

REQUEST FOR PROPOSALS

RFP NUMBER: DYS110101

DATE ISSUED: May 18, 2010

The Ohio Department of Youth Services (ODYS) is requesting Bids for:

Youth Call Out Program and Related Services

INQUIRY PERIOD BEGINS: May 18, 2010

INQUIRY PERIOD ENDS: June 7, 2010, 8:00 AM Eastern Standard Time

OPENING DATE: June 11, 2010, 2:00 PM Eastern Standard Time

OPENING TIME: 3:00 P.M. Eastern Standard Time

OPENING LOCATION: CENTRAL OFFICE
(Deliver Sealed Bids to this Address) 51 North High Street
Columbus, OH 43215

ATTN: Alan Childress – Agency Procurement Officer

TABLE OF CONTENTS

SECTION 1 - GENERAL INSTRUCTIONS	5
1 <u>General Instructions</u>	5
1.1 <u>Contacts</u>	5
1.2 <u>Inquiries/Clarifications</u>	6
1.3 <u>Bid Deadline and Requirement</u>	6
1.4 <u>Waiver of Defects</u>	7
1.5 <u>Bid Instructions</u>	7
1.6 <u>RFP Timeframe Requirements</u>	8
1.7 <u>Addendum to Bids</u>	8
1.8 <u>Communication Restrictions</u>	8
SECTION 2 - GENERAL OVERVIEW	9
2.1 <u>Purpose</u>	9
2.2 <u>Abstract</u>	9
2.3 <u>Technical and Equipment Needs</u>	9
2.4 <u>Overview of the YCOP</u>	10
2.5 <u>Expected Duration of Contract</u>	11
2.6 <u>Pre-Award Performance Demonstration</u>	11
2.7 <u>Proposer Qualification Statement</u>	12
2.8 <u>Proposer’s Mandatory Minimum Qualifications</u>	12
2.9 <u>Walk Through</u>	13
2.10 <u>List of Institutions</u>	13
SECTION 3 - GENERAL TERMS AND CONDITIONS	15
3.1 <u>Performance</u>	15
3.2 <u>Project & Contract Administration</u>	16
3.3 <u>Ownership & Handling Of Intellectual Property & Confidential Information</u>	24
3.4 <u>Representations, Warranties And Liabilities</u>	27
3.5 <u>Acceptance And Maintenance</u>	29
3.6 <u>Construction</u>	36
3.7 <u>Law & Courts</u>	37
3.8 <u>Contract</u>	39

