

**STATE OF ILLINOIS  
CONTRACT**

Illinois Department of Innovation and Technology  
Phone Services for Incarcerated Persons

CIT9331500

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

1. DESCRIPTION OF SUPPLIES AND SERVICES
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Illinois Department of Innovation and Technology  
Phone Services for Incarcerated Persons

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

**STATE OF ILLINOIS  
CONTRACT**



Illinois Department of Innovation and Technology  
Phone Services for Incarcerated Persons

**VENDOR**

Vendor Name: Securus Technologies, Inc.	Address: 4000 International Parkway, Carrollton, TX 75007
Signature: [Redacted]	Phone: 972-277-0300
Printed Name: Robert Pickens	Fax: Click here to enter text.
Title: President and Chief Executive Officer	Email: Click here to enter text.
Date: June 29, 2018	

**STATE OF ILLINOIS**

Procuring Agency or University: Department of Innovation and Technology	Phone:
Street Address: 120 W. Jefferson Street	Fax:
City, State ZIP: Springfield, IL 62702	
Official Signature: [Redacted]	Date: 6/29/2018
Printed Name: Kirk Lombom	
Official's Title: Secretary	
Legal Signature: [Redacted]	Date: 6/29/18
Legal Printed Name: Michael Delcomyn	
Legal's Title: General Counsel	
Fiscal Signature: [Redacted]	Date: 6/29/18
Fiscal's Printed Name: Kiersten Neswick	
Fiscal's Title: CFO	

**AGENCY USE ONLY**

**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #:
- Project Title: Phone Services for Incarcerated Persons
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.): Two-Step Solicitation
- IPB Reference #: 22040713
- IPB Publication Date: 05/11/2017
- Award Code:
- Subcontractor Utilization?  Yes  No      Subcontractor Disclosure?  Yes  No
- Funding Source:
- Obligation #:
- Small Business Set-Aside?  Yes  No      Percentage:
- Minority Owned Business?  Yes  No      Percentage:
- Women Owned Business?  Yes  No      Percentage:
- Persons with Disabilities Owned Business?  Yes  No      Percentage:
- Veteran Owned Small Business?  Yes  No      Percentage:
- Other Preferences?

## 1. DESCRIPTION OF SUPPLIES AND SERVICES

### 1.1. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.1.1. The Illinois Department of Corrections, Department of Juvenile Justice and the Department of Human Services require a phone system for IDOC/IDJJ incarcerated persons and DHS residents, which allows the offenders of the IDOC, the juveniles at the IDJJ and the residents at the DHS Rushville Facility to call friends and family. The system must also include intelligence and data analysis tools to support public safety. Phone services will comply with Public Act 099-0878.
- 1.1.2. **Service and Equipment.** For the purpose of providing phone services for IDOC/IDJJ incarcerated persons and DHS residents to communicate with non-incarcerated civilians, the vendor will provide, install, and maintain all telephone equipment, customer services, and account services for prepaid minutes at no cost to the State. This includes coordinating with Local Exchange Companies to provide service to each facility (facilities listed in Section D.2.2). The Vendor is responsible for all installation and maintenance of said equipment.
- 1.1.2.1 The Vendor agrees all data shared, entered, or created either for or by the State, including recordings, are the property of the State. No data related to State of Illinois services may be shared or disseminated in any way without the express written consent of the State.
- 1.1.2.2 The Vendor is responsible for relocation of any phone or equipment within a facility when DOC deems necessary.
- 1.1.2.3 **Electrical Surge:** Electrical surge and ground protection will be provided for all equipment, for both the power source and the telephone line. Installations will meet NEC and other pertinent codes.
- 1.1.2.4 **Installation Compatibility:** All equipment, wiring, and supporting equipment and hardware will be mounted compatible with standard telco mountings, and, for location where existing equipment is being replaced, will be mounted equal to or better than the equipment which is being replaced.
- 1.1.2.5 The vendor shall provide, at no cost to the State, necessary future upgrades to both hardware and software. The features and requirements outlined herein shall be applicable to all calls placed through the OTS (offender telephone system); including local calls, calls within the Local Access Transport Area (intraLATA), Interstate, Intrastate, calls outside the Local Access Transport Area (interLATA), interstate calls, and international calls. Vendor must be able to complete International calls. Vendor must be able to complete calls to all locations in the 50 United States and all telephone companies in North America. The state reserves the right to permit or prohibit international calls. The State reserves the right to approve a primary long-distance carrier. Vendor must provide the name of the carrier below.
- 1.1.2.6 Inmate telephones must be limited to one call per connection. Upon completion of dialing, the telephone hook switch and dial pad must be disabled or otherwise restricted

to control pulse or DTMF dialing and to prevent obtaining dial tone or long tone via hook switch operation or other method.

