solar Winds

Remote Visibility

Each NDCS facility and the GTL Network Operations Center (NOC), in Mobile, Alabama, is connected to GTL's wide area network (WAN). The WAN will allow complete remote connectivity into the inmate phone system at each facility. This visibility enhances the trouble resolution process because the GTL Project Team will not have to rely on NDCS personnel to identify service-impacting events. GTL's Primary Network Operations Center, located in Mobile, AL, provides a value added feature: the use of a centralized network management tool that allows network management to be conducted from any of the above mentioned centers in the event of a disaster.

Remote Diagnostics and System Restore

With the GTL hosted ITS there are very few on-site hardware components. However, these components are monitored for operation and an event may during a local disaster may interrupt their operation. Typically, when this is the case, the issue can be diagnosed and resolve through remote access from GTL's Service Center. If the full extent of the damage cannot be determined by remote access or the problem cannot be remotely resolved, GTL will immediately dispatch a local technician to perform additional diagnostics and/or to repair or replace system components.

Damage Assessment and Recovery Resources

Field Service Management. Should a disaster occur at one of the NDCS facilities, disaster recovery efforts will be initiated and coordinated by your Field Service Manager, Bob Parnell. Recovery efforts for widespread disasters that affect multiple facilities are initiated and coordinated by your Director of Field Services, Philip Jones.

Field Repair Technicians and Spare Parts. To ensure the highest level of service during disasters, your dedicated service technicians carry enough equipment on their service vehicles to completely replace a NDCS facility's full ITS suite. Furthermore, GTL warehouses additional ITS equipment and can have equipment on site the day after the disaster if the site is accessible. If the site is not accessible, the equipment will be stored at the closest staging area, with certified technicians available to make all necessary repairs, replacements, or relocation of equipment to maintain total operation of the inmate phone system. The technician will then work to restore service to the facility using either a spare part kit or a system replacement kit.

Restoration of Facility Services

GTL's Disaster Recovery Plan addresses the emergency recovery of services in the event a natural or man-made disaster which has caused damage or service disruption to the ITS at any NDCS facility.

Telephone Service Outages. A fiber optic cable cut, while not a commonplace event, is the most likely cause of a telephone service outage to a local or regional area. Prevention of a cable cut is, of course, paramount to our success in providing the best available private line and digital services to our customers. Normally all routes are clearly marked with warning signs and are regularly patrolled by the circuit network provider, both on the ground and from the air. Network providers are usually available to receive calls 24-hours a day from centers located around the country. GTL works closely with network providers and NDCS managers to ensure continued service or the restoration of service as quickly as possible during disaster conditions.

GTL's back-office systems are designed to recognize an outage and to send all traffic to the systems that are on line whenever possible. When the off-line systems return to service, all

other systems will detect their presence and adjust traffic flow accordingly. All back office systems are monitored by highly trained staff using state-of-the-art hardware and software. When an outage occurs, GTL's visual alarms and other notifications alert staff to the issue so that it can be addressed as quickly as possible if it is not resolved automatically.

Electrical Power Outages. In the event of a power failure an uninterruptible power supply (UPS) unit provides temporary power for the entire system. In the absence of an emergency generator at the facility, upon expiration of the UPS, the system performs a safe shutdown to protect data. Once power is restored, the system will reboot without human intervention and resume normal operations.

In the event of a power failure at the GTL Data Centers, all data centers are lightning and surge-protected and have UPS and back-up power generators. The off-site data centers are automatically replicated on an on-going basis so that each center holds a complete and up-to-date database of the call data from the NDCS's facility.

Lightning Risk. GTL provides station-side surge protection and grounding at all NDCS facilities. For facilities that have station wire going outside the primary building, GTL installs additional protection. The protection blocks used in single-building installs will be mounted and punched next to the connector blocks. The ITS controller and all protection blocks will be connected directly to a local earth ground in the equipment room.

In single-building situations, it is normal for the station side of the telephone system not to provide lightning protection, since there is little opportunity for lightning to enter the system through the telephones.

However, when an ITS includes remote buildings, lightning can enter the system and may cause the destruction of the station card and/or other hardware. As this destruction can cause service interruptions, during initial site surveys, GTL will verify (or arrange to ensure) that the telephone company grounding systems meet certain minimum requirements.

Restoration of Call Data and System Configurations

GTL's ITS design is very robust and has several layers of redundancy. GTL stores redundant copies of all NDCS call data. The ITS call processor stores all call recordings for on-line access and all call detail records for the life of the contract. Redundant call detail record storage is performed at the completion of each telephone call.

Restoring Call Data: All call data is stored at GTL Data Centers with integrated redundancy.

All calls are delivered over a firewall-protected WAN. All transmission of data to our off-site databases and servers at our Texas and Alabama facilities are encrypted according to IPsec protocols. The database for the system is maintained at our Primary Data Center located in Texas. All call records are automatically replicated and transmitted on an on-going basis to our Secondary Data Center located in Texas so that each center holds a complete and up-to-

date database of the call records from the facility. Our Data Center in Texas includes the controlling computers for the Inmate Telephone System.

GTL uses a RAID-5 array storage to house the operating system and for storage of call recordings. RAID array drives provide maximum speed and are highly fault tolerant. Speed is provided by interweaving data across multiple drives, which provides for faster data transfer and disk mirroring (100% duplication of data); the highest data reliability. This RAID array will allow for a drive to fail without losing the data. The failed drive is alarmed and hot-swappable, in that no system down time is required to restore the data to the full array configuration. This configuration allows for a system hard drive failure, which is non-disrupted to the overall system data.

Voice Recording Storage

Upon completion of a call at a NDCS facility, a copy of the call's recording will be transmitted to the GTL Primary Data Center in Texas where each is digitally stored in a secure, enterprise level storage pillar which utilizes dedicated RAID automatically creating redundancy for all call recordings. This solution has proven to be highly reliable for storage while providing for efficient downloading of audio recordings. This recording storage architecture ensures no disruption in access and storage of critical inmate voice recordings.

The Chain-of-Custody in each copy of the recording is fully protected by GTL's Security Envelope; ensuring admissibility as evidence in a courtroom.

Call Detail Record Storage

Upon completion of a call at a NDCS facility, a copy of the CDR will be stored at GTL's Primary Data Center for the duration of the contract. In addition, a redundant copy of the call detail record is automatically copied to the GTL Secondary Data Center in Texas. All call detail records are archived at GTL Data Centers and are accessible on-site through the ITS Management Program. Call records at each site are periodically backed up for redundancy. This creates a total of four copies of each and every call detail record. Call detail records are stored, managed and backed-up by the GTL database administrators managing validation. The ITS Management Program provides a link to call detail records through its interface.

Redundant copies of call detail records exist for the life of the contract and, in compliance with IRS regulations, are further stored at GTL for a minimum of seven years after the conclusion of the contract. Should call records be destroyed in at disaster at one location, they can easily be restored from any of the several redundant copies at other locations.

Restoring System Databases

The ITS databases are managed and stored at GTL's secure Data Center facilities. Two types of databases work in concert to support basic system functionality:

> **Validation Databases:** GTL's MIS database administrators manage the databases required for Validation. Validation includes all ITS site-specific data such as: Inmate PINs, Allowed Calling Lists, Privileged (attorney) Numbers, Blocked numbers, as well

as all real-time information polling of the Line Information Database (LIDB) for billing and general blocking of numbers. Validation data are stored and replicated at two geographically separate sites for immediate access in time of need.

Site-Specific Settings. GTL Technical support maintains the system settings or contract specific databases for all ITS locations. These databases deal with contract or site configurable data. Examples include phone on / off times, Speed Dial, Hot Number Alert, Class of Service and station specific restrictions.

Each type of database is backed-up with redundant copies available upon need. All Engineering source code is stored, maintained and backed-up in GTL's Team Foundation.

All CDRs are accessible on-site through the ITS Management Program. If a piece of on-site hardware fails, there is no need to "rebuild" CDR databases. CDRs are stored, managed and backed-up by the GTL database administrators managing Validation. The ITS Management Program provides a link to call detail records through its interface.

Should it become necessary to restore a piece of site hardware; the ITS databases, configurations, and settings are all configurable via the network connections. Technical Support will reload contract specific settings and configurations. All other (more critical) databases remain whole in both Alabama and Texas. Once a site is restored to the network and Validation recognizes the IP address of the site coupled with the Sub ID, paths are restored to the proper databases for the facility.

Data Center Security

All Data and System Control Centers are secure, climate controlled fortresses that are protected to the highest degree possible from natural disasters and unauthorized access.

- Perimeter gated fence with guarded fence access.
- Level 4 hurricane rated building.
- Centralized badge access system ensuring only authorized individuals enter and only appropriate employees have access to physical servers.
- 24/7 video monitoring and recording of data center computer rooms.
- Approved escort required to accompany visitors and janitorial staff.
- FM 200 Fire system.
- Dual grid AC power to data center.
- Diesel powered backup generators.
- UPS protection of all servers.
- Firewalls and Wireless Intrusion Prevention Systems to alert and block electronic intrusion.

Disaster Recovery Progress Reports

From the moment of disaster awareness to full restoration of services, GTL's Disaster Recovery Team will keep the NDCS points of contact fully informed of the status of recovery efforts. Progress reports will be provided every 30 minutes, or other agreed upon time frames, until all service is restored.

Summary

GTL minimizes risk to our ITS network by proactive installation of high quality equipment; properly installed, maintained, and continuously monitored. Event-recognition technology including ITS Self-Diagnostics and SNMP keep GTL informed of system performance in real time. Redundancy of critical components safeguards system functionality and redundant data storage ensures data restoration capability should it be needed.

When problems occur or disaster strikes, GTL is well prepared to respond quickly and effectively. As an ongoing part of daily GTL operations, our organization prepares for emergency restoration of facilities in unison. Working together as a team, we have assembled plans and procedures to be followed during such an event in order to minimize the impact catastrophic network outages might otherwise have on our customers.

GTL's highly trained personnel have the equipment, materials, and know-how to effectively deal with both minor and major events that may threaten the availability of the ITS and services we provide at NDCS Facilities.

—END OF SECTION—

E.10. Remote Access (VPN) for System Support and Maintenance

a. **NDCS will provide the contractor with a maximum of three individual VPN accounts upon request. The VPN system for the State of Nebraska is provided by the Nebraska OCIO.**

GTL has read, understands, and complies.

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b. **The contractor notifies the NDCS project manager about the need for remote access. NDCS will give the OCIO VPN form to the contractor and they will return one form for each person who needs access. The form will be signed by the NDCS project manager for authorization, and then the form will be given to NDCS IT to review network policies. IT will submit the request to OCIO and when the account is ready, IT will send connection instructions to the contractor directly.**

GTL has read, understands, and complies.

—END OF SECTION—

E.11. Network Requirements

The type of data network used will be the responsibility of the contractor, however all site information to include recording and monitoring must be made available to the central administration workstations on a "real time" basis.

GTL has read, understands, and complies.

GTL's Inmate Telephone System is a Web-based, centralized, real-time, turnkey system that comes complete with all equipment, hardware, and software—including the telephone network, circuits, recording system, call-control system, telephones, workstations, printers, and associated software.

The GTL ITS Solution is characterized by:

- **Open architecture** for easy interfacing with NDCS's jail management and/or commissary/inmate trust systems
- **Specialized and highly configurable** call-processing and recording system designed and built for use by correctional facilities.
- **Extensive reporting capabilities** for administrators and investigators.
- **Flexible payment options** for inmates and their families and friends.
- **Easy-to-use Graphical User Interface** and password-protected access.
- **Dedicated network** securely links your facility to GTL's off-site data centers and makes all ITS features available to authorized users from anywhere there is an Internet connection.

GTL ITS System Network

GTL's unique ITS solution includes not only the physical call-processing hardware, but also the corresponding network hardware and circuits, designed specifically for the needs of each correctional facility. With this true end-to-end solution, GTL is able to transmit data over a packet-switched network to continuously back up all call records to our offsite data centers, stream live calls directly to remote investigators, and access phone company databases for highly detailed call validation of each and every call.

In addition to remote access, the ITS solution also offers the ability to setup a firewalled network-to-network interface (NNI) with the NDCS's local area network (LAN) to allow a physical network connection to GTL's private secure network. Connecting this way allows for high-speed access for live monitoring and playback of recordings without burdening the client's network. GTL has extensive experience setting up fast and flexible NNIs and uses this architecture in a number of sites to interface and integrate with other service providers, such as the Commissary, OMS/JMS, and Inmate Banking.

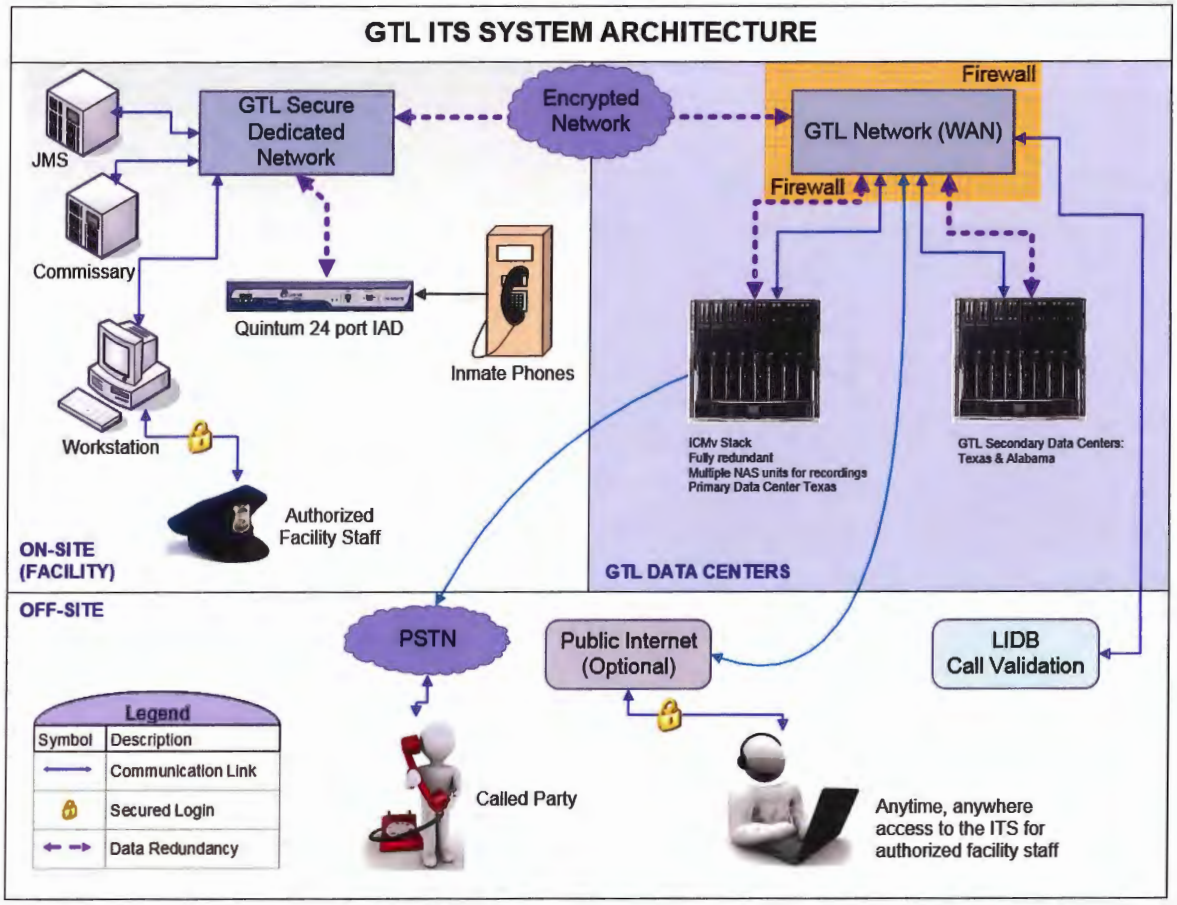

Figure 91 The GTL Secure Network

While other companies have tried to use all-internet solutions or adapt PBX machines, the GTL ITS solution truly combines the reliability and reach of the PSTN; the security and high-speed throughput of a dedicated, secure WAN; the ease-of access of the public Internet, and the flexibility of a fully programmable server. Further, and as a point of pride for GTL, the team that designs and builds the GTL ITS is the same team responsible for the ongoing support of the solution.

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The type of voice network used will be the responsibility of the contractor. A Voice over Internet Protocol (VoIP) solution will be permitted, however the contractor must provide some type of redundancy so that facilities are never isolated from electronic monitoring from the Central administration site.

GTL has read, understands, and complies.

GTL has gone to extraordinary lengths to ensure the safe keeping of system configuration information and inmate call records. The GTL Inmate Telephone System design provides redundancy of critical operational components and allows automatic backup of call data. GTL maintains a completely redundant back office support structure with multiple Data Centers; all of which are staffed with knowledgeable Network and Technical Support personnel.

GTL's centralized calling platform provides advanced centralized processing; requires minimal on-site equipment; and takes advantage of the most technologically advanced features available to the telecommunications service industry. Our centralized platform, provides greater security for your inmate call data, eliminates the most common problems associated with on-site equipment failure, and effectively puts GTL's highly trained service personnel continuously "in the room" with your calling platform and call data.

Redundant Control Computers: GTL maintains a completely redundant back office support structure; with two data centers located in Texas. Both centers are staffed with knowledgeable Network and Technical Support personnel. Additionally, all operations of GTL's primary billing office, headquartered in Mobile, Alabama, can be redirected to the Primary Data Center during preparations for any potentially catastrophic event, such as a major hurricane, flood, or fire.

At each GTL Data Center, telephone system controls for every site are housed in multiple, identically configured computers. If one of the computers fail, the others automatically take over. In the unlikely event all computers at one GTL Data Center fail, the computers at the alternate Data Center automatically take over all system operations. Each backup computer rack is independently capable of performing all Management Data Center functions. Massive generators back up the electrical systems at both the Primary and Secondary Data Center locations.

Redundant Broadband Connections: The GTL Data Centers have redundant broadband connections into the data network from multiple Internet service providers (ISPs). These connections are provided by different carriers providing a diverse path into the facility. Multiple front-end routers are configured for fail-over switching in the event of a router or network outage. In the event of an ISP network failure or router failure, the traffic will automatically route to a second ISP.

Call Data Redundancy: The GTL Data Center stores redundant copies of all call detail records and performs validation of calls. A bank of central processors located in the GTL Data Center is responsible for managing call flow from start to end of call. Voice recordings are housed and maintained at the Data Center in a multi-terabyte large scale data warehouse. Network management of all elements in the network is performed at the GTL Central Data Center.

GTL's ITS Solution is a centralized non-premises based system that is configured with built-in redundancy to reduce interruption of service and prevent data loss. The call detail record (CDR) for each inmate call will be digitally transmitted as the inmate goes off hook, automatically, for storage on a secure, dedicated Redundant Array of Independent Disks (RAID) at the GTL Data Center in Dallas, Texas. Data replication associated with RAID storage automatically creates the first level of redundancy. A redundant copy of the call record is

automatically replicated to a dedicated SQL Replication Server located in the Secondary GTL Data Center Texas. The database archives at both of these sites are routinely backed up. When the call is finished, an exact copy of the completed call record (minus the recording) is transmitted, in real time, to GTL's Call Control Center in Mobile, Alabama, for archival and billing preparation. All data centers are lightning and surge-protected and have UPS and back-up power generators. All of the facility's inmate call records remain archived off-line at the GTL Control Centers should NDCS need them.

Voice recordings are stored for the agreed upon storage period. With the use of a redundant RAID array, GTL provides storage in different places within the hard drives to provide data replication.

***Redundant System Database Storage**:* Information from the GTL system databases is stored with redundancy in our Primary and Secondary Data Centers in Texas. Each type of database is backed-up with redundant copies available upon need.

Redundant Validation Pathways: GTL configures each facility with two T1 lines. If the first T1 access becomes unavailable for any reason, access across the second line occurs automatically. Each NDCS site is assigned a principal validation location, either the Primary or Secondary Data Center. However, all sites will contain the registry keys for both data centers. Should a failure at one facility occur, the secondary keys would provide connectivity to the alternate site. This occurs automatically without human intervention.

Redundant Power Supply: In the event of a power failure at the correctional facility, GTL will provide an Uninterruptible Power Supply (UPS) that is designed to meet the runtime requirements for each individual facility. Rather than suggest a single unit for all sites, GTL will match the UPS to the hardware and network design for each facility to ensure that the unit is of the proper size to support the on-site hardware for the time required. An example of a UPS that may be used in a centralized network model for a small-to-medium sized facility would be the Smart-UPS 1000VA from APC, which offers more than an hour and a half of runtime on a power draw of 100W. In the absence of an emergency generator at the facility, upon expiration of the UPS, the system performs a safe shutdown to protect data. Once power is restored the system will reboot without human intervention and resume normal operations.

Redundant Carrier Lines: GTL uses multiple carriers between the Primary and Secondary Data Centers and maintains a level of service grade with the data circuit providers to ensure proper call validation and continuous record transfers. Should one circuit encounter problems that would affect the Inmate Telephone System functions, alternate lines are available at all times as dedicated options.

§

All data and telephone network used by the contractor provided system must be installed, maintained, and paid for by the contractor. At no time will the contractor be permitted to use State resources.

GTL has read, understands, and complies.

GTL's looks forward to continuing to provide NDCS with a no cost, turnkey solution that includes collect and prepaid calling services. If awarded, GTL will continue to install, maintain, and provide inmate telephones for local, Intralata, Interlata, and interstate calling services as required for NDCS facilities.

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All inmate telephones must be capable of functioning simultaneously. This will require a 1:1 ratio of telephones to outside lines.

GTL has read, understands, and complies.

All of the currently installed phones are able to operate simultaneously.

—END OF SECTION—

E.12. Telephone Equipment Requirements

All inmate telephones will be provided by contractors and must be heavy-duty wall mount phones to include:

a. **Hearing aid compatibility**

b. **DTMF signaling**

c. **Fully FCC and U.L. approved**

d. **ADA compliant and compatible with TDD devices**

e. **Armored cords**

a. **Volume control**

Telephone types and counts for each facility can be found in Attachment I.

Contractor must provide a portable telephone at each facility for use in segregation units and skilled nursing facility as indicated in Attachment 1.

Contractor will also provide cordless capability where identified.

Contractor must provide one (1) TDD unit at each facility location as indicated in Attachment 1. Additional TDD units shall be provided as requested by NDCS. Digital monitoring capabilities must be available for TDD units.

With the exception of cordless handsets, inmate telephones must be line powered.

Telephones placed in State facilities must utilize sturdy, high security construction, and have armored handset cords. Contractor shall provide spare telephone sets onsite at each location as indicated in Attachment 1. Contractor should provide as an attachment a photo and specifications of the telephone sets proposed.

GTL has read, understands, and complies with all of Section E.12 and its subsections.

GTL INCUMBENT

The equipment installed by GTL fully complies with NDCS's technical and functional requirements and meets all applicable industry standards and regulations.

GTL's inmate telephones are compliant with Americans with Disabilities Act (ADA), providing hearing aid compatibility and volume control.

GTL MEETS AND EXCEEDS

When necessary, inmate telephone handsets may be cradled in TDD units to permit severely hearing-impaired inmates to communicate with others through the inmate telephone system. Not only will NDCS comply with the ADA, but its investigators can still record and monitor these conversations. GTL has always been proactive not only with regard to meeting applicable ADA requirements, but also in truly serving the needs of those individuals with disabilities. To the degree permitted by a facility's structure, telephone units are mounted to ADA height and meet any other handicap-accessibility specifications. TDD units can be provided at any locations designated by NDCS.

GTL recently installed new WINTEL 7010SSE Cord on the Top Inmate Telephones for NDCS. This is the new benchmark for GTL correctional facilities. The superior design has reduced trouble tickets and repairs within GTL facilities wherever deployed and has led to increases in call volume of up to 7% due to maximum up-time availability.

Please refer to **Attachment B** for technical information, specifications, and photographs of the equipment provided by GTL, including:

- Wintel 7010SSE Cord on the Top Inmate Phone
- Ultratec Supercom 4400 TDD
- Portable Cordless Telephones
- Portable Cart-Mounted Inmate Phone

ADA Compliance of Standard Phones

Amplified volume control is a built-in feature of the inmate telephones proposed by GTL. The proposed telephone standard keypad assembly is ADA compliant and has a "raised bump" on the number 5 (five) button as required. Physically impaired inmates at correctional institutions nationwide are successfully using these standard keypads. The inmate telephone handsets are hearing aid compatible and meet E.I.A. Standard RS-504 for compatibility.

ADA Compliance for Wheelchair Access to Phones

GTL has already installed telephones at NDCS to accommodate wheelchair access. In locations with four or more telephones it is recommended that one of each group of telephones be located 36" above ground level to meet ADA specifications, as illustrated in Figure 92. Most other phones should be installed at a 48" height. ADA regulations specify that the minimum clear floor or ground space required to accommodate a single, stationary wheelchair and occupant is 30 inches by 48 inches (760 mm by 1220 mm). The minimum clear floor or ground space for wheelchairs may be positioned for forward or parallel approach to an object. Clear floor or ground space for wheelchairs may be part of the knee space required under some objects.

GTL already provides the number of TDD telephone specified by the NDCS.

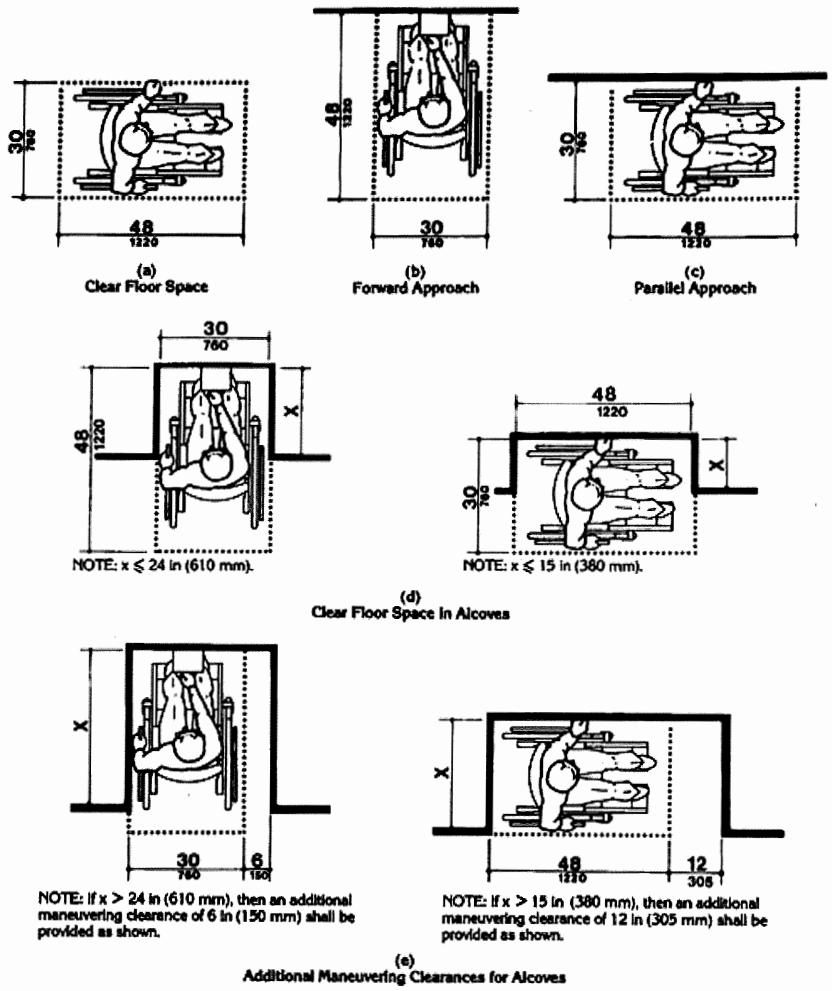

Figure 92 Size and Approach for Wheelchair Access

—END OF SECTION—

E.13. System Requirements

The Bidder's system must allow for programming of time frames when calls may or may not be placed. These calling windows must be programmable on a site-by-site basis.

GTL has read, understands, and complies.

INCUMBENT

The GTL ITS installed at NDCS already provides options for automatic daily turn on and shut off of telephone service at designated times for separate housing units and the telephones can be turned on or off at any time by authorized staff. Authorized staff controls override the scheduled on/off phone times. The phones can be shut down quickly and easily by using either system software controls or manual shutdown switches. Time frames for inmate telephone usage is configurable by individual NDCS facility or globally for all facilities.

Automatic Daily Turn On and Shut Off of Phones

GTL's Inmate Telephone System provides the ability to program times when the system will be available or unavailable for inmate calling.

- On/Off times may be programmed to the minute, 24 hours a day.
- On/Off times may be programmed to be unique on each day of the week.
- On/Off times may be programmed to be unique by separate housing units.

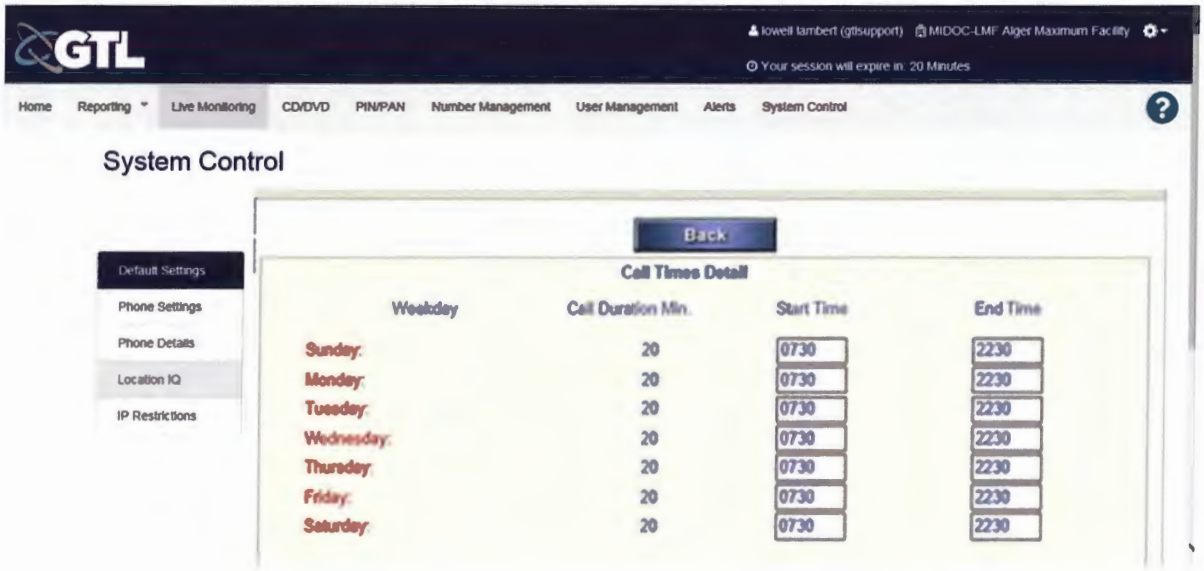

Figure 93 Scheduling Inmate Calling Times

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The Bidder's system must have the ability to block telephone numbers on a global basis. The NDCS maintains a list of telephone numbers that must be blocked from access by the entire system.

GTL has read, understands, and complies.

Number Management

The **Number Management** button on the GTL ITS dashboard provides access to the area of the system where billing telephone numbers (BTNs) are managed at the NDCS' discretion.

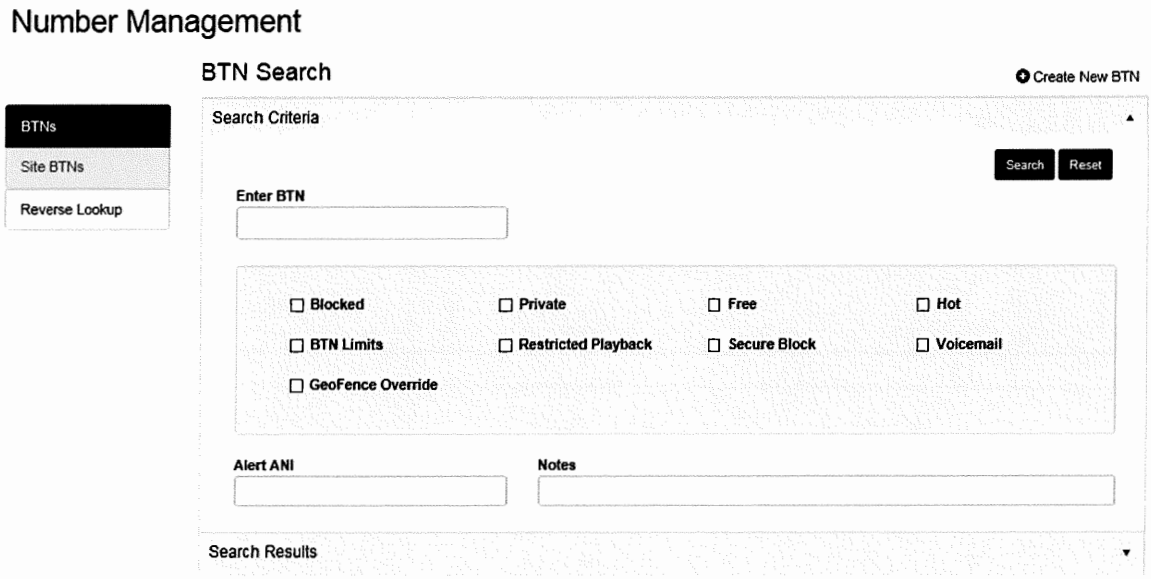

Figure 94 Number Management Controls

On the Number Management screen new numbers may be added to the system's Number database and existing numbers can be found for review or editing of previously assigned restrictions. The basic restrictions/privileges that may be assigned to a telephone number include:

- **Blocked** – Prevents inmate calls to this number
- **Private** – Inmate calls to this number will not be recorded nor subject to monitoring
- **Free** – Inmate calls to this number are entirely cost-free
- **Hot** – Inmate calls to this number will send an alert to designated personnel

- **Secure Block** – When checked this indicates that the party at the displayed number has exercised the right to block all future inmate calls
- **Restricted Playback** – Recorded conversations of inmate calls to this number will be inaccessible for replay by anyone except those authorized to do so or with administrator privileges set for this feature. This unique feature helps ensure that highly sensitive intelligence is not heard and leaked to news media or used in any other way that might compromise an investigation.

§

For the purpose of billing, and decrementing the inmate account, call timers may not begin until the inmate has an actual talk path established with the called party, and must end when one or both of the parties goes back on-hook.

GTL has read, understands, and complies.

GTL's Inmate Telephone System does not charge for unanswered or unaccepted calls. Billing begins only after the called party has positively accepted the inmate's call. Billing stops when either party hangs up or when the call is terminated by the system for reasons such as: the specified time limit has expired or the system detects potentially fraudulent activity.

Recording Setting Options

Depending on NDCS' preference, the GTL ITS can be configured to begin recording immediately with call initiation by the inmate or can be configured to delay the onset of recording until the call is routed to the destination number and picked-up.

<u>If recording is set to begin with call initiation</u> the digital recording will capture all sounds (both DTMF tones and spoken words) essentially from off-the-hook to call termination and will include:

- All voice prompts heard by the inmate; any additional automated messages to the inmate due to events such as failed validation, busy destination number, et cetera; and any words spoken by the inmate during call setup (e.g. inmate name if applicable).
- The tones of all digits dialed by the inmate during call setup (e.g. for language selection, PIN entry, destination number entry, et cetera).