SECTION 4 - PROPOSAL CONTENT.....40

4.1 General..... 40

4.2 Executive Summary/Cover Letter..... 41

4.3 Equipment Manufacturer's Profile 42

4.4 Proposer Profile..... 42

4.5 Key Personnel Profile Summaries..... 42

4.6 Contract Performance..... 43

4.7 YCOP Equipment and Software Capabilities, Both Present and Future..... 44

4.8 Technical Documentation 44

4.9 Proposer's Response to Section 5 of this RFP..... 44

4.10 Implementation and Training Plan with Time Line..... 44

4.11 Maintenance Plan 44

4.12 Financial Overview..... 45

4.13 Proof of Insurance..... 46

4.14 Required specifications 45

4.15 Commercial and proprietary materials..... 46

4.16 Conflict of interest..... 47

4.17 General contract terms and conditions..... 46

4.18 Declaration Regarding Material Assistance..... 46

SECTION 5 - SYSTEM REQUIREMENTS 47

5.1 General Proposer Requirements..... 47

5.2 General System Requirements..... 49

5.3 Central Database 51

5.4 Personal Identification Numbers (PINs)..... 53

5.5 Restrictions and Fraud Control Options..... 54

5.6 General Station Equipment (Telephone) Requirements 55

5.7 Voice Quality..... 57

5.8 Americans with Disabilities Act (ADA) Compliance..... 58

5.9 Collect Call Services..... 58

5.10 Miscellaneous Requirements..... 59

5.11 System Calling Protocols 59

5.12 General System Operational Requirements 62

5.13 System Capacities..... 62

5.14 Software Enhancements/Upgrades..... 65

5.15 General System Management Requirements..... 65

5.16 Data Back-Up..... 65

5.17 System Reports 65

5.18 Youth Account Information 65

5.19 Additional Operation Requirements 67

5.20 Transition And Implementation Requirements 68

5.21 Implementation Team 68

5.22 System Testing 70

5.23 System Acceptance 71

5.24 System Documentation 71

5.25 Training Requirements 71

5.26 Post Installation And Expansion Requirements 71

5.27 Phase Out Plan 72

5.28 Youth Prepaid ("Debit") Calling Option 73

5.29 Proposer's YCOP Interaction/Integration with ODYS's Youth Personal/Commissary 71

5.30 Kiosk Plan (Option for ODYS) 71

5.31 Deposit Processing 71

5.32 General Maintenance 72

5.33 Customer Service 73

SECTION 6 - GENERAL CONDITIONS 81

6.1 Installation of the YCOP Equipment and Software 81

6.2 Wiring Standard 82

6.3 Patching and Painting 83

6.4 Firestopping and Smoke Seals 83

6.5 Security 84

6.6 Safety 84

6.7 Problem Notification 85

6.8 Delivery 84

SECTION 7 - EVALUATION OF PROPOSALS 85

7.1 Disclosure of Proposal Contents 85

7.2 Rejection of Proposals 85

7.3 Evaluation of Proposals - General 85

7.4 Clarifications 87

7.5 Initial Review 87

7.6 Committee Evaluation of the Proposals 88

7.7 Evaluation of Proposer's Performance History with Other Jurisdictions 88

7.8 Interviews, Demonstrations, and Presentations 88

7.9 Weighting of Evaluation Criteria 89

7.10 Contract Negotiations 89

7.11 Contract Award 90

7.12 Notice of Award 90

GENERAL INSTRUCTIONS

1.0 GENERAL INSTRUCTIONS

Attached is the Ohio Department of Youth Services` (ODYS) Request for Proposal (RFP) for the Youth Call Out Program. If interested, Proposer should respond as indicated in Section 4, and organize an indexed binder with all documentation required. Provided below are additional requirements and directions for all potential Bidders.

After reviewing all RFP sections, Proposers should the format their response to include all requested documents or other attachments.

- Directions for completion of the attached checklist:
 1. Sections should all be completed. It is requested that they be typed or legibly printed.
 2. Proposed costs are to be ALL INCLUSIVE. Services will NOT be reimbursed if they are not listed. If the proposed cost is based upon a fee schedule or budget, be sure to attach these documents.
 3. Attach any and all documents requested.
- General Notes:
 1. Questions should be submit as an inquiry as directed in Section 1, General Instructions.
 2. Make a note of the deadline date and time detailed in Section 1.6. This information provides the date and time that your Response must be received by the ODYS Site requesting the bid. Bids received after the bid open date/time will be returned unopened. There will be no exceptions. The time clock at the receiving ODYS site will be the official bid open time.
 3. Be sure to return the ENTIRE package received (not just the “Bidder Response” page but also all attachments), with original signatures, (blue ink is preferred). Return an original and four (4) complete copies of the complete bid package.
 4. Attached is a “Provider Checklist” to assist you with completing the RFP package which is to be returned to ODYS.

1.1 Contacts

The following section provides details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

The following Project Representative shall represent ODYS during the Bid process:

Name: Alan Childress; For Site Visit Coordination: Sarah Thompson
Institution: ODYS Central Office
Address: 51 N. High Street
Columbus, OH 43215
Bid Manager: During the bid process – communication should be only via email, with: Alan Childress, CPPO, Agency Procurement Officer. Inquiries and responses will be posted to the DYS website.

Email: Alan.childress@dys.ohio.gov
Sarah.thompson@dys.ohio.gov

During the performance of the Contract, a Project Representative, Alan Childress, shall represent ODYS and shall be the primary contact for matters relating to the Contract. Sarah Thompson shall represent ODYS in coordination of all site visits. ODYS shall designate the Contract Monitor in writing at the time the contract is awarded.

By submitting a Bid, the Bidder acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.

The State is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in this RFP.

1.2 Inquiries/Clarifications

Bidders may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Timeframe Requirements. To make an inquiry, Bidders must contact the above listed Bid Manager, via email. Responses shall be emailed. All inquiries and responses shall be posted on the website where the bid opportunity is posted. Interested bidders will be able to access the questions and answers during the time the bid is posted.

Bidders may also post an electronic inquiry by accessing the RFP on the State Procurement website at:

www.ohio.gov/procure

Bidders may make inquiries regarding this RFP any time during the inquiry period listed in the Timeframe Requirements.

The State will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Inquiries and or requests for clarification about a specific portion of this RFP must reference the relevant part of this RFP and include the provision heading with the RFP page number. The inquiry must contain the name of the prospective Bidder, and prospective Bidder's representative who should receive the response, including the representative's e-mail address.

Bidders who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with ODYS staff or any other agency of the State to discuss the bid may result in the bidder being deemed not responsive.

1.3 Bid Deadline and Requirement

Each Bidder should submit an original and four (4) complete, sealed, and signed copies of its Bid, with the outside of the envelope(s) clearly marked as indicated in Part Two.

Acceptable delivery methods for submission of contractor Bids are hand delivery, U.S. Mail, any over night or express delivery service, courier or certified mail. All Bids must be received at the submission address indicated within this RFP no later than 3:00 pm, Eastern Standard Time on the listed deadline date. No Bids will be accepted after the deadline. The time clock at the receiving facility will rule the official receipt time.

Submit Bids to the ODYS RFP Project Representative named under the Contact.

ODYS shall reject any Bids or unsolicited Bid addendums received after the deadline. ODYS shall reject late Bids regardless of the cause for the delay. Should a disagreement occur regarding delivery, the Bidder must provide evidence of delivery date and time.