- 1.1.2.7 All incarcerated persons telephone system wiring distribution shall become the property of the State of Illinois at the conclusion of the contract. The Vendor is responsible for installation and maintenance of any new wiring required and maintenance of all existing inter-building and intra-building premise wire and cable facilities for inmate telephones at all institutions. The Vendor may utilize existing State owned inter building cable facilities with the approval of the State, if available. However, use of State cable facilities may need to be vacated or replaced if the State has a need to reclaim any cable facilities for State use. Vendor must be able to provide telecommunication infrastructure and all hardware required to add additional phones to existing or new DOC/DJJ/DHS facilities. This may require placement of inter building cable thru existing state owned conduit, if agreed to by the State, thru vendor provided conduit, or direct buried/directional bore, to all locations required.
- 1.1.2.8 The vendor shall be responsible for providing pedestals, shelters, enclosures, isolation panels, mounting hardware, and signage. Vendor shall be responsible for required instructional signage. Vendor shall be responsible for relocation of any State and Vendor provided equipment. In locations where Vendor's equipment will replace existing equipment, the supporting equipment and hardware will be functionally and aesthetically equal to or better than the existing equipment. In new locations, the supporting equipment, hardware, and other items will be appropriate for the location, use, and environmental conditions at the site. DOC and DJJ will have final approval on the configuration and specific supporting equipment and hardware at all locations.
- 1.1.2.9 All orders for Service and/or orders to proceed from the State to the Vendor will be in writing, issued and signed or electronically transmitted by the State. The Vendor will not install, remove, modify, or change Service at any location without this written approval.
- 1.1.2.10 All operating controls must be properly labeled. All cable must be properly labeled at each end and at any mid-point cross connects. All telephones will be equipped with calling instructions which explain how to make a call and must meet all applicable regulatory (e.g. FCC and ICC) and legal requirements. Content of these instructions will be customized to the location of the telephone and approved by the State.
- 1.1.2.11 The incarcerated persons telephone system must include all telephones, Telephone Devices for the Deaf TTY/TDD, caption phones, VRS, recording equipment, monitoring equipment, software, server, wiring, data storage devices necessary to store the system and call recording data equipment necessary to meet the requirements herein. Unless otherwise specified herein, the vendor shall furnish all material, labor, facilities, equipment, and software necessary to perform the services required herein.

- 1.1.2.12 Inmate telephones must be isolated or prevented from intercom calling, such that no two inmate telephones can be connected together. This may be accomplished via wiring or programming.
- 1.1.2.13 All equipment that will be used by Inmates will be hardened as necessary to limit malicious damage. Vendor is fully liable for all damage to its equipment. This includes all station wiring from the nearest IDF cross connect block to the station jack, the jack to the instrument, the jack and instrument. Inmate telephones will have no coin slots and ringers must be disabled.
- 1.1.2.14 All equipment and hardware installed will be new and suitable for the Corrections environment described below. No equipment of any type is acceptable if serial numbers or any other manufacturer's identifying labels or marks have been removed, obliterated, or changed in anyway. The vendor must assume all costs of the equipment, installation and maintenance. The vendor shall replace any or all of the call monitoring and recording equipment as required during the term of this contract at no cost to the State.
- 1.1.2.15 Mounted telephone instruments for use in a Corrections environment will be tamperproof and consist of steel encased housings and shockproof keypads. All handsets will be of heavy-duty construction with no removable parts. The handset cord will be armored with a stainless steel lanyard. All phone instruments will be waterproof and fireproof and have key-locked mountings to the wall. All phone instruments will be line powered. Portable telephone instruments for use in a Corrections environment will be standard 2500 phone set with a standard Jen the handset cord.
- 1.1.2.16 The State agency may, at no additional charge to the State, require the contractor to install booth-to-booth telephones in non-contact visiting areas. These telephones shall have the same recording capabilities as described herein. The State estimates there are approximately 100 non-contact booths located in various facilities throughout the State.
- 1.1.2.16.1 The offender must input their PIN number (described herein), when using non-contact phones in order to identify the offender.
- 1.1.2.17 The State agency may, at no additional charge to the State, offenders, and called parties, require the contractor to install new offender telephone systems at facilities that are not currently utilizing an offender telephone system (i.e. new correctional institutions, community release centers, and community supervision centers).
- 1.1.2.18 The vendor must install the telephone equipment using security studs to prevent easy removal of telephones.
- 1.1.2.19 The vendor agrees, if they damage State property, the vendor must restore the property to its original condition at no cost to the State of Illinois. The vendor further agrees that they shall not cut into or through girders, beams, concrete, tile, partitions,

ceilings, or any other structure at the correctional institution without first obtaining written approval from the State agency's contract manager.

- 1.1.2.20 The offender telephone system must include offender telephone equipment (i.e. non-TTD and TTD) that is hearing-aid compatible and has volume control. Successful vendor must provide TTD equipment to meet the needs of the department including traditional, video, voice, and caption, all with access to the telecommunications relay service available in all 50 states. Vendor shall provide amplified phones when necessary for hard of hearing inmates.

The components of the offender telephone system must comply with Americans with Disabilities Act (ADA) requirements. This includes but is not limited to providing telephones that are accessible to persons in wheelchairs and systems that are compatible with Telephone Devices for the Deaf (TDD).

All equipment interfacing with the public telephone network must be FCC registered. Vendors will be prepared to provide FCC registration information upon request by the State.

As required by Illinois Public Act 95-307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

Telephones and ancillary items necessary to meet Federal, State, and Local Government Handicap and Americans with Disabilities Act (ADA) requirements and their implementing rules and regulations will be installed by Vendor, as required by the State.

The Vendor will comply with or exceed all pertinent safety standards for the installation, operation, and maintenance of service (e.g. Occupations Safety and Health Administration (OSHA), American National Standards Institute (ANSI), National Electric Code (NEC), National Electric Safety Code (NESC), Federal, State, and local codes and standards).

- 1.1.3 The telephone reception quality received through the offender telephone system must be equal to the tone quality offered to the general public and meet telecommunication industry standards for service quality. The State agency shall have final approval of reception quality.
- 1.1.4 The telephone system must allow for pre-paid accounts by civilians and debit accounts (pre-paid minutes program) for incarcerated persons and residents. Controls will be placed where the civilian may only fund their account. Incarcerated persons and residents may fund both their account and the account of civilians on their PAN list.
- 1.1.5 The offender telephone system must, upon request by the State agency or the pre-paid account holder, generate and provide monthly account statements in either hardcopy or electronic formats to each called party regarding their pre-paid accounts.