- (If destination phone is answered) the **branding message** heard by the called party including the **inmate's name**, the name of the facility and the announcement that the call will be recorded and monitored.
- All voice prompts, options, and automated messages heard by the called party.
- The tones of all digits dialed by the called party in response to automated prompts and options (e.g. for language selection, rate quote, call acceptance, et cetera).
- (If call is accepted) the **entire conversation** including any voice overlays played during the conversation.
- If the call is terminated for any reason by the system: any termination message delivered before the connection is broken.

Whether or not the call is answered or accepted, the call detail record associated with the recording will capture in readable format the digits dialed by the inmate for **PIN entry** and the **destination number** plus the date and time of the call, as well as other details.

If recording is set to begin when a call is picked up, the digital recording will capture all sounds (DTMF tones and spoken words) from the time the called party picks-up until call termination and will include:

- The **branding message** heard by the called party including the **inmate's name**, the name of the facility and the announcement that the call will be recorded and monitored.
- All voice prompts, options, and automated messages heard by the called party.
- The tones of all digits dialed by the called party in response to automated prompts and options (e.g. for language selection, rate quote, acceptance, et cetera).
- (If call is accepted) the **entire conversation** including any voice overlays played during the conversation.
- If the call is terminated for any reason by the system: any termination message delivered before the connection is broken.

Whether or not the call is accepted, the call detail record associated with the recording will capture in readable format the digits dialed by the inmate for **PIN entry** and **destination number** plus the date and time of the call, as well as other details.

The Inmate Telephone System is configured with a courtesy prompt to announce the time remaining before a call is terminated. The call limit notification can be set at specific intervals, such as one minute or five minutes prior to call-time expiration.

§

The Bidder's system must be capable of storing all call detail records. System must be capable of producing real-time custom calling reports for investigative or auditing purposes. The following data elements must be available to query; PIN, called number, date, originating telephone set, time, originating number, terminating number, name and address, call duration, and call types. NDCS/YRTC prefers these data elements come from pre-paid calling, debit calling, and collect calling.

GTL has read, understands, and complies.

GTL's ITS is designed for easy, ***real-time, customizable/ad hoc*** reporting all ITS information that is needed by facility administrators and investigators. Powerful, but easy to use, reporting functionalities simplify the process of generating standard or customized reports that deliver exactly the information needed by each user. The reporting features are available via ITS **Anywhere Anytime Access** (no VPN required). Properly authorized users may access the reporting tools from any onsite ITS workstation, the client' on-site PCs, or any off-site PC (desktop or laptop).

The GTL Inmate Telephone System provides 4 reporting tools:

- **Graphs** – Call activity information at a glance
- **Call Detail Reporting** – Designed primarily for investigators
- **Report Builder** – Build custom and ad hoc reports
- **Advanced Reports** – Designed primarily for administrators

§

The Bidder's system must restrict incoming calls, with the exception of emergency situation(s) as defined by NDCS. This feature must be available on all inmate telephone sets.

GTL has read, understands, and complies.

The GTL Inmate Telephone System permits outgoing calls only. GTL employs several methods to ensure there will be no incoming calls to inmate telephones.

- GTL uses IPVPN circuits to connect each facility to the data center, eliminating the need for POTS (plain ordinary telephone service) lines connected to our system. It is not possible to make an inbound call to our system through an IPVPN circuit.
- Trunks in the ITS are engineered for one-way outbound calling only.
- The inmate telephones have no ringer or other means of signaling an incoming call.
- The Caller ID number displayed for outgoing calls is the GTL toll-free Customer Service number. The actual phone number for the circuit is never displayed; therefore, end

users will never have knowledge of a phone number to call an inmate at a facility even if the system allowed it.

Outgoing service will include local, intralata, interlata, interstate and international calling. Canada and the Caribbean are included in GTL's Interstate calling areas. GTL provides world-wide international calling through our prepaid and Debit calling options.

§

The Bidder's system must be capable of processing calls and making announcements in both English and Spanish. The ability to add additional languages must be available. System announcement capabilities must be programmable, and the NDCS will approve all automated language prior to being put into production.

GTL has read, understands, and complies.

GTL provides the following resources to assist Spanish-speaking customers.

- Spanish call prompts and announcements for inmates and called parties.
- Public literature in Spanish.
- Spanish customer service IVR and Spanish-speaking agents.

Language Support

The GTL ITS supports prompts in up to ten (10) languages. Clear voice prompts assist and instruct an inmate from the time he or she lifts the receiver until the call is completed and disconnected.

The Inmate Telephone System is initially configured to provide voice prompts in English and Spanish. GTL will consult with NDCS's designee prior to adding new languages, which are at no additional cost and can usually be loaded within 30 days of request. The automated operator can be loaded with up to ten languages for voice prompts for inmates and called parties. Besides English and Spanish, GTL currently supports Cantonese, Mandarin, Hmong, Portuguese, Arabic, Navajo, French, Somali, Armenian, Creole, Russian, Polish, Spanish (Castilian), and Vietnamese among others.

When an inmate initiates a call, GTL's automated operator prompts the inmate to select the preferred language via the phone's keypad (for example, "For English, press 1; para Español, marque 2"). That language will then be used for any voice prompts used during the call.

The called party selects the preferred language in a similar way. The prompt to the called party states: "Hello, this is a collect call from (inmate name), an inmate at the (facility name). To hear acceptance options in English, press 1, para Español, marque 2." This option is repeated twice; if no language is selected, the acceptance prompts begin in English.

PIN-based facilities using PAN (Personal Allowed Number) lists may elect to set a language preference for each phone number on an inmate's PAN list. When the PAN number is dialed, the system will automatically use the language designated for that number.

§

The Bidder's system must be capable of playing periodic voice overlays announcing that the current call is being placed from the (name, city, and state of the corrections facility). These announcements must be played at random intervals, no more than twice per fifteen (15) min call, and must be audible to the called party. Inmate voice must be muted during the playing of these announcements.

GTL has read, understands, and complies.

Voice overlays during inmate calls are a standard feature of the GTL Inmate Telephone System. The automated operator can play any message to the called-party either at set times, or randomly throughout the call (so that inmates who know that these messages are played cannot anticipate them and attempt to mask them by shouting). These voice announcements can be custom recorded or a standard message like, "This call is from a correctional facility and is subject to monitoring and recording." All overlays and announcements can be customized to NDCS' preferences during system installation.

Overlay announcements are an effective fraud and harassment prevention tool. If an offender attempts to fraudulently access outside numbers, voice overlays limit abuse of the general population and provide an indication of where the call originated. The called party is made aware of the origin of the call at all times, which is especially important if the called party accepts the call in error. Any inappropriate calls can be easily reported to facility personnel.

Typically, the message is programmed to repeat every five minutes, resulting in three announcements during a 15-minute call. GTL will work with NDCS to establish these settings for maximum effectiveness and minimal call intrusion.

§

The Bidder system must allow for calling restrictions or suspensions at the individual account level. Individual inmate accounts must reside in the database for each facility Statewide. This will permit an inmate to be transferred from one facility to another without the need for establishing a new account.

GTL has read, understands, and complies.

Restricting Inmate Calling by PIN

NDCS inmate calling restrictions are able to be placed on the individual inmate and can be controlled through the system in the PIN Detail screen of the ITS user interface. Restrictions can be placed for; suspension of calling privileges, specific phone usage, number of calls that can be placed, the days or time for allowed calls, or the length of the calls may be reduced. In addition, the called party number or BTN availability for inmate calling may be restricted by using the system PAN feature. All of these variables are established within the individual inmate's profile with the use of the PIN.

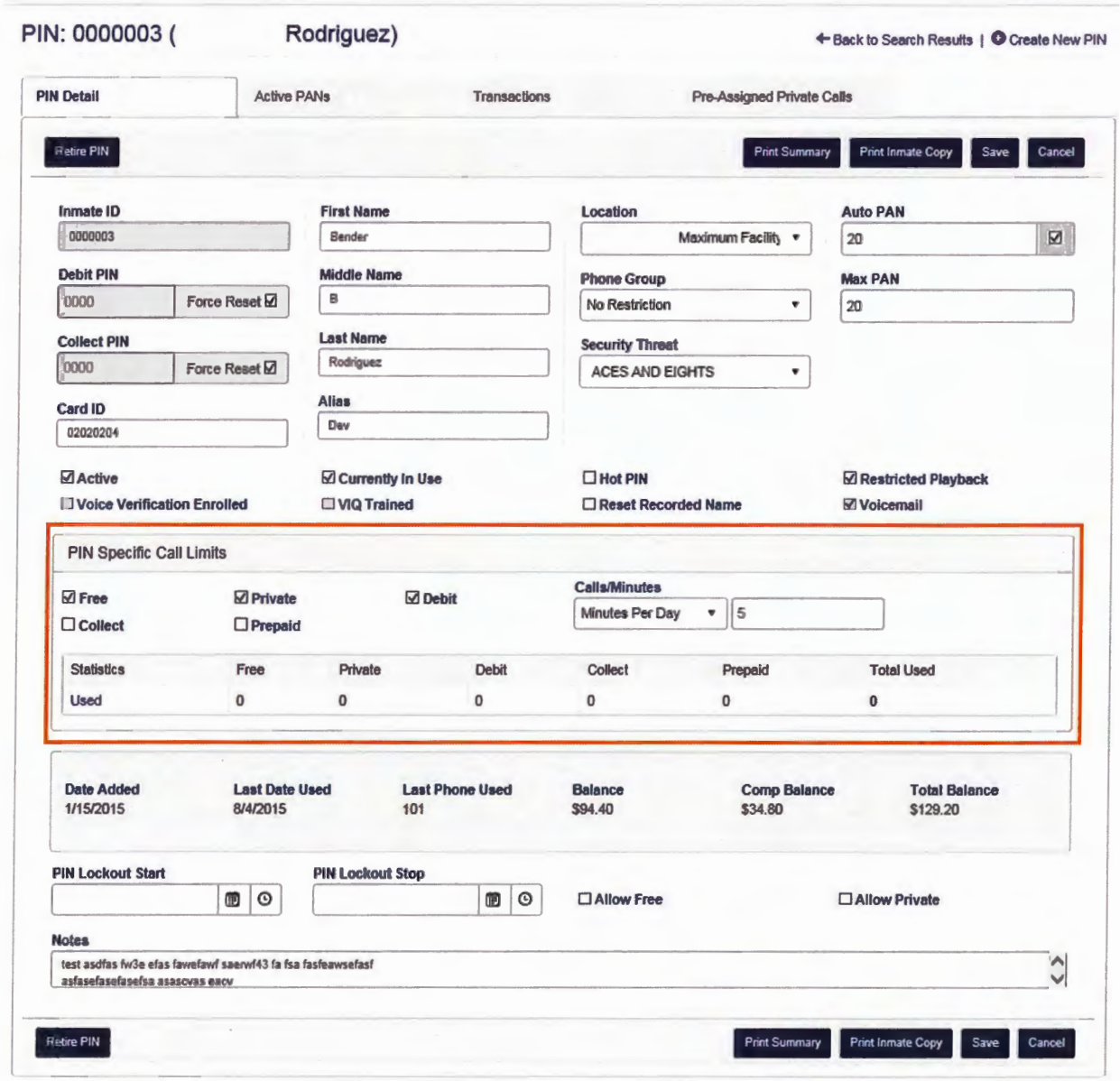

Figure 95 PIN Detail Screen: Restricting Calls

Blocking Numbers for Specific Inmates

Phone numbers can be blocked in the PIN database for a specific inmate using the PAN feature. The number to be blocked is entered into the inmate's PAN and then blocked to that inmate by checking the "Blocked" check box, as shown in the sample screen below.

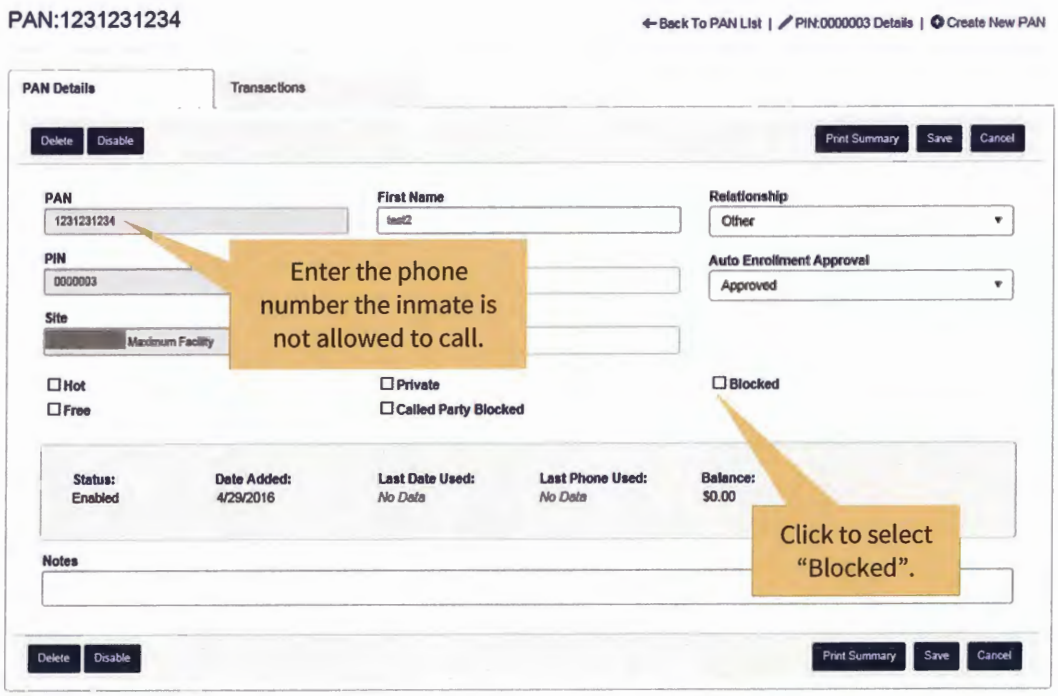

Figure 96 Blocked Numbers for a specific Inmate PIN

Transition of Blocks. All specific blocked numbers and number ranges were imported to the system during activation.

Individual inmate accounts reside in the database for each facility Statewide. An inmate can be transferred from one facility to another without the need for establishing a new account.

Available Calling Restriction Features

Table 6 Calling Restriction Features

Feature	Description
Limit the Number of Refused Calls	Limits an inmate's ability to continue making calls after a specified number of called parties have refused a call in a specified period of time. This reduces attempts at hacking, as well as harassment.
Limit PIN by Location	Restricts an inmate's PIN to making calls from a single location.
Call Duration Limit by Combination of Factors	Allows for setting of individual call duration limits for inmates. Limits can also be flexible, depending on the location from which the inmate is calling (e.g., infirmary, solitary confinement, work areas). Extended durations can be permitted for certain calls (e.g., attorney, clergy, physician, or other).
Individual Number Blocking	Prevents calls to certain numbers and groups of numbers for certain inmates. Usually used to stop harassing or abusive calls.
Inmate Calling Privileges Suspension	Suspend any inmate's calling privileges beginning and ending at any time or date administrator chooses.
Individual Inmate Hours Restrictions	Provides additional restrictions for inmates to limit the number of hours and times of day when they are allowed to place calls.
Limit Completed Calls	Limits the number of completed calls an inmate is allowed to make to any one number in a single day. This prevents inmates from monopolizing the phones by repeatedly calling the same number after their call duration has elapsed. It also helps families keep costs down.
Personal Allowed Numbers (PANs)	Restrict an inmate's calls only the numbers on a pre-approved PAN list. This makes stealing another inmate's PIN of little value.

§

Calling and time restrictions must be established at the facility level, and will vary from facility to facility depending on needs. The contractor must provide a system that allows designating inmates to place calls to a specified number and duration, above and beyond the standard duration of time.

GTL has read, understands, and complies.

Since GTL is the incumbent provider, calling and time restrictions have been established at the facility level based on individual facility needs. The system allows designated inmates to place calls to a specified number and duration limit, above and beyond the standard duration of time.

System Controls Database

The **System Control** button on the ITS dashboard provides access to information and settings for inmate telephones and default settings for call detail reports.

The GTL Inmate Telephone System allows authorized facility staff to set controlling parameters for what are arguably the most fundamental aspects of the telephone system: inmate phones and call detail reports.

- Set Defaults for Call Detail Reports (number of call records per page, et cetera)
- Review Current Settings for all Telephones in the Facility
- Shut-Down the Entire Inmate Telephone System (all phones at once)
- Shut-Down Phone Service in Selected Area (individual phone/groups of phones)
- Set Phone Usage Parameters (for all phones, groups of phones, or individual phones):
    - Schedule Service On/Off Times
    - Require PIN Entry – for all calls or only for calls of specified types
    - Activate/Deactivate Call Recording
    - Set Call Duration – same for all calls or longer/shorter for different types of calls
    - Override Global Limits
    - Set phone(s) for free local calls
    - Limit the number of free calls per day
    - Set phone(s) for local-only, collect-only, debit-only calls
    - Limit number of calls per day, week, or month
    - Limit minutes-of-usage per day, week, or month

§

The proposed system including monitoring and recording equipment must be expandable with software upgrades as they become available and are approved by the State. These upgrades must be performed at no cost to the State, at a mutually agreeable timeframe.

GTL has read, understands, and complies.

GTL's current system at NDCS is expandable and software upgrades will continue to be performed as they become available at no cost to the state, including monitoring and recording equipment. Upgrades will continue to be performed with State approval at a mutually agreeable timeframe.

As the incumbent provider, GTL has intimate knowledge of the expansion needs of NDCS. We recently installed the most advanced ITS in the industry at NDCS facilities. All telephone sets have been replaced with new equipment.

The staff in place today already provide accurate information to resolve all issues, is available at all times needed, offers advice on how to better utilize the products and serves as an advocate to NDCS for better utilization of its product and rich feature set. GTL will continue to grow with the NDCS on future facility expansions and additions. We understand the importance in creating system balance to renovate, expand, and build-out new technology systems that enrich efficiencies serving the NDCS well into the next century.

§

The Bidder system must allow the person accepting a collect call to inquire about the charge for a call prior to accepting it. Explain how the bidder's proposed system meets this requirement.

GTL has read, understands, and complies.

Today, the called party is provided an option to press a DTMF digit and receive a rate quote prior to call acceptance. The rates are retrieved from GTL's centralized rating system. The rate-quoting feature will quote to the called party the cost of the first period or minute and, when applicable, the cost for any additional period(s) or minute(s). This ensures that there are no surprises to friends and family members.

Inmate Call Branding. When an inmate's call is answered, the system's automated operator identifies for the called party both the inmate and the facility from which the call was placed. For example, the branding message for a PIN Debit call is similar to:

> "You have a [Prepaid Debit Call] call from [INMATE NAME], an inmate at [NDCS/YRTC FACILITY NAME]. This call may be monitored and/or recorded."
>
> "If you wish to accept this call, press [designated digit] and hold."
>
> "To deny the call, press [designated digit] and hang up."
>
> "If you wish to block future calls of this nature, press [designated digit]."
>
> ***"To hear costs for this call, press [designated digit] and hold for rate information."***

§

All data for each NDCS facility to include call detail records, call recordings, and platform operating system must be backed up daily. Backups whether on tape or hard drive media must be maintained in such a manner that they can be used to restore 100% operation to a site regardless of outage cause within 24 hours. Outages that are a result of corrupt or missing data must not last more than 24 hours. Processes for system backup, redundancy, and recovery must be outlined in the bidder's response.

GTL has read, understands, and complies.

All of GTL's ITS components are fully hosted solutions at GTL-operated data centers. All network equipment and circuits between NDCS facilities and our data hosts are planned, executed, and maintained by GTL at no cost to the NDCS.

GTL leases data circuits from major carriers such as AT&T and Verizon. GTL provides almost unlimited bandwidth for our clients to access to the system's centralized databases. The only limiting factor is the bandwidth of the user's connection.

All call data is stored at GTL Data Centers with integrated redundancy. All calls are delivered over a firewall-protected WAN. All transmission of data to our off-site databases and servers at our Texas and Alabama facilities are encrypted according to IPsec protocols. The database for the system is maintained at our Primary Data Center located in Texas. All call records are automatically replicated and transmitted on an on-going basis. Our Data Center in Texas includes the controlling computers for the ITS.

Voice Recording Storage

Upon completion of a call at an NDCS facility, a copy of the call's recording will be transmitted to the GTL Primary Data Center in Texas where each is digitally stored in a secure, enterprise level storage pillar which utilizes dedicated RAID, automatically creating multiple layers of redundancy for all call recordings. The GTL ITS storage server is composed of a server farm or "cloud" of servers. If one goes down, others are already in production to pick up the load without impact to the platform. This solution has proven to be highly reliable for storage while providing for efficient downloading of audio recordings. This recording storage architecture ensures no disruption in access and storage of critical inmate voice recordings.

Call Detail Record Storage

Upon completion of a call at an NDCS facility, a copy of the call detail record (CDR) will be stored at GTL's Primary Data Center for the duration of the contract. In addition, a redundant copy of the call detail record is automatically replicated to a warm spare database server in the Primary Data Center and can be restored to operation within an hour should we have a catastrophic outage of the database server. All call detail records are archived at GTL Data Centers and are accessible on-site through the ITS Management Program. As a second level of defense, the GLT ITS data is backed up nightly and the backups are stored on a separate physical device in the Data center. These could be restored within 12 hours if needed. Call detail records are stored, managed and backed-up by the GTL database administrators managing validation. The ITS Management Program provides a link to call detail records through its interface.

Redundant copies of call detail records exist for the life of the contract and, in compliance with IRS regulations, are further stored at GTL for a minimum of seven years after the

conclusion of the contract. Should call records be destroyed in at disaster at one location, they can easily be restored from any of the several redundant copies at other locations.

Database Storage

The database for the system is maintained at our Primary Data Center located in Texas. Each type of database is backed-up with redundant copies available upon need. The GTL ITS data is replicated to a warm spare database server in the Primary Data Center in Texas and can be restored to operation within an hour should we have a catastrophic outage of the database server. All Engineering source code is stored, maintained and backed-up in GTL's Team Foundation.

Should it become necessary to restore a piece of site hardware; the ITS databases, configurations, and settings are all configurable via the network connections. Technical Support will reload contract specific settings and configurations. All other, more critical, databases remain whole in both Alabama and Texas. Once a site is restored to the network and validation recognizes the IP address of the site coupled with the Sub ID, paths are restored to the proper databases for the facility.

Data Center Security

GTL's highly trained data center personnel continuously monitor the GTL network and are physically "in the room" with your call records and system configuration data. All Data and System Control Centers are secure, climate controlled fortresses that are protected to the highest degree possible from natural disaster and intrusion ensuring the safe-keeping of all NDCS call data and system functionality.

- Perimeter gated fence with guarded fence access.
- Level 4 hurricane rated building.
- Centralized badge access system ensuring only authorized individuals enter and only appropriate employees have access to physical servers.
- 24/7 video monitoring and recording of data center computer rooms.
- Approved escort required to accompany visitors and janitorial staff.

- FM 200 Fire system.
- Dual grid AC power to data center.
- Diesel powered backup generators.
- UPS protection of all servers.
- Firewalls and Wireless Intrusion Prevention Systems to alert/block electronic intrusion.

Why Is This Important?

Data Center safety, security and redundancy are imperative especially in an environment where centralized platforms are being proposed. Last year, an inmate telephone service provider experienced a disruptive outage that impacted their customer base.

As evidence of our commitment to our Data Center Strategy, last year GTL announced the expansion and upgrade of our Houston Data Center. By expanding our Houston Data Center, we are investing further into the necessary redundancy required to handle our growing voice and data requirements.

GTL runs four Data centers in the southeast and southern United States. Infrastructure for GTL's various platforms are dispersed among the Data Centers, with high levels of redundancy both within and among data centers. For instance, the validation systems for the company's calling platform are present in two geographically separate locations. If call traffic can no longer route through one Data Center due to power failure, natural disaster – including a once-in-a-lifetime weather-related event – or other major issues, the call validation traffic can be pushed to the other center, ensuring disruption-free service. Additionally, each platform is hosted on multiple servers and routes through redundant paths, ensuring continuity of service.

The company relies on diverse circuits to complete calls, ensuring that issues with a single or even several circuits will not result in service outages. GTL has also placed a focus on redundancy in key support systems at each of its data centers, including HVAC, power generators, and uninterruptible power supplies (UPS).

GTL would be pleased to arrange for a tour to see firsthand the resiliency of our Data Centers.

Over the years GTL has had opportunities to confirm our preparedness for challenges to operations. Significant hurricanes and storms have come and gone at two of our Data Centers in Texas and Alabama with no effect on GTL operations. In 2008, Houston, Texas was slammed by the full force of Hurricane Ike. In spite of its power and size, this storm did not impact our customers. In 2011, tornados went through the state of Alabama and our Data

Centers withstood the onslaught. We have firsthand experience dealing with these types of events. GTL's proven strength and reliability in the face of potential disaster could have only been achieved through careful planning and preparation by experienced professionals.

Our Data Centers have multiple generators with enough fuel to last at least a week, with back-up supplies in safe staging areas. We also have sufficient UPS capability to bridge the cutover to the generators. These generators will supply power for both the data equipment and the necessary air conditioning systems.

GTL has multiple carrier grade fiber optic network paths carrying data between the Data Centers so that if one site is affected it is easy to switch data center operations to the alternate site.

GTL's conceptual plans for major types of outages have been realistically tested by the eye-of-the storm. And our systems have not lost a beat. We firmly believe that we have plans in place to address and successfully maintain services during the most likely disaster scenarios that might otherwise impact GTL operations.

—END OF SECTION—

E.14. Live Monitoring Requirements

The Contractor's system must allow for live monitoring of calls in progress from individual workstations. Staff must be able to monitor multiple calls simultaneously. The Contractor's system must be able to show all active calls on a single screen, and staff must be able to move from one call to another quickly. Moving from one call to another must take no more than five (5) seconds. Live monitoring calls shall have the capability to be forwarded to designated NDCS/YRTC phone numbers.

GTL has read, understands, and complies.

GTL's Inmate Telephone System allows authorized NDCS staff to monitor inmate phone conversations in real-time. The system's live monitoring component will be accessible to authorized personnel through the system workstation at the facility and via GTL's secure Internet connection from a desktop, laptop, or other remote means. Whether at an on-site workstation or connected through the Internet from a remote location, only those with appropriate security clearance will be able to access the password-protected live monitoring component.

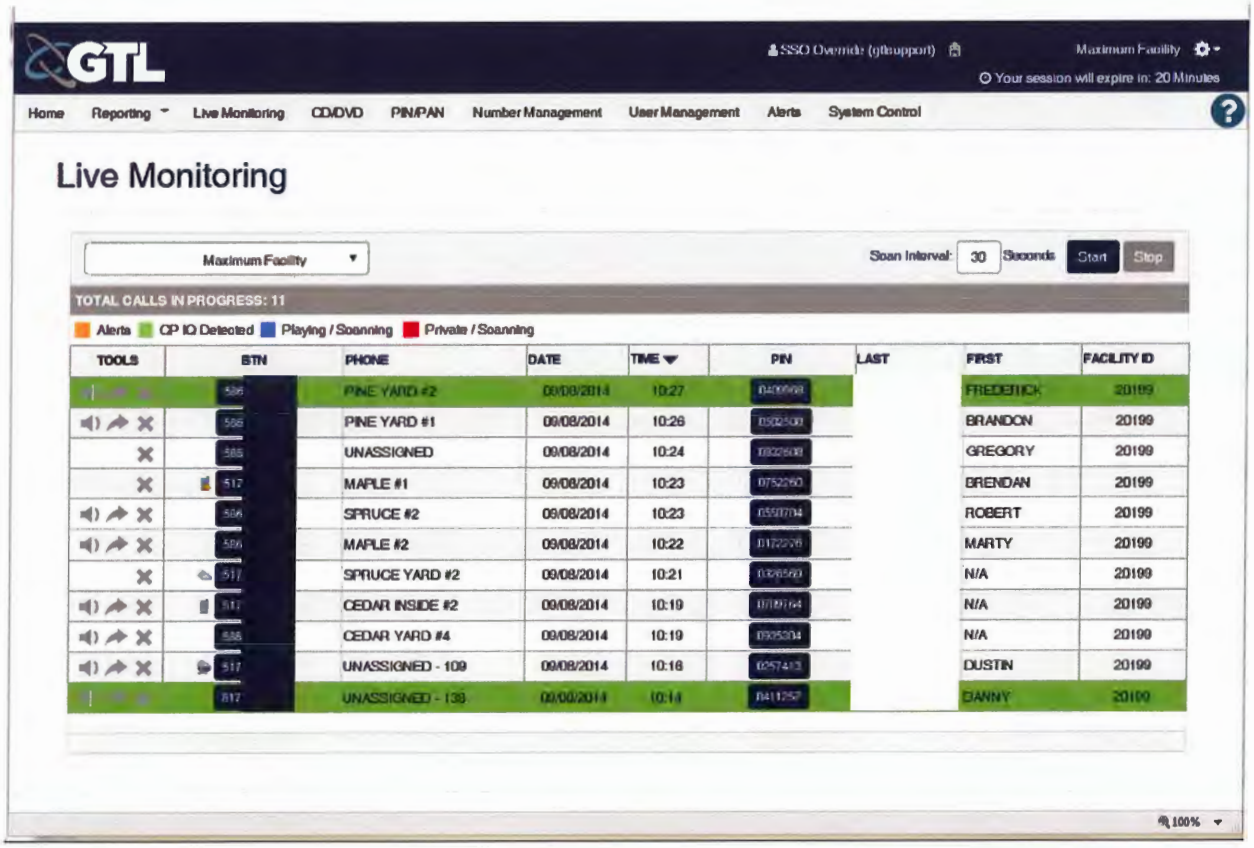

Figure 97 Live Monitoring Screen

Calls-in-progress are displayed on the system's Live Monitoring screen and can be selected for listening by inmate PIN or the called number.

The system's "hot" number alert function can be configured to auto-forward special calls-of-interest to a pre-designated number in the Inspector General's Office. An authorized user monitoring calls may also forward calls-of-interest, for example, to the Inspector General's designated number or other approved numbers for investigative staff.

Live monitoring functions for calls-in-progress include:

- Allows the user to manually select and listen to a particular call in real-time; for any length of time.
- Allows the user to activate Scan, which causes the system to sequentially auto-select and "play" the live conversion of each active call for a specified interval (e.g. 30 seconds), before scrolling to the next active call. When the last call on the Live Monitoring screen is scanned, the scan cycles-back to the top and begins again. At any point, the user may stop the scan and listen to a conversation of particular interest for any length of time.
- Allows the user to disconnect (end) any call in which the conversation is inappropriate or threatening.
- Allows the user to forward a call-of-interest to a designated number.
- Alerts the user when a call was placed by an inmate with a "hot" (alerted) PIN or when an inmate has called a "hot" (alerted) destination number.

Authorized persons who are to be notified when a hot telephone number (BNT) or hot PIN is used are designated on the system's Alerts screen.

Figure 98 Alerts Screen

Live monitoring is not detectable by the inmate or by the called party and does not interfere with the continuous recording of the conversations. Several investigators may monitor the same call at the same time.

Forwarding Calls to Investigators

The live monitoring functions within GTL's Inmate Telephone System for calls-in-progress include, but are not limited to call forwarding.

Manually Forward Calls to Investigators

An authorized person listening to a live conversation can manually forward the call to a specified telephone number by clicking the **Forward (F)** icon on the Live Monitoring screen and designating the number to which the call is to be forwarded.

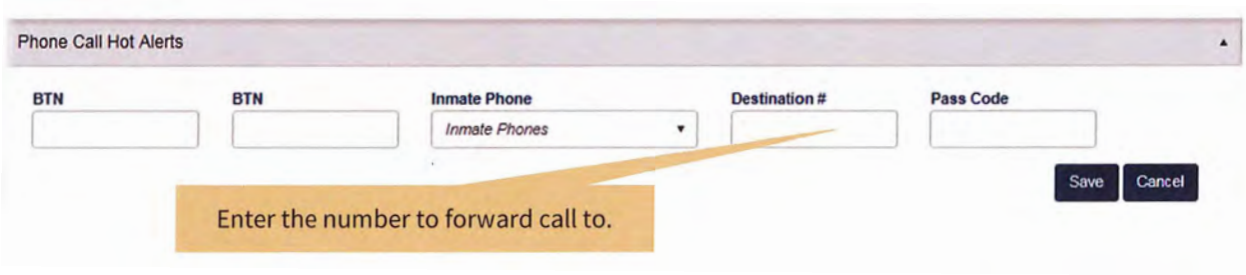

Figure 99 Forwarding Live Calls to Investigators

Automatically Forward Calls to Investigators

The system automatically alerts and forwards a call to specified investigator(s) when a call is placed by an inmate with a "hot" (alerted) PIN or when an inmate has called a "hot" (alerted) destination number. Alerts may be sent to a phone, pager, or email address. When the alert goes to an investigator's phone, he or she has the option to listen to the call as it happens, in real time.

Authorized persons who are to be notified when a hot telephone number (BNT) or hot PIN is used are designated on the system's **Alerts** screen. At the NDCS' discretion, investigators receiving alerts may be required to enter an approved pass code to access the live, forwarded conversation.

Figure 100 Hot Alerts

Restricting Call Recording

Approved legal/attorney numbers are protected from recording and monitoring by designating them as Private *in the system's Number database. Adding a number to the system's Number database and clicking to activate the* Private *call attribute ensures that the system will not record calls to that number and will not permit audio monitoring of calls to that number.*

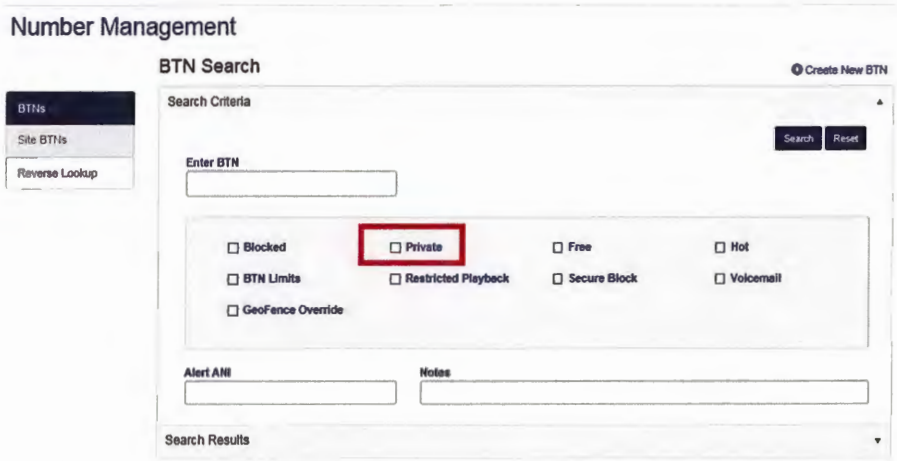

Figure 101 Number Management for Private/Legal Number

Authorized personnel viewing active calls on the ITS Live Monitoring screen can access the call history for a particular telephone number displayed on the Live Monitoring screen.