Each Bidder must carefully review the requirements of this RFP and the contents of its Bid. Once opened, Bids cannot be altered, except as allowed by this RFP.

ODYS may reject any Bid if the Bidder takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Bidder's Bid fails to meet any requirement of this RFP.

To protect the integrity of the evaluation and award process, Bid responses will not be available for public viewing until after the contract has been officially awarded. Bidders may not contact ODYS staff, other contractors or any other member of the State to discuss their Bid or to discuss any of the other responses to the RFP. Bidders who attempt to make such contacts may be deemed not responsive.

All Bids and other submitted material will become the property of ODYS and will not be returned. The Bidder should not include proprietary information in a Bid because ODYS maintains the right to use any materials or ideas submitted without compensation to the Bidder. Additionally, all Bids will be open to the public after ODYS awards the Contract.

ODYS will retain all Bids or a copy of them, as part of the contract file for the period of the contract and any subsequent renewals. After the retention period, ODYS may return, destroy, or otherwise dispose of the Bids and copies.

1.4 Waiver of Defects

ODYS maintains the right to waive any defects in any Bid or in the Bidder's submission process. ODYS will only waive immaterial defects if it believes that is in the ODYS's interest.

1.5 Bid Instructions

The Contractor must organize each Bid in a manner consistent with the order of this RFP and any attachments, if any. Bids must be submitted in a sealed envelope(s), with the bid number and title clearly marked on the outside of the envelope. All bids received will be opened at the day/time designated on the cover page of this RFP, unless otherwise addended.

ODYS wants clear and concise Bids. Potential contractors should take care to completely answer questions and meet all RFP requirements.

The requirements for the Bid's contents and formatting are contained in an attachment to this RFP.

ODYS will not be liable for any costs incurred by any Bidder in responding to this RFP, even if the ODYS does not award a Contract through this process. ODYS may decide not to award a service contract. It may also cancel this RFP and contract for these services through some other process or by issuing another RFP.

1.6 RFP TIMEFRAME REQUIREMENTS

RFP Issued:	May 18, 2010
Inquiry Period Begins:	May 18, 2010
Walk Through Opportunities	May 21, 2010 through May 28, 2010
Inquiry Period Ends:	June 7, 2010, 8:00 AM Eastern Standard Time
Bid Due Date:	June 11, 2010, by 3:00 PM Eastern Standard Time
Work Begins:	No later than July 1, 2010

Failure to meet a deadline, in the submission or evaluation phases or any objection to the dates for performance in the Bid phase, shall result in the ODYS not considering the Bid of the Bidder.

1.7 Addendums to Bids

If the ODYS Project Representative decides to revise this RFP before the Proposal due date, addendums will be posted to the ODYS website. There will be no emailed notification of addenda. Proposers will be responsible for monitoring the website to check for addenda or announcements during the dates the RFP is posted on the website.

1.8 Communication Restrictions

From the release of the RFP, until the contract is executed, Proposers shall not communicate with any ODYS employee, except the Project Representative in the manner described in Section 1.2, unless otherwise specified within this RFP. This does not apply to communication during the evaluation process, if ODYS initiates the communication. If a Proposer engages in any unauthorized communication, ODYS Project Representative may deem that Proposer as Not Responsive, and may reject that Proposer's submission.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Ohio Department of Youth Services Youth Call Out Program and Related Services (YCOP) Request for Proposals (RFP)

SECTION 2 - GENERAL OVERVIEW

2.1 Purpose

The Ohio Department of Youth Services (ODYS) is soliciting competitive sealed proposals (Proposals) for its Youth Call Out Program and Related Services (YCOP). If an acceptable Proposal is made in response to this RFP, ODYS may enter into a contract (the Contract) to have the selected Proposer perform the YCOP. This RFP provides details on what is required to submit a Proposal, how ODYS will evaluate the Proposals, and what will be required of the Proposer who executes a Contract (Contractor).

2.2 Abstract

ODYS requests qualified Proposers to submit Proposals for furnishing, installing and maintaining the YCOP for use in selected Juvenile Correctional Facilities. An YCOP will enable ODYS to provide youth with controlled collect calling privileges and provide capabilities to record and monitor these calls.

It is the policy of ODYS (508.02) to provide juveniles access to telephones to make and receive personal calls and instructions concerning use of telephones.

ODYS has special security requirements and has an objective of controlling youth telephone usage and limiting the use of the telephone System for fraudulent activity. A primary goal is to insure the safety and security of staff, youth and the public through the use of current technology.