- 1.1.6 The telephone system must provide the called party the ability to block current and future calls from any of the facilities listed in this solicitation. The offender telephone system must mute the incarcerated person's call until the call has been accepted by the called party.
- 1.1.7 The system must be accessible through the Internet using web browser software. The system must support multiple web browser software including current versions (N) or the previous current version (N-1) of Internet Explorer and Apple Safari. The system should be accessible using other web browser software such as Google Chrome, Opera, and Firefox. The vendor must aggressively monitor web browser releases with proactive testing (as Beta releases are available) to ensure that the system does not have any problems.
- 1.1.8 PIN/PAN. The vendor shall provide software for issuing a unique PIN. This number will be used to track the calling patterns of incarcerated persons and residents, trace abuse and harassment calls, and restrict calls to specific locations and telephone numbers.
- 1.1.9 The vendor's software shall be configured such that a unique PAN list will follow an offender from facility to facility.
- 1.1.10 The vendor will accept currently issued PINs (active and inactive). The vendor's software shall be configured such that an incarcerated person is issued one PIN upon incarceration and that PIN will stay the same throughout each incarceration.
- 1.1.11 Voice Mail
  - 1.1.11.1 The Vendor shall provide software and related tools for civilians to leave voice mails for incarcerated persons and residents.
- 1.1.12 System Management
  - 1.1.12.1 The Vendor shall provide a system that is configurable for watch lists, restrictions on specific Incarcerated Persons and residents, timing limits on length of calls, time of day of calls, and the ability for the facility to turn off all phones from one central location by phone, living unit, housing unit, group, or facility. Vendor shall provide cut-off keys when required by state.
  - 1.1.12.2 The Vendor agrees the telephone system must allow a called party to receive and accept a one-time two (2) minute call from an incarcerated person following the normal call validation and screening processes (i.e. a new customer that has not established a per-paid account). Once the call has been completed, the vendor must contact the called party to establish a pre-paid account.
  - 1.1.12.3 The Vendor shall supply a detailed definition of system interfaces. The system interfaces should include any and all connections if applicable including database, web services, systems, and external entities. The list should also include a description of the interface such as Open Database Connectivity (ODBC), Native SQL Client, sFTP, drive mappings etc.

- 1.1.12.4 The vendor's data exchanged via Extensible Markup Language (XML) shall meet standards for XML Structures and Schema.
- 1.1.12.5 The Vendor agrees the telephone system will expose application programming interface (API) data interfaces so that automated data checking and provision is capable of being implemented with other agencies and vendors in the future.
- 1.1.12.6 The offender telephone system shall have the ability to import and export data in a variety of standard formats, including fixed width, delimited, csv, xml, text, and Microsoft Excel.
- 1.1.12.7 The Vendor shall provide an annual Technology Plan that identifies all planned hardware and operating system software upgrades. Key elements to the Plan must include an executive summary, hardware strategy (including server strategy, storage strategy, connectivity strategy, router environment, and network security strategy), and software strategy (including O/S, DBMS, and independent software vendor product considerations). The State will review and approve the annual plan. The vendor must provide documentation related to technology upgrades when requested.

#### 1.1.13 Recordings

- 1.1.13.1 The Vendor will provide central digital recording of all completed calls, including traditional, TDD/TTY, VRS, and caption. Recordings must be accessible by designated staff from approved devices (desktop, laptop, smart phone) in a common format such as WAV or MP3. All recordings shall be retained in accordance with the State's AUDIT/RETENTION OF RECORDS policies listed in Section F.5. At the end of the contract vendor will provide recordings to the State with applicable software to ensure the recordings remain accessible.
- 1.1.13.2 The Vendor agrees the telephone system must record and store each offender call and the call detail as they occur in real-time to a central primary recording and storage location and a secondary recording and storage location. For the purposes of the contract, real-time shall be defined as including a maximum sixty (60) second lag time from the actual phone conversation to the primary and secondary recording and storage solutions to account for the system traffic and necessary transmission time.
- 1.1.13.3 The Vendor agrees that in addition to the primary central location for digital recordings they shall establish a secondary recording and storage location in a separate physical location in a separate building from the primary storage location, as chosen by the vendor.

#### 1.1.14 Past Recordings Storage

- 1.1.14.1 The Vendor shall provide storage for recordings and data from the current contract to allow the State to use the data as part of its analysis. Data will be integrated into the vendor's data analysis tools.

#### 1.1.15 Intelligence Software Tools

- 1.1.15.1 The Vendor shall provide a system that will provide analytical and intelligence tools related to the inmate call system. Software shall include translation software, transcription software, and the ability to import/export global justice xml data. Software must be capable of importing existing intelligence data contained by the State or other criminal justice agencies. Software must also include a search link for billing name and address verification via internet/public records. Vendor shall provide up to 40 hours per week of speech to text translation and transcription
- 1.1.15.2 The telephone system shall have a feature activation code or speed dial (i.e. #95) to allow an offender to place an anonymous call to a predetermined location (PREA or Confidential Informant). The same feature activation code shall be used at all institutions. The vendor agrees the calls will be free to the incarcerated person and to the State.
- 1.1.15.3 In all circumstances, the offender telephone system shall limit the offender to a single call request. The offender telephone system must always require the offender to disconnect a call before initiating another call.