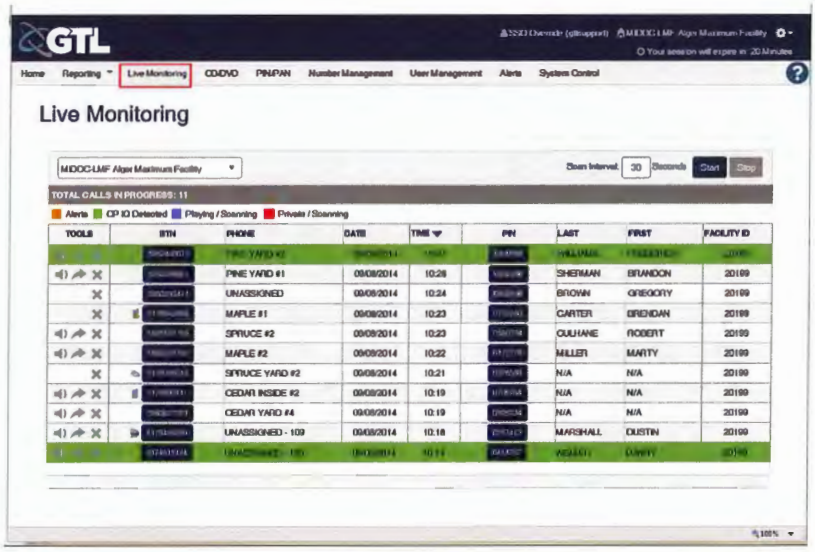

Figure 102 Call History During Live Monitoring

An additional tab to view the Call Detail Screen can be used to look up the call history for a number, while still keeping the Live Monitoring screen open. From the Call Detail screen users can review recent call activity for the called number (BTN) of interest.

Call Detail Report

Back

Drag a column header and drop it here to group by that column

Add To Queue | Enter Export File Name | Selected Only | Reset | Save | Clear

#	STATUS	BTN	PIN	DATE	TIME	DUR.	RESULT	PHONE	CALL TYPE	CHARGE	DETECT	VIQ
1			0629787	03/16/2016	21:58		Inmate Hungup	Unit 8 East #4	Debit	$0.00		
2		(574) 514-7992	0589590	03/16/2016	21:55	02:15	Called Party Hungup	Unit 8 East #1	Prepaid	$0.83		
3		(734) 292-1783	0280849	03/16/2016	21:54		Not Accepted	Unit 8 West #4	Prepaid	$0.00		
4		(989) 443-0782	0265652	03/16/2016	21:53		Not Accepted	Unit 8 West #2	Debit	$0.00		
5		(734) 292-1783	0280849	03/16/2016	21:52		Not Accepted	Unit 8 West #4	Prepaid	$0.00		
6		(269) 589-3039	0457107	03/16/2016	21:52	05:49	Called Party Hungup	Unit 8 West #1	Debit	$1.16		
7		(773) 540-1463	0623666	03/16/2016	21:51	04:21	Called Party Hungup	Unit 8 West #3	Prepaid	$1.05		
8		(269) 329-8735	0955235	03/16/2016	21:50	07:00	Inmate Hungup	Unit 8 East #3	Prepaid	$1.40		
9		(269) 589-3039	0457107	03/16/2016	21:47		Not Accepted	Unit 8 West #4	Debit	$0.00		
10		(269) 589-3939	0457107	03/16/2016	21:47		Inmate Hungup	Unit 8 West #4	Debit	$0.00		
11		(313) 461-3287	0688921	03/16/2016	21:46		Not Accepted	Unit 8 West #1	Courtesy Marketing	$0.00		
12		(734) 231-5602	0249173	03/16/2016	21:46		Not Accepted	Unit 8 West #2	Courtesy Marketing	$0.00		
13			0249117	03/16/2016	21:46		Invalid PIN	Unit 8 West #2	Collect	$0.00		
14		(269) 589-5180	0457107	03/16/2016	21:45		Not Accepted	Unit 8 West #4	Debit	$0.00		
15			0457107	03/16/2016	21:44		Invalid PIN	Unit 8 West #4	Debit	$0.00		
16		(269) 339-6701	0457107	03/16/2016	21:44		Not Accepted	Unit 8 West #4	Debit	$0.00		
17		(313) 461-3287	0608921	03/16/2016	21:43		Not Accepted	Unit 8 West #1	Courtesy Marketing	$0.00		
18		(773) 779-7254	0457107	03/16/2016	21:42		Not Accepted	Unit 8 West #4	Debit	$0.00		
19			0457107	03/16/2016	21:42		Invalid PIN	Unit 8 West #4	Debit	$0.00		
20		(517) 507-7416	0605457	03/16/2016	21:41	15:00	Time Up	Unit 8 East #4	Prepaid	$3.00		

1 2 3 4 5 6 7 8 9 10 ... Page size: 20

27114 items in 1356 pages

Figure 103 Call Detail History for a BTN

Prosecutorial Support

GTL's Inmate Telephone System supports legal prosecution via the following integrated call control, monitoring, and recording features:

PIN Identification of Inmate Callers: An ITS PIN identifies individual inmates during live call monitoring and in call detail records and recordings. A PIN can be designated as a criterion for automatically finding all calls placed by a particular inmate over any specified time period; revealing every number called by that offender and allowing every recorded conversation to be heard.

Voice Biometric PIN Verification: When the GTL ITS Voice Verification feature is active, in addition to entering a PIN on the phone's keypad, inmates are required to verbally recite their PINs in order to make a telephone call. The inmate's voice is matched against a spoken-PIN previously recorded and stored during a voice verification enrollment procedure. The PIN entered via the keypad tells the system which inmate PIN file to access for voice verification. The call will be processed only if the voice that recites the PIN during call set up matches that of the prerecorded spoken-PIN stored in the accessed PIN file. This prevents inmates from making fraudulent calls using another inmate's PIN.

Verifiable Security Encryption: GTL ITS call recordings are encrypted using a 128-bit key and are also date-and-time stamped when they are stored on the RAID. This and the many levels of system security ensure that recordings are protected from unauthorized access and tampering. The original formatting and encryption are retained when a recording is transferred to portable media for transport and replay at a different location. Should someone access and manage to alter the content of a recording on portable medium, the altered version would immediately be distinguishable from the original.

Accurate Time and Date Stamps: Because the recording function is an integrated feature of the GTL Solution, both call-processing and call-recording operate off the same clock ensuring that the detailed record and recorded conversation associated with any call will have the same accurate date and time "stamp."

Protected Chain of Evidence: Any time a GTL ITS-recorded conversation is listened to, a note is added, or all or part of the call is copied, sent, or downloaded, a new date and time stamp is appended to the existing file without overwriting or altering existing information. This built-in "history" accompanies any call that is copied to a portable medium (CD, DVD, et cetera) for transport as evidence to a court room. These features maintain the integrity and verifiability of the chain-of-evidence, ensuring that recordings stand up to the highest degree of judicial scrutiny.

Expert Witness: In addition to ITS features that support legal prosecution, GTL provides expert testimony regarding your call records and recordings free of charge when requested.

GTL, the manufacturer of the inmate telephone system currently utilized at NDCS, provides expert testimony, free of charge, to any jurisdiction on the authenticity of inmate call recordings. GTL's **security envelope** protects the integrity of the recording and verifies the authenticity of its identifying information (phone numbers involved, inmate's PIN, date, time, and duration). Any deliberate or accidental alteration to the recording disturbs the security envelope and is immediately detectable. A recording copied to a CD for transport and replay in a courtroom, or elsewhere, retains the security envelope.

—END OF SECTION—

E.15. Service Level Requirements

The following service levels will be met by the Contractor. The Contractor will not substitute or deviate from these service levels.

GTL has read, understands, and complies.

a. **CRITICAL: Any outage where more than 30% of the assigned system extensions OR 30% of the assigned extensions to any particular building OR 30% of the system trunks are not operational for any reason. Contractor must respond to critical service level issues within one (1) hour. This may include remote dial in, or dispatch. Contractor must make every possible attempt to restore service within four (4) hours. With the exception of LEC service issues, critical service level outages must be resolved, or alternative means of communications established within eight (8) hours. Contractor must provide a detailed report to the NDCS Intel Coordinator within 48 hours of any critical outage. This report must outline the following:**

   i. **Time, date, and cause of outage**
   ii. **Time and date of first contractor response**
   iii. **Chronological list of actions taken to restore service**
   iv. **Name and contact number of person reporting outage**

GTL has read, understands, and complies.

GTL will respond to any critical service level issues as defined above within one (1) hour by remote dial in or dispatch and will make every possible attempt to restore service within four (4) hours. Critical service level outages will be resolved within eight (8) hours. GTL will provide a report covering the detail outlined above to the NDCS Intel Coordinator within 48 hours of any critical outage. GTL is currently meeting or exceeding these requirements as the incumbent provider.

b. **MAJOR: Any outage where more than 10% of the assigned system extensions OR 10% of the assigned extensions to any particular building OR 10% of the system trunks are not operational for any reason. Any instance where 10% or more of telephone calls are dropped or have static. Contractor must respond to major service level issues within three (3) hours. This may include remote dial in, or dispatch. Contractor must make every possible attempt to restore service within ten (10) hours. With the exception of LEC service issues, major service level outages must be resolved, or alternative means of communications established within 16 hours. If a major outage is reported after business hours, it will be the contractor's responsibility to inform the caller that a charge may be incurred, and to offer the option to have the outage responded to on the next business day. If the caller chooses to wait until the next business day, the "clock" for response and resolution times will begin at 8:00 AM on that day. If the caller still requests after hours dispatch, the contractor may proceed with written authorization from the caller. An e-mail from a State Government e-mail address will be acceptable. All State e-mail addresses end with (Nebraska.gov) Contractor must provide a detailed report to the**

NDCS Intel Coordinator within seven (7) days of any major outage. This report must outline the following:

- **i. Time, date, and cause of outage**
- **ii. Time and date of first contractor response**
- **iii. Chronological list of actions taken to restore service**
- **iv. The name and contact number of person reporting trouble**

GTL has read, understands, and complies.

GTL will respond to any major service level issues as defined above within three (3) hours by remote dial in or dispatch and will make every possible attempt to restore service within ten (10) hours. Major service level outages will be resolved within 16 hours. GTL will provide a report covering the detail outlined above to the NDCS Intel Coordinator within seven days of any major outage. GTL is currently meeting or exceeding these requirements as the incumbent provider.

c. MINOR: A case where any assigned extensions, trunks, or system features are not operational, or are not functioning properly for any reason. Any instance where telephone calls are either dropped or have static. Incidents where features or functions of the telephone sets are not operating properly. Contractor must respond to minor service level issues within ten (10) hours. This may include remote dial in, or dispatch. Contractor must make every possible attempt to restore service within 24 hours. With the exception of LEC service issues, minor service level outages must be resolved, or alternative means of communications established within 36 hours. If a minor outage is reported after business hours it must not be handled by the contractor until the next business day. The "clock" for response and resolution times will begin at 8:00 AM on that day. Contractor must provide a detailed report to the NDCS Intel Coordinator within 30 days of any minor outage. This report must outline the following:

- **i. Time, date, and cause of outage**
- **ii. Time and date of first contractor response**
- **iii. List of actions taken to restore service**
- **iv. The name and contact number of the person reporting trouble**

GTL has read, understands, and complies.

GTL will respond to any minor service level issues as defined above within ten (10) hours by remote dial in or dispatch and will make every possible attempt to restore service within 24 hours. Minor service level outages will be resolved within 36 hours. If a minor outage is reported after business hours, it will be handled the next business day beginning at 8 a.m. on that day. GTL will provide a report covering the detail outlined above to the NDCS Intel Coordinator within 48 hours of any minor outage. GTL is currently meeting or exceeding these requirements as the incumbent provider.

GTL is committed to continuing to provide the finest level of technical support for NDCS and the very best customer service for the families and friends of inmates who use our services. Technical support and billing customer service are provided entirely without cost to the NDCS, with individuals specifically assigned to the Contract. GTL's Site Administrator Holly Rohde and Site Technician Mike Bell have provided service to NDCS for nine years and will continue to monitor the system and respond to service requests in a timely manner. Our comprehensive approach to service is outlined below.

- **Technical Support.** Twenty-four-hours a day, 365- days a year, requests for service or reports of malfunctions go directly to GTL's Technical Service Center where highly trained GTL professionals determine the best course of action. Our toll-free technical service number is always answered by a live GTL representative.
- **Local Maintenance and Repair.** Field service technicians provided by and certified by GTL perform on-site repairs and routine maintenance for our installed systems. They are also available at all times to respond to emergencies. GTL provides a Site Administrator and a Site Technician to NDCS, plus qualified local staff.
- **Billing Customer Call Center.** GTL provides the public (relatives and friends of inmates) toll-free access to our knowledgeable Customer Call Center staff seven days a week, 24-hours a day. We provide live customer service in both English and Spanish.
- **Proactive System Monitoring.** Systems installed by GTL are continuously monitored by experts in GTL's network and technical centers. Our network monitoring tools and system self-diagnostic features alert GTL to outages or major malfunctions, allowing us to quickly mobilize resources to address the problem. Changes in system performance, above or below defined thresholds generate automatic alerts that allow us to proactively intervene before a minor issue progresses to the point of disrupting service.

Maintenance Requests

All GTL Technical Support Centers are located in the United States.

The NDCS can request GTL assistance in one of four ways:

- Directly to your Account Executive (Brian Galke) or Field Service Manager (Bob Parnell)
- Directly to Site Administrator Holly Rohde or Site Technician Mike Bell
- Via toll free phone call or email to GTL Technical Assistance Center.
- On-line chat with Technical Assistance (supported products).

GTL service personnel immediately determine the best course of action. Many problems can be resolved remotely through software diagnostics and remediation. When issues or requests that are being serviced remotely cannot be resolved remotely, GTL's technical service team will quickly dispatch the local technician to the affected facility.

Our toll-free technical support line is answered 24-hours a day, 365-days a year by a full-time GTL Service Representative. GTL does not employ an answering service to provide our technical assistance.

ITS Online Chat

GTL's ITS offers NDCS a "Live Help" instant messaging feature for system users. GTL Technical Support personnel are available via Live Help online chat Monday through Friday from 8 am EST to 7 PM EST. Users may click on the "Live help is online…" button in the lower right corner of the GUI window, which will then open a window to initiate the online chat assistance.

Figure 104 Live Online Help Chat

SLA Timelines

Following are GTL's standard service response Service Level Agreements (SLA) for prioritized problems. We manage four priority classifications for problems / support requests. The first GTL Technical Professional that investigates the problem will assess the nature of the problem and issue a prioritization as part of the trouble ticket.

Table 7 Service Level Agreement Response Times

Critical	Any outage where more than 30% of the assigned system extensions OR 30% of the assigned extensions to any particular building OR 30% of the system trunks are not operational for any reason. • Response time is less than one (1) hour • Restore time is less than four (4) hours • Resolution time is less than eight (8) hours
Major	Any outage where more than 10% of the assigned system extensions OR 10% of the assigned extensions to any particular building OR 10% of the system trunks are not operational for any reason. Any instance where 10% or more of telephone calls are dropped or have static. • Response time is less than three (3) hours • Restore time is less than ten (10) hours • Resolution time is less than sixteen (16) hours

Minor	A case where any assigned extensions, trunks, or system features are not operational, or are not functioning properly for any reason. Any instance where telephone calls are either dropped or have static. Incidents where features or functions of the telephone sets are not operating properly. • Response time is less than ten (10) hours • Restore time is less than twenty-four (24) hours • Resolution time is less than thirty-six (36) hours • Minor outages reported after business hours will handled the next business day beginning at 8 a.m. on that day

Escalation

GTL has a defined escalation tree that the NDCS can use to address any open Trouble Ticket, report non-compliance with the SLA stated above, or other matter of concern.

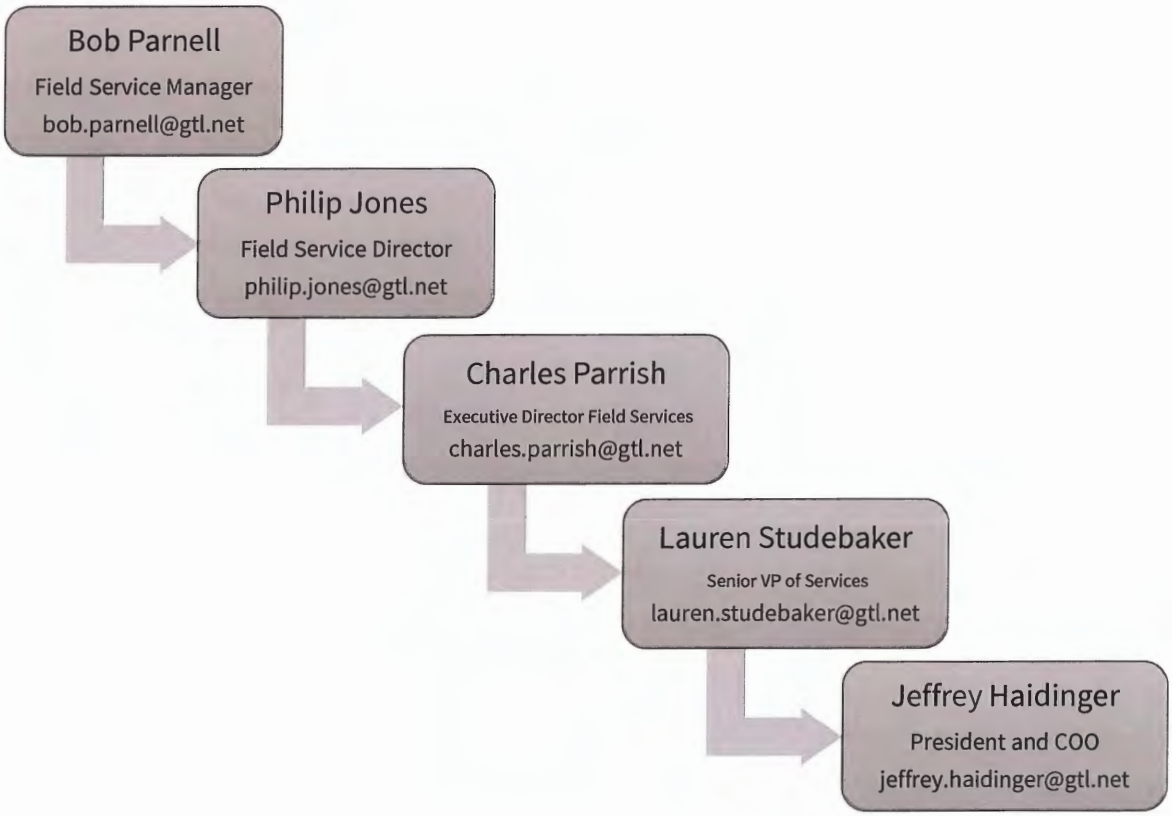

Figure 105 Service Escalation Contacts

System Monitoring and Maintenance – Proactive Maintenance

GTL's commitment to proactive service began the day we installed our system and will continue throughout the next contract. Our Technical Services department monitors its performance during the first 30 days to be sure everything is operating as planned, and to measure and record the normal functioning of the systems: when it is on and off, what phones are used and how often, what the mix of call types is, how long call set-up takes, variation in calling patterns, CTD station/tablet usage, visitation policy issues, etc. These observations are used to establish customized thresholds which are programmed into our remote network monitoring programs and will continue monitoring the NDCS's systems 24/7/365 for the duration of the contract. Whenever the system performance or usage deviates from these established patterns (if a phone that was being used regularly stops showing any calls for instance, or suddenly shows a shorter average length of call which might indicate some are being disconnected prematurely) our software will automatically notify a Technical Services staff member so that detailed diagnostics may begin. GTL often detects, diagnoses, and resolves difficulties before a client is ever aware there was a problem.

SNMP Monitoring

All GTL equipment at the site will have SNMP capability enabled. SNMP, illustrated below, allows equipment at the site to be polled and errors trapped when appropriate. Polling results go directly to our central data centers and are monitored by GTL professionals. The functionalities of hardware components such as routers, switches, servers, IADs, and other SNMP-enabled devices are monitored and analyzed in real-time. The SNMP poll interval is programmable. By default, polling occurs every five minutes.

The SNMP tool provides statistics for Bandwidth Usage, Latency, Jitter, Packet-loss, and Interface functions. An historical log of all statistics enables graphic views of specified daily, monthly, and yearly statistics.

Errors and alarms indicate which site is involved and the system function that has failed. Real-time email notifications are sent to a GTL NSS notification group from these applications. Immediate steps are taken to address acute system failures. Steps include the opening and tracking of a trouble ticket, on- line diagnostics, dispatching of service personnel to the site if appropriate, and progress reports to the site. Ticket escalation occurs if the issue is not resolved within the expected time-frame.

Upon failure of a network element or local loop, GTL will open a trouble ticket with the carrier or dispatch a local technician to replace failed hardware elements. The network management tool also provides email alert notification to technical staff members.

Inmate Phone System Remote Diagnostics

The GTL ITS allows technicians in our Network Operations Centers to place remote test calls to determine the source of a reported problem. Maintenance reports are available that help to isolate marginal inmate phones and trunks. For instance, GTL routinely tracks:

- The number of calls and attempts by individual phone, trunk and by day for the most recent seven days.
- Average number of calls per day by individual phone and trunk for the previous week and the previous four weeks.
- The average conversation time for individual phones and trunks for the previous day.
- The percentage of deviation in usage by individual phone and trunk between the one-week average and the four-week average.
- Number of call attempts and completions by call and tariff type over any user-selected time period.

These reports allow GTL Technical Services department to proactively anticipate or identify potential sources or service degradation or interruption and initiate a service call before problems occur.

ITS Self-Diagnostics

GTL's ITS performs continuous on-line self-diagnostics. Connectivity of system elements and functionality of key programs in the system's controller are checked. Should a system component fail a diagnostic test, the IDTS automatically alerts GTL's Technical Assistance Center. Diagnostic and restoration of service begins upon notification. In most cases, problems are diagnosed and resolved before they are noticeable at the facility.

Daily Performance Level Monitoring

Changes in call traffic that might indicate subtle problems are identified through daily performance level reports. These reports measure items such as number of completed calls, number of call attempts, daily revenue and number of validation attempts. Historical data gathered form GTL's extensive installed customer base has allowed us to build a sophisticated measurement model. This model is used to compare actual data from anticipated data. Thresholds that are exceeded or fall short of expectations are reported daily to our Customer Service department. GTL is capable of adjusting the measurement model on an installation-by-installation basis to ensure accurate problem reporting. In most cases, a problem is detected and resolved before the facility is aware that a problem has occurred.

—END OF SECTION—

F

F. PERFORM IMPLEMENTATION

F.1. Initial System Implementation and Installation

Contractor will be responsible for the creation of all existing accounts. Inmate account information can be provided to the contractor in an electronic format.

GTL has read, understands, and complies.

The contractor must designate a limited number of personnel, including the site administrator to participate in the system installation at State facilities. Contractors must pass a standard NDCS background check. They will also be prohibited from forming personal relationships of any kind with inmates, their friends, or their families.

GTL has read, understands, and complies.

The Bidder must provide a detailed plan for installation, test, and turn-up to the State. Cut-over of any individual facility shall not occur without prior approval of NDCS. Any changes in schedule must be approved by the State. Digital circuit and/or telephone line information must also be provided to include circuit ID numbers along with due dates.

GTL has read, understands, and complies.

As the current provider of inmate telephones for NDCS, the State will experience "zero" down-time with the current inmate telephone system. The same inmate telephone Calling/Recording/Monitoring system that the NDCS has become reliant upon will continue in an uninterrupted fashion now and beyond the new contract start date.

Quality Assurance

Global Tel*Link (GTL) takes pride in providing the best and most reliable services to our valued customers who include many of the largest counties and state departments of corrections in America. We systematically measure, compare with industry and customer standards, and monitor the performance of the products and services we deliver. This focus on quality translates into repeatable and sustainable performance over the life of the contract; ensuring contract compliance and resulting in superior service for the NDCS, inmates and offenders, and the families and friends who financially support those incarcerated in NDCS facilities.

GTL's quality assurance program for our NDCS Project involves planned and systematic performance surveillance activities designed to ensure that performance standards are met. This Quality Assurance Plan is subject to modification by the NDCS's and GTL's mutual agreement.

GTL Quality Assurance Plan Highlights

- Overview of Mission Critical Quality Control Processes
- Quarterly Executive Account Review
- Technical Maintenance and Support
- Service Priority Levels and Response Times
- Issue Notification and Escalation

Overview of Mission Critical Quality Control Processes

We include a brief overview of our Mission Critical Quality Control Processes, because these strongly support and ensure the success of our Quality Assurance Plan.

System Design and Change Management

GTL's Inmate Telephone System is specifically designed by GTL to meet the unique needs of correctional customers and manufactured or programmed to meet or exceed industry standards. Specific services are configured to address the NDCS's stated needs and requirements. Any updates, upgrades, or changes in design or functionality are carefully planned and extensively tested prior to deployment. Every change, small or large is subject to the NDCS's approval as well as:

- ***Management Approval:*** All changes must be approved by GTL management prior to being placed in the production environment.
- ***Security Department Approval:*** Any changes to security elements (firewalls, et cetera) or features that have the potential to impact security must be reviewed and approved by GTL's Security Department.
- ***Impact Analysis:*** Identification of all features, applications, and processes related to the change that may impact functions available to system users.
- ***Test Plan:*** Planned tests, specific to the change, to verify that the change accomplished what it was supposed to do and does not adversely affect other system components.
- ***Rollback Procedure:*** A fallback plan that describes the process of reverting the environment to its original configuration if the change does not proceed as intended.
- ***Test Environment:*** All software changes must be rigorously tested on the quality assurance test network isolated from the production network.

Installation Check Lists and System Burn-In

A series of detailed check lists are used to ensure the proper installation and implementation of our inmate telephone services for each site. Installation includes a "burn in" process

during which all equipment, interface programs, and transaction record creation, storage and retrieval are extensively tested.

GTL Security Architecture and PCI Compliance

All GTL operations, including business practices; system development, deployment and functionality; and data acquisition, handling and storage are subject to stringent, detailed security policies and procedures. We present below only a fraction of the policies and procedures GTL has in place to ensure fund and data security and accuracy. If desirable, GTL's Chief Security Officer will be pleased to set up a meeting with the NDCS for an in-depth review of our security methodologies.

GTL is one of the first organizations in the country with an employee that has been certified by the Payment Card Industry (PCI) Security Standards Council as an Internal Security Assessor (ISA). This ensures that our PCI compliance is held to the highest standard. GTL's handling of sensitive cardholder data is fully compliant with Payment Card Industry (PCI) Security Standards.

- All GTL data centers are managed using one centralized badge access system to ensure that only appropriate employees have access to physical servers. All data centers are under 24/7 Closed Caption Television monitoring using a centralized system providing access to all live and recorded video feeds. No visitors or janitorial staff are permitted within our data centers without an approved escort.
- GTL utilizes the SafeNet Key Encryption Appliance to ensure the highest level of protection for our cryptographic keys and the industry's highest level of encryption. Keys used for encryption are housed within the hardware appliance and never leave the device. Three key custodians are required to create each part of a new key ensuring that no one person knows the entire key. PCI permits the storage of encrypted keys on the network. Our device goes above and beyond that requirement.
- Cisco Intrusion Prevention Systems are deployed to alert the Information Security Department to potential attacks and automatically block such attacks. Many companies choose to go with an Intrusion Detection System to simply alert to potential attacks. Our systems automatically block suspected malicious traffic.
- Cisco ASA Firewalls utilize ACL rules to manage network traffic and block unauthorized access.
- A robust centralized log monitoring solution alerts the Information Security Department based on pre-canned and internally developed alarm rules. This application is monitored daily to detect other anomalies that might be indicative of inappropriate use of GTL assets.
- A Wireless Intrusion Prevention System is deployed at all GTL office locations throughout the country to alert and prevent against the installation of rogue wireless access points. This system also ensures that only authorized employees have access to GTL wireless networks. The GTL Information Security Policy dictates that no wireless networks are permitted to be attached to the LAN.

Wireless networks are strictly used to provide guest Internet access. PCI-DSS Compliance requirements only dictate that quarterly wireless scanning is required, however GTL goes a step beyond that to better ensure the protection of our customer's data.

- Anti-Virus is installed on all internal GTL servers and workstations. The anti-virus solution is centrally managed and alerts the Technology Group when viruses are detected or security policies are not adhered to.
- Monthly internal and external vulnerability scanning and annual penetration testing is performed. Payment Card Industry Data Security Standard (PCI-DSS) Compliance requirements only dictate that we perform this quarterly.
- All application development adheres to strict coding standards that are in line with security best practices. All web applications are carefully reviewed by dedicated secure coding experts and scanned for the OWASP top ten web-based security risks.
- Network segmentation exists to ensure that only a very select group of GTL employees have access to devices that process, transmit or store credit card information. This also protects these devices from malicious internet traffic by utilizing a Demilitarized Zone (DMZ) that prevents any direct inbound or outbound traffic from the cardholder data environment.
- Two-factor authentication is required for obtaining access to the cardholder data environment. This means that beyond the use of a username and password, anyone attempting to access this environment must also have a physical device that is unique to them.
- All backup tapes are encrypted before they are sent for off-site storage. It should be noted that PCI only requires that tapes be stored in a "secure location". Encrypting the tapes ensures that if a tape is lost during transit, the data is not accessible to unauthorized persons.
- Billing customer service representatives are prevented from accessing the internet and their machines are locked down to prevent the use of external media such as thumb drives and CD-ROMs. This helps to ensure that electronic credit card data does not leave the premises.
- File integrity monitoring is in place on all servers that process, transmit or store credit card information. This ensures that the Security Department is alerted to all unauthorized modifications of critical system files and internally developed software.

Continuous System Compliance Assessment

Real Time System Monitoring

GTL has continuous, on-line access to our Inmate Telephone System. The system is electronically monitored in real time by Simple Network Management Protocol (SNMP) and continuous on-line self-diagnostic applications that automatically alert GTL's Network Engineers or Technical Support staff when a problem is detected.

System components are automatically polled at specific intervals (typically every five minutes) and various data and, alerts when applicable, are transmitted to GTL's support center. When an alert is received, steps to remotely diagnose and fix the problem begin immediately. If an issue cannot be handled through remote access, a technician is dispatched to the site to investigate and resolve the problem.

GTL's virtual private network (VPN) though which all call and financial transactions are transmitted is monitored in real time, 24 hours a day, 365 days a year by GTL's highly trained, certified network specialists.

Daily Performance Level Monitoring

Changes in call traffic that might indicate subtle problems are identified through daily performance level reports. These reports measure items such as number of completed calls, number of call attempts, daily revenue and number of validation attempts. Historical data gathered form GTL's extensive installed customer base has allowed used to build a sophisticated measurement model. This model is used to compare actual data from anticipated data. Thresholds that are exceeded or fall short of expectations are reported daily to our Customer Service department. GTL is capable of adjusting the measurement model on an installation-by-installation basis to ensure accurate problem reporting. In most cases, a problem is detected and resolved before the facility is aware that a problem has occurred.

Quarterly System Surveillance Sweeps

Each quarter, every GTL serviced facility is checked to ensure that all systems and services are operating according to specifications. Each sweep is performed by a trained and certified Technical Support Engineer. Sweeps check for such things as network health and function, software version numbers, storage capacity, module operation, and database synchronization and capacity.

Technical and Customer Service Tracking

GTL provides round-the-clock technical and customer service and support. Every technical or customer service issue is fully documented in GTL's Technical or Customer Service tracking systems.

Quarterly Executive Account Review

GTL's NDCS Project Team will meet on a quarterly basis with an assigned GTL Executive to review contractual obligations, terms, and conditions, and GTL's service delivery performance for the previous quarter. The review will include at a minimum:

- Technical and Customer Service Reports.
- Review of transaction volume.
- Review of service issues.
- Performance comparison to previous quarters.
- Action plan for the following quarter if applicable.

G

—END OF SECTION—

G. PROVIDE POST IMPLEMENTATION SUPPORT

G.1. Customer Service Requirements

Contractor must provide 24 X 7 customer service, including holidays, to the State of Nebraska for the purpose of resolving problems with system hardware, software, calling functionality, recording functionality, and monitoring functionality.

GTL has read, understands, and complies.

GTL Site Administrator Holly Rohde and Site Technician Mike Bell will continue to provide customer service for NDCS in conjunction with GTL's 24 X 7 customer service center, which is always available on holidays and after business hours.

§

Contractor must provide a dedicated contact to resolve all issues surrounding "Debit" transactions and accounting. The contractor must provide a trouble ticket system where each debit transaction issue is documented. The contractor must acknowledge receipt of each trouble ticket and respond to the State in writing on each resolution. All trouble ticket information and trending will be made available to the State upon request.

GTL has read, understands, and complies.

GTL Site Administrator Holly Rohde will continue to be the dedicated contact for NDCS to resolve all issues surrounding Debit transactions and accounting. Holly will work with NDCS and GTL staff to ensure timely response and documentation.

Trouble Ticket System

GTL uses a web-based automated ticketing system called "POETS" to log, track, manage and assure appropriate response to all calls for support. POETS is used to track all NDCS requests or service issues from the initial report until closeout. This system provides a unique ticket number; links any new ticket to the specific facility's service record; maintains priority, status and due date; and records in real-time. All updates and notes are maintained in this ticket.

When a problem is reported to GTL, the initial GTL recipient will triage the problem, deciding if the issue/question is either resolved on the first call or if technical escalation is required. Any ticket opened due to a report or request from a NDCS site is termed a "reactive" ticket. The GTL team, in concert, will open, track, update, and close (when the issue is resolved) a

trouble ticket. All activity is documented in detail in the ticket as soon as possible, including any work performed remotely or on- site and details discussed with the NDCS.

Any ticket entered, regardless of who submitted it, will follow a simple and defined resolution process. The ticket owner is responsible for tracking the ticket through closure. All reactive tickets require NDCS acceptance before closure.

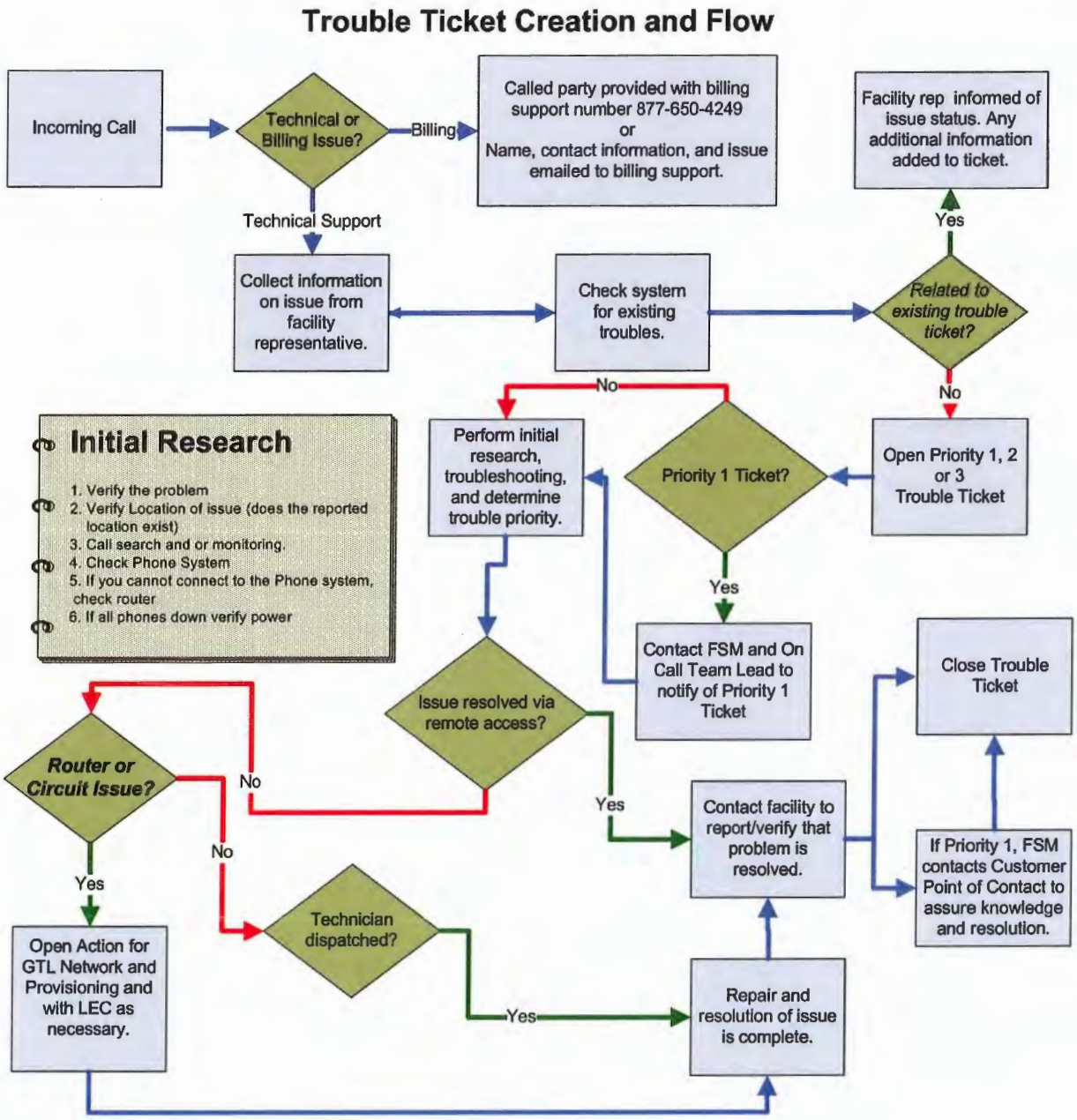

Figure 106 Trouble Ticket Workflow

Progress Updates

For each priority level, the minimum frequency at which progress updates are normally provided are indicated in the table below. Upon NDCS request, progress notifications can be provided with greater or lesser frequency.