ODYS is responsible for managing the operation of Juvenile Correctional Facilities located within the state of Ohio. It is estimated that the youth population numbers 1000 +/- 300. These institutions vary in level of security within the correctional facilities. (A map of the ODYS facilities is provided at the end of this bid document)

2.3 Technical and Equipment Needs

ODYS, in addition to other YCOP needs, has a number of technical and Equipment needs that it wants the YCOP to fulfill. It shall be the Proposer's obligation to meet the following needs:

- Replace Youth Telephone Instruments
- Provide all Station Cabling for Youth Telephone Instruments
- Install Call Processors
- Maintain Centralized Data Base

- Provide and Install Digital Playback Equipment On-site & Portable (See Section 2.4)
- Provide Local Exchange Service (Collect)
- Provide Intra and Inter-LATA and Interstate Toll Services (Collect)
- Install and Support Digital and Analog Data Communications Circuits
- Provide Dedicated Full-Time and Back Up Sub-Contractor to Maintain Systems
- Provide Professional System Training

ODYS intends to have ODYS staff, located at each institution and the central office, monitor and control all youth calling. These individuals must have the ability to access the YCOP database via a workstation(s) or personal computer located at each ODYS institution and the central office. The workstation(s) will be used for System administration and for reporting capabilities. (See Section 2.4)

A centralized database is required to be maintained by the Contractor. This centralized database must provide youth data to ODYS staff regardless of which ODYS facility is presently housing the youth. Thus, upon youth transfer, it will not be necessary for ODYS receiving staff to re-enter data that was previously entered. ODYS staff must have the ability to immediately change or modify any calling privileges or restrictions pertaining to youth at their institution. ODYS staff must have the ability to immediately enter, modify or view the database for youth located at the respective institution.

The Contractor shall be the single point of contact and responsible for all Equipment, Hardware, Software, implementation/installation, wiring, training, maintenance/support, and other System matters, required to meet the scope of this RFP, including all subcontractor's responsibilities. The Contractor must provide all coordination required with Local Exchange Carriers (LECs) and long distance carriers during the Contract term.

2.4 Overview of the YCOP

The System Requirements for the YCOP are presented in Section 5 of this RFP.

Written policy, procedure and practice ensure that juvenile offenders have access to a range of reasonably priced telecommunications **telephone** services. ODYS, through award of this bid, shall ensure that:

The Proposer shall provide a Commission Percentage Rate of all gross revenue generated from collect calls placed via the YCOP. One of the evaluation criteria of the RFP will be based on rates and surcharges that are commensurate with those charged to the general public for like services. The awarded contractor will comply with all applicable state and federal regulations. Any deviation from ordinary consumer rates should reflect actual costs associated with the provision of services in a correctional setting.

ODYS requires that Intrastate Tariff Rates be fixed for the term of the Contract.

ODYS cannot guarantee the installation schedule, rate of usage, or number of calls to be processed using the Contractor's YCOP System.

At no time shall there be a cost to ODYS for the installation, maintenance or replacement, of the YCOP System or its components. The Contract shall not result in any costs being paid by ODYS or the State of Ohio.

During the Contract term, the Contractor is responsible for replacement of the YCOP System in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, youth abuse, natural disaster, or youth unrest. All repairs shall be considered a priority and handled with expedience.

2.5 Expected Duration of Contract

Any contract resulting from this RFP will be effective for four (4) years from its initial date.

At the sole option of DYS, this contract may be renewed under the same terms and conditions applicable to this contract for any period of time, up to a maximum of 24 additional months; but, such renewals may not extend beyond the biennium in which the renewal takes place. In order to exercise this option, DYS must advise the Contractor, in writing, sixty (60) days before the expiration of current contract. Rates and units may be negotiated at the time of renewal and must be agreed upon by both parties prior to the commencement of the renewal term.

In accordance with Section 126.07 of the Revised Code of Ohio, this Renewal shall not be valid or enforceable, unless and until the Director, Office of Budget and Management, if applicable, first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

At the expiration/termination of the Contract, the Proposer shall provide ODYS with the YCOP database in a format acceptable to ODYS.

2.6 Pre-Award Performance Demonstration

Proposers may be required to provide a demonstration of their proposed solution. The results of any demonstration shall be included in the evaluation of the Proposer in accordance with Section 7 and elsewhere in this RFP.

The proposed Equipment and Software must be in production and installed and in use by one or more customers of the Proposer. Excluding travel expenses for ODYS representatives to attend demonstration(s), the Proposer will be responsible for any costs for such demonstrations.

2.7 **Proposer Qualification Statement**

In responding to this RFP, Proposer represents that Proposer's company possesses the capabilities, Hardware, Software, and personnel necessary to provide an efficient and successful installation of properly operating Equipment and Software. Proposer must also ensure continued maintenance and support of the proposed System by Proposer's trained and certified personnel, and available parts, over the term of the contract.

Where the Proposer is not the manufacturer of the Equipment a manufacturer's letter of support (sometimes known as an "authorized dealer statement") must be included as part of the response. Content of the letter must mirror the manufacturer's guarantee for the term of the contract.

The Proposal must include a summary, which describes how the Proposer's experience in the telecommunications industry qualifies it to provide the YCOP required in this RFP. The Proposer may demonstrate this experience by listing specific projects where similar services to those specified in this RFP were performed.