#### 1.1.16 Voice Biometrics

- 1.1.16.1 The vendor will provide as part of the solution, software for voice biometrics. The biometrics system must be capable of non-controlled enrollment process. The enroll process used will be at the discretion of the state agency. Non-covert offender self-enrollment and vendor assisted enrollment are not acceptable.
- 1.1.16.2 The system shall conduct an independent sample of caller via the offender phone system and store pattern matching algorithms of the subject and continuously gather samples of the offender for voice pattern recognition to identify the caller.
- 1.1.16.3 The telephone system shall, at a minimum, include the following search and identification capabilities for calls that include an incarcerated person's stored biometrics data. The telephone system must provide a report documenting results from each search and identification performed.
- 1.1.16.4 The system shall allow searches on all calls on which an incarcerated person's voice signature and name appears whether or not that inmate initiated the call.
- 1.1.16.5 The system shall allow searches on all calls where multiple voice signatures and names appear for IDOC/IDJJ incarcerated persons.
- 1.1.16.6 The system shall allow searches on all calls where an incarcerated person's voice signature and name is found on the same call as another inmate in a different correctional facility.
- 1.1.16.7 The system shall identify the voice signature and name of a called party and locate all calls in the call database in which that voice signature appears, whether they are talking to current or previously released incarcerated persons.

1.1.16.8 The system shall identify all high-interest incarcerated persons calls by incarcerated persons voice signature and name.

1.1.16.9 The offender telephone system shall be capable of identifying post-call voice biometric identification processing.

#### 1.1.17 Account Management

1.1.17.1 The contractor shall provide twenty-four (24) hour, seven days per week immediate telephone support for state agency personnel to resolve technical problems for hardware, software, data connectivity, contractor network, monitoring, and recording system. The contractor must provide immediate access to a person knowledgeable and able to provide information to resolve the problems.

1.1.17.2 The Vendor's representative shall function as the single point of contact for the State, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liability for all problems and issues relating to all hardware, software and services provided.

1.1.17.3 The vendor shall have an issue tracking tool; tool must have the capability to run reports by facility and issue type, including repairs and outages.

1.1.17.4 The vendor shall provide sufficient, qualified personnel to support the implementation and operation of the system. The vendor's personnel should be located on-site through the implementation of the system. The vendor shall provide personnel to support the implementation and operation of the system who must have excellent English communication skills.

1.1.17.5 The Vendor agrees they shall either immediately cure any performance-related issues by vendor staff, including possible misconduct, or provide prompt replacement of applicable vendor's staff providing services under the contract, pursuant to the substitution of personnel requirements herein. However, if required by the State, due to the severity of the circumstance, the vendor must provide prompt replacement of applicable staff members without being given an opportunity to cure staff misconduct.

#### 1.1.18 Service Level Agreements - Vendor Information

1.1.18.1 The vendor must respond within two (2) hours of notification of any major outage. A major outage is defined as a failure of twenty-five percent (25%) or more of the stations at any single location, all stations in one inmate living area, building, cellblock, or pod, to include call processing: any disruption to the call restriction capabilities; or any loss or impairment of the ability of the institutions personnel to administer and manage the service. Failure includes loss or malfunction of software required for proper operations of the service and/or loss of service from the local exchange carrier of Interexchange carrier. Major outages includes any outage, impairment, or degradation of service the IDOC/DJJ deems critical, for whatever reason.

- 1.1.18.2 The Vendor must respond within twenty-four (24) hours of notification of any minor outage. A minor outage is defined as a failure which is not designated as a major outage. Minor outages extending greater than thirty (30) clock hours will automatically upgrade to a major outage.
  - 1.1.18.3 The Vendor agrees all internal user components must be accessible to all end users for a minimum from 6:15 a.m. to 6:00 p.m. Central Time, seven (7) days a week with a 99.9% uptime guarantee.
  - 1.1.18.4 The Vendor agrees all public facing components must be accessible 24 hours a day, seven days a week, and with a 99.9% uptime guarantee, except for scheduled maintenance that has been mutually agreed upon between the vendor and the State.
  - 1.1.18.5 The Vendor agrees scheduled maintenance and down time must be performed during off hours; hours that fall outside of the production time frame cited above.
  - 1.1.18.6 The Vendor agrees all unscheduled downtime during these hours must be reported to the designated State personnel.
  - 1.1.18.7 The Vendor agrees the telephone system must monitor and track uptime, response times, and all other elements of the SLA for all system components.
  - 1.1.18.8 Monthly reports shall be provided to State designated personnel to document system and application performance against all elements of the SLA.
  - 1.1.18.9 The Vendor shall develop a guide to be used in a disaster recovery situation. This guide must document the appropriate vendor contacts and the steps and procedures to be followed and the components to be moved in case a disaster situation forces offsite recovery of the solution. This guide must document the assumptions the vendor makes about the State's existing disaster recovery plan, the State's existing disaster recovery capacity, and the State's desired recovery time objectives and recovery point objectives. The vendor should develop this guide in conjunction with the agency and must include several options to reflect and address the assumptions being made. The guide must identify specific responsibilities and tasks that the vendor expects or requires of the State in a disaster recovery situation.
- 1.1.19 Information Security. The Vendor shall provide their information security plan, the security policies, and procedures in place to ensure the protection of information received, created, and recorded.
- 1.1.19.1 All State of Illinois (SOI) Data must be stored, processed, and retained within the United States. SOI Data should also be encrypted (at minimum 256-bit AES & SSL encryption) in transit and at rest. This requirement is derived from Publication 1075, Section 5.3., wherein it states that "FTI cannot be accessed by agency employees, agents, representatives, or vendors located offshore-outside of the United States territories, embassies or military installations. Further, FTI may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located offshore." The SOI recognizes Publication 1075 as a definitive requirement in

the case of FTI, and as a good business practice in all other instances of sensitive, confidential or protected data. As a result, a comprehensive Risk Assessment should be conducted to categorically exclude any potentially sensitive, confidential, or protected data from this requirement.