Table 8 Progress Update Intervals

Severity	Work Order Update
Critical	Every 3 hours
Major	Every 3 hours
Minor	Every 10 hours

§

Contractor must assign a dedicated account representative other than the system administrator to the State of Nebraska account.

GTL has read, understands, and complies.

Bob Parnell, Field Service Manager, will continue to serve NDCS. Bob has over 13 years' experience specifically supporting innovative telecommunications and computer technologies designed to meet the special needs of correctional clients. His in-depth technical knowledge and extensive service management experience are augmented by an unwavering commitment to customer satisfaction. Bob is the single point of contact for reports from both the Site Technician and the Site Administrator.

§

Contractor must be willing to replace, either, the system administrator, support technician, or account representative at the State's request. The State will only make this request if attempts at corrective action have not resulted in the State's satisfaction.

GTL has read, understands, and complies.

GTL's Site Administrator Holly Rohde and Site Technician Mike Bell have worked with NDCS for nine years and the department has never requested replacements. Account Executive Brian Galke is a seasoned veteran who will continue to be responsive to NDCS needs and requests.

§

Contractor must provide usage reports or other statistical information associated with the contract as requested by the State within 5 business days of a written request.

GTL has read, understands, and complies.

As the incumbent provider, GTL currently provides usage reports and other statistical information requested by the State within five (5) business days of a written request.

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G.2. System Alarm Monitoring and Reporting

It is expected that the contractor monitor all equipment including LEC access lines on a continuous 24 X 7 basis including holidays. Any problems that effect system functionality in any way must be reported to the State immediately. A contact list will be given upon contract award.

Contractor must provide a toll free number that will be answered by a live person. This number must be staffed 24 X 7 including holidays.

GTL has read, understands, and complies.

The NDCS has experienced GTL's proactive service as a current user of the inmate telephone system. We have established thresholds which are programmed into our remote network monitoring programs and continue to monitor the NDCS system 24/7/365 for the duration of the contract. Whenever the system performance or usage deviates from these established patterns (if a phone that was being used regularly stops showing any calls for instance, or suddenly shows a shorter average length of call which might indicate some are being disconnected prematurely) our software will automatically notify a Technical Services staff member so that detailed diagnostics may begin. GTL often detects, diagnoses, and resolves difficulties before a client is ever aware there was a problem.

Remote Diagnostics

The GTL Inmate Telephone System allows technicians in our Network Operations Centers to place remote test calls to determine the source of a reported problem. Maintenance reports are available that help to isolate marginal inmate phones and trunks. For instance, GTL routinely tracks:

- The number of calls and attempts by individual phone, trunk and by day for the most recent 7 days.
- Average number of calls per day by individual phone and trunk for the previous week and the previous 4 weeks.
- The average conversation time for individual phones and trunks for the previous day.

- The percentage of deviation in usage by individual phone and trunk between the 1 week average and the 4-week average.
- Number of call attempts and completions by call and tariff type over any user-selected time period.

These reports allow GTL Technical Services department to proactively anticipate or identify potential sources or service degradation or interruption and initiate a service call before problems occur.

SNMP Monitoring

All GTL equipment at the site will have **Simple Network Management Protocol** (SNMP) capability enabled. SNMP, illustrated below, allows equipment at the site to be polled and errors trapped when appropriate. Polling results go directly to our central data centers and are monitored by GTL professionals. The functionalities of hardware components such as routers, switches, servers, IADs, and other SNMP-enabled devices are monitored and analyzed in real-time. The SNMP poll interval is programmable. By default, polling occurs every five (5) minutes.

The SNMP tool provides statistics for Bandwidth Usage, Latency, Jitter, Packet-loss, and Interface functions. An historical log of all statistics enables graphic views of specified daily, monthly, and yearly statistics.

Errors and alarms indicate the site involved and the system function that has failed. Real-time email notifications are sent to a GTL NSS notification group from these applications. Immediate steps are taken to address acute system failures. Steps include the opening and tracking of a trouble ticket, on-line diagnostics, dispatching of service personnel to the site if appropriate, and progress reports to the site. Ticket escalation occurs if the issue is not resolved within the expected time-frame.

Upon failure of a network element or local loop, GTL will open a trouble ticket with the carrier or dispatch a local technician to replace failed hardware elements. The network management tool also provides email alert notification to technical staff members.

System Self-Diagnostics

GTL's inmate calling platform performs continuous on-line self-diagnostics. Connectivity of system elements and functionality of key programs in the system's controller are checked. Should a system component fail a diagnostic test, the ITS automatically alerts GTL's Technical Support Center. Diagnostic and restoration of service begins upon notification. In most cases, problems are diagnosed and resolved before they are noticeable at the facility.

Daily Performance Level Monitoring

Changes in call traffic that might indicate subtle problems are identified through daily performance level reports. These reports measure items such as number of completed calls, number of call attempts, daily revenue and number of validation attempts. Historical data

gathered form GTL's extensive installed customer base has allowed us to build a sophisticated measurement model. This model is used to compare actual data from anticipated data. Thresholds that are exceeded or fall short of expectations are reported daily to our Customer Service department. GTL is capable of adjusting the measurement model on an installation-by-installation basis to ensure accurate problem reporting. In most cases, a problem is detected and resolved before the facility is aware that a problem has occurred.

Quarterly Quality Sweeps

Each quarter, every GTL maintained and serviced facility is checked to ensure that all systems and services are operating according to specifications. Each sweep is performed by a trained and certified Technical Support Engineer. Sweeps check for such things as software version numbers, storage capacity, module operation, database synchronization and capacity, network health and function, et cetera.

GTL's toll-free number staffed 24 x 7 is 877-856-3184.

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G.3. Trouble Reporting

Contractor must provide a detailed description of their escalation procedures. Upon award Contractor must provide a service escalation list to include names, office, cellular, and pager numbers.

GTL has read, understands, and complies.

GTL has extensive and clearly defined rules of escalation for problems that are not resolved within an expected time frame. Levels of emergency and their expected resolution times are defined below. Response time is defined as the duration between GTL's first awareness of the problem and the first step taken to resolve the problem. The duration before response is used for problem evaluation and response planning. Levels of emergency are described below.

Table 9 Escalation Priorities

Priority 1	50% or more of the service at a single site or housing unit is out of service, any call processor or node failure, any failure in call restriction functions or any other condition that renders the system incapable of performing all its normal functions. • Response time is less than one (1) hour. • Resolution time is less than six (6) hours without site visit. • Resolution time is less than ten (10) hours with a site visit.
Priority 2	25%-50% of the service at a single site or housing unit is out of service or any device that has an impact on the sites ability to conduct normal business

	• Response time is less than two (2) hours. • Resolution time is less than eight (8) hours without site visit. • Resolution time is less than sixteen (16) hours with a site visit.
Priority 3	0%- 25% of the service at a single site or housing unit is out of service, local exchange or area code issues or PIN administrative issues that have a limited impact on ability to conduct normal business • Response time is less than four (4) hours. • Resolution time is less than sixteen (16) hours without a site visit. • Resolution time is less than thirty-six (36) hours with a site visit.
Priority 4	Items that are on a software fix list or related to administrative issues that are informational or non-service affecting conditions or not business critical. • Response time is less than twenty-four (24) business hours. • Resolution time is less than five (5) business days w/o site visit. • Resolution time is less than five (5) business days with site visit.

Any issue that is not resolved within the expected time frame is escalated to the next level of management.

GTL will provide an escalation contact list upon contract award.

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Contractor must provide an automated trouble reporting system. Contractor must provide a 24-hour toll free number for reporting troubles.

GTL has read, understands, and complies.

North Correctional Facility Monthly Trouble Ticket Report (MTTR)

Ticket ID	Institution	Open Date &Time	Complete Date	Hours to Resolve	Issue	Status	Product Category	Area	Type of Request	Urgency	Notes/Resolution
9006990	North Correctional Facility	2/7/2014 9:41 AM	2/7/2014	6.00	Inmate Cannot Call Number	Closed	ITS Hardware (S)	External	Work Order (Reactive)	3-Med	Inmate is not able to place call to 555-2741 Number verified and added to inmate's allowed call list
9007037	North Correctional Facility	2/8/2014 4:14 PM	2/8/2014	0.75	Workstation Issue; error message on recording replay	Closed	Workstation (S)	External	Work Order (Reactive)	2-High	Facility contact- Nick Smith of Internal Affairs- #555-5161 - trying to listen to recorded calls and keeps getting errors. Needs the system asap to do very important investigative work. They are about to crack a case. Closed extraneous programs; cleared RAM with cold boot. Recordings played without issues.
9007529	North Correctional Facility	2/20/2014 10:01 AM	2/21/2014	1.00	Add Attorney Number	Closed	GTL Segments-All (M)	External	Work Order (Reactive)	3-Med	Add attorney Mary R. Mott to the attorney database. Her information has been verified by her Kentucky Bar Code and her company letterhead. Her phone number is 555-1122. Number added to database

North Correctional Facility Monthly Trouble Ticket Report (MTTR)											
Ticket ID	Institution	Open Date &Time	Complete Date	Hours to Resolve	Issue	Status	Product Category	Area	Type of Request	Urgency	Notes/Resolution
9007899	North Correctional Facility	2/27/2014 8:00 AM	2/27/2014	2.00	Customer Can't Receive Calls	Closed	Billing (MO)	External	Work Order (Reactive)	3-Med	Customer Sharon Wallis, 555-0520, trying to get set up on Inmate's list, she gets to the prompt that tells her to say her name and then it says they cannot hear her name clearly. Ms. Wallis has severe lisp; manually added to inmate's allowed number list.

Figure 107 Sample Monthly Trouble Ticket Report

Trouble Ticket Tracking

GTL's Trouble Ticket Reporting and Tracking System has the following characteristics:

- NDCS Authorized Staff may open Trouble Tickets by calling the toll free Technical Support number available 24 hours a day, 7 days a week.
- A Trouble Ticket will be opened for all reported trouble.
- A Trouble Ticket number will be provided to the reporting party when the ticket is opened.
- The Trouble Ticket system will provide an e-mail notification with all Trouble Ticket information to designated NDCS-authorized staff after each Trouble Ticket has been opened and each time the Trouble Ticket is modified or updated.
- Trouble Tickets will be closed upon successful resolution and only with the NDCS's approval.
- The Trouble Ticket System will document and track all impacted components of the system.
- Distribution of Trouble Ticket notifications/updates is configurable for automatic e-mail.

GTL's toll-free number staffed 24 X 7 is 877-856-3184.

Facility staff will have the ability to create, view, and track trouble tickets

—END OF SECTION—

H

H. DELIVERABLES

H.1. Installation Period

Installation at each facility must be completed and all Inmate calling service available no later than 8:00 AM Central Standard Time on September 26, 2016

It will be the contractor's responsibility to keep the State informed of all timelines and work progress.

GTL has read, understands, and complies.

How GTL Communicates with the NDCS

Successful and satisfying partnerships depend upon clear, honest, and frequent communication between the parties involved.

This discussion explains the communication vehicles we employ for clear communication. We will work closely with NDCS to review, modify and finalize our communication plans with sensitivities to NDCS protocol, policies and priorities before executing on our plans. Our recommended communication plan has the following key components:

- Project Kickoff Meeting
- Scheduled Communications – How and when NDCS and GTL will communicate.
- Quarterly Performance Reviews – Post installation, we recommend quarterly reviews to assess key operational results from the previous quarter as well as relevant industry trends.

PROJECT KICKOFF – NDCS AND GTL

One of the most important meetings after contract award is the initial kickoff meeting between NDCS and GTL. GTL's Account and Project Management team will attend this face-to-face meeting with our respective counterparts from NDCS. During the kickoff meeting, it will be our collective opportunity to reaffirm our understanding of NDCS's priorities, NDCS policies and mutual expectations resulting from the RFP. This is the ideal forum to communicate expectations about the transition from the current provider to GTL's solution. Prior to the meeting, we will circulate a recommended agenda to the key participants of the meeting to give all participants ample opportunity to comment and prepare for the meeting. Equally as important as the agenda is the prompt publication of meeting minutes and action items to ensure that key items are 'tasked' to the right individuals and memorialized for subsequent meetings.

Kickoff Topics: We will personally present and review GTL's proposed plans for implementation, discuss proposed timelines, major milestones, and possible impediments to the installation. The kickoff meeting will provide a venue to discuss needs of NDCS as well as a forum for tailoring the implementation plan taking into consideration the following:

- NDCS and GTL staff introductions with contact information, roles and responsibilities
- GTL's Implementation and Project Plan*
- Escalation information
- Facility coordinator contact and information
- Space and HVAC requirements for the GTL Inmate Telephone System
- Unique elements of each facility
- Reporting requirements and distribution methods
- Weather considerations
- Telephone and wiring condition
- Security clearances including passwords for NDCS staff
- Site survey schedules
- Inmate database information including PIN, allowed list, archived CDRs and recorded conversations
- Review install schedule for value add services selected
- Review NDCS policies and regulations
- Review training modules for staff, inmates and friends and family members

Scheduled Communications

In addition to periodic meetings and reports, GTL recommends weekly status calls during the implementation phase to review installation progress and discuss any potential hold-ups or possible opportunities for improvement. Upon successful installation and cut over to GTL's system at each facility, the NDCS is provided with a set of installation reports that fully document installed equipment and system configurations.

Additional Meetings

At the Project Kickoff meeting GTL and NDCS representatives will meet to discuss and decide an appropriate set of meetings to ensure on-going communications, especially during the implementation phase of the project. For each scheduled meeting:

GTL will prepare and distribute an agenda sufficiently in advance to give participants an opportunity to prepare; ensuring that each meeting is effective and successful.

Topics for discussion will include those initially agreed upon and any additional topics requested by the State. At the State's request, GTL will prepare and distribute minutes promptly after each meeting.

Additional Reports

At the Project Kickoff meeting GTL and NDCS representatives will meet to discuss and decide an appropriate set of periodic reports to be prepared by GTL and presented to the NDCS during each phase of our Inmate Telephone System Project. As suggested in the RFP such reports may include periodic **GTL Performance Reports** that detail for each area of service the degree to which GTL has attained or failed to attain the agreed upon objectives by the time of each such report. Pertinent details might include:

- Reason for time delays or failure if applicable
- Planned corrective actions when appropriate
- Status of any previously initiated corrective actions or risk mitigations
- List of any anticipated circumstances that might impair or prevent on-time delivery of equipment or other deliverables or completion of scheduled events
- List of any anticipated changes in key project personnel with reason for change explained.
- Confirmed or updated schedules for anticipated deliverables and if applicable the expected date of completion for each phase of the project.

Post Implementation Communications

For the duration of our contract, GTL's Project Manager is the primary point of contact for NDCS operational matter and is readily available to answer NDCS staff questions and respond to information and service needs of NDCS facilities. Supplementing the GTL Project Manager is the NDCS Account Executive for contractual and 'business' related matters.

- GTL's NDCS Account Executive and NDCS Project Manager are accessible by telephone and email.
- The NDCS is provided with GTL's escalation procedure and appropriate contact information, which includes telephone numbers, email addresses, fax numbers, or other requested information.
- NDCS facility personnel are provided with GTL's toll free Technical Support number and email address. Our Technical Support number is answered twenty-four hours a day, three hundred sixty-five days a year by a courteous and qualified GTL Service Representative.
- **GTL System Administrators** will provide the NDCS with required or requested reports based on information in Inmate Telephone System databases, such as inmate call details, call traffic statistics, call revenue, system usage and performance reports.

- GTL will provide periodic system service reports. Based on NDCS preference service reports are provided via mail, email, or Internet download from our Secure FTP Report Server.

Summary

In summary, our Communications Plan provides NDCS an overview of the framework of the topics and concepts we envision will guide the continued phases of our relationship. We will continue to provide NDCS with this framework which correlates with the natural activity of any relationship covering all aspects of the contract performance, industry trends, public policy events and unanticipated activities. Ultimately, the success or failure of the Communications Plan will be determined by the frequency and spirit of the dialogue between NDCS and GTL. Partnerships are not a function of technology, computers or tools; they are a function of all levels of an organization engaging in open, honest and frequent communication. In our experience, there is no such thing as too much communication.

| PROPOSED DEVELOPMENT APPROACH

GTL has read, understands, and complies.

The GTL Inmate Telephone System (ITS) is the result of 24 years of innovation, constant upgrading, and meeting the ever-changing demands within the corrections communications arena. Since the first system deployed in 1988, GTL has upgraded our technology with the latest hardware and circuitry available along with listening to our customers and developing unique features that have benefited all customer's sites throughout the 24-year span.

The proposed ITS system offered to NDCS is the latest in hardware and software development, which includes all recent upgrades. GTL will continue to provide system upgrades to the current after the initial installation of the ITS and prior to the end of the first 5-year contract cycle. ITS software updates and new versions are available to NDCS at no cost. **GTL will notify NDCS of any software updates or new versions within 30 days of general availability of the validated software, and provide the updated ITS software at no cost or commission reduction to NDCS**.

As the incumbent provider at all NDCS facilities, GTL will present ITS system updates and new versions to NDCS *on a quarterly basis* for review, consideration and to determine if such updates are required or desired by NDCS. The updates can be installed immediately as they are released, or can be installed on a periodic schedule at the discretion of NDCS. **These upgrades will be kept current with other detention agency systems in the United States.** Should the release of an updated version of the ITS program require an upgrade in hardware to ensure proper functionality, GTL will follow the current protocol and NDCS will be notified

and the hardware upgrade will be provided at no cost to you, prior to the upload of the new release to GTL's server.

Software updates are installed remotely from the Technical Assistance Center in the GTL Primary Data Center. These updates are performed during low- or no-usage periods (e.g. 00:00 – 07:00). A local technician will be on site during every update to assist in verification and resolution of any issues.

Technical Considerations

As the current incumbent, GTL fully understands NDCS' unique needs and requirements. GTL shares in your mission **"To serve and protect the public by providing control, humane care and program opportunities for those individuals placed in its custody and supervision, thereby facilitating their return to society as responsible persons."** As such throughout the partnership lifecycle GTL reviews NDCS' current business processes. We map NDCS' business processes to how GTL's Inmate Telephone System can assist in making the processes more efficient and effective. A Gap Analysis will be performed to identify, prioritize, and determine how best to conduct system and application configuration toward closing gaps. User requirements are identified and documented. Deliverables during the Business Analysis can include:

- Work Study (Interviews)
- Business Process Maps
- Gap Analysis
- User Requirements
- Reengineered Business Process Maps (Workflows)

GTL applies modern, best-software-development practices to bring to market reliable, scalable software solutions. *These practices take the form of a reproducible process that covers all stages of the software Life Cycle.* The end result is a commercial, off the shelf (COTS) product that is flexible enough to be applied to a wide variety of installations with little or no customization required. Stages of the process are defined as follows:

- Requirements
- Specifications
- Design
- Development
- Testing
- Maintenance

Requirements

GTL receives new software requirements for the application suite from three main sources:

- Contractual obligations from new accounts
- User Group suggestions for the evolution of existing products
- Internal market and technology research and analysis.

This means that new customers, existing customers, and GTL itself help to drive the functional and technological direction of the products. The "Requirements Stage" of the software Life Cycle consists of requirements analysis and specifications with the end result being a specifications document that captures the nature of the new functionality. The specifications document describes all the necessary information regarding what the new system or functionality must do and the constraints that if must operate under.

Analysis

Requirements analysis takes several forms depending on the source of the new requirements. In keeping with GTL's Mission to provide customers with defect-free, user-friendly software, we follow a proven approach to the design of our software applications; thus, involving our Interaction Designers early and often. Based upon feedback gathered during field visits, User Group Meetings, and internal Subject Matter Expert (SME) reviews, *GTL makes a commitment to its users to continually enhance* the software; thereby, offering criminal-justice facilities the latest in technology and innovation. A discussion of the three main sources of new requirements suffices to describe the process that GTL employs when gathering requirements.

Table 10 Software Requirements

New Accounts	New accounts generate requirements that are traced to a contractual obligation. Because these requirements are derived from a contract and represent a legal obligation on the part of GTL, these type of requirements are approached in the most formal manner. Development for a new account may take the form of a new software module or customization to an existing product. The general nature of the requirements is defined during contract negotiations. After contract signing, the first task of new development is formal specification of new software or customizations that have been agreed to by both GTL and the client. A project manager is assigned and becomes the liaison between the client and GTL and is responsible for analysis and delivery of the specification document. One or more SMEs from GTL and one or more SMEs from the client participate in analyzing the new requirements and assisting the project manager. GTL provides both technical and functional subject matter experts. GTL can also provide functional subject matter experts due to building staff from the ranks of former correctional officers, police officers, probation/parole officers, and officers of the court. In addition, GTL has 27 years of software development dedicated to the corrections arena. Through a combination of onsite visits, conference calls, and technical exchange meetings, a draft specification is developed. The specification is then reviewed and refined in an iterative manner until both the client and GTL

	are satisfied that the requirements have been captured and described to a level of granularity that is sufficient to proceed with development.
User Group Suggestions	GTL employs the concept of a user group to evolve the product lines and as a tool to monitor and ensure customer satisfaction. A user group lasts from one to four days with a large block of time dedicated to the proposal, discussion, and approval of suggestions for product growth and modifications. One or more software engineers from the product being discussed, as well as one or more functional subject matter experts affiliated with the product attend the user group. Change requests are submitted in advance of the user group so that they may be reviewed and assembled into a book for discussion during the actual user group meeting. During the meeting, all requests are discussed and voted on by the user community. GTL provides personnel to document all discussion. Because of the nature of these requirements, and because all concerned parties are represented during discussion, no formal specification is written but rather the user group book along with all notes become the artifacts that define the requirements.
Internal Requirements	GTL invests a great deal of time performing market analysis and maintaining an awareness of emerging technologies that may be applicable to the corrections arena. New opportunities for product improvement are identified through awareness of either technology or the market and a combination of analysis techniques, including brainstorming, prototyping, and modeling, are applied. The end result of requirements analysis for internal requirements is typically an informal written spec, a working prototype and/or a demonstration of concept. During the Analysis Phase of the process, our Interaction Designers are primarily concerned with understanding: • Who the users are • What tasks they will be performing, and • What expectations they have for the system. • This information is gathered through performing the following tasks and utilizing tools such as Task Architect: • Observing users at work • Interviewing users • Creating Workflow documents • List major tasks • List subtasks • Identify order

Specification

As discussed in the above section, a specification is always developed to capture the nature and function of new software requirements. The source of the new requirements determines the degree of formality associated with the artifacts created to capture the requirements. Contractual obligations are captured in a formal specification that provides both the client and GTL a very clear understanding of the scope of the requirements, external interfaces, performance expectations, and how completion is measured. This information is captured in

a Requirements Document, and subsequently added to the project plan in order to identify resource allocation, milestones, and associated completion dates.

Design

After the Requirements Phase of the software Life Cycle is complete, the Software Requirements Specification (SRS) is turned over to software engineering for design and implementation. There are two basic design activities that take place during the Design phase: 1) Data design and 2) Class / Object design. All design is captured using modern computer aided software engineering (CASE) tools such as ERWin and/or the Embarcadero suite of tools. Additionally, during the design phase, the following activities take place:

- Brain-storming sessions to discuss design possibilities
- Prototype creation based on requirements
- Prototype reviews with end-users and internal SME's to ensure that the requirements have been captured accurately and perform initial usability testing

Data Design

GTL performs data design as the first step of any new development. Design is captured in the form of E-R diagrams using ERWin and/or Embarcadero. All data designs are peer reviewed and refined in an iterative manner until all requirements can be traced to a representation in the data model. The data model is designed to third normal form, and then, very selectively, de-normalized where necessary for performance or easing manipulation where necessary.

Using a CASE tools such as ERWin and/or Embarcadero offers the advantage of being able to perform Life Cycle engineering of the data model. Additionally, the data model can be forward engineered to a variety of commercial databases including Oracle, MS SQL Server, and DB2.

Class / Object Design

After the data model has been finalized and accepted as complete and correct (through tracing to the requirements) the software model is developed. GTL employs object oriented design techniques to model the classes and objects that make up the logical architecture of the system well as to capture the packaging structure of the objects in order to define the physical architecture of the system. All design is documented using Unified Modeling Language (UML) with the aid of the Rational Rose CASE tool. The use of the Rose tool allows the design to be captured in a language / technology neutral manner allowing for the reuse of design elements and frameworks when GTL embraces new technologies. All software models are peer reviewed and refined in an iterative manner until the design is accepted as correct and complete through requirements tracing.

Specification

Two specification documents are used to capture design work prior to moving forward with implementation: 1) An E-R diagram of the data model and 2) A UML diagram of the software model. The software model consists of class diagrams, sequence diagrams, package diagrams, and a textual specification of all classes. In addition, once all of the front-end requirements have been captured and the prototypes have been approved, the design is recorded formally through the use of the Functional Specification Document (FSD) which:

- Describes interaction pathways through the product
- Describes all screen elements
- Describes behaviors
- Demonstrates visual design

Development

After the software and data models have been reviewed and approved, a software team is assigned the task of implementing the new modules and/or requirements. The software team consists of a chief programmer responsible for the overall task and the appropriate number of support programmers for the size of the task. The chief programmer is the team leader responsible for tasking the support programmers, monitoring the progress of implementation, conducting code reviews, and integrating all modules into the core system. Periodically, during the implementation phase of the Life Cycle, the programming team is required to present formal reviews of the product including an evolution of the data or software models as well as spot code reviews to the developer managers. This series of peer reviews is used to validate and verify that the implementation is traced to the requirements as well as ensure the quality of the code being produced.

Test

The testing phase of the Life Cycle consists of several activities with a few activities overlapping the implementation phase. Testing activities include unit, module, system, and acceptance testing. The type and number of personnel involved in testing varies from stage to stage:

Table 11 Testing Phases

Phase	Explanation of Testing Phase
Unit Testing	Unit testing is employed to verify the operation of individual classes or components. The development team performs unit testing as each class or component is implemented. Unit testing is designed to test the methods and interfaces of a class or component independent of the rest of the system. Additionally, unit testing of all areas of the product is carried out to ensure it will perform according to the specifications. This entails using a wide range of input data to execute a feature-by-feature validation of behavior. Depending on the project specification, it can range from simple smoke testing of the product to thorough script-based testing comparing it to the previously written test-scripts.
Module Testing	Module testing is employed to test the operation of a collection of classes or components that operate together to implement a specific function or functional area. The individual developer is responsible for ensuring that every module is tested before being integrated into the core system. As a double check on this testing, all modules are presented to, and reviewed by, the development managers before acceptance for integration into the core system.
User Interface (UI) Testing	UI testing will be performed on a running application to ensure comprehensive testing on all possible cosmetic issues of the product. This testing includes the following: • Verification of correct layout of all data on the screen • Verification of short-cut keys • Verification of all navigational elements • Verification of consistency between screens/modules
Integration Testing	Integration Testing encompasses software functionality and exercises the interfaces between software modules, including error handling, and is performed on a software subsystem or completed software build. After a software build, comprised of new and modified modules, has been configured into a testable executable, an independent test team performs the Integration Testing. Tests are developed based on information from a design specification and requirements document.
System Testing	System testing is concerned with validating that all specified areas of functionality have been implemented and that the system functions correctly. An independent testing team, comprised of functional area SMEs, performs this testing. This phase of testing exercises the system as a whole and is concerned with identifying errors that occur as a result of the interaction of all sub-modules.

Phase	Explanation of Testing Phase
Acceptance Testing	Acceptance testing is a formal process to validate and verify functionality and performance of all requirements defined in a formal SRS. This type of testing involves both GTL and the customer and is used to gain a formal sign off in acceptance of work done as part of contractual agreement. Acceptance testing consists of a series of tests designed to exercise every requirement of the SRS. These tests are described in a formal testing document that is also used to capture the results of the test and acknowledgement of the results by both GTL and the client.
Beta Testing	Beta testing is the final stage of testing before full release of a new product or a major release of an existing product line. Beta Testing is the validation performed on the completed system in a controlled, production-like environment or in the actual production environment. This testing is performed live at sites that have volunteered to be part of the beta program. Beta testing is concerned with identifying any deviancies that can normally only be uncovered under operational conditions. The client generally performs it, with or without the assistance of the independent test team, after the completed software system has passed Integration and System testing.
Issue Tracking	Issue Tracking is the detailed recording, tracking, and managing of defects, action items, and enhancements discovered in work products during the project's verification and validation efforts. Using the testing methodology outlined above, our Quality Assurance (QA) Analysts log issues into Compuware's TrackRecord (a 3rd party defect-tracking tool). The Issue Tracking process is as follows: New defect/bug is submitted into the defect tracking system by the QA Analyst. When a defect/bug is entered into the system all relevant information is tracked such as: • Date/Time logged • Application(s) • Version • Module/Screen • Error Message (if applicable) • Description – Action required to reproduce defect/bug • Action Required • Priority/Severity • Possible Screenshot • Assigned Developer The assigned developer fixes the defect/bug according to the priority/severity assigned and changes the status of the defect/bug (open, closed, pending as designed). The development team releases a new build (internal version), with fixed defects/bugs/new features. QA verifies and checks that the defect/bug/new feature is implemented and working correctly per original/revised design specifications, and changes the status in the defect/bug tracking system.

Maintenance

The maintenance phase of the Life Cycle is simply iteration through the entire cycle. This is characteristic of several of the traditional Life Cycle models, including the evolutionary model that is employed by GTL.

| TECHNICAL CONSIDERATIONS

GTL has read, understands, and complies.

GTL has been providing Nebraska Department of Correctional Services (NDCS) with our industry leading inmate telephone solution for almost a decade making GTL the only provider who fully **understands NDCS' project requirements**. Our staff is very familiar with the facilities, Site Administrator Holly Rohde and Site Technician Mike Bell have supported NDCS for nine years, including the wiring and current configurations, daily operations, and facility staff.

The NDCS was recently fully upgraded to Global Tel*Link's (GTL) state-of-the-art centralized Inmate Telephone System (ITS), which is fully expandable to meet the State's future needs. As part of this RFP GTL is proposing to further increase NDCS' investigative capabilities with our enhanced Investigative IQ product suite in addition to other.

GTL will continue to work side-by-side with NDCS to determine what NDCS future needs are and continue to provide system software upgrades with a proposed **Development Approach**. Quarterly reviews will be held with NDCS to review and determine if such updates are required. At NDCS' discretion updates can be installed immediately or on a periodic schedule.

Throughout the partnership lifecycle GTL reviews NDCS' current business processes and provides NDCS with all **Technical Considerations**. A Gap Analysis is performed to identify, prioritize, and determine how best to conduct system and application configuration toward closing gaps. GTL has outlined this process to show GTL will continue to Partner with NDCS in serving and protecting the public facilitating inmates return to society as responsible persons.

As part of the **Work Plan,** GTL has provided a detailed Configuration Management plan that is utilized through expansions, hardware and software updates and upgrades.

As we move from the existing contract to the newly awarded contract period, GTL's is the only company that can guarantee zero interruption in the day to day operations that our **Site Admin, Holly Rohde**, provides to NDCS!

As the current partner and as the system is continually being improved, ensuring you are always at the cutting edge of technology. NDCS **Deliverables and Due Dates** and integration of new technology will be seamless.

| DETAILED PROJECT WORK PLAN

GTL has read, understands, and complies.

The GTL Inmate Telephone System (ITS) is the result of 24 years of innovation, constant upgrading, and meeting the ever-changing demands within the corrections communications arena. Since the first system deployed in 1988, GTL has upgraded our technology with the latest hardware and circuitry available along with listening to our customers and developing unique features that have benefited all customer's sites throughout the 26 year span. The proposed ITS system offered to NDCS is the latest in hardware and software development, which includes all recent upgrades.

GTL will continue to provide system upgrades to the current ITS and prior to the end of the first 5-year contract cycle. ITS software updates and new versions are available to NDCS at no cost. **GTL will notify NDCS of any software updates or new versions within 30 days of general availability of the validated software, and provide the updated ITS software at no cost to NDCS**.

As the incumbent provider at all NDCS facilities, GTL will present ITS system updates and new versions to NDCS *on a quarterly basis* for review, consideration and to determine if such updates are required or desired by NDCS. The updates can be installed immediately as they are released, or can be installed on a periodic schedule at the discretion of NDCS. **These upgrades will be kept current with other detention agency systems in the United States.** Should the release of an updated version of the ITS program require an upgrade in hardware to ensure proper functionality, GTL will follow the current protocol and NDCS will be notified and the hardware upgrade will be provided at no cost to you, prior to the upload of the new release to GTL's server.

Software updates are installed remotely from the Technical Assistance Center in the GTL Primary Data Center. These updates are performed during low- or no-usage periods (e.g. 00:00 – 07:00). A local technician will be on site during every update to assist in verification and resolution of any issues.

GTL utilizes a Configuration Management plan to guide us through hardware and software updates and upgrades of the ITS system. Below is our Configuration Management plan approach followed by a lifecycle management flow chart.

CONFIGURATION MANAGEMENT PLAN

GTL's Configuration Management focuses on establishing and maintaining consistency of the ITS system's performance and ensuring that its functional and physical attributes are in compliance with NDCS design and operational requirements throughout the term of the Agreement.

Hardware Configuration Management

GTL will submit for NDCS Designee approval pre-installation documentation that includes technical specifications and drawings and/or diagrams of the current and proposed equipment, installation location(s), and, if applicable, network connectivity prior to installation.

In instances where the actual installation deviates from the model system drawings and diagrams, GTL will notify NDCS Operations Manager of the deviation and provide as-built drawings and diagrams that reflect the actual installation.

All installed hardware documentation will be maintained by GTL and updated as needed for the term of the Agreement. Updated documentation of installed hardware will be provided to NDCS in hard copy and electronic format as required.

Planned Hardware Upgrades

GTL's Project Manager will review with NDCS Designee reasons for potential hardware upgrades; ensuring that upgrades are in keeping with NDCS goals and requirements for the system as a whole.