2.8 **Proposer's Mandatory Minimum Qualifications**

A Proposer is making an important long-term support commitment to ODYS and its long-range telecommunications strategies. Failure to meet any one of these qualifications shall disqualify the Proposer. The Proposer shall explain how it meets each of the following qualifications:

1. Proposer shall have been in the telecommunications business for at least five (5) years with a minimum of three (3) years of providing correctional telecommunication services.
2. Proposer shall demonstrate that it is a viable, on-going concern by providing annual/year-end financial statements audited by independent, certified public accountants for the previous three (3) years.
3. Proposer shall provide a list of all contracts, past and current, for whom the Proposer, under its current corporate name or identity or under any previous corporate name or identity, is providing, or has provided, correctional services.
4. The Proposer's Youth Class of Service collect call rates charged to the called party, within Ohio, shall not exceed current tariff per minute rates and tariff per call surcharges applicable to local, intrastate/intraLATA toll and intrastate/interLATA calls originating from ODYS facilities. Note: ODYS anticipates a 0% commission rate for the duration of the resulting contract.
5. The Commission Percentage Rate paid to ODYS shall be based on gross revenue.
6. Proposer shall be a single point of contact for all services required in this RFP.

2.9 Walk-Throughs at Facilities

The purpose of these walk-throughs is to provide the vendor a visual inspection and get a better understanding of the proposed positioning of phones for each facility. Questions raised at the walk-throughs shall be answered solely through ODYS email or an amendment to the RFP. Inquiries and responses shall be posted on the website where the RFP document and addendums (if applicable) are located. Proposers may contact Sarah Thompson, at the email address listed in Section 1.1 to arrange for a site visit. Proposers will not be allowed to visit any ODYS facility unannounced or, without first coordinating the visit with Sarah Thompson.

2.10 List of Institutions

Attachment A, which is attached hereto and incorporated herein, lists facilities where existing YCOP Systems are to be replaced and/or where YCOP Systems shall be installed and maintained.

SECTION 3 - GENERAL TERMS AND CONDITIONS

3.1 Performance

3.1.1 Statement of Work

This RFP and the Contractor's Proposal will be a part of the Contract and describe the work (YCOP) the Contractor will do and any materials or Equipment the Contractor will deliver (Deliverables) under this Contract. The Contractor will do the YCOP in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish all support staff necessary for the satisfactory performance of the YCOP.

The Contractor will consult with ODYS representative and others necessary to ensure a thorough understanding of the YCOP and satisfactory performance. ODYS may give instructions to, or make requests of, the Contractor relating to the YCOP, and the Contractor will comply with those instructions, and fulfill those requests, in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory performance of the YCOP and will not amend or alter the scope of the YCOP.

3.1.2 Equipment Installation

The YCOP has an Equipment installation completion date in Section 1.9 of this RFP. The Contractor must complete such installation within the date the RFP requires. If the Contractor does not meet that date, the Contractor will be in breach of the Contract.

If the Contractor's failure to meet that completion date is due to ODYS's failure to meet its own obligations in a timely fashion, then the Contractor will not be in breach of the Contract, and the completion date will be extended by the same amount of time as the delay caused by ODYS. The Contractor may not rely on this provision unless the Contractor has given ODYS written notice with reasonable specificity, of ODYS's failure to meet its obligations, and said notice is given to ODYS within 48 hours after Contractor knew or reasonably should have known ODYS' delay has begun. The extension of the Contractor's installation time will be the Contractor's only remedy for ODYS's delay.

ODYS seeks a complete YCOP. Any incidental items omitted from these performance specifications must be provided by the Proposer in order to deliver a complete, working Hardware and Software configuration and to be in compliance with these specifications. The Contractor must fully identify, describe, and document all Systems that are delivered as part of the YCOP.

All Hardware, Software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the YCOP to be complete and useful to ODYS should be included in the Proposal by the Proposer.

3.1.3 Employment Taxes

The Contractor affirms that it is not delinquent in the payment of any applicable federal, state and local taxes and agrees to comply with all applicable Federal, State and Local laws in the performance of the work hereunder.

The Contractor accepts full responsibility for payment for all taxes, including and without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work authorized by the Contract. The Contractor must provide workers compensation for their employees and submit proof upon request. DYS and the State of Ohio shall not be liable for any taxes under this Contract.

3.1.4 Sales, Use, Excise, and Property Taxes

ODYS is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. The Contractor will promptly pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

3.2 **Project & Contract Administration**

3.2.1 Subcontracting

Only the Contractor will perform the YCOP, and the Contractor will not enter into subcontracts for the YCOP without prior written approval from ODYS. However, the Contractor will not need ODYS's written approval to subcontract for the purchase of commercial goods or Equipment that are required for satisfactory performance of the YCOP. All subcontracts will be at the sole expense of the Contractor and ODYS shall have no liability therefore.

The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors and for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the YCOP in a timely and professional manner. The Contractor will hold ODYS harmless for and will indemnify ODYS against any such claims.