1.1.19.2 The Vendor shall supply the database group with the logical and physical data models of the system and the associated data dictionary.

1.1.19.3 The vendor shall supply a database security diagram.

1.1.19.4 The vendor shall supply an application architecture diagram.

1.1.19.5 All aspects of the system design and development shall meet industry wide best practices.

1.1.19.6 Vendor shall maintain a robust and reliable data backup system. Vendor must perform a daily backup of the data and systems. Vendor must maintain at a minimum, sixty (60) days of current data backups. All backups older than 60 days shall be archived and securely transported to a secure external site. All backup data shall be retained in accordance with the State's AUDIT/RETENTION OF RECORDS policies listed in Section F.5. Daily backup reports of all successful/failed systems backups/archives must be provided to the State. Data recovery must be accomplished with a minimum slowdown of system functions. Vendor must provide a copy of all data to the State without delay upon request by the State.

1.1.19.7 Vendor shall only use State or Participant data, or State-related or Participant-related data for the purposes stated in this Contract. Vendor shall not use State or Participant data, or State-related or Participant-related data, for any other purpose, including, but not limited to, data mining or bids on other government contracts. Vendor and/or its agents shall not resell nor otherwise redistribute information gained from its access to the State or Participants.

1.1.19.8 Vendor will notify the State's Chief Information Security Officer within 24 hours of any identified information breach or other security incident which impacts the State's data or application.

1.1.19.9 If not specifically addressed in other Vendor Information Technology Requirements, vendor must adhere to State of Illinois and CMS technology and security Policies, Procedures, and Standards.  
<https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx>

#### 1.1.20 Future Growth and Technology Changes

1.1.20.1 All products furnished shall be new, unused, most recent manufacture, and not discontinued. Given the changing marketplace and the evolution of technology, the State, during any term of the contract, may review new and enhanced products, maintenance and support services, or equipment offered by Vendor that are within the scope of the contract. In addition, if an item becomes discontinued or otherwise

not available during any term, the vendor may propose to substitute an equivalent or better product. Any new technology the State takes advantage of must, at a minimum, replace a function or solution that the contract already covers

**1.1.21 Facilities**

<b>IDOC Locations</b>			
<b>Facility</b>	<b>Address</b>	<b># of Current Phones</b>	<b>Bed space</b>
Big Muddy River CC	251 N. Illinois Highway 37 Ina, IL 62846-1000	72	1958
Centralia CC	9330 Shattuc Rd PO Box 1266 Centralia, IL 62801	97	1572
Danville CC	3820 E Main St. Danville, IL 61834	103	1864
Decatur CC	2310 E Mound Rd P.O. Box 3066 Decatur, IL 62524	48	790
Dixon	2600 N. Brinton Ave. Dixon, IL 61201	106	2529
East Moline	100 Hillcrest Rd. East Moline, IL 61244	68	1452
Graham	12078 IL RT 185 Hillsboro, IL 62049	82	2012
Hill CC	600 S. Linwood Rd. Galesburg, IL 61401	70	1867
Illinois River	1300 West Locust St. Canton, IL 61520	82	2094
Jacksonville CC	2260 East Morton Ave. Jacksonville, IL 62650	35	1628
Greene County Work Camp	Route 67 Roodhouse, IL 62082	9	200
Pittsfield Work Camp	23540 365 <sup>th</sup> St Pittsfield, IL 62363	14	400
Joliet Treatment Center	2848 West McDonough Joliet, IL	22	482
Kewanee CC	2021 Kentville Road Kewanee, IL 61443	39	600
Lawrence CC	10940 Lawrence Rd. Sumner, IL 62466	162	2458
Lincoln CC	1098 W 1350 <sup>th</sup> St Lincoln, IL 62656	32	1019
Logan CC	1096 W 1350 <sup>th</sup> Lincoln, IL 62656	71	2019
Menard	711 Kaskaskia St Menard, IL 62259	432	3861
Pinckneyville CC	5835 Stat Rte. 154 Pinckneyville, IL 62274-3410	172	2701