At least thirty (30) days prior to the projected date of a planned hardware upgrade, GTL will submit for NDCS Designee approval documentation that identifies the existing equipment to be replaced and technical specifications of the proposed new equipment. Should a hardware upgrade require additions or changes to the existing telephone system infrastructure, drawings or diagrams will be included that show both the original design and the proposed alteration.

Following the upgrade, relevant NDCS Hardware Documentation will be updated as needed to reflect the as-built configuration.

Installed Software/Firmware Versions

For the term of the contract, GTL will maintain the following software elements:

- System software standard configurations (settings, releases, and customizations)
- System software maintenance and administration records
- System software upgrades (version releases, patches, hot fixes, et cetera)
- System software procedures and documentation

As with all changes within the inmate telephone system environment, GTL carefully manages the release of new system software/firmware versions. GTL will coordinate all software updates to the ITS with NDCS Designee. Following NDCS approval, software updates are installed automatically and remotely from GTL's secure Web Server.

Security Department Approval: Any software or firmware changes to security elements (firewalls, et cetera) or features that have the potential to impact system security are carefully evaluated and must be reviewed and approved by GTL's Security Department.

Each quarter, every NDCS facility is checked to ensure that all systems and services are operating according to specifications and all software versions are up-to-date. Each sweep is performed by a trained and certified Technical Support Engineer. Sweeps check for such things as ***software version numbers***, storage capacity, module operation, database synchronization and capacity, network health and function, et cetera.

Our software version control process is schematically shown in the ***New Release Software Version Control*** flow chart at the end of this section.

Planned Software Upgrades

GTL will coordinate all software updates to the ITS system with NDCS Designee. Following NDCS approval, software updates are installed automatically and remotely from GTL's secure Web Server. Our software update policy allows GTL to deliver the highest quality service and support and allows all ITS users to enjoy the very latest enhancements of our platform's control program – at all times.

Authorized ITS users are notified at their Administrative or Investigative workstations when a new version of the system's controlling software is available. After log-in, the authorized user will see a New Release announcement along with a link to *Release Notes* that introduce and fully explain any new features or enhancements that were developed, tested, and incorporated into the product since the last update.

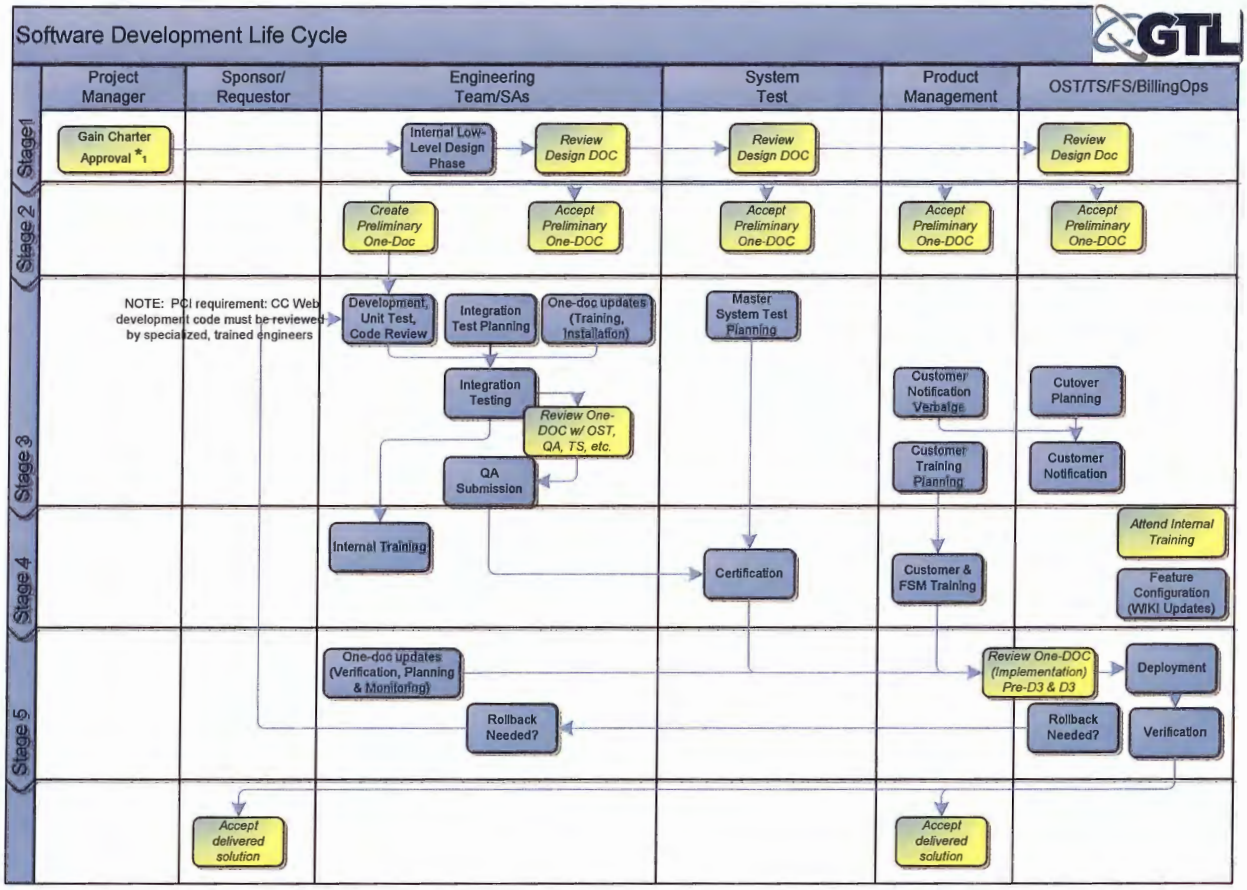

Figure 108 Work Package and Responsibilities Matrix

Sample Expansion Projects

Additional Telephone Stations

The total number of stations can be increased with little or no downtime. The ***ITS*** system station cards may have additional space available to add new stations for a facility. When station cards have additional space, field technicians will hang phones, run wiring and cross-connects if necessary, and map and identify new stations. In the event that a significant number of new stations are required, there may be the need for the installation of a new station card in our control computer. In this event, GTL project management will coordinate with the facility and field service to keep downtime to an absolute minimum. In most circumstances, any system downtime is scheduled during lockdown periods or scheduled off times.

Additional Unit or Facility

The addition of new stations for an entire new unit or facility can be provided with little to no downtime of existing inmate phone service. Project managers, technical support engineers, and field service technicians plan and execute each phase of system expansion including wiring if necessary, hanging phones, and system connection. In the event that a secondary control system is required, no downtime is required and once connected to our private

network, access to records and information from the new system is accessible for any workstation within the facility. If it becomes necessary to take the system down for a short period of time, GTL project management will coordinate with the facility and field service to keep downtime to an absolute minimum. In most circumstances, any system downtime is scheduled during lockdown periods or scheduled off times.

New Software Features

New software features for GTL's ***ITS*** *system require no downtime*. Our software application is web based and servers in our central office control the interface. When new features and enhancements are added, system users are asked to log out and log back into the system for any changes to take effect. No telephone service downtime is required to install new software features.

Additional Workstations

The addition of administrative or investigative workstations can be accomplished with no downtime. Workstations are peripheral components of the system and have no effect on the successful operation of inmate telephones. To add new workstations, field technicians will run wiring to the new location(s) from the control computer and the workstation is installed.

Additional Recording Storage

The addition of call recording storage at the Primary GTL Data Center is available to NDCS at any time during the contract without any disruption of ***ITS*** system services for NDCS.

| DELIVERABLES AND DUE DATES

GTL has read, understands, and complies.

GTL's inmate telephone system approach and plan is the only one in the market place that can guarantee 100% that the facility will not experience any down-time or interruptions in services or functionality as we jointly transition from the existing contract to the new contract.

GTL's exclusive ability to ELMINATE the "change factor" brings tremendous benefits to the NDCS, its inmates and their family and friends. Please take into account these factors that contribute to zero change:

- **Daily Operations:** As we move from the existing contract to the newly awarded day to day operations that our **Site Admin, Holly Rohde**, provides to NDCS! These include replying to inmate kites and entering each inmate's allowed calling lists into the inmate telephone system. Holly also records all the inmate names, and stores/files all inmate telephone paperwork according to NDCS policy.
- **Data Protection and Continued Access:** GTL will safeguard all call data records and recordings by guaranteeing you continued access to both past records and

recordings and those that take place going forward – all in the same application. **NO other vendor can make this promise.**

- **NDCS Staff & Inmate Training:** Continuing your partnership with GTL will significantly reduce or even eliminate the need for initial officer training. We will however, as we have always done, provide additional training as needed.
- **Friends & Family:** Communication to the inmates and their friends and family and the change factor always causes serious tension within correctional facilities. With any new contract most facilities experience declines in calling, refund issues, facility tensions and climate issues, et cetera. This is completely eliminated by continuing our successful partnership. Inmates and their family and friends experience the **"Zero Change"** factor. They continue to operate and communicate like they always have with no interruptions or hassles. No other vendor can make this guarantee.
- **New software features** for GTL's ITS system require no downtime. Our software application is web based and servers in our central office control the interface. When new features and enhancements are added, system users are asked to log out and log back into the system for any changes to take effect. No telephone service downtime is required to install new software features.

—END OF SECTION—

Terms and Conditions

5. | Terms and Conditions

Nebraska DOC

The Corrections Innovation Leader

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html

Grievance and protest procedure is available on the Internet at: http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JGL			

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JGL			

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JGL			

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BA			

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

F.1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

F.2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

F.3. INSURANCE COVERAGE AMOUNTS REQUIRED

COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000

Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$10,000 any one person
Damage to Rented Premises	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

F.4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)
Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

6. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
7. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SM			

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Contractor shall make his/her employees aware of Neb. Rev. Stat. 28-322.01 that states it shall be a Felony for individuals working for or under contract to the Department of Correctional Services to engage in sexual contact or relations with an inmate or parolee within the State correctional system, and that no inmate nor parolee is legally capable of giving consent to any such relationship.

Contractor's personnel shall be subject to departmental security checks prior to their arrival on site, and will carry proper identification with them at all time while on facility grounds.

Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor's locked vehicle while on NDCS-owned or controlled property.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SM			

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

N. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

O. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JBA			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work maybegin.

Q. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JBA			

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JBA			

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JBA			

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes

or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

T. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JGK			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JGK			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JGK			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

W. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JGK			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

X. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BA			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

Y. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BA			

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Z. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BH			

The contract may be terminated as follows:

8. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

9. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

10. The State may terminate the contract immediately for the following reasons:

- **a.** if directed to do so by statute;
- **b.** Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course ofbusiness;
- **c.** a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- **d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- **e.** an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- **f.** a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- **g.** Contractor intentionally discloses confidential information;
- **h.** Contractor has or announces it will discontinue support of the deliverable;
- **i.** second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
- **j.** Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BH			

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract

with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

BB. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BA			

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

CC. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BA			

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

DD. ADMINISTRATION – CONTRACT TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
BA			

1. Contractor must provide confirmation that upon contract termination all deliverables prepared

in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.

2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

EE. PENALTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due the State of $500.00 per day for outages of phones in one Housing Unit (HU) for six (6) or more hours, and $1,000.00 per day for outage of phones in two (2) HUs at one (1) institution for six (6) or more hours, and/or $5,000.00 per day for outage of an institution for six (6) or more hours per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

FF. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond must be $500,000.00 The check or bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

GG. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

HH. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JBA			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

II. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JBA			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

JJ. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JBA			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.
Invoices:
NE Department of Correctional Services

Accounts Payable
P.O. Box 94661 Lincoln, NE 68509-4661
Or Via e-mail to: DCS.AccountsPayable@nebraska.gov Accounts Payable Contact (402) 479-5715

KK. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JBH			

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

LL. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JBH			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise

evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

MM. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

NN. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

OO. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her

employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

PP. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary**. The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary**. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. STATEMENT OF NON-COLLUSION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices offered herein will remain firm from the date of the award for five (5) years. Prices may be subject to change after the initial five (5) year period. All regulatory fees must be included in the rates, as no add on taxes or fees (except called out on the cost sheet) will be accepted. All taxes and fees much be included in the per minute rate. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska State Purchasing Bureau at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the State Purchasing Bureau and the NDCS Purchasing Division. State Purchasing Bureau reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as an amendment and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by both parties.

The State will be given full proportionate benefit of any price decrease during the term of the contract.
Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

ss. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices offered herein will remain firm from the date of the award for five (5) years. Prices may be subject to change after the initial five (5) year period. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska State Purchasing Bureau at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the State Purchasing Bureau and the NDCS Purchasing Division. State Purchasing Bureau reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as an amendment and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by both parties.[1]

~~Prices offered herein will remain firm from the date of the award for five (5) years. Prices may be subject to change after the initial five (5) year period. All regulatory fees must be included in the rates, as no add on taxes or fees (except called out on the cost sheet) will be accepted. All taxes and fees much be included in the per minute rate. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska State Purchasing Bureau at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the State Purchasing Bureau and the NDCS Purchasing Division. State Purchasing Bureau reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as an amendment and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by both parties.~~

The State will be given full proportionate benefit of any price decrease during the term of the contract.
Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

[1] As per Addendum Eight for Q&A Round 2, Item #12, dated June 2, 2016

TT. BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

UU. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

1. **GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the

claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SGL			

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

XX. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JBA			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

YY. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JBA			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

ZZ. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JBA			

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

AAA. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JBA			

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

BBB. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DSH			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DSH			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

EEE. POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

FFF. OFFICE OF PUBLIC COUNSEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

GGG. LONG-TERM CARE OMBUDSMAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

6. | Attachments

Nebraska DOC

The Corrections Innovation Leader

A

Attachment A: Form A Bidder Contact Sheet and Form C Supplemental Contract Information

Form A
Bidder Contact Sheet

Request for Proposal Number 5289Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Global Tel*Link Corporation
Bidder Address:	12021 Sunset Hills Road, Suite 100, Reston VA 20190
Contact Person & Title:	Brian Galke, Account Executive
E-mail Address:	Brian.Galke@gtl.net
Telephone Number (Office):	817-689-4274
Telephone Number (Cellular):	817-689-4274
Fax Number:	972-535-3350

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Global Tel*Link Corporation
Bidder Address:	12021 Sunset Hills Road, Suite 100, Reston VA 20190
Contact Person & Title:	Brian Galke, Account Executive
E-mail Address:	Brian.Galke@gtl.net
Telephone Number (Office):	817-689-4274
Telephone Number (Cellular):	817-689-4274
Fax Number:	972-535-3350

Form C
Nebraska Department of Correctional Services Supplemental Contract Information

Request for Proposal Number 5289Z1

The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best business practices.
Please complete the questions below and submit with your bid documents. Responding "yes" to any question will not disqualify you from consideration, but may necessitate a follow-up information request.

Company Name:	Global Tel*Link Corporation
PO Box Address:	
Physical Address:	12021 Sunset Hills Road, Suite 100
City/State/Zip:	Reston, VA 20190
Phone Number:	703-889-5292
Name/Title of Contact:	Brian Galke, Account Executive

		YES	NO
1.	To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services?		No
	If yes, who?		
2.	Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS?		No
	If yes, who, how long, and in what capacity?		
3.	Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company?		No
	If yes, who and what position?		
4.	Incorporated companies, please provide the following information: Name of Corporate Entity: Global Tel*Link Corporation Principle Office Address: 12021 Sunset Hills Road, Suite 100, Reston VA 20190 Registered Agent and Office Address: Incorp Services, Inc., 5601 S. 50th Street, Suite C, Lincoln NE 68516-2340		
5.	Non-Incorporated Companies please provide the following information: Owner: n/a		

By my signature below, I attest that neither I, nor my company, nor any primary officer or employee in my company has a known conflict of interest with the Nebraska Department of Correctional Services.

5/27/2016

Company President Signature **Date**

B

Attachment B: Equipment Specifications

Per Section 4, Item E.12, Paragraph 7, we are attaching the following information about the telephone sets in use at NDCS.

Portable Cordless Telephone

As a standard offering GTL will provide NDCS with latest in cordless phone technology, the Uniden WXI3077 DECT 6.0 digital cordless telephone pictured here. The key feature for this phone is that it is 100% waterproof, submersible and impact/shock resistant with resistance to dirt and dust. It also features state-of-the-art 5.8 GHz digital technology that gives inmates a cleaner sound and longer range allowing for the phone to be used much farther away from the base than other cordless phones.

Figure 109 Portable Cordless Telephone

To ensure inmate call privacy, Uniden's DECT 6.0 technology offers better security and better efficiency with a longer battery life. The DECT 6.0 phones are operate on a frequency that is free from interference from Wi-Fi networks and other radio frequency devices. The handset features an illuminated keypad and display screen for easy dialing in dimly lit areas. No caller ID or call log storage is provided with the model provided for secure inmate communication.

Portable Phone Cart

GTL's portable, cart-mounted inmate phones. These phones are connected to the call-processor and can be of varied heights to easily allow a handset to be passed through the security doors in segregation areas. The cart-mounted phones can be configured so that the handset fits through a standard cell food slot. The phones can also be fitted with a covering that locks over the touch-tone pad. This covering will allow corrections personnel to lock the keypad once the initial call has been placed.

Figure 110 Portable Phone Cart

Calls from these special management unit telephones will be routed and connected through the Focus system in the same way as all other inmate calls. All call restrictions available with Focus will apply to all calls made from both cordless phones and portable inmate phones.

The equipment and services provided with our Focus Inmate Telephone System are in full compliance with all applicable standards and regulations, including FCC, Public Utility Commission, and the Americans with Disabilities Act.

WINTEL 7010SSE Cord Out the Top Inmate Telephone

Figure 111 Wintel 7010SSE Unit

- Built-in user controlled volume "LOUD" button for ADA mandated volume control (must be user-controlled volume amplification AND volume must reset to normal with on-hook to meet ADA requirements). Includes raised bump on "5" digit key.
- 180° rotating swivel elbow with at least 1,000# pull strength.
- Heavy 14 gauge brushed stainless steel provides rugged vandal resistant telephone housing designed & built for inmate use.
- Confidencer technology, built into every dial, filters out background noise at the user's location, allowing better sound to the called party.
- All-in-one electronic dial features modular incoming line and handset connections for quick maintenance. Carbon (HS)and DuraClear® Handsets have separate 4-pin connections.
- Heavy chrome metal keypad bezel, buttons, and hook switch lever withstand abuse and vandalism.
- Armored handset cord is equipped with a steel lanyard (1000# pull strength) and secured with a 14-gauge retainer bracket for maximum vandal resistance.
- Handset has sealed transmitter and receiver caps, suitable for heavy use and abuse.
- Pin-in-head security screws minimize tampering.
- Hearing aid compatible and FCC registered
- US: 1DATE05BITC-254, IC: 3267A-ITC254

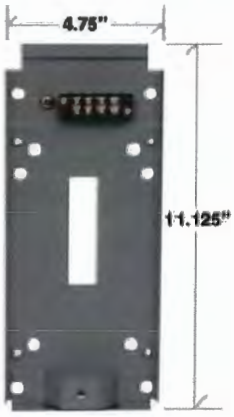

Figure 112 Wintel Back Panel

C

Information Security Framework

Protective measures create peace of mind.

Technology Brief

Protecting Your Data Is Our Goal

At GTL, we take information security and data protection very seriously. That's why we've gone to exceptional lengths to safeguard each customer's data and private information that is generated through the course of their relationship with us. Our security architecture provides our customers the reassurance that their data won't fall into the wrong hands.

Data Access

Correctional facilities access their call detail records (CDR) and call recording data through GTL's facility management system. This web-based, graphic user interface (GUI) requires a username and password for access. Once logged in, each account has an associated Security Level which defines the capabilities of that user. This permits correctional facilities to control employees' access to data.

Two-factor authentication is required for access to the cardholder data environment (CDE). This means that beyond the use of a username and password, employees attempting to access this environment must also have an Authentication Matrix card that requires them to engage a matrix for challenge and response security questions. This ensures that access to the CDE is still protected even if an authorized employee's username and password is stolen because the attacker would also need access to the employee's physical security card.

GTL is always working to improve its Security Architecture, and the following efforts are currently underway to further expand its user access security controls:

- **two-factor authentication for all remote access to GTL networks**
- **host integrity checks on all remotely connecting devices to ensure specific security controls are in place on the connecting device**
- **two-factor authentication for accessing corporate data**

Data Transport

Consistent with industry best practice, all data stored and retrieved using the GTL Facility Management System is transported using Transport Layer Security (TLS) that encrypts inbound and outbound data during transmission.

Data Center Electronic Access

Electronic access to GTL Data Centers is limited exclusively to GTL customers. In addition, controls are in place to limit access only from specific IP addresses. This means that access to customer data will be denied if a request is from an unknown IP address.

Furthermore, multiple layers of 128-bit encryption and perimeter firewall protection prevent unauthorized access from the Internet. The encryption of data streams also keeps inmate information, recordings, and customer data from being compromised while in transit.

Data Center Physical Access

All GTL Data Center access is restricted by a centralized badge system that uses 26-bit access badges. These badges are unmarked to ensure that if one is lost it could not be associated with GTL systems. Only employees are permitted access to GTL Data Centers. Furthermore, administrator access to the badge system is only provided to a select group of employees who are responsible for managing facility and data center access.

In addition to controlled access, all ingress and egress doors at GTL Data Centers are monitored by CCTV cameras that record 24/7 to a centralized DVR management system. The centralized DVR system stores at least three months of recordings of all data centers and facilities. Cameras are also located in GTL Data Centers to monitor activities inside the data center.

CDRs and Recordings

CDRs and call audio recordings are separated and stored on independent and diverse enterprise storage devices. These storage devices only interact with certain servers within the data center. Finally, user names and passwords are used with the storage devices wherever possible.

Monitoring, Logging, and Scanning

The GTL Facility Management System Solution tracks and logs all access to the inmate telephone platform, media storage system, and WAN. The firewall that protects the WAN logs any sessions coming through a GTL server, and the networking software logs any user sessions at the application level. This permits management and tracking of all logins. Any login attempts that are not authorized are immediately flagged and checked against the approved user list.

A robust centralized log monitoring solution provides alerts to the GTL Information Security Department based on predefined and internally developed alarm rules. This application is monitored to detect other anomalies that might indicate inappropriate use of GTL assets. Any time a user logs into the system, the system notes the event and the user's identity in the system's electronic Log Book. An Audit Log Report is used by GTL to track and investigate user access and record all system changes and activities that take place while each user is logged into the system.

Monthly internal and external vulnerability scanning and annual penetration testing is performed by the GTL Information Security Department and a PCI-approved scanning vendor. Vulnerabilities are promptly remediated based on level of risk. Risk is determined through the use of the Common Vulnerability Scoring System rating and knowledge of the systems. While Payment Card Industry Data Security Standard (PCI-DSS) Compliance requirements only require that GTL perform this testing quarterly, GTL goes the extra mile and performs the testing on a monthly basis.

GTL uses industry accepted log monitoring software to perform file integrity monitoring and to provide real time monitoring of application, security, and system event logs. Using this log monitoring software, the GTL Information Security Department monitors log events 24/7 and investigates all alerts.

Processes and Procedures

Among other responsibilities, GTL's Network Operations Center and Information Security Department ensure:

- **any changes to firewall hardware or software or security rules are approved by GTL's Information Security Department, follow all change control policies and procedures, and are properly documented;**
- **vulnerability scans are performed on all servers before they are moved into a production environment and prior to the approval of any network access control lists (ACLs);**
- **after any change, network diagrams are reviewed and updated to ensure they accurately describe all connections to confidential or sensitive information and critical network protection mechanisms;**
- **active daily monitoring of the logs that report security events;**
- **active daily monitoring of system and application-specific alerts on critical systems; and**
- **notification of the appropriate parties and execution of appropriate procedures in the event of a security system failure or a security event.**

Network and Data Security

All sites are protected by a "stateful" packet inspection firewall. In addition, access control lists (ACLs) limit all inbound and outbound traffic to GTL-specific networks, which include the IP address for GTL Data Centers, GTL web applications, and customer-specific network IP addresses.

GTL creates a virtual private network for all facilities, using Internet Protocol Virtual Private Network (IP VPN) technology. All sites are connected to the data centers using 128-bit AES or 3DES encrypted data links so that all validation, call records, and recordings are encrypted when they traverse this network.

Facilities with remote workstations or cellular wireless broadband networks also use IP VPN and are protected by a firewall.

The Internet-facing Facility Management system is only available over a Secure Sockets Layer (SSLv3) to ensure that all traffic is encrypted and meets security best practices. Controls are also available to allow access only to specific IP addresses. This allows control over access to the GTL's Facility Management system by outside agencies and individuals.

GTL's robust network topology prevents intrusion from external sources:

- **Intrusion Prevention Systems are deployed to alert the GTL Information Security Department to potential attacks and automatically block such attacks.**
- **Firewalls use ACL rules to manage network traffic and block unauthorized access.**
- **A Wireless Intrusion Prevention System is deployed at all GTL office locations throughout the country to alert and prevent against the installation of rogue wireless access points. This system also ensures that only authorized employees have access to GTL wireless networks. No wireless networks are permitted to be attached to the LAN. Wireless networks are strictly used to provide guest Internet access.**

All backup tapes are encrypted before they are sent for off-site storage. It should be noted that PCI only requires that tapes are stored in a "secure location." Taking the extra step of encrypting the tapes ensures that regardless of its location, the data on the tapes is not accessible to unauthorized persons.

Credit Card Data

When GTL stores its most critical information, this data is encrypted at rest using an industry best practice Key Encryption Appliance. The keys used to encrypt the data never leave the appliance, which means that data can only be decrypted programmatically through the use of multiple layers of authentication.

File integrity monitoring is in place on all servers that process, transmit, or store credit card information. This ensures that the GTL Information Security Department is alerted to all unauthorized modifications of critical system files and internally developed software.

Virus and Malware Security

Anti-virus detection is installed on all internal GTL servers and workstations. This anti-virus solution is centrally managed and alerts the Technology Group and GTL's third-party monitoring company when viruses are detected or security policies are not adhered to.

Intrusion Prevention Systems are deployed to alert the GTL Information Security Department to potential attacks and automatically block such attacks. Many companies choose to rely on an Intrusion Detection System that simply alerts of potential attacks, but GTL's systems automatically block suspected malicious traffic.

A robust centralized log monitoring solution provides alerts to the GTL Information Security Department based on predefined and internally developed alarm rules. This application is monitored daily to detect other anomalies that might indicate inappropriate use of GTL assets.

Equipment

All GTL equipment is hardened to ensure it comports with today's security best practices. This includes operating system hardening, point-to-point credit card data encryption, application source code auditing, log monitoring, automated patching, anti-virus, and physical security controls.

Knowledge and Training

GTL is one of the first organizations in the country with employees who have been certified by the Payment Card Industry (PCI) Security Standards Council as Internal Security Assessors (ISA). This ensures that GTL's system operations security, system access security, and PCI compliance security efforts are held to the highest benchmarks and that PCI security standards are designed into GTL applications and not merely applied ad hoc after the fact. In addition, all GTL employees are required to attend annual security awareness training to reinforce all GTL policies and procedures.

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D

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the Application of Global Tel*Link Corporation, Mobile, Alabama, seeking authority to operate as a resale common carrier of telecommunication services within the state of Nebraska.	) Application No. C-1501))) GRANTED)) Entered: May 28, 1997

APPEARANCES:

For the Applicant:
None

For the Commission Staff:
Hal Hasselbalch, Staff Attorney
300 The Atrium
Lincoln, Nebraska 68508

BY THE COMMISSION:

O P I N I O N A N D F I N D I N G S

By application filed March 10, 1997, Global Tel*Link Corporation, of Mobile, Alabama, seeks authority to provide intraLATA and interLATA resold telecommunications services within the state of Nebraska. Notice of the application was published in the Daily Record, Omaha, Nebraska, on March 11, 1997, pursuant to the rules of the Commission. No protests were filed. Hearing on the application was held by video communication on May 6, 1997.

Applicant produced two witnesses, Joseph D. Rotman and Mary Gifford. They testified:

He is senior accountant for applicant. She is regulatory counsel. The application is accurate. No complaints have been filed against applicant. Applicant intends to offer a debit card. A few have already been sold in Nebraska because of a distributor's national campaign. Applicant has no sales force in Nebraska at present. When authorized to do business in Nebraska, applicant plans to sell its phone cards through convenience stores. Applicant will also bid on inmate calling contracts when it is eligible. Exhibit 1 shows applicant's sales materials. Applicant operates as a switchless, non-facilities based carrier which relies on its underlying carriers, AT&T and LDDS, for technical expertise. Applicant is attempting to become certificated in all states. Applicant has approximately 50 employees. Applicant apologizes for cards sent to Nebraska.

Interexchange reseller applications are subject to Commission jurisdiction under Neb. Rev. Stat. Sections 75-604 and 86-805 and Title 291 of the Commission's Rules and Regulations, Chapter 5, Rule 003.12. From examination of the application filed herein and the testimony adduced at the hearing, the Commission finds applicant has provided all the information required

by the Commission, possesses adequate financial resources to provide the proposed service, and possesses adequate technical competency to provide the proposed service. The application should be granted.

O R D E R

IT IS THEREFORE ORDERED BY THE Nebraska Public Service Commission that Application Number C-1501 be, and it is hereby, granted and Global Tel*Link Corporation, Mobile, Alabama, is hereby authorized to operate as a resale carrier of intrastate interexchange intraLATA and interLATA telecommunications services within the state of Nebraska.

IT IS FURTHER ORDERED that the applicant shall file, in accordance with the applicable statutes on or before April 30th of each year, an annual report with this Commission consisting of (a) a copy of any report filed with the Federal Communications Commission, (b) a copy of any annual report to stockholders, (c) a copy of the latest Form 10-K filed with the Securities and Exchange Commission, (d) a balance sheet and income statement for the previous year of operation and (e) for the State of Nebraska on a combined interstate-intrastate basis, the investment in telephone plant and equipment located within the state, accumulated depreciation thereon, operating revenues, operating expenses, and taxes.

IT IS FURTHER ORDERED that applicant file its current tariff prior to offering service pursuant to the certificate granted in this order.

IT IS FINALLY ORDERED that this order be, and it is hereby made, the Commission's official certificate of authority to furnish the service authorized herein as a common carrier.

MADE AND ENTERED at Lincoln, Nebraska this 28th day of May, 1997.

NEBRASKA PUBLIC SERVICE COMMISSION

COMMISSIONERS CONCURRING:

//s//Rod Johnson
//s//Frank E. Landis
//s//Daniel G. Urwiller

Chairman Rod Johnson

ATTEST:

Robert R. Logsdon
Executive Director

Nebraska Public Service Commission

300 The Atrium, 1200 N Street | P.O. Box 94927 | Lincoln, Nebraska 68509-4927
(402) 471-3101 | Nebraska Consumer Hot Line 1-800-526-0017 | Fax (402) 471-0254

May 30, 1997

Mary L. Gifford
Regulatory Counsel
Global Tel*Link Corporation
2609 Cameron Street
Mobile, AL 36607

Dear Ms. Gifford:

CERTIFICATION

I, Robert R. Logsdon, Executive Director of the Nebraska Public Service Commission, hereby certify that the enclosed is a true and correct copy of the original order made and entered in Application No. C-1501 on the 28th day of May, 1997, as the same is filed and recorded in the official records of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the Nebraska Public Service Commission, Lincoln, Nebraska, this 30th day of May, 1997.

Please acknowledge receipt of this document in writing.

Sincerely,

Robert R. Logsdon
Executive Director

RRL:tsg

Enclosure

COMMISSIONERS:
ANNE C. BOYLE
LOWELL C. JOHNSON
ROD JOHNSON
FRANK E. LANDIS
DANIEL G. URWILLER

EXECUTIVE DIRECTOR:
ROBERT R. LOGSDON

Printed with soy ink on recycled paper

E

STATE OF NEBRASKA

United States of America,
State of Nebraska } ss.

Department of State
Lincoln, Nebraska

I, John A. Gale, Secretary of State of Nebraska do hereby certify;

GLOBAL TEL*LINK CORPORATION

a Delaware corporation, was duly authorized to transact business in this state on June 15, 1994.

I further certify that no occupation taxes assessed are unpaid and no biennial reports are delinquent; and said corporation is in existence as of the date of this certificate.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State of Nebraska on June 19, 2008.

SECRETARY OF STATE

This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Serial Number
1175279

Nebraska Department of Revenue

• To cancel, see instructions on reverse

0000052

NONTRANSFERABLE
STATE IDENTIFICATION NO
001-008671419

DATE 06/26/2008

SALES TAX PERMIT FOR THIS LOCATION

LOCATION ADDRESS	MAILING ADDRESS
GLOBAL TEL*LINK CORP	GLOBAL TEL*LINK CORPORATION ALTANTAX SYSTEMS INC
2609 CAMERON STREET MOBILE AL 36607	21515 HAWTHORNE BLVD STE 360 TORRANCE CA 90503

DISPLAY PROMINENTLY AT BUSINESS LOCATION

Douglas A. Ewall
State Tax Commissioner

INSTRUCTIONS TO CANCEL

This form must be returned to the Nebraska Department of Revenue when canceling the license, permit or certificate indicated on the reverse side. It can be included with the final tax return or mailed under separate cover.

Complete the following information prior to returning this form.

1. Date of last transaction . . . Month _____ Day _____ Year_____.
2. Location of business records (if different than shown on reverse).

Street Address | City | State | Zip Code

Under penalties of law, I declare that I have examined this form, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature | Title | Date | ( ) Telephone Number

Mail to: **NEBRASKA DEPARTMENT OF REVENUE, P.O. BOX 94818, LINCOLN, NEBRASKA 68509-4818**

4-004-1979 Rev. 12-2007
Supersedes 4-004-1979 Rev. 5-2005

STATE OF NEBRASKA
DEPARTMENT OF REVENUE
P.O. Box 94818
Lincoln, Nebraska 68509-4818
16-11-15

XXFCMPRSRT DMA681 6-27-08XX

PRESORTED FIRST CLASS

UNITED STATES POSTAL SERVICE
PITNEY BOWES
02 1M $ 00.32⁴
0004242791 JUN 26 2008
MAILED FROM ZIP CODE 68508

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Attn: Dorothy Cukier

DANIS51 36607

F

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 05/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED EPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Aon Risk Services South, Inc.
Atlanta GA Office
3565 Piedmont Rd NE,Blg1,#700
Atlanta GA 30305 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000039743

INSURER(S) AFFORDING COVERAGE | **NAIC #**
INSURER A: National Union Fire Ins Co of Pittsburgh | 19445
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
GTEL Holdings, Inc; Global Tel*Link Corp
107 St Francis St 32nd Floor
Mobile AL 36602 USA

COVERAGES **CERTIFICATE NUMBER:** 570062155411 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: State of Nebraska, Solicitation No. RFP 5289 Z1.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC / BUILDING BROAD / CONTENTS SPECIAL EARTHQUAKE WIND FLOOD				BUILDING PERSONAL PROPERTY BUSINESS INCOME w/o Extra Expense EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
A	X CRIME TYPE OF POLICY Crime - Primary	17084125	09/01/2015	09/01/2016	X Employee Dishonesty X Deductible	$1,000,000 $10,000
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of Nebraska
Attn: State Purchasing Bureau
1526 K Street, Suite 130
Lincoln NE 68508 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services South, Inc.