The Contractor will assume responsibility for all Deliverables and services offered in the Proposal, whether it, a subcontractor, or third-party manufacturer provides them in whole or in part. Further, ODYS will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges under the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference and pass through to the subcontractor all applicable provisions of this Contract, including, but not limited to, limitations on the Contractor's remedies, the insurance/indemnity requirements, record keeping obligations, and audit rights. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors, and the failure damages ODYS in any way, the Contractor will indemnify ODYS for the damage.

3.2.2 Record Keeping

The Contractor will keep all financial records relating to this contract in accordance with generally accepted accounting principles. The Contractor will file documentation relating to this Contract in a manner allowing it to be readily located. The Contractor will keep all YCOP-related records and documents at its principal place of business or at its office where the work was performed. Upon request of ODYS, the Contractor, at its own expense, will make available any YCOP-related records.

3.2.3 Audits

During the term of this Contract and for three (3) years after the expiration or termination of this Contract, on reasonable notice and during customary business hours, ODYS may audit the Contractor's records and other materials that relate to the YCOP. This audit right will also apply to ODYS's duly authorized representatives. If the request to audit is made after the Contract is terminated or expired, not less than ten (10) days written notice shall be given to the former Contractor.

If any audit reveals any material deviation from the YCOP's specifications, any misrepresentation, or any underpayment to ODYS, the Contractor shall follow any corrective recommendations issued by ODYS and ODYS will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$5,000.00, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. But the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

3.2.4 Equal Employment Opportunity

During the Project, the Contractor, its subcontractors, or any person acting on behalf of the Contractor or its subcontractor, will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual preference, national origin, disability, age, or veteran status. The Contractor will ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Contractor agrees to post notices containing the provisions of this section in conspicuous places that are available to employees and applicants and to state in all solicitations and advertisements for employees that it is an equal opportunity employer.

3.2.5 Minority Business Enterprises (MBEs)

Minority Business Enterprises (MBEs) are encouraged to submit Proposals to this RFP. If not an MBE, the Contractor is encouraged, but, not required, to utilize MBEs in their contracting process.

3.2.6 Insurance

The Contractor agrees, at its sole cost and expense, to procure and continue in force at all times during the term of the Contract (and any extensions thereof) the following coverage's to indemnify the staff from all claims and losses incurred as a result of the YCOP

1. Comprehensive General Liability

Comprehensive general liability insurance against any and all claims for injuries to persons or damage to property occurring in, about or upon any premises under ODYS's control, including all damage to signs, fixtures, or other appurtenances now or hereafter erected upon such premises. Such insurance shall have combined single limits, per occurrence of not less than one million dollars (\$1,000,000.00). In addition, a company or companies shall write such insurance if authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best's rating of "A".

2. Subcontractor's Comprehensive General Liability

The Contractor shall require each of its subcontractors to secure and maintain during the term of the Contract (or for such lesser amount of time if the subcontractor is involved less than the full term of the Contract), the insurance coverage's set forth in this Section of the RFP upon the same terms and conditions, except that additionally, the

Contractor shall also be a named insured. Such coverage may be reduced or waived with the consent of ODYS since certain subcontractors have potentially less exposure in liability than other subcontractors, depending on the nature of their work under the Contract.

Proposer shall furnish a certificate of insurance to ODYS for the required coverage's evidencing insurance from an insurance carrier, or carriers, authorized to do business in Ohio. The certificate must be in a form that is reasonably satisfactory to ODYS as to the contents of the policies and the quality of the insurance carriers. The certificate must also:

- (1) Provide not less than 30 days' notice to ODYS before cancellation or modification of any said insurance.
- (2) Have an endorsement providing that said insurance is primary insurance and over any coverage held by ODYS.
- (3) List as additional insured's ODYS and the State of Ohio.

3.2.7 Replacement Personnel

If the Proposal contains the names of specific people who will work on the YCOP, such as required by Section 3.5.19 of this RFP, then the quality and professional credentials of those people are factors in ODYS's decision to enter into the Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the YCOP without the prior, written consent of ODYS, except as provided below.

The Contractor may remove a person listed in the Proposal from the YCOP if doing so is necessary for legal or disciplinary reasons, provided that the Contractor makes a reasonable effort to give ODYS thirty (30) calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in the Proposal. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as ODYS may reasonably request, within five (5) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

ODYS will select one (1) of the two (2) proposed replacements or will reject both of them within ten (10) business days after the Contractor has submitted the proposed replacements to ODYS. ODYS may reject the proposed

replacements. Should ODYS reject both proposed candidates for any reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection will be deemed a termination for convenience. ODYS may determine that the proposed replacement candidates meet the minimum qualifications of this RFP; however, it may also be determined that the new individual(s) result in a substantial fall-off of expertise. Therefore, ODYS will have the right to reject any candidate that ODYS determines will provide it with diminished value.

ODYS has an interest in providing a healthy and safe environment for its employees, youth and visitors at its facilities. ODYS also has an interest in ensuring, and a right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. ODYS, therefore, will have the right to require the Contractor to remove any individual working on the YCOP if ODYS determines that any such individual has or may interfere with ODYS's best interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people on the Proposal.