DuQuoin Impact Incarceration	RR. 1 P.O. Box 470 DuQuoin, IL 62832	12	300
Murphysboro CC	636 Elza Brantley Dr. Murphysboro, IL 62966	13	248
Pontiac CC	700 W Lincoln PO Box 99 Pontiac, IL 61764	169	2298
Robinson CC	13423 E 1150 <sup>th</sup> Robinson, IL 62454	54	1223
Shawnee CC	6665 St Rt. 146 East Vienna, IL 62995	69	2147
Sheridan CC	4017 E 2603 Rd P.O. Box 38 Sheridan, IL 60551	87	2104
Southwestern Illinois CC	950 Kingshighway East St. Louis, IL 62203	18	731
Stateville CC and Northern Reception Center	16830 S. Rt. 53 Crest Hill, IL 60403	359	969 2201
Taylorville CC	Rte. 29 South P.O. Box 1000 Taylorville, IL 62568	56	1221
Vandalia CC	1825 North Highway 51 Vandalia, IL 62471	86	1700
Vienna CC	6695 State Rt. 146 East Vienna, IL 62995	99	1963
Dixon Springs Impact Incarceration	979 State Highway 146 West Golconda, IL 62938	30	252
Western CC	2500 Route 99 South Mt. Sterling, IL 62353	80	2173
Clayton Work Camp	306 Correctional Drive Clayton, IL 62324	12	150
Peoria Adult Transition Center	607-613 Main Peoria IL 61602	24	248
<b>DJJ Locations</b>			
<b>Facility</b>	<b>Address</b>	<b># of Phones</b>	<b>Average Population</b>
IYC - Chicago	136 N Western Ave, Chicago, IL 60612	8	67
IYC - Harrisburg	1201 W. Poplar Harrisburg, IL 62946	28	126
IYC - Pere Marquette	17808 State Highway 100 W Grafton, IL 62037	7	36
IYC - St. Charles	3825 Campton Hills Rd. St. Charles, IL 60175	16	138
IYC - Warrenville	30 West 200 Ferry Rd. Warrenville, IL 60555	9	28
<b>DHS Locations</b>			
<b>Facility</b>	<b>Address</b>	<b># of Phones</b>	<b>Average Population</b>
Rushville	1680 County Farm Rd,	24	



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

If checked, see the attached BidBuy Purchase Order for a Description of Supplies and/or Services.

- 1.2. **MILESTONES AND DELIVERABLES:** The Vendor will replace existing service and install new service at all IDOC facilities, DJJ facilities, and DHS Rushville. Within 30 days of the execution of contract, the Vendor shall present an implementation plan to the State for its approval. The plan shall include, at a minimum, the specific tasks, major milestones, implementation dates, roles, responsibilities and deliverables for implementation at each facility. The implementation plan will include a training schedule for facility and statewide staff on the use of software and analysis tools, as well as marketing materials for transition for facility staff, offenders, and friends and family.
- 1.2.1. Within 30 days of the execution of contract, the Vendor will establish a data interface with the State and current vendor for files related to callers, existing PINs, and calling restrictions. The Vendor will present to the State file layouts and a plan for data exchange.
- 1.2.2. Within 30 days of the execution of the contract, the Vendor will put in place the full time vendor representative, and said person will meet in person with contract manager.
- 1.2.3. Within 30 days of the execution of this contract, the Vendor will submit to the State for its approval a list of proposed functional tests to be performed on the service installed at each institution. The tests proposed by the Vendor must be capable of demonstrating whether or not the service meets the requirements noted in the contract. The State will have the right to review the tests proposed by the Vendor, and to add additional tests and requirements as it deems necessary to demonstrate whether the service complies. The tests proposed by the Vendor, as approved, modified, and added to by the State, will constitute the "Acceptance Test".
- 1.2.4. The phone implementation will be completed within 120 days. The remainder of the contract deliverables shall be implemented within 180 days from the execution of the contract in accordance with the Implementation Plan described in Section 2.1.1.
- 1.2.5. Upon completion of the implementation, the Vendor shall provide a monthly report to the State on call volume by facility; format and data to be provided will be agreed to by the State and the Vendor.
- 1.2.6. Within 10 days of the termination of this contract the Vendor will provide to the State or designee, data pertaining to the call system and the recordings with software necessary for the State to search data, access and download recordings.
- 1.2.7. After transfer of data back to the State of Illinois and/or migration of data to a new or replacement system, and following verification of the data, Vendor must purge any of the State's data that resides on its computer hardware or software. Vendor must perform this purge in a manner no less restrictive than set forth in the requirements for "Purge" contained in NIST Special Publication 800-88, Appendix A: Minimum Sanitization Recommendation for Media Containing Data. Agency reserves the right to verify that data has been properly transferred prior to erasure and to ensure that the data has been removed per this agreement. Vendor must certify in writing the method used including the date and time of data destruction.

- 1.2.8. Vendor must allow the State of Illinois Technical Safeguards Unit the ability to perform vulnerability scans at initial implementation and when there are major modifications to the system.
- 1.2.9. Vendor must develop a System Security Plan (SSP) using the guidance from NIST Risk Management Framework (RMF) (NIST SP 800-18) to establish an information security program in accordance with the Federal Information Security Management Act (FISMA) and demonstrate compliance. Vendor will provide a security architecture diagram of Vendor's hosting environment as applicable to the protection of the State's data and application.
- 1.2.10. Security Control Assessment – Vendor must perform an internal security control assessment. Guidance to conducting and documenting a Security Control Assessment can be obtained from NIST SP 800-53A Guide for Assessing Security Controls in Federal Information Systems. The results of this assessment will be documented in a Security Assessment Report (SAR) to be approved by the State.
- 1.2.11. Security Risk Assessment: Once Vendor receives the approved SAR, Vendor must then develop a Security Risk Assessment based on the applicable security controls. Guidance to conducting and documenting the Security Risk Assessment can be obtained in NIST SP 800-30.
- 1.2.12. Plan of Action and Milestones (POA&M): After Agency reviews and approves the Security Risk Assessment, Vendor shall develop a POA&M. The POA&M should be a living document that is based on the findings and recommendations of the security assessment report. The POA&M should describe the deficiencies in the security controls, address the residual risk and detail plans for remediation. Vendor will provide the State monthly updates regarding progress toward remediation of identified deficiencies in security controls.
- 1.2.13. Life-Cycle Management: Vendor or its Business Associate shall perform security system reviews and reauthorization of the system at the direction of Agency. Vendor or its Business Associate shall be responsible for meeting the following requirements:
  - 1.2.13.1. Performing continuous monitoring of the security system. Vendor's continuous monitoring must include periodically selecting a subset of the baseline controls for assessment. Based on assessment of these controls, subsequent remediation actions must be identified and implemented. The ongoing remediation process should include updating key documents such as the SSP and POA&M.
  - 1.2.13.2. Prior to any system or environmental modifications, Vendor must perform a security impact analysis. This must be included as a part of any change management or configuration management process. If the results of the modification indicate changes to security posture of the system, corrective actions should be initiated and appropriate documents revised and updated. The updating of the documentation and continuous monitoring should provide near real-time risk management.
- 1.2.14. A monthly Security Status Report must be produced by the Vendor for Agency. The Status Report should provide essential information regarding the security posture of the system as well as the effectiveness of the controls deployed. Ongoing monitoring activities should be detailed as well as ongoing remediation efforts to address known vulnerabilities.
- 1.2.15. Vendor shall have a documented security incident policy and procedure and must provide a copy with its proposal.