Holder Identifier :

CERTIFICATE NUMBER: 570062155411

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services South, Inc.
Atlanta GA Office
3565 Piedmont Rd NE,Blg1,#700
Atlanta GA 30305 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Great Northern Insurance Co.	20303
INSURER B:	Federal Insurance Company	20281
INSURER C:	Chubb Indemnity Insurance Co.	12777
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Global Tel*Link Corporation
GTEL Holdings, Inc.
107 St Francis St 32nd Floor
Mobile AL 36602 USA

COVERAGES **CERTIFICATE NUMBER:** 570062164111 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			35833545	09/01/2015	09/01/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X Errors and Omissions - Claims Made						MED EXP (Any one person)	$10,000
	X Deductible - Each Claim $1,000						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:						Errors & Omissions	$1,000,000
A	AUTOMOBILE LIABILITY			7353-38-39	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
B	X UMBRELLA LIAB X OCCUR			79839962	09/01/2015	09/01/2016	EACH OCCURRENCE	$7,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$7,000,000
	DED RETENTION							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1671725786	09/01/2015	09/01/2016	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

Certificate No : 570062164111

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: State of Nebraska, Solicitation No. RFP 5289 Z1. State of Nebraska is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of State of Nebraska in accordance with the policy provisions of the Workers' Compensation policy.

CERTIFICATE HOLDER

State of Nebraska
Attn: State Purchasing Bureau
1526 K Street, Suite 130
Lincoln NE 68508 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South, Inc.

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NEBRASKA
AdministrativeServices

Byron L. Diamond
Director

Pete Ricketts, Governor

April 11, 2016

Dear Prospective Vendor:

The State of Nebraska Purchasing Bureau is issuing the following solicitation:

Solicitation Number:	5289 Z1
Service:	Inmate Calling Services
Opening Date:	June 1, 2016
Buyers:	Robert Thompson/Nancy Storant

Copies of 5289Z1 and all information relevant to this solicitation to include addenda and/or amendments may be obtained from the State Purchasing Bureau web site at:

http://das.nebraska.gov/materiel/purchasing.html

It is the responsibility of the bidder to check this site for other pertinent information and any mandatory requirements. All information relevant to this solicitation to include addenda and/or amendments that may be issued prior to the opening date will be posted to the web site.

Solicitation responses must be in a sealed envelope that indicates the Solicitation Number and Opening Date. Sealed responses must be received in the State Purchasing Bureau on or before the date and time indicated in the Schedule of Events, at which time responses will be publicly opened. Solicitation response should be sent to:

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Any problems accessing the website regarding the above solicitation should be faxed to the State Purchasing Bureau at 402-471-2089.

Sincerely,

Robert Thompson/Nancy Storant, Buyers
State Purchasing Bureau

State of Nebraska (State Purchasing Bureau)

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 5289 Z1	**April 11, 2016**
OPENING DATE AND TIME	PROCUREMENT CONTACT
June 1, 2016 2:00 p.m. Central Time	**Robert Thompson / Nancy Storant**

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5289 Z1 for the purpose of selecting a qualified contractor to provide Inmate Calling Services.

Written questions are due no later than April 21, 2016, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov Written questions may also be sent by facsimile to (402) 471-2089.

A Pre-Proposal Conference and Site Visits with mandatory attendance will be held on May 2, 3, 4, and 5, 2016 at the times and locations listened in the schedule of events.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://das.nebraska.gov/materiel/purchasing.html

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered propriety.

To facilitate such public postings, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

Any entity awarded a contract or submitting a RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of contracts, RFPs and related documents.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ **NEBRASKA CONTRACTOR AFFIDAVIT**: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires

identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Courtesy Calls: The called party has a collect call blocked, thus a one (1) minute call is allowed.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Department of Health and Human Services: DHHS

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Flat Rate: Each type of call category must have a single per minute rate charged to the user that will not change based on distance or time of day for the life of the contract.
Free Calls: Calls placed to the Ombudsman, PREA, and inmate media.

Free Minutes: Minutes that may be part of the free calls depending on the inmate's location.

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract, are completed.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Nebraska Department of Correctional Services: NDCS

Office of the Chief Information Officer: OCIO.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Pat Search: A search of the outside of a person's clothing, inside the shirt collar and pants waistband without the complete removal of the clothing. This will be accomplished by running the employee's hands inside the collar and waistband and over the exterior of the clothing surfaces and by separately inspecting hats, jackets, shoes, and pockets.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Tool Inventory: A systematic process for tool accountability

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

Youth Rehabilitation and Treatment Center: YRTC.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 5289Z1 for the purpose of selecting a qualified Contractor to provide Inmate Calling Services. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued approximately for a period of five (5) years effective the date of award. The contract has the option to be renewed for three (3) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: http://das.nebraska.gov/materiel/purchasing.html

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	April 11, 2016
2.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	April 21 , 2016
3.	Last day to submit written first round questions	April 21, 2016
4.	State responds to written first round questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	April 25, 2016
5.	Mandatory Pre-Proposal Conference and Site Visits Day One (1) Starting Location, followed by additional stops: NDCS Correctional Services/Admin 801 W. Prospector Pl., #1 Lincoln NE 68522 NDCS Community Corrections Center/Lincoln 2720 West Van Dorn Lincoln NE 68522 NDCS Lincoln Correctional Center 3216 West Van Dorn Lincoln NE 68522 NDCS Diagnostic and Evaluation Center 3220 West Van Dorn Lincoln NE 68522 NDCS Nebraska State Penitentiary 4201 S. 14th Street Lincoln NE 68502 ** Registration Advisement:* *Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.*	May 2, 2016 Meet at: 801 W. Prospect #1 at 9:30 AM Central Time

	ACTIVITY	DATE/TIME
6.	Mandatory Pre-Proposal Conference and Site Visits Day Two (2) Starting Location, followed by additional stops: NDCS Correctional Center for Women 1107 Recharge Rd York NE 68457 NE-DHHS-Youth Rehab and Treatment 855 North 1st Street Geneva NE 68361 ** Registration Advisement:* *Bids will only be accepted from those Companies/Firms which properly register their attendance at these meetings by completing all of the required information on the State Registration Sheet.*	May 3, 2016 Meet at: 1107 Recharge Rd at 9:30 AM Central Time
7.	Mandatory Pre-Proposal Conference and Site Visits Day Three (3) Starting Location, followed by additional stops: NE-DHHS-Youth Rehab and Treatment 2802 30th Avenue Kearney NE 68845 NDCS Work Ethic Camp 2309 North Highway 83 McCook NE 69001 ** Registration Advisement:* *Bids will only be accepted from those Companies/Firms which properly register their attendance at these meetings by completing all of the required information on the State Registration Sheet.*	May 4, 2016 Meet at: 2802 30th Avenue at 9:30 AM Central Time
8.	Mandatory Pre-Proposal Conference and Site Visits Day Four (4) Starting Location, followed by additional stops: NDCS Tecumseh State Correctional 2725 North Highway 50 Tecumseh NE 68450 NDCS Correctional Youth Facility 2610 North 20th Street East Omaha NE 68110 NDCS Omaha Correctional Center 2323 Avenue J Omaha NE 68110 NDCS Community Corrections Center 2320 Avenue J Omaha NE 68110 ** Registration Advisement:* *Bids will only be accepted from those Companies/Firms which properly register their attendance at these meetings by completing all of the required information on the State Registration Sheet.*	May 5, 2016 Meet at: 2725 North Hwy 50 at 9:30 AM Central Time
9.	Last day to submit written (second round) questions after Pre-Proposal Conference	May 8, 2016
10.	State responds to written (second round) questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	May 16, 2016

	ACTIVITY	DATE/TIME
11.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	June 1, 2016 2:00 PM Central Time
12.	Review for conformance of mandatory requirements	June 1, 2016
13.	Evaluation period	June 3, 2016 through June 10, 2016
14.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
15.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 20, 2016
16.	Contract finalization period	June 20, 2016 through July 11, 2016
17.	Contract award	July 18, 2016
18.	Contractor start date	September 26, 2016

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name:	Robert Thompson / Nancy Storant
Agency:	State Purchasing Bureau
Address:	1526 K Street, Suite 130
	Lincoln, NE 68508
Telephone:	402-471-6500
Facsimile:	402-471-2089
E-Mail:	as.materielpurchasing@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Inmate Calling Services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations;
3. state staff and/or Contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5289Z1; Inmate

Calling Services Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Robert Thompson / Nancy Storant, showing the total number of pages transmitted, and clearly marked "RFP Number 5289Z1; Inmate Calling Services Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

Question Number	RFP Section Reference	RFP Page Number	Question

Written answers will be provided through an addendum to be posted on the Internet at http://das.nebraska.gov/materiel/purchasing.html on or before the date shown in the Schedule of Events.

F. PRE-PROPOSAL CONFERENCE AND SITE VISITS

A pre-proposal conference and site visits will be held on the dates, times, and locations shown in the Schedule of Events. Attendance at the pre-proposal conference and all site visits is mandatory in order to submit a proposal (bidders who attended the site visits in response to 5094Z1 are not required to attend the site visits for 5289Z1 – but must still attend the pre-proposal conference on Day 1, per the schedule of events . Bidders will have an opportunity to ask questions at the conference and site visits to assist in the clarification and understanding of the Request for Proposal requirements. The State will make every reasonable attempt to answer those questions before the end of the conference and site visits. Bidders attending the pre-proposal meeting may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

Written answers to written questions along with a list of conference attendees will be provided through an addendum to be posted on the Internet at http://das.nebraska.gov/materiel/purchasing.html on or before the date shown in the Schedule of Events. Verbal responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska.

1. NOTIFICATION OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISITS

Notification of attendance should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should utilize the "Notification of Intent to Attend Pre-Proposal Conference" (see Form B) that accompanies this document to the contact person shown on the cover page of the Request for Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

G. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.
Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

H. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal must be submitted. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the proposal will be rejected.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

I. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

J. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

K. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

L. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all responsive proposals in accordance with the criteria set forth below. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
- **a.** the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
- **b.** the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- **c.** whether the bidder can perform the contract within the specified time frame;
- **d.** the quality of bidder performance on prior contracts;
- **e.** such other information that may be secured and that has a bearing on the decision to award the contract;

2. Technical Approach; and

3. Cost Proposal.

Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria weighting will be released with the Request for Proposal. Evaluation criteria weighting and a list of respondents will be posted to the State Purchasing Bureau website at http://das.nebraska.gov/materiel/purchasing.html

M. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not be published.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

N. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Contractual Services form, signed in ink;
2. Corporate Overview;
3. Completed Section III;
4. Technical Approach; and
5. Cost Proposal.

O. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the

explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks, and negative references may eliminate bidders from consideration for award.

P. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders should be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

Q. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award
3. Termination of the resulting contract.
4. Legal action.
5. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:
http://das.nebraska.gov/materiel/purchasing.html

Grievance and protest procedure is available on the Internet at:
http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor(s). The Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this section.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in

work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$10,000 any one person
Damage to Rented Premises	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Contractor shall make his/her employees aware of Neb. Rev. Stat. 28-322.01 that states it shall be a Felony for individuals working for or under contract to the Department of Correctional Services to engage in sexual contact or relations with an inmate or parolee within the State correctional system, and that no inmate nor parolee is legally capable of giving consent to any such relationship.

Contractor's personnel shall be subject to departmental security checks prior to their arrival on site, and will carry proper identification with them at all time while on facility grounds.

Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor's locked vehicle while on NDCS-owned or controlled property.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and

5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

N. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

O. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

Q. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

T. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

W. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

X. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

Y. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Z. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

- **a.** if directed to do so by statute;
- **b.** Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- **c.** a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- **d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- **e.** an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- **f.** a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- **g.** Contractor intentionally discloses confidential information;
- **h.** Contractor has or announces it will discontinue support of the deliverable;
- **i.** second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
- **j.** Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract

with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

BB. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

CC. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

DD. ADMINISTRATION – CONTRACT TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.

2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

EE. PENALTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due the State of $500.00 per day for outages of phones in one Housing Unit (HU) for six (6) or more hours, and $1,000.00 per day for outage of phones in two (2) HUs at one (1) institution for six (6) or more hours, and/or $5,000.00 per day for outage of an institution for six (6) or more hours per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

FF. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond must be $500,000.00 The check or bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

GG. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

HH. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

II. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

JJ. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.
Invoices:NE Department of Correctional Services

Accounts Payable
P.O. Box 94661
Lincoln, NE 68509-4661
Or Via e-mail to: DCS.AccountsPayable@nebraska.gov
Accounts Payable Contact (402) 479-5715

KK. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

LL. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

MM. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

NN. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

OO. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

PP. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary**. The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary**. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. STATEMENT OF NON-COLLUSION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the Request for Proposal is cancelled.

Prices offered herein will remain firm from the date of the award for five (5) years. Prices may be subject to change after the initial five (5) year period. All regulatory fees must be included in the rates, as no add on taxes or fees (except called out on the cost sheet) will be accepted. All taxes and fees much be included in the per minute rate. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska State Purchasing Bureau at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the State Purchasing Bureau and the NDCS Purchasing Division. State Purchasing Bureau reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as an amendment and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by both parties.

The State will be given full proportionate benefit of any price decrease during the term of the contract.
Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

TT. BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

UU. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. **INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. **PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

4. **SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 *et seq.* and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. **ALL REMEDIES AT LAW**

Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

XX. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

YY. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

ZZ. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

AAA. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

BBB. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

EEE. POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

FFF. OFFICE OF PUBLIC COUNSEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

GGG. LONG-TERM CARE OMBUDSMAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

The State of Nebraska is seeking qualified bidders to submit proposals to furnish, install, and maintain an Inmate Calling System for use in all present and future correctional facilities. The intent of this RFP is to award a single statewide contract that will enable inmates at all State Correctional facilities and youth at the Department of Health and Human Services (DHHS) rehabilitation and treatment centers to make collect, debit, and pre-paid calls from State facilities. The State will require inmate access to local, Intrastate, Interstate and International calling. The State has special security requirements and has a prime objective of controlling inmate telephone usage and limiting the use of the telephone system for fraudulent activity.

The system at each Nebraska Department of Correctional Services (NDCS) and Youth Rehabilitation and Treatment Center (YRTC) facility must allow for investigative personnel located either at the facility or central administration to remotely access each of the systems via a secure, password protected method. Specified NDCS/YRTC personnel must have the ability to change, modify, or view any privileges or restrictions pertaining to inmates at their facility.

The system features shall include, but are not limited to: central and remote site network administration, centralized web based database where access will be limited by facility, automated operator, call branding, call blocking, three-way call detect, call forwarding detect, answering supervision, call duration limits and other inmate/youth calling restrictions, call monitoring and recording, hot number tracking and system reporting. The contractor shall install and operate prison inmate/youth telephones and all related equipment including wiring for the inmate/youth telephones, installation, and any related hardware and software/firmware specifically identified in this RFP without cost to the State.

The bidder may include any other information that is believed to be relevant to this procurement but not specifically asked for in this RFP. Bidder may explain in detail any innovation, alternatives or more cost effective approaches available in any area of this RFP. Contractor may provide optional or alternant products or services available to the State. Optional products must be clearly identified as optional and provide the optional cost separately from the bid cost per minute. If bidding an alternant proposal, the bidder must provide a complete separate RFP response including all mandatory requirements (section II. N.)

The term of any contract awarded as a result of a proposal shall be five (5) years with the option to renew for three (3) additional one (1) year periods as mutually agreed upon by all parties. During the term of the contract circumstances beyond the control of the state may result in increases or decreases in revenue, as well as increase or decreases in required equipment and/or services. Such circumstances include, but are not limited to, increase/decrease in inmate population, in number of telephones and/or in number of correctional facilities. The committee representing the OCIO and the NDCS maintains sole authority to increase or decrease the quantity of facilities, inmate telephones, equipment and service, at the Contractors expense. The contractor may also be required to provide outdoor telephone services, as the need arises.

Bidder must indicate their understanding and willingness to comply with the requirements of this RFP. In any case where the Bidder does not take written exception to a requirement it will be understood that the Bidder shall comply fully. In cases where the Bidder cannot comply with a requirement, the Bidder must state so immediately following the requirement in their proposal.

B. PROJECT ENVIRONMENT

The Nebraska Inmate Calling System presently consists of twelve (12) facilities located throughout the State. Below is a list of facilities and locations. Attachment I shows each facility and their minutes used in 2014.

LOCATION/SITE ID	ADDRESS
Nebraska State Penitentiary Site ID 1145 (NSP)	4201 South 14th Street Lincoln, Nebraska
Lincoln Correctional Center Site ID 1142 (LCC)	3216 West Van Dorn Lincoln, Nebraska
Diagnostic and Evaluation Center Site ID 1140 (D&E)	3220 West Van Dorn Lincoln, Nebraska

Community Correctional Center Lincoln Site ID 1137 (CCCL)	2720 West Van Dorn Lincoln, Nebraska
Omaha Correctional Center Site ID 1146 (OCC)	2323 Avenue "J" Omaha, Nebraska
Youth Rehab and Treatment Center Site ID 1150 (YRTC-G)	855 North 1st Street Geneva, Nebraska
Youth Rehab and Treatment Center Site ID 1152 (YRTC-K)	2802 30th Avenue Kearney, Nebraska
Community Correction Center Omaha Site ID 1148 (CCCO)	2320 Avenue "J" Omaha, Nebraska
NE Correctional Center for Women Site ID 1143 (NCCW)	1107 Recharge Road York, Nebraska
Work Ethic Camp Site ID 1149 (WEC)	2309 North Highway 83 McCook, Nebraska
Nebraska Correctional Youth Facility Site ID 1144 (NCYF)	2610 North 20th Street East Omaha, Nebraska
Tecumseh State Correctional Institution Site ID 2975 (TSCI)	2725 North Highway 50 Tecumseh, Nebraska
Correctional Services/Admin Site Id 1157 (CO)	801 W. Prospector Pl., #1 Lincoln, Nebraska
Correctional Services/Admin 2 Site ID 7917	801 W. Prospector Pl., #1 Lincoln, Nebraska

C. PROJECT REQUIREMENTS

Contractor must provide, install, and maintain at their expense all equipment, servers, workstations, telephones, telephone lines, cabling, recording equipment, and any other incidentals necessary to provide inmate calling services as proposed. The State of Nebraska will not be responsible for any costs associated with the implementation or ongoing maintenance of this service. Although some cabling may be available for contractor use, it will be the contractor's responsibility to maintain all cable associated with their system.

Contractor will be required to provide at least one (1) full time (40 hours per week) system administrator and one (1) full time (40 hours per week) technical support staff. Additional staff may be required by the contractor to fulfill the contractor's responsibilities. This administrator and technical support staff must be trained and equipped to perform all functions related to the day to day operation and maintenance of the inmate calling systems including, but not limited to: State personnel training, line testing, equipment testing, telephone replacement, telephone repair, database information collection, data input, report generation, recording system operation, and miscellaneous maintenance. These individuals will be employed by the contractor with a full time commitment to work on the State of Nebraska account only. System administrator and technical support staff will be provided workspace at the NDCS central administrators office located in Lincoln, NE and will be expected to work from that space. A relief staff will be provided in the event that the primary individual is absent.

NDCS shall retain final authority on all telephone/system placement and count. At any time the State may require the addition or removal of individual telephones, or complete systems, as the needs of the State dictate.

Contractor must be able to provide and install complete systems for State facilities that may open or allow for future expansion within ninety (90) days from written notification.

All system equipment and software will remain the property and responsibility of the contractor. All digital call recordings and call detail records will become the property of the NDCS. For a period of one (1) year following the end of the contract, the contractor will make available in a searchable and playable format.

Without question, the NDCS retains the right to suspend inmate calling indefinitely for security purposes. This suspension may occur at any level to include Statewide. Inmate calling will only be suspended when absolutely necessary, and will be restored as soon as possible.

The Contractor will be solely responsible for the ordering of, payment for, maintenance of, and troubleshooting on all local or interexchange telephone company lines or services necessary to provide inmate calling service. The contractor will be responsible for all telephone company coordination necessary to install, operate, and maintain their service. The contractor will be solely responsible for the integration and compatibility of the service with any and all circuits and facilities as may be provided by the local telephone company and/or carriers. The contractor will pay all invoices from any provider of ancillary or supporting service that is associated with the provision of those services in a timely manner.

The contractor will not be authorized to obligate State funds.

The NDCS or the OCIO will give all orders for installation, removal, or modification in writing. The contractor will not install, modify, remove, or make any changes to service without written approval.

D. BUSINESS REQUIREMENTS

1. Commissions

To keep inmate calling rates as low as possible, The State of Nebraska will not accept a commission from the Inmate Calling Services.

2. Rates

Per minute charges must be flat rate twenty-four (24) hours a day, seven (7) days a week. All connect/surcharge fees will be identified by type of call.

Rates must remain firm for the first five (5) years of the contract. Prices may be subject to change after the initial five (5) year period. All regulatory fees must be included in the rates, as no add-ons will be accepted. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska State Purchasing Bureau at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the State Purchasing Bureau and the NDCS Purchasing Division. State Purchasing Bureau reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as an amendment and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by both parties. Bidders must provide their proposed rates for all categories listed on the cost proposal sheet.

Failure to provide rates as outlined may be grounds for rejection of proposal.

Any and all charges billable to the inmates and their families must be detailed in the Bidder's cost proposal. Contractor may not assess any charges to any party in connection with this service that are not outlined in their proposal response.

3. Collect Billing

The Bidder must provide a list of Local Exchange Carriers (LEC), and Competitive Local Exchange Carriers (CLEC) names and Operating Company numbers for every LEC and CLEC at which the Bidder has an established collect billing arrangement. Collect calls to parties whose local telephone service is provided by a LEC or CLEC appearing on this list must not be blocked for any reason except in the event that the LEC or CLEC itself has placed a collect call restriction on that telephone line, or the line has been ported from a billable LEC to a CLEC. If collect calls are blocked due to LEC or CLEC restriction, the nature of this restriction must be presented to the NDCS/OCIO within twenty-four (24) hours of request.

The Bidder must detail how called parties are billed when they have either "collect calling blocks", or a line serviced by a LEC which the contractor does not have a direct collect billing agreement. If called party is required to contact the contractor in order to establish an account, provide the toll free number that is available for this purpose. This number must be answered within six (6) minutes.

If direct billing accounts must be established for called parties who cannot be billed directly from the local carrier, contractor may not ask called parties for any type of pre- payment or deposit at the time of account establishment. Calling from the inmate to these called party numbers must be available within twenty-four (24) hours of account establishment.

Due dates on all invoices must be no sooner than fifteen (15) days from invoice mailing. Contractor may not block calling to a direct billed number unless the account is thirty (30) days past due. Contractor may require a refundable deposit not to exceed $75.00 to restore calling for any account that has not been paid within thirty (30) days of bill due date.

Contractor will be required to certify to the State of Nebraska in writing, on a yearly basis that they have completed a self-audit of rates, and that called parties have been billed in accordance with the contract award rates. Contractor will be required to provide an electronic copy of ALL collect call detail files that are sent to local exchange carriers or third party billing companies to the State on at least a quarterly basis. This file must contain originating facility, called to number, date, time, and charge for each call detail record billed. Contractor will be required to provide a refund within sixty (60) days of request for any calls that are either billed in error, billed incorrectly, or do not appear on the monthly call detail file sent to the State. Rates may be audited periodically by the NDCS to ensure accuracy. Call detail records will be periodically checked against call records on the system itself. Call detail records must match system records. If discrepancies become excessive, the State may hire an independent party to perform complete monthly audits of call records until discrepancies are taken care of at the contractor's expense.

4. Debit Recharge

Dollar values to inmate accounts will be sold directly to inmates by facility staff. The State of Nebraska will compile a daily file on all sales and provide to the contractor (to be mutually agreed upon). Contractor must add dollar values to inmate accounts within eight (8) hours of receipt. The Contractor must explain their procedure for accounting of inmate debit balances. Contractor will bill according to the files received during a calendar month.

5. Debit Billing

The NDCS will not allow for plastic pre-paid calling cards and requires that all pre-paid time purchased by inmates at all facilities be added to their accounts in the time specified in Section III.D.4 Debit Recharge. Contractor shall invoice the NDCS on a monthly basis for the combined dollar values added to inmate accounts during the previous calendar month, less refunds made to released inmates. No fees shall be charged for accounts to be closed and inmates shall receive a full refund of unused funds. Billings should be sent in one of the following methods:

NDCS Accounts Payable
P. O. Box 94661
Lincoln, Nebraska 68509

Or via email to: DCS.AccountsPayable@nebraska.gov

The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to and from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to resolve this requirement are as follows:

a. Connect Direct software
b. SFTP server with public key authentication

The State will provide the contractor with a monthly file listing inmate released during the previous month. This file will be provided to the Contractor by the 5th of each month. Each inmate release file will include inmate name, inmate number, and release date. The contractor will be required to return that file by the 10th day of the same month and add the amount of funds remaining on each inmate's debit account so that refunds can be made to the inmate by the State . The total amount of refunds will be deducted from that month's payment to the contractor.

6. Prepay by Inmate Families

Contractors may require inmate families to Pre-pay for services if those families do not meet the Contractor's creditworthiness requirements for collect calling. When Pre-pay is required, the Contractor must be able to accept payment from inmate families using credit cards, debit cards, personal checks, and money orders. All monies paid to the contractor by inmate families will be credited to the families account and decremented at a rate equal to those in the bidder's cost proposal. Inmate family pre-pay accounts are considered "Debit" accounts and will be subject to the Debit calling rate. Contractors may charge a fee to cover the cost of accepting credit card payments from inmate families however, that fee may not exceed 5% of the total transaction. The contractor may not charge any additional processing fees when inmate families pay using methods other than credit/debit cards except for insufficient check fees. Bidders must outline their entire policy for Pre-pay in their bid proposal. Any setup fees will be identified within the proposal. All individuals utilizing a prepaid account will have name, address, and phone number in a

searchable/exportable database that is accessible to the NDCS. Contractor must provide details pertaining to the verification process that are completed to set up an account.

E. TECHNICAL REQUIREMENTS

1. General Calling Requirements

Nebraska inmates are allowed fifteen (15) cumulative minutes per day to place calls. The Contractor's system must be able to accumulate all daily call totals for each inmate and suspend calling once the cumulative fifteen (15) minute time limit has been reached. This includes any calls that may be in progress. Systems which are not able to limit calling for each inmate to fifteen (15) minutes per day will be rejected. It is preferred that the cumulative call limit be adjustable per phone number.

IInmates must place calls using a two (2) step verification process. The inmate's PIN must be used to identify each inmate account on the Contractor's system. The process must include the inmate PIN and voice recognition.

The system proposed must be capable of giving inmates the option of completing calls either on a debit account or prepaid account. It is preferred that a collect call option also be available.

Provide toll free services that allow inmates to access services that NDCS is obligated and/or elects to provide. Presently NDCS has identified two different services that are currently utilized.

The contractor must be able to identify inmate legal calls, which will not be recorded.

All calls must be branded in the following manner: "You have a call from (inmate first and last name) at (correctional facility name) in (city) Nebraska. Contractor must provide branding process for accepting, rejecting or blocking a call.

The Contractor's system must be able to record inmate telephone calls, and recordings must be easily accessible to NDCS/DHHS designated State personnel.

2. Account/PIN Administration Requirements

When inmate accounts are established, inmates will provide a list of up to thirty (30) telephone numbers. These numbers must be programmed into an inmate "allowed call list". Inmates will only be permitted to dial numbers that appear on their "allowed call list". Contractor may provide alternative options for establishing phone lists.

The Contractor will have the capability of identifying social and legal calls.

The contractor provided system administrator or technical support staff will be responsible for creating and maintaining inmate calling accounts. All accounts must be created within twenty-four (24) hours of receipt. The Contractor will utilize NDCS provided registration forms. Contractor may provide alternative options for phone number registry.

The bidderwill describe their process for the prerecorded announcement of the inmate's committed name or legal name change (first and last name) when creating account. System must not allow inmate to record his/her own name at any time. Both parties must be electronically blocked from hearing or communicating with the other party until the call is accepted. Inmate's voice will not be used during any announcement. Electronic security measures must prevent an inmate from interfering with or altering an announcement.

Staff members at each NDCS/YRTC facility must be trained to create and maintain inmate accounts in the event that system administrator or technical support staff is not available. Method of training should include user manual, instructor presentation, or PowerPoint presentation.

3. **Collect Calling Requirements**

The system must function as follows:

- **a.** Inmate goes off-hook, and is prompted to complete verification process. Preferably a two-step process.
- **b.** Inmate is then given an automated option to place a collect call or a debit call.
- **c.** Inmate selects option to place collect call.
- **d.** Inmate dials number.
- **e.** System validates dialed number against the inmates individual "allowed number list" or proposed system by contractor, and then places inmate on hold.
- **f.** System places call.
- **g.** When called party answers, system prompts called party to either accept or reject the call. The inmate and called party will not be able to hear one another until call is accepted.
- **h.** Either a call path is established, or inmate is notified that call was not completed, and the reason for unsuccessful completion.

4. **Debit Calling Requirements**

The system must function as follows:

- **a.** Inmate goes off-hook, and is prompted to complete verification process. Preferably a two-step process.
- **b.** Inmate is then given an automated option to place a collect call or a debit call.
- **c.** Inmate selects option to place a debit call.
- **d.** System plays the remaining dollar amount on card.
- **e.** Inmate dials number.
- **f.** System validates dialed number against the inmates individual "allowed number list" or proposed system by contractor, and then places inmate on hold.
- **g.** System places call.
- **h.** When called party answers, system prompts called party to either accept or reject the call. The inmate and called party will not be able to hear one another until call is accepted.
- **i.** Either a call path is established, or inmate is notified that call was not completed, and the reason for unsuccessful completion.

5. **Recording Requirements**

Inmate calls must be recorded, and easily accessible to authorized NDCS/YRTC State personnel. It is the responsibility of the contractor to maintain call recordings on a redundant system to be accessible 24 hours a day to authorized NDCS/YRTC State personnel.

The Contractor's system must be capable of locating call recordings by inmate name, inmate PIN, date, originating number, or called to number, name and/or address.

The Contractor will provide a system that allows NDCS staff to download to a variety of storage methods, to include CDs, DVDs, hard-drive, or email.

Each site must be capable of storing twelve (12) months of call recordings on the system hard drive or via means other than the system hard drive for immediate access. Fully hosted centralized platform will be allowed. Once call recordings become twelve (12) months old, the system must automatically download them to a permanent storage media maintained by contractor, and be available to NDCS within 72 hours upon written request. Recordings are the property of the State of Nebraska.

The contractor provided system administrator needs the ability to monitor inmate calls for troubleshooting purposes.

6. **System Security Requirements**

Call forwarding and 3-way calls are a concern for NDCS/YRTC. Contractor's system must be able to identify call forwarding and three-way calls, and have the capability of real time notification including the method of notification

The State reserves the right to shut down inmate telephones and/or limit inmate access to telephone calls in any or all areas of a particular facility as needed. Explain how this function can be managed with your system.

Inmate telephones must be restricted from out-pulsing any dual-tone multi frequency (DTMF) digits once the call has been connected.

Contractor must provide the proposed system with audit software that keeps track of access to system, i.e. time and date of all network logins, time spent logged in, changes made while logged in, calls monitored by user, etc. This access information will only be available to the NDCS Intel Coordinator or others as approved by the NDCS Intel Coordinator. Explain how your system accomplishes this.

The Contractor's system must have a real time "Call Alert" feature. This feature will alert staff that a designated inmate is making a call, or that an inmate is placing a call to a designated telephone number. Explain methods for real time notification, NDCS prefers email alerts, or phone call alerts.

System security should be available at varied levels of system access. Explain how your system restricts access to particular features or programs based on NDCS/YRTC user login. Contractor should identify various inmate data sets which may be restricted by user level.

Cellular and IP telephones present a security concern and need to be identified. The bidder must state in their RFP response, how their system will identify calls placed to cellular and IP phones, flag all call detail and recordings on said phones, and have the capability of real time notification including the method of notification.

Bidder must identify their capability to provide technology allowing the facility to terminate the cell signal when signal is within a specified distance from the facility, and alert NDCS/YRTC staff.

System must have the capability to provide detailed reports as defined by the NDCS/YRTC, to include but not be limited to:

a. Number of calls completed by institution
b. Number of calls to a specific number
c. Number of calls by a specific inmate
d. Number of terminated calls, including detailed reasons
e. Number of calls per gallery
f. Number of calls monitored by NDCS staff and institution, etc.

The option for the NDCS/YRTC to utilize voice to text translation and voice recognition with specific word or phrase search capabilities.

7. **NITC (Nebraska Information Technology Commission) Requirements**

All equipment used must comply with Nebraska Information Technology Commission (NITC) and Nebraska Office of the Chief Information Officer Standards and Guidelines. The Standards and Guidelines are available at http://www.nitc.ne.gov/standards/. Specific standards include:

a. 8-101 – Information Security Standard
b. 8-102 – Data Security Standard
c. 8-301 – Password Standard
d. 8-303 – Remote Access Standard
e. 8-304 – Remote Administration of Internal Devices Standard

All NDCS Computing resources must comply with AR 104.06 – Computer and Telephone Equipment Usage.

8. **Network and Cabling Requirements**

a. WAN/Internet Service - DCS/OCIO will provide a basic VPN connection for remote system maintenance (see Remote Access section below). If the project requires a connection to the Internet beyond the remote support VPN, the contractor will need to establish their own contract with an Internet Service Provider (ISP) for service while following NDCS/OCIO guidelines for

circuit equipment location. The contractor must provide their own Uninterrupted Power Supply (UPS) power for such equipment. There are physical limitations to installing new service at some facilities so the project manager will need to coordinate with the NDCS Engineering Department if construction is required. The Engineering Department will review property ownership and liability issues and must review the contract made between the contractor and their ISP who will provide service on NDCS property.

b. Cabling. The contractor will provide at a minimum:

- **i.** Network horizontal cabling from contractor's equipment to NDCS network. The current standard for NDCS is blue Category 6 cable and plenum cable where necessary to meet fire and safety codes. Rack mounted patch panels are generally preferred over wall mount blocks.
- **ii.** The NDCS IT Manager must approve all network cabling design prior to installation to ensure industry and facility standards and codes are followed. After the contract is awarded the contractor will perform a site survey to determine where all new equipment will be installed and how to route cabling to the nearest existing telecommunications room. The contractor will communicate with facility maintenance departments for installation of all conduit for all cabling.
- **iii.** Wireless connectivity (such as 802.11) should be avoided if practical in these correctional services environments. Physical hard-wired cabling should be used instead to limit introduction of new security and operational problems in correctional services environments. If wireless is necessary and agreed upon by DCS, the installation methods and equipment must be approved by the NE OCIO.

c. Contractor will provide the following information before installation begins:

- **i.** Network diagrams or schematics that show logical or physical connectivity of system to include network infrastructure and server placement.
- **ii.** Switch port requirements – speed and duplex
- **iii.** Firewall rule sets and other special network requirements
- **iv.** Other LAN and WAN requirements – bandwidth or protocols

9. Client-Server Requirements

a. The contractor must identify if software will be installed on existing State workstations or if the contractor will be supplying new workstations. The contractor will need to identify if their application is web-based or a separate Windows-based application.

b. As of this time, any new software installed on State workstations will need to be compatible with Windows 7 64 bit and Internet Explorer 10. If special client configurations or plugins are required, the contractor must specify.

c. If new servers are required for the project, the physical location for those servers must be identified. If a server is serving multiple sites, it is recommended to place a Virtual Server(s) at the State of Nebraska Data Center for Enterprise Services. If a server is placed at each site, it will need to be a 19" rack mount server (as opposed to a desktop computer or tower) and it will need a proper housing such as a rack in a communications room that has proper environmental controls, power, and cooling. The contractor must ask the questions during the site surveys about if they can put their servers in existing racks or if they need to provide new racks or cabinets.

d. Servers outside State Network/DMZ. If the application software is accessible outside the State network (from home for example), the contractor will need to demonstrate how their application meets encryption and security standards such as SSL, TLS, or VPN requirements. The accessibility should be negotiated closely with DCS to prevent unauthorized access to data. All web browser data should be passed through protocols using HTTPS instead of plain text HTTP.

e. If servers will not be on State premises the contractor must demonstrate methods for data security, backups, and disaster recovery planning to meet DCS operational standards.