3.2.8 Suspension and Termination

ODYS and the Contractor shall notify the other party in writing, at least one hundred and twenty (120) days prior to the end of the original contract period, if either party does not intend to renew the Contract under the terms then in effect.

ODYS may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. ODYS may also terminate this Contract if the Contractor violates any law or regulation in doing the YCOP. In any such case, the termination will be for cause, and ODYS's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have thirty (30) calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within thirty (30) calendar days after written notice, or if the breach is not one that is curable, ODYS will have the right to terminate the Contract upon not less than thirty (30) days notice. ODYS may also terminate this Contract in the case of breaches that are cured within thirty (30) calendar days but are persistent. "Persistent" in this context means that ODYS has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, ODYS may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may

provide for a shorter cure period than thirty (30) calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The notice of termination shall be effective on the date determined by ODYS. Upon receipt of such notice, the Contractor shall continue to perform the YCOP in compliance with the requirements, terms, and conditions of the Contract until the termination date. The Contractor shall fully cooperate with the new Contractor and/or ODYS in the transition of the YCOP. The Contractor shall immediately cease all work on the termination date. The Contractor shall also immediately prepare a report and deliver it to ODYS. The report must detail the work completed at the date of termination, and any Deliverables completed or partially completed but not delivered to ODYS at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to ODYS with its report. But, if delivery in that manner would not be in ODYS's interest, then the Contractor will propose a suitable alternative form of delivery.

If ODYS terminates this Contract for cause, it will be entitled to cover for the YCOP by using another Contractor on such commercially reasonable terms as it and the covering Contractor may agree. The Contractor will be liable to ODYS for all costs related to covering for the YCOP. The Contractor will also be liable for any other direct or consequential damages resulting from its breach of the Contract.

ODYS shall have the option of suspending rather than terminating all or any part of the YCOP where ODYS believes that doing so would serve its best interests. In the case of suspension of the YCOP, the Contractor will not be entitled to any compensation for any work performed.

Any notice of suspension shall be effective immediately on the Contractor's receipt of the notice. And the Contractor will prepare a report concerning the YCOP just as is required by this Section in the case of termination. After suspension of the YCOP, the Contractor will perform no work without the consent of ODYS and will resume work only on written notice from ODYS to do so. In any case of suspension, ODYS retains its right to terminate this Contract rather than to continue the suspension or resume the Project.

Any suspension shall not continue for more than thirty (30) calendar days. The Contractor shall receive notice from ODYS to resume or terminate the YCOP within the 30-day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor shall be solely responsible for satisfying any claims of its subcontractors for any suspension or termination of the Contract and will indemnify ODYS for any liability to them. Each subcontractor will hold ODYS harmless for any damage caused to them from a suspension or termination and will look solely to the Contractor for any compensation to which they may be entitled.

3.2.9 Representatives

ODYS's "Project Representative" under this Contract will be the person identified in Section 2.1 of this RFP. ODYS Project Representative will review all reports made in the performance of the YCOP by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables. The Project Representative may assign a manager responsible for individual aspects of the YCOP to act on behalf of the Project Representative for those individual portions of the YCOP. These assignments will be provided to the contractor in writing.

The Contractor's Project Manager under this Contract will be the person identified on the Proposal as the "Project Manager". The Project Manager will conduct all liaison with ODYS under this Contract. Either party, upon written notice to the other party, may designate another representative. But the Project Manager may not be replaced without the approval of ODYS if s/he is identified in the RFP as a key individual on the YCOP.

3.2.10 Project Responsibilities

ODYS will be responsible for providing only those things expressly identified, if any, in the RFP. If ODYS has agreed to provide facilities or Equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or Equipment or has voluntarily waived an inspection and will work with the Equipment and/or facilities on an "as is" basis.

Normal working hours on State property are Monday through Friday, except for State holidays, from 8:00 a.m. to 5:00 p.m., Eastern Standard Time. The Contractor must plan to work within these time constraints. The Contractor must consider delays upon entering and exiting Institutions for security integrity. All tools, equipment, materials, and person shall be subjected to security inspection.

The Contractor will assume the lead in the areas of management, design, and development of the YCOP. The Contractor will coordinate the successful execution of the YCOP and direct all activities on a day-to-day basis. The Contractor will be responsible for all communications regarding the progress of the YCOP and will discuss with the Project Representative any issues, recommendations, and decisions related to the YCOP.

Since the YCOP requires installation of Equipment on ODYS's property, ODYS will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of the Project Representative certifying that installation is

complete and the YCOP, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Project Representative.

The Contractor will provide a written report to the Project Representative at least as often as the end of every other week through the equipment installation stage and thereafter upon request. The reports will include the number of hours worked by task and a percentage-to-completion rate, if applicable, as well as any other special requirements in the RFP.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, and similar authorizations required by any local, State, or federal agency for the Project.