1.2.16. Vendor certifies it has undertaken independent third-party audit Statement on Standards for Attestation Engagements (SSAE-16) certifications and must provide the State with SOC 2 Type 2, or equivalent certifications and other related documents, at initial implementation and on an annual basis going forward.

**1.3 VENDOR / STAFF SPECIFICATIONS:** The Vendor's current employees who perform the services under the current contract are covered by a collective bargaining contract. In accordance with Illinois law (30 ILCS 500/25-80), in order to be considered a responsible bidder and eligible for award you must (a) offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid of Offer, and (b) offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract. By submitting a bid or Offer to us you are certifying you will comply with this law.

**1.4 TRANSPORTATION AND DELIVERY:** N/A

**1.5 SUBCONTRACTING**

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.5.1 Will subcontractors be utilized?  Yes  No

- Subcontractor Name: G5 Tek Solutions, LLC

Amount to be paid: 20% of Revenue, based on minutes from RFP Addendum #5

Address: PO Box 1443, Suwanee, GA 30024-1443

Description of work: PIN/PAN Processing, Site Administration, On-Site Field Technician Support

- Subcontractor Name: The ROSS Agency, Inc.

Amount to be paid: 3% of Revenue, based on minutes from RFP Addendum #5

Address: 2131 White Oaks Drive, Springfield, IL 62704

Description of work: Investigation Services

If additional space is necessary to provide subcontractor information, please attach an additional page

- 1.5.2 All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.5.3 If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.5.4 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.
- 1.5.5 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of the Contract are done at the sole risk of the Vendor and subcontractor(s).

#### 1.6 SUCCESSOR VENDOR

- Yes  No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

- 1.7 **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Click here to enter text  
Value of services performed at this location: Click here to enter text
- Location where services will be performed: Click here to enter text  
Value of services performed at this location: Click here to enter text

**2 PRICING**

**2.1 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is Estimated.

**2.1.1** Pricing for this solicitation shall comply with Public Act 099-0878. Specifically, Section 5 of that Act amended 730 ILCS 5/3-4-1 by adding the following new paragraph, (a-5):

(a-5) Beginning January 1, 2018, the Department of Central Management Services shall contract with the qualified vendor who proposes the lowest per minute rate not exceeding 7 cents per minute for debit, prepaid, collect calls and who does not bill to any party any tax, service charge, or additional fee exceeding the per minute rate, including, but not limited to, any per call surcharge, account set up fee, bill statement fee, monthly account maintenance charge, or refund fee as established by the Federal Communications Commission Order for state prisons in the Matter of Rates for Interstate Inmate Calling Services, Second Report and Order, WC Docket 12-375, FCC 15-136 (adopted Oct. 22, 2015). Telephone services made available through a prepaid or collect call system shall include international calls; those calls shall be made available at reasonable rates subject to Federal Communications Commission rules and regulations, but not to exceed 23 cents per minute. This amendatory Act of the 99th General Assembly applies to any new or renewal contract for inmate calling services.

**2.1.2 Domestic Calls:** The State requires that the Vendor state the firm, fixed rate per minute for a collect or pre-paid call. The Vendor shall not charge called parties and/or offenders discretionary fees in addition to the per-minute rate for collect and pre-paid calls; local, state and federal fees/taxes; and the set-up charge per collect calls.

**2.1.3 International Calls:** The State requires that the Vendor state the firm, fixed rate per minute for international calls. The Vendor shall not charge called parties and/or offender's discretionary fees in addition to the offender's per minute rate for international calls; local, state, federal and international fees/taxes; and the set-up charge per collect calls. International calls shall be prepaid only.

**2.1.4 Voicemail:** The State requires the vendor to state a firm price for each voice mail provided for incarcerated persons and DHS residents, and the percentage of commission that will be reimbursed separately to each Agency.

**2.2 EXPENSES ALLOWED:** Expenses are not allowed.

**2.3 DISCOUNT:** The State may receive a 0% discount for payment within N/A days of receipt of correct invoice.

**2.4 VENDOR'S PRICING:** Attach additional pages if necessary.

**2.4.1 Vendor's Price for the Initial Term:**

Rate in \$0.000 per minute – All Intrastate and Interstate Calls (collect and pre-paid)	\$0.009
Rate in \$0.000 per minute - International (pre-paid only)	\$0.230
Rate \$0.000 per Voicemail	\$1.990

Commission Rate for Voice Mail only (Vendor will compensate the State in % of gross Voice Mail revenue)	0 %
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**BB** For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Pricing.