10. Remote Access (VPN) for System Support and Maintenance

a. NDCS will provide the contractor with a maximum of three individual VPN accounts upon request. The VPN system for the State of Nebraska is provided by the Nebraska OCIO.

b. The contractor notifies the NDCS project manager about the need for remote access. NDCS will give the OCIO VPN form to the contractor and they will return one form for each person who needs access. The form will be signed by the NDCS project manager for authorization, and then the form will be given to NDCS IT to review network policies. IT will submit the request to OCIO and when the account is ready, IT will send connection instructions to the contractor directly.

11. Network Requirements

The type of data network used will be the responsibility of the contractor, however all site information to include recording and monitoring must be made available to the central administration workstations on a "real time" basis.

The type of voice network used will be the responsibility of the contractor. A Voice over Internet Protocol (VoIP) solution will be permitted, however the contractor must provide some type of redundancy so that facilities are never isolated from electronic monitoring from the Central administration site.

All data and telephone network used by the contractor provided system must be installed, maintained, and paid for by the contractor. At no time will the contractor be permitted to use State resources.
All inmate telephones must be capable of functioning simultaneously. This will require a 1:1 ratio of telephones to outside lines.

12. Telephone Equipment Requirements

All inmate telephones will be provided by contractors and must be heavy-duty wall mount phones to include:

a. Hearing aid compatibility
b. DTMF signaling
c. Fully FCC and U.L. approved
d. ADA compliant and compatible with TDD devices
e. Armored cords
f. Volume control

Telephone types and counts for each facility can be found in Attachment I.

Contractor must provide a portable telephone at each facility for use in segregation units and skilled nursing facility as indicated in Attachment 1.

Contractor will also provide cordless capability where identified.

Contractor must provide one (1) TDD unit at each facility location as indicated in Attachment 1. Additional TDD units shall be provided as requested by NDCS. Digital monitoring capabilities must be available for TDD units.

With the exception of cordless handsets, inmate telephones must be line powered.

Telephones placed in State facilities must utilize sturdy, high security construction, and have armored handset cords. Contractor shall provide spare telephone sets onsite at each location as indicated in Attachment 1. Contractor should provide as an attachment a photo and specifications of the telephone sets proposed.

13. System Requirements

The Bidder's system must allow for programming of time frames when calls may or may not be placed. These calling windows must be programmable on a site-by-site basis.

The Bidder's system must have the ability to block telephone numbers on a global basis. The NDCS maintains a list of telephone numbers that must be blocked from access by the entire system.

For the purpose of billing, and decrementing the inmate account, call timers may not begin until the inmate has an actual talk path established with the called party, and must end when one or both of the parties goes back on-hook.

The Bidder's system must be capable of storing all call detail records. System must be capable of producing real-time custom calling reports for investigative or auditing purposes. The following data elements must be available to query; PIN, called number, date, originating telephone set, time, originating number, terminating number, name and address, call duration, and call types. NDCS/YRTC prefers these data elements come from pre-paid calling, debit calling, and collect calling.

The Bidder's system must restrict incoming calls, with the exception of emergency situation(s) as defined by NDCS. This feature must be available on all inmate telephone sets.

The Bidder's system must be capable of processing calls and making announcements in both English and Spanish. The ability to add additional languages must be available. System announcement capabilities

must be programmable, and the NDCS will approve all automated language prior to being put into production.
The Bidder's system must be capable of playing periodic voice overlays announcing that the current call is being placed from the (name, city, and state of the corrections facility). These announcements must be played at random intervals, no more than twice per fifteen (15) min call, and must be audible to the called party. Inmate voice must be muted during the playing of these announcements.

The Bidder system must allow for calling restrictions or suspensions at the individual account level. Individual inmate accounts must reside in the database for each facility Statewide. This will permit an inmate to be transferred from one facility to another without the need for establishing a new account.

Calling and time restrictions must be established at the facility level, and will vary from facility to facility depending on needs. The contractor must provide a system that allows designating inmates to place calls to a specified number and duration, above and beyond the standard duration of time.

The proposed system including monitoring and recording equipment must be expandable with software upgrades as they become available and are approved by the State. These upgrades must be performed at no cost to the State, at a mutually agreeable timeframe.

The Bidder system must allow the person accepting a collect call to inquire about the charge for a call prior to accepting it. Explain how the bidder's proposed system meets this requirement.

All data for each NDCS facility to include call detail records, call recordings, and platform operating system must be backed up daily. Backups whether on tape or hard drive media must be maintained in such a manner that they can be used to restore 100% operation to a site regardless of outage cause within 24 hours. Outages that are a result of corrupt or missing data must not last more than 24 hours. Processes for system backup, redundancy, and recovery must be outlined in the bidder's response.

14. Live Monitoring Requirements

The Contractor's system must allow for live monitoring of calls in progress from individual workstations. Staff must be able to monitor multiple calls simultaneously. The Contractor's system must be able to show all active calls on a single screen, and staff must be able to move from one call to another quickly. Moving from one call to another must take no more than five (5) seconds. Live monitoring calls shall have the capability to be forwarded to designated NDCS/YRTC phone numbers.

15. Service Level Requirements

The following service levels will be met by the Contractor. The Contractor will not substitute or deviate from these service levels.

a. **CRITICAL:** Any outage where more than 30% of the assigned system extensions OR 30% of the assigned extensions to any particular building OR 30% of the system trunks are not operational for any reason. Contractor must respond to critical service level issues within one (1) hour. This may include remote dial in, or dispatch. Contractor must make every possible attempt to restore service within four (4) hours. With the exception of LEC service issues, critical service level outages must be resolved, or alternative means of communications established within eight (8) hours. Contractor must provide a detailed report to the NDCS Intel Coordinator within 48 hours of any critical outage. This report must outline the following:

- **i.** Time, date, and cause of outage
- **ii.** Time and date of first contractor response
- **iii.** Chronological list of actions taken to restore service
- **iv.** Name and contact number of person reporting outage

b. **MAJOR:** Any outage where more than 10% of the assigned system extensions OR 10% of the assigned extensions to any particular building OR 10% of the system trunks are not operational for any reason. Any instance where 10% or more of telephone calls are dropped or have static. Contractor must respond to major service level issues within three (3) hours. This may include remote dial in, or dispatch. Contractor must make every possible attempt to restore service within ten (10) hours. With the exception of LEC service issues, major service level outages must be resolved, or alternative means of communications established within 16 hours. If a major outage is reported after business hours, it will be the contractor's responsibility to inform the caller that a charge may be incurred, and to offer the option to have the outage responded to on the next business day. If the caller chooses to wait until the next business day, the "clock" for response and resolution times will begin at 8:00 AM on that day. If the caller still requests after hours

dispatch, the contractor may proceed with written authorization from the caller. An e-mail from a State Government e-mail address will be acceptable. All State e-mail addresses end with (Nebraska.gov) Contractor must provide a detailed report to the NDCS Intel Coordinator within seven (7) days of any major outage. This report must outline the following:

i. Time, date, and cause of outage
ii. Time and date of first contractor response
iii. Chronological list of actions taken to restore service
iv. The name and contact number of person reporting trouble

c. **MINOR:** A case where any assigned extensions, trunks, or system features are not operational, or are not functioning properly for any reason. Any instance where telephone calls are either dropped or have static. Incidents where features or functions of the telephone sets are not operating properly. Contractor must respond to minor service level issues within ten (10) hours. This may include remote dial in, or dispatch. Contractor must make every possible attempt to restore service within 24 hours. With the exception of LEC service issues, minor service level outages must be resolved, or alternative means of communications established within 36 hours. If a minor outage is reported after business hours it must not be handled by the contractor until the next business day. The "clock" for response and resolution times will begin at 8:00 AM on that day. Contractor must provide a detailed report to the NDCS Intel Coordinator within 30 days of any minor outage. This report must outline the following:

i. Time, date, and cause of outage
ii. Time and date of first contractor response
iii. List of actions taken to restore service
iv. The name and contact number of the person reporting trouble

F. PERFORM IMPLEMENTATION

1. Initial System Implementation and Installation

Contractor will be responsible for the creation of all existing accounts. Inmate account information can be provided to the contractor in an electronic format.

The contractor must designate a limited number of personnel, including the site administrator to participate in the system installation at State facilities. Contractors must pass a standard NDCS background check. They will also be prohibited from forming personal relationships of any kind with inmates, their friends, or their families.

The Bidder must provide a detailed plan for installation, test, and turn-up to the State. Cut-over of any individual facility shall not occur without prior approval of NDCS. Any changes in schedule must be approved by the State. Digital circuit and/or telephone line information must also be provided to include circuit ID numbers along with due dates.

G. PROVIDE POST IMPLEMENTATION SUPPORT

1. Customer Service Requirements

Contractor must provide 24 X 7 customer service, including holidays, to the State of Nebraska for the purpose of resolving problems with system hardware, software, calling functionality, recording functionality, and monitoring functionality.

Contractor must provide a dedicated contact to resolve all issues surrounding "Debit" transactions and accounting. The contractor must provide a trouble ticket system where each debit transaction issue is documented. The contractor must acknowledge receipt of each trouble ticket and respond to the State in writing on each resolution. All trouble ticket information and trending will be made available to the State upon request.

Contractor must assign a dedicated account representative other than the system administrator to the State of Nebraska account.

Contractor must be willing to replace, either, the system administrator, support technician, or account representative at the State's request. The State will only make this request if attempts at corrective action have not resulted in the State's satisfaction.

Contractor must provide usage reports or other statistical information associated with the contract as requested by the State within 5 business days of a written request.

2. **System Alarm Monitoring and Reporting**

It is expected that the contractor monitor all equipment including LEC access lines on a continuous 24 X 7 basis including holidays. Any problems that effect system functionality in any way must be reported to the State immediately. A contact list will be given upon contract award.

Contractor must provide a toll free number that will be answered by a live person. This number must be staffed 24 X 7 including holidays.

3. **Trouble Reporting**

Contractor must provide a detailed description of their escalation procedures. Upon award Contractor must provide a service escalation list to include names, office, cellular, and pager numbers.

Contractor must provide an automated trouble reporting system. Contractor must provide a 24-hour toll free number for reporting troubles.

H. DELIVERABLES

1. **Installation Period**

Installation at each facility must be completed and all Inmate calling service available no later than 8:00 AM Central Standard Time on September 26, 2016

It will be the contractor's responsibility to keep the State informed of all timelines and work progress.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

Further, Section III. Terms and Conditions must be returned with the proposal response.

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past two (2) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:

- **a)** The time period of the project;
- **b)** The scheduled and actual completion dates;
- **c)** The Contractor's responsibilities;
- **d)** For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- **e)** Each project description shall identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Contractor and Subcontractor(s) experience must be listed separately. Narrative descriptions submitted for Subcontractors must be specifically identified as Subcontractor projects.

iii. If the work was performed as a Subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to Subcontract any part of its performance hereunder, the bidder must provide:

- **i.** name, address, and telephone number of the Subcontractor(s);
- **ii.** specific tasks for each Subcontractor(s);
- **iii.** percentage of performance hours intended for each Subcontract; and
- **iv.** total percentage of Subcontractor(s) performance hours.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

- **a.** Understanding of the project requirements;
- **b.** Proposed development approach;
- **c.** Technical considerations;
- **d.** Detailed project work plan; and
- **e.** Deliverables and due dates.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

2. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Form A
Bidder Contact Sheet
Request for Proposal Number 5289Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Form B

Notification of Intent to Attend Pre-Proposal Conference and Site Visits

Request for Proposal Number 5289Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

Important Notice: All bidders are required to attend the Mandatory Pre-proposal Conference and Site Visits, per the Schedule of Events, in order to submit a proposal. Bidders who attended the Site Visits in response to 5094Z1 are not required to attend the site visits for 5289Z1, but must still attend the Pre-proposal conference on Day 1, per the schedule of events.

Form C NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES SUPPLEMENTAL CONTRACT INFORMATION

The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best business practices.

Please complete the questions below and submit with your bid documents. Responding "yes" to any question will not disqualify you from consideration, but may necessitate a follow-up information request.

Company Name: _____

PO Box Address: _____

Physical Address: _____

City/State/Zip: _____

Phone Number: _____

Name/Title of Contact: _____

		YES	NO
1.	To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services?		
	If yes, who?		
2.	Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS?		
	If yes, who, how long, and in what capacity?		
3.	Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company?		
	If yes, who and what position?		
4.	Incorporated companies, please provide the following information: Name of Corporate Entity: _____ Principle Office Address: _____ Registered Agent and Office Address: _____		
5.	Non-Incorporated Companies please provide the following information: Owner: _____		

By my signature below, I attest that neither I, nor my company, nor any primary officer or employee in my company has a known conflict of interest with the Nebraska Department of Correctional Services.

_____

Company President Signature Date

Attachment One
Request for Proposal Number 5289Z1

Quantity of phones required per facility

Site Name	Qty of Wall phones	Qty of Rollcarts with phones	Qty of TDD phones	Qty of cordless phones	Qty of spare phones
NE-DOC-Comm Corrections Center/Lincoln	20				
NE-DOC-Correctional Center for Women	18	2			
NE-DOC-Correctional Youth Facility	13	2			1
NE-DOC-Diagnostic and Evaluation Center	28	1	1	1	
NE-DOC-Lincoln Correctional Center	18	1		2	
NE-DOC-Nebraska State Penitentiary	80	6	1	3	
NE-DOC-Omaha Correctional Center	32	1	1		
NE-DOC-Comm Corrections Center/Omaha	7				
NE-DOC-Tecumseh State Correctional	94	12	1	1	
NE-DOC-Work Ethic Camp/McCook	10				
NE-DHHS-Youth Rehab and Treatment/Geneva	11				
NE-DHHS-Youth Rehab and Treatment/Kearney	12				

Population per facility as of March 2, 2016

CCCL	NCCW	NCYF	DEC	LCC	NSP	OCC	CCCO	TSCI	WEC	YRTC-GENEVA	YRTC-KEARNEY
385	341	67	404	509	1349	745	169	1046	181	50	104

2015 Calls per Site
Number of Calls and Minutes

January – June 2015

	CCCL	NCCW	NCYF	DEC	LCC	NSP	OCC	CCCO	TSCI	WEC	YRTC-GENEVA	YRTC-KEARNEY
Collect Calls	2273	3169	734	3477	2741	10967	4645	2054	8437	1055	149	105
Courtesy Calls	373	596	178	2007	323	976	785	176	646	304	57	91
Debit Calls	21454	18520	7547	24302	18370	71259	47750	12998	41518	11226	1430	2519
Free Calls	166	791	2	343	671	1673	876	60	1118	44	2	6
Prepaid Calls	22716	20161	3106	31787	31637	57200	39093	6979	19369	11856	1645	740
Collect Minutes	22292	26859	8051	30758	298	117250	45708	14587	93275	11326	890	917
Courtesy Minutes	353	565	156	1921	298	903	723	159	592	284	52	82

Debit Minutes	187594	158780	61982	217488	206109	736123	471848	100291	459512	107457	12320	18226
Free Minutes	536	2768	3	1097	2069	5298	2550	142	3820	111	1	2
Prepaid Minutes	189991	164799	27063	284997	94401	539070	350030	47447	205917	112693	10523	3818

July-December 2015

	CCCL	NCCW	NCYF	DEC	LCC	NSP	OCC	CCCO	TSCI	WEC	YRTC-GENEVA	YRTC-KEARNEY
Collect Calls	1986	3107	685	2423	2962	9558	5484	2071	7606	1370	89	53
Courtesy Calls	337	620	155	1952	325	1139	897	151	799	327	37	93
Debit Calls	21841	18151	7085	19437	19401	72174	47489	13578	43512	12454	3117	2195
Free Calls	119	912	5	240	625	1462	852	63	1409	147	1	3
Prepaid Calls	21015	21514	2812	28763	9908	59480	42993	7128	22862	14137	203	1155
Collect Minutes	20103	27781	6767	19571	34298	106768	49138	16257	86065	11639	543	370
Courtesy Minutes	308	586	132	1860	298	1055	846	138	739	308	33	84
Debit Minutes	198188	153264	60897	174179	214751	750533	467272	106918	510556	115391	30149	15061
Free Minutes	343	3066	4	968	1709	4654	2777	263	4369	357	0	0
Prepaid Minutes	180651	174936	25275	264431	108816	560465	393766	50929	264058	128136	203	5112

ATTACHMENT 1a

	CCCL	NCCW	NCYF	DEC	LCC	NSP	OCC	CCCO	TSCI	WEC	YRTC-GENEVA	YRTC-KEARNEY
Collect Calls	1211	1492	455	1363	1785	4479	2535	659	5401	572	31	37
Courtesy Calls	189	439	119	1240	241	785	510	87	673	189	19	72
Debit Calls	10963	10365	4195	9531	9613	37575	24906	7643	23485	5287	1377	1430
Free Calls	47	473	28	84	385	711	289	28	68305	39	0	0
Prepaid Calls	10997	11013	1316	14759	5578	30708	22783	4813	17554	7443	60	547
Collect Minutes	11149	12275	3916	11035	18744	43775	20267	5576	51754	5391	216	164
Courtesy Minutes	170	414	97	1186	222	728	477	79	630	177	16	66
Debit Minutes	104022	85732	33712	81518	106823	394668	236215	57022	264139	49379	13294	9405
Free Minutes	142	1850	86	398	791	2764	871	163	58	147	0	0
Prepaid Minutes	93704	89531	10454	128978	61827	292417	204373	34224	189855	67466	467	2597

January – March 2016

Attachment Two

Cost Sheet

Request for Proposal Number 5289Z1

FIRM:_____

Debit Calling	Per Minute Rate
-Local	
-Intralata	
-Interlata/Intrastate	
-Interstate	

Pre-Pay	Per Minute Rate
-Local	
-Intralata	
-Interlata/Intrastate	
-Interstate	

Pre-Pay Account Fees	One-Time Fee
-Establish Account Setup Fee	

Optional

Collect Calling	Per Minute Rate
-Local	
-Intralata	
-Interlata/Intrastate	
-Interstate	
-International (provide rates below for each country where collect calling is available)	

Debit Calling	Per Minute Rate
-International (provide rates below for each country where calling is available)	

REVISED
Attachment Two
Cost Sheet
Request for Proposal Number 5289Z1

FIRM:_____

Applicable taxes and regulatory fees, per FCC rules, shall be passed through by the provider to the consumer directly with no markup, and must ***not*** be included in the Per Minute Rate.

Debit Calling	Per Minute Rate
-Local	
-Intralata	
-Interlata/Intrastate	
-Interstate	

Pre-Pay	Per Minute Rate
-Local	
-Intralata	
-Interlata/Intrastate	
-Interstate	

Pre-Pay Account Fees	One-Time Fee
-Establish Account Setup Fee	

Optional

Collect Calling	Per Minute Rate
-Local	
-Intralata	
-Interlata/Intrastate	
-Interstate	
-International (provide rates below for each country where collect calling is available)	

Debit Calling	Per Minute Rate
-International (provide rates below for each country where calling is available)	

Miscellaneous Products or Services, Description	Per Minute Rate

SECOND REVISION
Attachment Two
Cost Sheet
Request for Proposal Number 5289Z1

FIRM:_____

Applicable taxes and regulatory fees, per FCC rules, shall be passed through by the provider to the consumer directly with no markup, and must ***not*** be included in the Per Minute Rate.

Debit Calling	Per Minute Rate
-Local	
-Intralata	
-Interlata/Intrastate	
-Interstate	

Pre-Pay	Per Minute Rate
-Local	
-Intralata	
-Interlata/Intrastate	
-Interstate	

Pre-Pay Account Fees	One-Time Fee
-Establish Account Setup Fee	

Optional (add rows as necessary)

Collect Calling	Per Minute Rate
-Local	
-Intralata	
-Interlata/Intrastate	
-Interstate	
-International (provide rates below for each country where collect calling is available)	

Debit Calling	Per Minute Rate
-International (provide rates below for each country where calling is available)	

Miscellaneous Products or Services, Description	Cost & Unit of Measure

NEBRASKA
AdministrativeServices

Byron L. Diamond
Director

Pete Ricketts, Governor

ADDENDUM ONE
REVISED EVALUATION CRITERIA

Date: April 12, 2016

To: All Bidders

From: Robert Thompson/Nancy Storant, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal 5289Z1
to be opened June 1, 2016 at 2:00 p.m. Central

The Evaluation Criteria has been revised and posted to the website.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal

Materiel Division • Bo Botelho, Materiel Administrator

Administrative Services • 1526 K Street, Suite 130 • Lincoln, Nebraska 68508 • Phone: 402-471-6500 • Fax: 402-471-2089

REVISED EVALUATION CRITERIA

RFP NUMBER 5289Z1, Inmate Calling Service
Opening Date: June 1, 2016 at 2:00 PM Central Time

Mandatory Requirements

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Contractual Services form, signed in ink;
2. Corporate Overview;
3. Completed Section III
4. Technical Approach; and
5. Cost Proposal.

Evaluation Criteria

All responses to this Request for Proposal, which fulfill all mandatory requirements, will be evaluated. Each category will have a maximum possible point potential. Areas that will be addressed and scored during the evaluation include

Evaluation Criteria	Possible Points
Part 1 — Corporate Overview	100
Part 2 — Technical Approach	325
Part 3 — Cost Proposal Points	300
Total Points without Oral Interviews	725
Oral Interviews, (if required)	150
Total Points with Oral Interviews	875

Part 4 – Cost Proposal Points

Cost points should be calculated as follows:

1. Establish lowest cost submitted – lowest cost submitted receives the maximum points.
2. To assign points to all others, the following formula should be followed:
   Lowest Cost Submitted ÷ Cost Submitted x Maximum Possible Cost Points = Cost Points to Award (see samples below)

	Formula	Sample	Sample	Sample
	Lowest Cost Submitted	$100,000	$100,000	$100,000
÷	Cost Submitted	$100,000	$200,000	$150,000
x	Maximum Possible Cost Points	300	300	300
=	Points To Award	300.0	150.0	200.0

Cost Evaluation will be based on the following quantities.

Description	Quantity for Evaluation		Description	Quantity for Evaluation
	Debit Calling	Pre-Pay Calling		Pre-Pay Account Fees
Local	553515.9	418866.2	Establish Account Setup Fee	2100
Intralata	3874611.3	2932063.4		
Interlata/Intrastate	553515.9	418866.2		
Interstate	553515.9	418866.2		

Quantities shown are for evaluation purposes only and are not to be construed as a minimum or maximum amount.

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

State of Nebraska
Mandatory Pre-Proposal Meeting
Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: May 2, 2016, 9:30am Central Time
NDCS Correctional Services/Admin
801 W Prospector Pl., #1, Lincoln, NE

Project: 5289 Z1; Inmate Calling Services

Please Print Legibly

	Name*	Company/Firm Representing*	Complete Address (Street, City, State, Zip) *	Phone* / Fax	E-mail Address
1	STEVE CADWELL	SECURUS	14651 DALLAS PKWY DALLAS, TX	805-814-1484	
2	MIKE APPLEGATE	ENCARTELE	8210 ~~109~~ - S 109th LAVISTA NE	402-910-2741 / 888-231-3393	
3	Isac Galvan	Encartele	8210 S. 109th La Vista NE	402.618.7916 / 210.870.8365	isac.galvan@encartele.net
4	DEIDRE JAY	LEGACY INMATE COM	10833 Valley View St. Cypress, CA	831.359.1320 / 800.700.1116	DJay@legacyinmate.com
5	BOB PARNELL	GTL	1307 BERRYS RUN MARION IA	319 360 3999	BOB PARNELL @ GTL.NET.
6	Jeff Sargent	CenturyLink	600 New Century Pkwy New Century, KS 66031	913-593-4203 / 913-791-7371	jeffrey.d.sargent@centurylink.com
7	Tim Haus	Telmate	655 Montgomery St San Francisco	541-709-6346 / 541-889-9620	haus@telmate.com
8					
9					
10					

*Required information for purposes of Registration

Revised 04/8/12

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

State of Nebraska
Mandatory Pre-Proposal Meeting
Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: May 2, 2016, TBD Central Time
NDCS Community Corrections Center/Lincoln
2720 West Van Dorn, Lincoln, NE

Project: 5289 Z1; Inmate Calling Services

Please Print Legibly

	Name*	Company/Firm Representing*	Complete Address (Street, City, State, Zip)	Phone / Fax	E-mail Address
1	STEVE CADWELL	SECURUS	14651 DALLAS PKW. DALLAS, TX	805-814-1484	SC
2	DEIDRE Jay	Legacy inmate Com			
3	Mike Applegate	Encartele			
4	Isac Galvan	Encartele			
5	Tim Haus	Telmate			
6	BOB PARNELL	GTL.			
7					
8					
9					
10					

*Required information for purposes of Registration

Revised 04/8/12

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

State of Nebraska
Mandatory Pre-Proposal Meeting
Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: May 2, 2016, TBD Central Time
NDCS Lincoln Correctional Center
3216 West Van Dorn, Lincoln, NE

Project: 5289 Z1; Inmate Calling Services

Please Print Legibly

	Name*	Company/Firm Representing*	Complete Address (Street, City, State, Zip)	Phone / Fax	E-mail Address
1	J. CADWELL	SECURUS TECH			
2	Deidre Jay	Legacy Inmat			
3	Mike Applegate	ENCARTELE			
4	Isac Galvan	Encartele			
5	Tim Haus	Telmate			
6	BOB PARNELL	GTL			
7					
8					
9					
10					

*Required information for purposes of Registration

Revised 04/8/12

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

State of Nebraska
Mandatory Pre-Proposal Meeting
Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: May 2, 2016, TBD Central Time
NDCS Diagnostic and Evaluation Center
3220 West Van Dorn, Lincoln, NE

Project: 5289 Z1; Inmate Calling Services

Please Print Legibly

	Name*	Company/Firm Representing*	Complete Address (Street, City, State, Zip)	Phone / Fax	E-mail Address
1	STEVE CADWELL	SECURUS TECH			
2	DEIDRE Jay	Legacy Inmate			
3	BOB PARNELL	GTC			
4	Tim HANS	Telmate			
5	MIKE Applegate	ENCARTELE			
6	Isac Galvan	Encartele			
7					
8					
9					
10					

*Required information for purposes of Registration

Revised 04/8/12

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

State of Nebraska
Mandatory Pre-Proposal Meeting
Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: May 2, 2016, TBD Central Time
NDCS Nebraska State Penitentiary
4201 S 14th Street, Lincoln, NE

Project: 5289 Z1; Inmate Calling Services

Please Print Legibly

	Name*	Company/Firm Representing*	Complete Address (Street, City, State, Zip)	Phone / Fax	E-mail Address
1	Steve Crowell	Securus Tech			
2	Deidre Jay	Legacy Inmate			
3	BOB PARNELL	GTL			
4	Mike Applegate	Encartele			
5	Isac Galvan	Encartele			
6	Tim Harris	telmate			
7					
8					
9					
10					

*Required information for purposes of Registration

Revised 04/8/12

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

State of Nebraska
Mandatory Pre-Proposal Meeting
Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: May 3, 2016, 9:30am Central Time
NDCS Correctional Center for Women
1107 Recharge Rd, York, NE

Project: 5289 Z1; Inmate Calling Services

Please Print Legibly

	Name*	Company/Firm Representing*	Complete Address (Street, City, State, Zip)	Phone / Fax	E-mail Address
1	Tim Haus	Telmate			
2	BOB PARNELL	GTL			
3	Isac Galvan	Encartele			
4	MIKE APPLEGATE	Encartele			
5					
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*Required information for purposes of Registration

Revised 04/8/12

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

State of Nebraska
Mandatory Pre-Proposal Meeting
Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: May 3, 2016, TBD, Central Time
NE-DHHS-Youth Rehab and Treatment
855 North 1st Street, Geneva, NE

Project: 5289 Z1; Inmate Calling Services

Please Print Legibly

	Name*	Company/Firm Representing*	Complete Address (Street, City, State, Zip)	Phone / Fax	E-mail Address
1	BOB PARNELL	GTL.			
2	MIKE APPLEGATE	ENCARTELE			
3	ISAC GALVAN	ENCARTELE			
4	Tim Haus	Telmate			
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*Required information for purposes of Registration

Revised 04/8/12

Registration Advisement:
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State of Nebraska
Mandatory Pre-Proposal Meeting
Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: **May 4, 2016, 9:30am Central Time**
NE-DHHS Youth Rehab and Treatment
2802 30th Avenue, Kearney, NE

Project: **5289 Z1; Inmate Calling Services**

Please Print Legibly

	Name*	Company/Firm Representing*	Complete Address (Street, City, State, Zip)	Phone / Fax	E-mail Address
1	BOB PARNELL	GTL			
2	Tim Haus	Telmate			
3	Mike Applegate	Encartele			
4	Isac GALVAN	Encartele			
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*Required information for purposes of Registration

Revised 04/8/12

istration Advisement:
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State of . braska
Mandatory Pre-Proposal Meeting
Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: May 4, 2016, TBD Central Time
NDCS Work Ethic Camp
2309 North Highway 83, McCook, NE

Project: 5289 Z1; Inmate Calling Services

Please Print Legibly

	Name*	Company/Firm Representing*	Complete Address (Street, City, State, Zip)	Phone / Fax	E-mail Address
1	Mike Applegate	Encartele			
2	Isac Galvan	Encartele			
3	Tim Haus	Telmate			
4	BOB PARNELL	GTL.			
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*Required information for purposes of Registration

Revised 04/8/12

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

State of Nebraska
Mandatory Pre-Proposal Meeting
Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: May 5, 2016, 9:30am Central Time
NDCS Tecumseh State Correctional
2725 North Highway 50, Tecumseh, NE

Project: 5289 Z1; Inmate Calling Services

Please Print Legibly

	Name*	Company/Firm Representing*	Complete Address (Street, City, State, Zip)	Phone / Fax	E-mail Address
1	Tim Haus	Telmate			
2	Mike Applegate	Encartele			
3	Isac Galvan	Encartele			
4	Bob Parnell	GTL			
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*Required information for purposes of Registration

Revised 04/8/12

istration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

State of . braska
Mandatory Pre-Proposal Meeting
Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: May 5, 2016, TBD Central Time
NDCS Correctional Youth Facility
2610 North 20th Street East, Omaha, NE

Project: 5289 Z1; Inmate Calling Services

Please Print Legibly

	Name*	Company/Firm Representing*	Complete Address (Street, City, State, Zip)	Phone / Fax	E-mail Address
1	Tim Haus	Telmate			
2	Mike Applegate	Encartele			
3	Isac Galvan	Encartele			
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7					
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10					

*Required information for purposes of Registration

Revised 04/8/12

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

State of Nebraska
Mandatory Pre-Proposal Meeting
Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: May 5, 2016, TBD Central Time
NDCS Omaha Correctional Center
2323 Avenue J, Omaha, NE

Project: 5289 Z1; Inmate Calling Services

Please Print Legibly

	Name*	Company/Firm Representing*	Complete Address (Street, City, State, Zip)	Phone / Fax	E-mail Address
1	Tom Haus	Telmate			
2	MIKE APPLEGATE	ENCARTELE			
3	Isac Galvan	Encartele			
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*Required information for purposes of Registration

Revised 04/8/12

ıistration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

State of . ɔraska
Mandatory Pre-Proposal Meeting
Registration Sheet

Registration Advisement:
Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by providing all of the required information below.

Date: May 5, 2016, TBD Central Time
NDCS Community Corrections Center
2320 Avenue J, Omaha, NE

Project: 5289 Z1; Inmate Calling Services

Please Print Legibly

	Name*	Company/Firm Representing*	Complete Address (Street, City, State, Zip)	Phone / Fax	E-mail Address
1	Tim Haus	Telmate			
2	Mike Applegate	Encartele			
3	Isac Galvan	Encartele			
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*Required information for purposes of Registration

Revised 04/8/12

NEBRASKA
AdministrativeServices

Byron L. Diamond
Director

Pete Ricketts, Governor

ADDENDUM TWO

Date: April 25, 2016

To: All Bidders

From: Robert Thompson/Nancy Storant, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal 5289Z1
to be opened June 1, 2016 at 2:00 p.m. Central

Revised Schedule of Events

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
4.	State responds to written first round questions through Request for Proposal "Addendum" and/or "Amendment" to be *posted to the Internet at:* http://das.nebraska.gov/materiel/purchasing.html	~~April 25, 2016~~ **April 26, 2016**

	ACTIVITY	DATE/TIME
5.	Mandatory Pre-Proposal Conference and Site Visits Day One (1) Starting Location, followed by additional stops: NDCS Correctional Services/Admin 801 W. Prospector Pl., #1 Lincoln NE 68522 NDCS Community Corrections Center/Lincoln 2720 West Van Dorn Lincoln NE 68522 NDCS Lincoln Correctional Center 3216 West Van Dorn Lincoln NE 68522 NDCS Diagnostic and Evaluation Center 3220 West Van Dorn Lincoln NE 68522 NDCS Nebraska State Penitentiary 4201 S. 14th Street Lincoln NE 68502 ** Registration Advisement:* *Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.*	May 2, 2016 Meet at: 801 W. Prospect #1 at 9:30 AM Central Time
6.	Mandatory Pre-Proposal Conference and Site Visits Day Two (2) Starting Location, followed by additional stops: NDCS Correctional Center for Women 1107 Recharge Rd York NE 68457 NE-DHHS-Youth Rehab and Treatment 855 North 1st Street Geneva NE 68361 ** Registration Advisement:* *Bids will only be accepted from those Companies/Firms which properly register their attendance at these meetings by completing all of the required information on the State Registration Sheet.*	May 3, 2016 Meet at: 1107 Recharge Rd at 9:30 AM Central Time

	ACTIVITY	DATE/TIME
7.	Mandatory Pre-Proposal Conference and Site Visits Day Three (3) Starting Location, followed by additional stops: NE-DHHS-Youth Rehab and Treatment 2802 30th Avenue Kearney NE 68845 NDCS Work Ethic Camp 2309 North Highway 83 McCook NE 69001 ** Registration Advisement:* *Bids will only be accepted from those Companies/Firms which properly register their attendance at these meetings by completing all of the required information on the State Registration Sheet.*	May 4, 2016 Meet at: 2802 30th Avenue at 9:30 AM Central Time
8.	Mandatory Pre-Proposal Conference and Site Visits Day Four (4) Starting Location, followed by additional stops: NDCS Tecumseh State Correctional 2725 North Highway 50 Tecumseh NE 68450 NDCS Correctional Youth Facility 2610 North 20th Street East Omaha NE 68110 NDCS Omaha Correctional Center 2323 Avenue J Omaha NE 68110 NDCS Community Corrections Center 2320 Avenue J Omaha NE 68110 ** Registration Advisement:* *Bids will only be accepted from those Companies/Firms which properly register their attendance at these meetings by completing all of the required information on the State Registration Sheet.*	May 5, 2016 Meet at: 2725 North Hwy 50 at 9:30 AM Central Time
9.	Last day to submit written (second round) questions after Pre-Proposal Conference	May 8, 2016

	ACTIVITY	DATE/TIME
10.	State responds to written (second round) questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	May 16, 2016
11.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	June 1, 2016 2:00 PM Central Time
12.	Review for conformance of mandatory requirements	June 1, 2016
13.	Evaluation period	June 3, 2016 through June 10, 2016
14.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
15.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 20, 2016
16.	Contract finalization period	June 20, 2016 through July 11, 2016
17.	Contract award	July 18, 2016
18.	Contractor start date	September 26, 2016

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal

NEBRASKA
AdministrativeServices

Byron L. Diamond
Director

Pete Ricketts, Governor

ADDENDUM THREE
QUESTIONS and ANSWERS

Date: April 26, 2016

To: All Bidders

From: Robert Thompson/Nancy Storant, Buyers
AS Materiel, State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5289Z1
to be opened June 1, 2016 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.			Whether companies from Outside **USA** can apply for this? (like,from India or Canada)	Yes, companies from outside the USA may submit a proposal.
2.			Whether we need to come over there for meetings?	The proposal and contract execution require a physical presence.
3.			Can we perform the tasks (related to RFP) outside **USA**? (like, from India or Canada)	No, contract execution requires a physical presence.
4.			Can we submit the proposals via email?	No, per the Request for Proposal for Contractual Services Form, item 1. "Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be

				accepted."
5.			Why was the previous Inmate Calling Services RFP (#5094 Z1) from August 2015 cancelled?	All bids were rejected in order for the State to revise the RFP and re-release.
6.			Who is the current provider for the Inmate Calling Services?	Public Communications Services, Inc.
7.			What is the current commission rate for the state on the Inmate Calling Services?	Zero. NDCS does not receive any commissions.
8.			Who provides the Inmate Commissary Services?	This is an internal system developed within the State of Nebraska.
9.			Having attended (at considerable time and expense) the last 4 day mandatory site visit in August 2015 for the previous, but internally rejected RFP process, is it still mandatory they we again visit the same sites to participate in this current RFP process? We would greatly appreciate any consideration for an "exemption" for those who previous invested in this aspect of the prior release of the Nebraska DOC RFP for inmate phones.	Per Section II. F.PRE-PROPOSAL CONFERENCE AND SITE VISITS & Form B Important Notice: "Attendance at the pre-proposal conference and all site visits is mandatory in order to submit a proposal (bidders who attended the site visits in response to 5094Z1 are not required to attend the site visits for 5289Z1 – but must still attend the pre-proposal conference on Day 1, per the schedule of events ." All bidders must attend the mandatory pre-proposal conference on Day 1. The following vendors are excused from attending all site visits. CenturyLink GTL Legacy Inmate Comm. Securus Technologies Telmate X Direct All other bidders must attend the mandatory pre-proposal conference and all of the site visits conducted all four days, per the schedule of events.
10.	III. Terms And Conditions FF. Performance Bond	Page 21	Please confirm if the Performance Bond is to be submitted with the RFP response.	The Performance Bond is NOT to be submitted with the RFP response. The bond is only required of the bidder who is in receipt of an intent to award and would be required prior to contract execution.
11.			Please provide your current ADP.	5225 as of 4/22/2016; does not include inmates NDCS houses in county jails.