If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

2.4.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

**2.5 MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$N/A without a formal amendment.

### 3 TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of 7/1/2018 to 6/30/2021. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

### 3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of 7 years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

**3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by



that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

**3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**3.5 OTHER TERMINATION:** The State may also terminate, in whole or in part, this contract without advance notice pursuant to Section 3.7.

**3.6 SUSPENSION:** The State may suspend, in whole or in part, this contract without advance notice pursuant to Section 3.7.

**3.7 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or DoIT reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease and DoIT's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

## 4 STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 **Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	N/A
Attn:	N/A
Address:	N/A
City, State Zip	N/A

See attached BidBuy Purchase Order

**BB** For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall

not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

**4.16 APPLICABLE LAW:**

**4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

**4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

**4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

**4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

**4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.

**4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

**4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity

**4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

**4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature

would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

**4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

**4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

**4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

**EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

**4.27. SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.27.1 The procuring Agency and the State do not waive sovereign immunity;

4.27.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.27.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.27.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.27.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.27.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and

4.27.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.



## 5. SUPPLEMENTAL PROVISIONS

### 5.1. STATE SUPPLEMENTAL PROVISIONS

- Agency Definitions

Click here to enter text.

- Required Federal Clauses, Certifications and Assurances

Click here to enter text.

- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Click here to enter text.

- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.

Click here to enter text.

- Agency Specific Terms and Conditions

Click here to enter text.

- Other (describe)

Click here to enter text.

### 5.2. VENDOR SUPPLEMENTAL PROVISIONS

Exhibit A – Securus Statement of Work – Attached hereto and incorporated by reference herein

## EXHIBIT A - Securus Statement of Work

This Statement of Work ("SOW") is by and between the Department of Innovation and Technology ("you" or Customer") and Securus Technologies, Inc., ("we," "us," or "Provider") and is part of the Standard Contract Form (collectively, the "Agreement") between Customer and Provider.

The parties agree as follows:

1. **Applications.** This SOW specifies terms and conditions under which we will provide certain inmate-related services and applications (the "Application(s)") to you.
2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facility or facilities identified in the Schedule (the "Facility" or "Facilities"). You are responsible for the manner in which you and your respective users use the Applications.
3. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates").
4. **Ownership and Use.** Notwithstanding any other provision of the Agreement, including but not limited to Sections 1.1.2.1 and 4.9, we (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) the System, (iii) all related documentation, and (iv) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.
5. **Confidentiality and Non-Disclosure.** The System, Applications, and related call records and information (the "Confidential Information") will at all times remain confidential to Provider. Customer understands and acknowledges that Provider, as a common carrier, is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer understands and acknowledges that such Confidential Information may be exempt from public disclosure and you agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you will only access the Software with computer systems that have effective firewall and anti-virus protection.
6. Customer acknowledges that the information available through the below described Applications includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer will (a) restrict access to such Applications to those law enforcement personnel who have a need to know as part of their official duties; and (b) ensure that its employees (i) obtain and/or use information from each such Application only for lawful purposes. Furthermore, Customer understands and acknowledges that all information used and obtained in connection with each such Application is "AS IS." Customer further understands and acknowledges that such Applications uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer will not rely on Provider for the accuracy or completeness of information obtained through such Applications.

## CALL MANAGEMENT SYSTEM

### DESCRIPTION:

**Secure Call Platform:** Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

SCP also includes the ability to integrate inmate Debit accounts. A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call to complete the call and pay for the call using the inmate's Debit account. If implemented, Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. If implemented, Customer also agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control. In addition, Provider will invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.

### CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

### DESCRIPTION:

**Secure Calling Platform User Interface.** We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"). Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and will not transmit, retransmit, or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply with all Provider Use Terms and Conditions and as directed herein.

WORKSTATION REQUIREMENTS	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Vendor supports the latest widely used browsers.
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework

4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

*\*XP Media center edition not supported*

### THREADS™

#### DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

#### COMPENSATION:

The cost of THREADS™ was considered and included in offering the other terms contained herein.

#### COMMUNITY FEATURE:

Customer has elected to opt in to the community feature, and Customer will determine which communities are applicable. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review. IDOC has the ultimate right to opt in or out of this feature at any time.

### INVESTIGATOR PRO™

#### DESCRIPTION:

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected.

#### COMPENSATION:

The cost of Investigator Pro™ was considered and included in offering the other terms contained herein.

### ICER™

#### DESCRIPTION:

The ICER™ system provides authorized users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

### AUTOMATED INFORMATION SERVICES VOICEMAIL

The AIS™ Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation.

AIS™ Voicemail – If deployed, friends and family will pay up to a \$1.99 usage fee for each voicemail they leave.

### VIDEO RELAY SERVICE

#### DESCRIPTION:

Securus' Video Relay Service application ("VRS") provides a fully integrated video relay service offering into the Secure Call Platform (SCP) allowing critical call controls to be maintained. This service allows deaf and hard-of-hearing inmates the ability to communicate with friends and family via a videoconferencing service. Vendor will install one VRS system per facility at an agreed location in such facility, unless otherwise agreed to by the parties.

**COMPENSATION:**

The cost of VRS was considered and included in offering the other terms contained herein.

**VRS TERMS OF USE:**

1. Customer understands and agrees that it is solely responsible for the following:
  - a. Determining which inmates are eligible to use VRS.
  - b. Providing inmates access to the VRS application.
  - c. Configuring SCP to allow eligible inmates access to the VRS application on ConnectUs-enabled terminals.
  - d. Designating which VRS numbers for which calls are not to be recorded, by marking those numbers as "private" within SCP.