12.			In the Q&A for the previous ITS RFP, you stated you had no ICE detainees. Is this still the case?	Yes.
13.			You provided call information for a 12-month period with the previous ITS RFP (Revised Attachment One, showing call data from 2014 and facility populations as of June 30, 2015). Could you please provide updated information?	Please refer to Attachment One, as posted.
14.			What educational programs do you currently have in place?	Core educational programs are High School and Adult Education classes and English as a Second Language (ESL).
15.	Request for Proposal for Contractual Service Form	i	"Cost proposals will not be considered propriety." We assume the last word of this statement is meant to be "proprietary." Please confirm or advise if this is not the case.	Correct, "proprietary" is the correct term. The RFP is hereby amended to remove in its entirety, the second paragraph under IMPORTANT NOTICE on the REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM, with the following: In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by

				disclosure. Cost proposals will not be considered proprietary.
16..	Request for Proposal for Contractual Service Form	i	"Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected." Where in our response would you prefer we agree to this provision?	Signing the REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM, is the bidders acceptance.
17.	III.EEE	31	"The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State": Q: What other governmental entities are currently participating with the State in the procurment of an Inmate Telephone System as a Political Subdivision?	None. The condition is optional on behalf of the contractor.
18.	Revised Evaluation Criteria	p. 1 of Revised Criteria	We understand that traditional collect is a preferred but not required billing option. As the state is likely aware, collect is more expensive to provide than prepaid or debit. In addition, the Evaluation Criteria provide minutes for Pre-Pay Calling to be used in the evaluation but not collect. Q#1: Will collect rates be evaluated/scored?	No. Please refer to the Evaluation Criteria, as posted.
19.			Q#2: Because collect is more expensive to provide, may vendors propose a slightly higher rate for collect? If so, how will those rates be evaluated?	Bidder is to determine the cost proposed. Please see response to question 18.
20.	IV. A. Project Overview	32	RFP states "Optional products must be clearly identified…and provide the optional cost separately from the bid cost per minute." Also, "If bidding an alternant proposal, bidder must complete a separate RFP response including all mandatory requirements..."	Correct. If a bidder wishes to propose an alternant solution that would be evaluated and scored, a complete separate RFP response would need to be submitted and would need to meet all of the mandatory requirements. However, bidders may also provide

			We read this as saying that if a respondent wished to propose the "base" telephone system as required *and* propose optional products that might impact the costs to end-users, that it should submit one proposal with optional products clearly identified and priced. I.e. a separate proposal would be necessary only if the respondent were proposing an alternative to the baseline functionality requested in the RFP. Q: Would the State confirm our understanding?	pricing for optional products or services that the State may procure from the awarded contractor that are not included in the technical proposal or built into the required Debit Calling and Pre-Pay cost per minute portion of the Cost Sheet. A Revised Attachment Two Cost Sheet has been posted with space provided to include optional products or services.
21.	IV. D.2 Rates	34	Provision states "All call connect/surcharge fees will be identified by type of call". However the most recent FCC Order in WC Docket 12-375 prohibits per-call connect fees. Q: For maximum clarity will the State remove this sentence from IV.D.2?	The RFP is hereby amended to remove Section IV. D. 2., in its entirety and is replaced with the following: 2. Rates Per minute charges must be flat rate twenty-four (24) hours a day, seven (7) days a week. Rates must remain firm for the first five (5) years of the contract. Prices may be subject to change after the initial five (5) year period. All government-mandated fees and taxes must be included in the rates, as no add-ons will be accepted. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska State Purchasing Bureau at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the State Purchasing Bureau and the NDCS Purchasing Division. State Purchasing Bureau reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as an amendment and will be recognized as firm contract pricing.

				Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by both parties. Bidders must provide their proposed rates for all categories listed on the cost proposal sheet. Failure to provide rates as outlined may be grounds for rejection of proposal. Any and all charges billable to the inmates and their families must be detailed in the Bidder's cost proposal. Contractor may not assess any
22.	IV. D.2 Rates & Revised Evaluation Criteria	p. 34 in RFP & p.1 in Revised Evaluation Criteria	We read IV.D.2 and the Evaluation Criteria to say that different rates may be charged by call category (local vs. intraLATA, etc.), and that intraLATA will receive approximately 70% of the weighting in calculating the lowest cost submitted. Q#1: Will the State confirm our interpretation?	Bidder's prices will be multiplied by the quantity given (in the table at the bottom of the Evaluation Criteria) for each call type, and added together. This total sum will be calculated using the formula provided with the Evaluation Criteria to arrive at the cost points for each bidder.
23.			Q#2: Will the State provide a breakdown of actual calls and minutes for the past 12 months by local, intraLATA, interLATA, interstate, and international? This breakdown would also help vendors calculate the mix of jurisdictions and tax rates that must be bundled into the offered call rates.	Please refer to Attachment One, as posted.
24,	IV.D.2 Rates	34	Provision states that "All regulatory fees must be included in the rates, as no add-ons will be accepted." We read this as saying that all regulatory fees (e.g. FCC-mandated USF and other taxes (e.g. sales tax) of any type must be bundled into the proposed rates. Although unlikely, it is possible that some respondents may view regulatory fees as separate from taxes. Q: Would the State consider	Please see response to question 21.

			revising the requirement to state "All government-mandated fees and taxes must be included in the rates, as no add-ons will be accepted."?	
25.	IV.D.6 Prepay by Inmate Families & Revised Evaluation Criteria	p 35 in RFP & p 1 in Revised Evaluation Criteria	Provision states that account setup fees will be identified in the proposal. Account setup fees are not among the permitted fees in the most recent FCC Order, and would therefore not be permitted to be charged. Q: Would the State modify the RFP and Evaluation Criteria to disallow account setup fees?	This question will be addressed at the preproposal conference and responded to in the second round of Questions and Answers.
26.	IV.D.6 Prepay by Inmate Families & Revised Evaluation Criteria	p 35 in RFP & p 1 in Revised Evaluation Criteria	Provision states that (1) all monies paid to the contractor by inmate families will be credited to the families account and (2) contractors are allowed to charge a fee to cover the cost of accepting credit card payments from families with the fee not to exceed 5%. In addition the Revised Evaluation Criteria list only Account Setup Fees as fees to be proposed and evaluated. Some providers direct families away from setting up accounts (which take time to process) and toward "single pay" programs such as text payment to a cell phone or automated payment by phone (trade names e.g. text collect, PayNow). These require use of automated payment systems and avoid the cost of setting up an account, as well as forcing families to pay a transaction fee every time they receive a call. Q#1: For these reasons will the State explicitly disallow these single pay programs?.	This question will be addressed at the preproposal conference and responded to in the second round of Questions and Answers.
27.			Q#2: If a respondent proposed a transaction fee to families lower than 5%, would	This question will be addressed at the preproposal conference and responded to in the second round of Questions and Answers.

			it receive additional points in the evaluation?	
28.			Q#3: If it would receive more points in the evaluation, would the State modify the Evaluation Criteria to include account transaction fees? At the State's current usage we would expect approximately 550 transactions per month. If single pay methods were allowed, the number of transaction fee events would be several times this amount	This question will be addressed at the preproposal conference and responded to in the second round of Questions and Answers.
29.	IV.D.6 Prepay by Inmate Families & Revised Evaluation Criteria	p 35 in RFP & p 1 in Revised Evaluation Criteria	Q #1: Will third-party cash vendors such as Western Union be allowed for family members who are "unbanked"?	Contractor determines if they will accept third-party cash vendors such as Western Union for payment.
30.			Q #2: If so, will the State require vendors to disclose these fees and certify that the fees do not include any markup from the third party, including but not limited to 'direct' markup, revenue sharing of any sort between the provider and the third party, volume rebates, etc.?	If contractor does allow, contractor must not charge any additional fees and or mark up.
31.	IV.E.6	38	Bidder must identify their capability to allow the facility to terminate the cell signal when signal is within a specified distance from the facility. We assume this means that the system must terminate an inmate call to a called party cell phone outside the facility, if that called party cell phone is within a specified distance from the facility; terminating the called party's actual cell signal would violate federal regulation. Q: Would the State confirm our interpretation of the requirement?	This question will be addressed at the preproposal conference and responded to in the second round of Questions and Answers.

32.			I would like to clarify whether [redacted] will need to attend the Pre-Proposal Conference and Site Visit on May 2-5 since we attended the last one that was held back on August 25, 2015.	Please see response to question number 9.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

NEBRASKA
Administrative Services

Byron L. Diamond
Director

Pete Ricketts, Governor

ADDENDUM FOUR

Date: May 10, 2016

To: All Bidders

From: Robert Thompson/Nancy Storant, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal 5289Z1
to be opened June 1, 2016 at 2:00 p.m. Central

Revised Schedule of Events

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
9.	Last day to submit written (second round) questions after Pre-Proposal Conference	~~May 8, 2016~~ May 11, 2016
10.	State responds to written (second round) questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	~~May 16, 2016~~ May 18, 2016
11.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	June 1, 2016 2:00 PM Central Time
12.	Review for conformance of mandatory requirements	June 1, 2016
13.	Evaluation period	June 3, 2016 through June 10, 2016
14.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
15.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 20, 2016

	ACTIVITY	DATE/TIME
16.	Contract finalization period	June 20, 2016 through July 11, 2016
17.	Contract award	July 18, 2016
18.	Contractor start date	September 26, 2016

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal

NEBRASKA
AdministrativeServices

Byron L. Diamond
Director

Pete Ricketts, Governor

ADDENDUM FIVE

Date: May 18, 2016

To: All Bidders

From: Robert Thompson/Nancy Storant, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal 5289Z1
to be opened June 1, 2016 at 2:00 p.m. Central

Revised Schedule of Events

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
9.	State responds to written (second round) questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	~~May 16, 2016~~ ~~May 18, 2016~~ May 19, 2016
10.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	June 1, 2016 2:00 PM Central Time
11.	Review for conformance of mandatory requirements	June 1, 2016
12.	Evaluation period	June 3, 2016 through June 10, 2016
13.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
14.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 20, 2016
15.	Contract finalization period	June 20, 2016 through July 11, 2016

	ACTIVITY	DATE/TIME
16.	Contract award	July 18, 2016
17.	Contractor start date	September 26, 2016

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal

NEBRASKA
AdministrativeServices

Byron L. Diamond
Director

Pete Ricketts, Governor

ADDENDUM SIX
REVISED SCHEDULE OF EVENTS

Date: May 20, 2016

To: All Bidders

From: Robert Thompson/Nancy Storant, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal 5289Z1
to be opened ~~June 1, 2016~~ To Be Determined at 2:00 p.m. Central

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Revised Schedule of Events

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
9.	State responds to written (second round) questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	~~May 16, 2016~~ ~~May 18, 2016~~ ~~May 19, 2016~~ To Be Determined
10.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	~~June 1, 2016~~ To Be Determined 2:00 PM Central Time
11.	Review for conformance of mandatory requirements	~~June 1, 2016~~ To Be Determined

	ACTIVITY	DATE/TIME
12.	Evaluation period	~~June 3, 2016~~ To Be Determined through ~~June 10, 2016~~ To Be Determined
13.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
14.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	~~June 20, 2016~~ To Be Determined
15.	Contract finalization period	~~June 20, 2016~~ To Be Determined Through ~~July 11, 2016~~ To Be Determined
16.	Contract award	~~July 18, 2016~~ To Be Determined
17.	Contractor start date	September 26, 2016

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal

NEBRASKA
AdministrativeServices

Byron L. Diamond
Director

Pete Ricketts, Governor

ADDENDUM SEVEN
REVISED SCHEDULE OF EVENTS

Date: June 2, 2016

To: All Bidders

From: Robert Thompson/Nancy Storant, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal 5289Z1
to be opened ~~June 1, 2016~~ ~~To Be Determined~~ June 14, 2016 at 2:00 p.m. Central

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Revised Schedule of Events

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
9.	State responds to written (second round) questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	~~May 16, 2016~~ ~~May 18, 2016~~ ~~May 19, 2016~~ ~~To Be Determined~~ June 2, 2016
10.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	~~June 1, 2016~~ ~~To Be Determined~~ June 14, 2016 2:00 PM Central Time

	ACTIVITY	DATE/TIME
11.	Review for conformance of mandatory requirements	~~June 1, 2016~~ ~~To Be Determined~~ June 14, 2016
12.	Evaluation period	~~June 3, 2016~~ ~~To Be Determined~~ June 15, 2016 through ~~June 10, 2016~~ ~~To Be Determined~~ June 22, 2016
13.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
14.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	~~June 20, 2016~~ ~~To Be Determined~~ July 6, 2016
15.	Contract finalization period	~~June 20, 2016~~ ~~To Be Determined~~ July 6, 2016 Through ~~July 11, 2016~~ ~~To Be Determined~~ July 20, 2016
16.	Contract award	~~July 18, 2016~~ ~~To Be Determined~~ July 27, 2016
17.	Contractor start date	September 26, 2016

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal

NEBRASKA
AdministrativeServices

Byron L. Diamond
Director

Pete Ricketts, Governor

ADDENDUM EIGHT
QUESTIONS and ANSWERS

Date: June 2, 2016

To: All Bidders

From: Robert Thompson/Nancy Storant, Buyers
AS Materiel, State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5289Z1
to be opened ~~June 1, 2016~~ June 14, 2016 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.	IV. Project Description and Scope of Work A. Project Overview, 4th paragraph	Page 32	Please provide clarification on this sentence, "If bidding an alternant proposal, the bidder must provide a complete separate RFP response including all mandatory requirements	

			(section II.N.)." What is the States definition for an Alternate Proposal?	An alternate proposal would be the submission of a second cost sheet proposing an alternate solution. The alternate solution would need to be detailed in the bidder's Technical Approach. The alternate proposal would be subject to evaluation and Per Section IV.A. Project Overview, would need to be submitted as a complete separate RFP response including all mandatory requirements (section II. N.)
			Is an Alternate Proposal required if an optional service is provided/proposed separately along with a separately bid cost per minute in the original bid response?	No. A bidder may propose optional services in the optional services table on the revised cost sheet (posted along with this 2nd round of Q&A on the State Purchasing Bureau website). Optional services are not to be included in the bidder's technical approach, as optional services will not be evaluated, and must be detailed on the cost sheet, and priced per minute.
2.	Addendum 3 IV. Project Description and Scope of Work D. Business Requirements, 2. Rates	Page 34	Per Addendum 3, #21, the State removed Section IV. D. 2 in its entirety and provided a replacement. The very last sentence is incomplete in this revision. "Contractor may not assess any…." Will the State please provide the complete sentence to this revision?	The following is the response for Addendum 3, question #21 in its entirety. **2. Rates** Per minute charges must be flat rate twenty-four (24) hours a day, seven (7) days a week. Rates must remain firm for the first five (5) years of the contract. Prices may be subject to change after the initial five (5) year period. All government-mandated fees and taxes must be included in the rates, as no add-ons will be accepted. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska State Purchasing Bureau at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the State Purchasing Bureau and the NDCS Purchasing Division. State Purchasing Bureau reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled.

				Approved price increases shall become part of the new contract as an amendment and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by both parties. Bidders must provide their proposed rates for all categories listed on the cost proposal sheet. Failure to provide rates as outlined may be grounds for rejection of proposal. Any and all charges billable to the inmates and their families must be detailed in the Bidder's cost proposal. Contractor may not assess any charges to any party in connection with this service that are not outlined in their proposal response. **NOTE: Section IV.D.2. has been further amended in response to question #12 below.**
3.			Please provide clarification on differences and mandates for submitting multiple cost proposals and optional cost products and services and the metrics for both.	Please see response to Question #1.
4.			On Addendum #3 Questions and Answers, I have a point of clarification. On pages 4 and 5 in response to question # 20, the last statement in your answer (page 5) refers to "A Revised Attachment Two Cost Sheet, with space to include optional products or services". I cannot locate this document. Can you confirm that it has been issued and if so, where I might locate and download the document?	Revised Attachment Two was not posted as some of the possible revisions were dependent on responses to the questions from Round 1 that were deferred until Round 2. The Revised Attachment Two is now posted and available on the State Purchasing Bureau website.

5.			In the last RFP (5094Z1 Addendum 7 dated Oct. 26, 2015) the State indicated the desire to add 63 outdoor phones: "The Nebraska Department of Correctional Services is adding additional phones for outdoor use. These phones must be able to withstand harsh weather and treatment by an inmate population". Q: Are these phones included in the phone count provided in Attachment One of RFP 5289Z1? If not, is it still the State's desire to add these phones?	The outdoor phone count is a separate count from Attachment One. Yes, it is still the desire of the State to add these phones. Table below provides approximate phone count for outdoor use phones. The Nebraska Department of Correctional Services is adding additional phones for outdoor use. These phones must be able to withstand harsh weather and treatment by an inmate population. Additional outdoor phones by facility are noted as follows:

Facility	General Population Quantity of Phones		Facility	Restrictive Housing** Quantity of Phones
LCC	4		LCC	8
NCCW	4		NCCW	3
NSP	8		NSP	8
OCC	4		OCC	2
TSCI	4		TSCI	16

				WEC | 2 | | WEC | 0 ** NOTE: Restrictive Housing Phones must be a highly rugged/durable phone that can withstand harsh treatment by the inmate population. Awarded contractor will work with NDCS to establish location and implement these outdoor phones.
6.		n/a	What is the importance to NDCS with regard to security and date protection? We respectfully request that the RFP be amended to require all submitting vendors to supply any and all security breaches that they, and/or any of their partners, their subsidiaries, or parent companies have had within the past five (5) years—as well as nature of the breach. We also respectfully request that this information be included in the evaluation of the Corporate Overview.	The State does not understand the reference to "security and date protection". Contractor is responsible to perform the contract in compliance with the RFP. Section III.DDD **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY and Section II.O. Reference checks address pass performance**. No amendment will be added to require all submitting vendors to supply the information requested. This will not be included in the evaluation of the Corporate Overview.
7.	**Glossary of Terms:** **Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide	Page ix	What is the importance to NDCS of having a partner who is fully licensed? We also respectfully request the RFP be amended to require vendors to disclose if, in the	Bidders must comply with the requirements of the State of Nebraska Department of Banking and Finance. Link provided. http://www.ndbf.ne.gov/soc/index.shtml Contractor is responsible to perform the contract in

	goods or services under the terms of a written solicitation.		past 18 months, they have been fined by any state for not having a Money Transmitter license. Lastly, we respectfully request that this information be included in the evaluation of the Corporate Overview.	compliance with the RFP. Section III.DDD.CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY and Section II.O. Reference checks address passed performance. No amendment will be added to require all submitting vendors. This will not be included in the evaluation of the Corporate Overview.
8.	**II. G. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS** The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral	Page 5	What is the importance to NDCS with regard to evidence of competence and full capabilities disclosure for any and all claims made in the vendor's RFP response? We respectfully request that NDCS require that all vendors must be able to demonstrate, on demand and before selection, any and/or every capability claimed in their proposal. We also respectfully request that this information be included in the evaluation of the Technical Approach.	Contractor is responsible to perform the contract in compliance with the RFP. Oral interviews per the referenced section are at the State's option. This will not be included in the evaluation of the Technical Approach.

	interviews in its sole discretion. The scores from the oral interviews/ presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/			

	presentations and/or demonstrations. Once the oral interviews/ presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received. Detailed notes of oral interviews/ presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents. Any cost incidental to the oral interviews/ presentations and/or demonstrations shall			

	be borne entirely by the bidder and will not be compensated by the State.			
9.	Section E. "Technical Requirements" #12 & Attachment One	Page 40 and Attachment One	Section E, #12 on Page 40 of the RFP and Attachment One dictate the quantity of phones required per facility. Are any additional phones or equipment required beyond what is detailed in this section and Attachment One?	Section IV.A. Project Overview (fifth paragraph) During the term of the contract circumstances beyond the control of the state may result in increases or decreases in revenue, as well as increase or decreases in required equipment and/or services. Such circumstances include, but are not limited to, increase/decrease in inmate population, in number of telephones and/or in number of correctional facilities. The committee representing the OCIO and the NDCS maintains sole authority to increase or decrease the quantity of facilities, inmate telephones, equipment and service, at the Contractors expense. The contractor may also be required to provide outdoor telephone services, as the need arises. Also please see response to question #5.
10.			Are any housing units in the current facilities unoccupied? If so, how many phones are in each of those unoccupied locations?	NDCS has no empty housing units. YRTC-Geneva: Two buildings with two phones in each building. YRTC-Kearney: One building with two phones however this building will reopen within the next six month.
11	Attachment One	Attachment One	Attachment One provides call volume through December 2015. Will the State please provide call volume through the end of March 2016?	Please see Attachment 1a. posted to the State Purchasing website. http://das.nebraska.gov/materiel/purchasing/5289/5289.html
12.	Business Requirements, IV-D-2 All regulatory fees must be included in the rates, as no add ons will be accepted.	34	Does the facility understand that its proposed requirement to bundle all taxes and regulatory surcharges for interstate and intrastate ICS calls may run afoul of state and federal requirements because it imposes a per minute of use	Applicable taxes and regulatory fees, per FCC rules, shall be passed through by the provider to the consumer directly with no markup. The RFP is hereby amended as follows; Section IV.D.2. Rates, is hereby removed in its entirety and replaced with the following:

			recovery mechanism for amounts to be paid that are not usage sensitive?	**2. Rates** Per minute charges must be flat rate twenty-four (24) hours a day, seven (7) days a week. Rates must remain firm for the first five (5) years of the contract. Prices may be subject to change after the initial five (5) year period. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska State Purchasing Bureau at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the State Purchasing Bureau and the NDCS Purchasing Division. State Purchasing Bureau reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as an amendment and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by both parties. Bidders must provide their proposed rates for all categories listed on the cost proposal sheet. Failure to provide rates as outlined may be grounds for rejection of proposal. Any and all charges billable to the inmates and their families must be detailed in the Bidder's cost proposal. Contractor may not assess any charges to any party in connection with this service that are not outlined in their proposal response. Section III.SS. Second paragraph, is hereby removed in its entirety and replaced with the following: Prices offered herein will remain firm from the date of the award for five (5) years. Prices may be subject to change after the initial five (5)

				year period. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska State Purchasing Bureau at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the State Purchasing Bureau and the NDCS Purchasing Division. State Purchasing Bureau reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as an amendment and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by both parties.
13.	Cost Sheet	n/a	If a vendor offers optional products without listing the cost of those optional products, is that grounds for disqualification?	The proposal would not be disqualified, as optional products are not evaluated. However, optional products/services proposed without pricing would not ever be able to be awarded and utilized by the state without a fixed cost being provided with the proposal submission.
14.	General Question regarding pre-bid meeting.		At the recently concluded pre-bid meeting, it was mentioned that there would be a new pricing sheet released that would allow for bidders to submit pricing for optional services. Does the State still plan to revise the pricing sheet	Yes, Please see response to question #4 Bidder should not modify the cost sheet.

			or should the bidders include optional services pricing in the current pricing sheet by modifying it?	
The following were submitted for the first round of questions, however, the responses were delayed until after the Preproposal Conference.				
25.	IV.D.6 Prepay by Inmate Families & Revised Evaluation Criteria	p 35 in RFP & p 1 in Revised Evaluation Criteria	Provision states that account setup fees will be identified in the proposal. Account setup fees are not among the permitted fees in the most recent FCC Order, and would therefore not be permitted to be charged. Q: Would the State modify the RFP and Evaluation Criteria to disallow account setup fees?	The requirement will remain as written in the RFP.

26.	IV.D.6 Prepay by Inmate Families & Revised Evaluation Criteria	p 35 in RFP & p 1 in Revised Evaluation Criteria	Provision states that (1) all monies paid to the contractor by inmate families will be credited to the families account and (2) contractors are allowed to charge a fee to cover the cost of accepting credit card payments from families with the fee not to exceed 5%. In addition the Revised Evaluation Criteria list only Account Setup Fees as fees to be proposed and evaluated. Some providers direct families away from setting up accounts (which take time to process) and toward "single pay" programs such as text payment to a cell phone or automated payment by phone (trade names e.g. text collect, PayNow). These require use of automated payment systems and avoid the cost of setting up an account, as well as forcing families to pay a transaction fee every time they receive a call. Q#1: For these reasons will the State explicitly disallow these single pay programs?.	No. Bidders may accept/propose whatever form(s) of payment they choose, provided they comply with the requirements of the RFP. An awarded contractor cannot charge any fees that are not allowed by the RFP. The 5% reference in the question is specifically for acceptance of credit card payments and will not apply to any other form of payment.
27.			Q#2: If a respondent proposed a transaction fee to families lower than 5%, would it receive additional points in the	No.

			evaluation?	
28.			Q#3: If it would receive more points in the evaluation, would the State modify the Evaluation Criteria to include account transaction fees? At the State's current usage we would expect approximately 550 transactions per month. If single pay methods were allowed, the number of transaction fee events would be several times this amount	Not applicable, please see response to question # 27.
31.	IV.E.6	38	Bidder must identify their capability to allow the facility to terminate the cell signal when signal is within a specified distance from the facility. We assume this means that the system must terminate an inmate call to a called party cell phone outside the facility, if that called party cell phone is within a specified distance from the facility; terminating the called party's actual cell signal would violate federal regulation. Q: Would the State confirm our interpretation of the requirement?	The RFP is hereby amended as follows: Section IV.6., eighth paragraph is removed in its entirety and replaced with the following. Bidder must identify any capability or technology they have that might identify calls to cellular phones and their proximity to the correctional facility when calls are in progress.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

NEBRASKA
AdministrativeServices

Byron L. Diamond
Director

Pete Ricketts, Governor

ADDENDUM NINE
QUESTIONS and ANSWERS CLARIFICATION
&
REVISED SCHEDULE of EVENTS

Date: June 10, 2016

To: All Bidders

From: Robert Thompson/Nancy Storant, Buyers
AS Materiel, State Purchasing Bureau

RE: Addendum for Request for Proposal 5289Z1
to be opened ~~June 1, 2016~~ ~~To Be Determined~~ ~~June 14, 2016~~ June 17, 2016 at 2:00 p.m. Central

Questions and Answers Clarification

The following is a request for Q&A clarification. Responses provided are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.	**Rules regarding pricing requirements:** - IV. Project Overview A, paragraph 4 - Addendum 3 Q&A #20 - Addendum 8 Q&A #13 **Clarifications regarding**	RFP p. 32 RFP p. 38	Our questions are from our reading (perhaps incorrect) that any additional service must be priced as an "add on" to phone service rates – at the same time pricing for optional services would not be evaluated. Would the State clarify two scenarios? A. A bidder wanted to offer a value-added service that is normally charged separately from a phone call (e.g., the ability for a family member to communicate	

	technical requirements: - IV.E.6 - Addendum #8 Q&A #31		using an alternate communication method not covered by FCC regulation, at $x per communication). In this case a per-minute add-on to inmate telephone rates would not be appropriate.	
			Q: How would the State prefer pricing for these kinds of services to be presented?	Bidder may write-in an alternate unit of measure. Attachment Two SECOND REVISION has also been posted to the RFP web page to accommodate.
			B. We read the answer to Addendum #8 Q&A #31 to say that the ability to provide this cell phone control service would be evaluated. However, that service may not be implemented, meaning that any additional cost for the service should not be included in the base offer. As a separate issue there are many different "flavors/tiers" of this service – i.e. the service is the same or similar but the scope of deployment would drive different costs. This is true of certain other services in the technical requirements as well. In this case, it is appropriate to price the service as an add-on to telephone rates. However, a bidder could describe a gold-plated service to receive a favorable technical score, but include additional costs for those services under Optional Services that would not be evaluated.	
			Q1: If the State has asked bidders to describe their <u>ability</u> to provide a particular feature, how should pricing be presented – for example would it add an evaluated/scored section to the pricing template for the bidder to state a separate	Costs associated with the requirements of the RFP must be included in the cost per minute for the Debit Calling and Pre-Pay portion of the cost sheet. In the example above (B. Addendum #8 Q&A #31) The

			add-on to inmate telephone rates for that feature?	requirement was amended from requiring a functionality, to describing if a functionality is available. Due to this change, this specific item if available should be prices in the Optional section of the cost sheet if the bidder requires an additional fee for the functionality.
			Q2: If there are different flavors or tiers of a particular feature, how should pricing be presented – for example would the State allow bidders to price them in this same scored section as long as they are clearly described?	No. The solution as described in the bidder's technical approach would have to be provided at the cost per minute for Debit Calling and Pre-Pay bid on the cost sheet. Bidders may submit alternate proposals for "different flavors or tiers" as wholly separate RFP submissions to be evaluated independently. The different flavor or tier would be described in the technical approach, and the associated cost per minute provided on a separate cost sheet provided with the alternate proposal submission. In this scenario the bidder's technical score may improve to offset potential lower cost score if the flavor or tier came with a higher cost. Or, Bidders may provide the optional pricing for different flavors or tiers in the optional section of the cost sheet. The description of such would be included only on the cost sheet and must not be included in the technical as the optional items are not scored. These items would only be available to the agency from the awarded contractor and would be awarded or utilized solely at the agency's discretion. Please also see Addendum Eight, question #1, and RFP Section IV.A. Project Overview.

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
10.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	~~June 1, 2016~~ ~~To Be Determined~~ ~~June 14, 2016~~ June17, 2016 2:00 PM Central Time
11.	Review for conformance of mandatory requirements	~~June 1, 2016~~ ~~To Be Determined~~ ~~June 14, 2016~~ June17, 2016
12.	Evaluation period	~~June 3, 2016~~ ~~To Be Determined~~ ~~June 15, 2016~~ June 20, 2016 through ~~June 10, 2016~~ ~~To Be Determined~~ ~~June 22, 2016~~ June 27, 2016
13.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
14.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	~~June 20, 2016~~ ~~To Be Determined~~ ~~July 6, 2016~~ July 11, 2016

	ACTIVITY	DATE/TIME
15.	Contract finalization period	~~June 20, 2016~~ ~~To Be Determined~~ ~~July 6, 2016~~ July 11, 2016 Through ~~July 11, 2016~~ ~~To Be Determined~~ ~~July 20, 2016~~ July 22, 2016
16.	Contract award	~~July 18, 2016~~ ~~To Be Determined~~ ~~July 27, 2016~~ July 29, 2016
17.	Contractor start date	September 26, 2016

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal

NEBRASKA
AdministrativeServices
Pete Ricketts, Governor

Byron L. Diamond
Director

ADDENDUM TEN

REVISED SCHEDULE of EVENTS

Date: June 14, 2016

To: All Bidders

From: Robert Thompson/Nancy Storant, Buyers
AS Materiel, State Purchasing Bureau

RE: Addendum for Request for Proposal 5289Z1
to be opened ~~June 1, 2016~~ ~~To Be Determined~~ ~~June 14, 2016~~ ~~June 17, 2016~~ **June 21, 2016** at 2:00 p.m. Central

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Revised Schedule of Events

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
10.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	~~June 1, 2016~~ ~~To Be Determined~~ ~~June 14, 2016~~ ~~June17, 2016~~ June 21, 2016 2:00 PM Central Time
11.	Review for conformance of mandatory requirements	~~June 1, 2016~~ ~~To Be Determined~~ ~~June 14, 2016~~ ~~June17, 2016~~ June 21, 2016

	ACTIVITY	DATE/TIME
12.	Evaluation period	~~June 3, 2016~~ ~~To Be Determined~~ ~~June 15, 2016~~ ~~June 20, 2016~~ June 24, 2016 through ~~June 10, 2016~~ ~~To Be Determined~~ ~~June 22, 2016~~ ~~June 27, 2016~~ July 1, 2016
13.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
14.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	~~June 20, 2016~~ ~~To Be Determined~~ ~~July 6, 2016~~ ~~July 11, 2016~~ July 15, 2016
15.	Contract finalization period	~~June 20, 2016~~ ~~To Be Determined~~ ~~July 6, 2016~~ ~~July 11, 2016~~ July 15, 2016 Through ~~July 11, 2016~~ ~~To Be Determined~~ ~~July 20, 2016~~ ~~July 22, 2016~~ July 26, 2016
16.	Contract award	~~July 18, 2016~~ ~~To Be Determined~~ ~~July 27, 2016~~ ~~July 29, 2016~~ August 2, 2016
17.	Contractor start date	September 26, 2016

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal

H

Attachment H: GTL Financial Statement – Separate Sealed Envelope

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NEBRASKA STATE PURCHASING BUREAU

RFP 5289 Z1

INMATE TELEPHONE SYSTEM

June 17, 2016

GTL's document(s) included in this sealed envelope contain protected trade secret and/or proprietary information and are not to be shared with the public or with other bidders.
The documents are submitted solely for evaluation of the named RFP response.
GTL requests that it be notified of any request for the documents within this envelope.

Global Tel*Link Corporation 12021 Sunset Hills Rd. Suite 100, Reston, VA 20190

WAVE: 20160608049