3.2.11 Changes

ODYS may make reasonable changes, within the general scope of the YCOP, in any one or more of the following: (i) YCOP tasks or subtasks; (ii) time or place of delivery; or (iii) period of performance. ODYS will do so by issuing a written order under the Contract describing the nature of the change (Change Order). Additionally, if ODYS provides directions or makes requests of the Contractor without a Change Order, the Contractor will have the right to request a Change Order from ODYS. Upon receipt of the Change Order, the Contractor shall proceed with performance of the YCOP, as changed.

3.2.12 Excusable Delay

Neither ODYS nor the Contractor shall be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove or alleviate the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors shall be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and parties over whom the Contractor has no legal control.

3.2.13 Independent Status of the Contractor

The Contractor will be acting as an independent contractor. The partners, employees, officers, and agents (Personnel) of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any

purpose to be Personnel of the other. The Contractors or Subcontractors in the performance of this contract shall not be Employed or Agents of the State. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel, including, but not limited to, withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like. Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered solely the agents of the Contractor for purposes of this Contract. This Contract does not create a partnership or joint venture between the parties.

3.3 Ownership & Handling Of Intellectual Property & Confidential Information

3.3.1 Confidentiality

ODYS may disclose to the Contractor written information that ODYS treats as not subject to public disclosure or as confidential (Confidential Information) under Ohio or other applicable law. Title to the Confidential Information and all related materials and documentation ODYS delivers to the Contractor will remain with ODYS. The Contractor agrees to treat such Confidential Information as not subject to public disclosure if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with ODYS, or individuals or organizations about whom ODYS keeps information. The following records should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, Software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely in conjunction with the YCOP. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information in conjunction with the YCOP. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below. The Contractor shall defend and incur all costs, including reasonable attorney fees, for actions which arise as a result of noncompliance by the Contractor or its subcontractors, regarding the restrictions herein.

Notwithstanding the foregoing, the Contractor will not be liable for any unintentional/accidental disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to ODYS.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees and subcontractors who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations set forth in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession prior to disclosure by ODYS, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of ODYS; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies ODYS of such order immediately upon receipt of the order and (b) makes, at its sole cost and expense, a timely and reasonable effort to obtain a protective order from the issuing court or governmental agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

3.3.2 License for Commercial Material

As used in this section, Commercial Material means anything that has been developed by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the Proposal or as an attachment referenced in the Proposal, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is Software (Commercial Software), if the Commercial Material is copyrighted and published material, then ODYS will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then ODYS will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then ODYS will treat the material as confidential. In this regard, ODYS will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to State records. Otherwise, ODYS will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to ODYS.

For Commercial Software, ODYS will have the rights in items (1) through (8) of this section with respect to the Software. ODYS will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

- (1) Used or copied for use in or with the computer(s) for which it was acquired, including use at any ODYS institution to which such computer(s) may be transferred.
- (2) Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
- (3) Reproduced for safekeeping (archives) or backup purposes.
- (4) Modified, adapted, or combined with other computer Software, provided that the modified, combined, or adapted portions of the derivative Software incorporating any of the Commercial Software will be subject to the same restrictions set forth in this Contract.
- (5) Disclosed to and reproduced for use on behalf of ODYS by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.
- (6) Used or copied for use in or transferred to a replacement computer.

However:

- (7) If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to ODYS without disclosure prohibitions.
- (8) If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published,

copyrighted, and licensed to ODYS without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." ODYS will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

3.4 Representations, Warranties And Liabilities

3.4.1 General Warranties

The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of the Contract and without any material defects; (2) unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) no Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws, rules and policies, including those of ODYS regarding conduct on any premises under ODYS's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract; (5) the Contractor has the right and ability to grant the license granted in any Deliverable.

All warranties of the Contractor shall be in effect for the term of the contract and will survive the Contract where applicable. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure. The Contractor will also indemnify ODYS for any damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where ODYS has modified or misused the Deliverable and the claim is based on the modification or misuse. ODYS agrees to give the Contractor notice of any such claim as soon as reasonably practicable.

If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following three things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; or (3) acquire the right for ODYS to use the infringing Deliverable as it was intended for ODYS to use under this Contract.

3.4.2 Software Warranty

On acceptance, and for the remaining term of the Contract after the date of acceptance of any Deliverable that includes Software, the Contractor warrants

as to all Software developed under this Contract that: (1) the Software will operate on the computer(s) for which the Software is intended in the manner described in the relevant Software documentation, the Contractor's Proposal, and the RFP; (2) the Software will be free of any material defects; (3) the Contractor will deliver and maintain relevant and complete Software documentation, commentary, and source code; and (4) the source code language used to code the Software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in that language is reasonably available in the open market; and (5) the Software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done one of the following three things: (1) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (2) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to ODYS; or (3) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (1) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (2) supply technical bulletins and updated user guides; (3) supply ODYS with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (4) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (5) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (6) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, Software documentation means well written, readily understood, clear, and concise instructions for the Software's users as well as a System administrator. The Software documentation will provide the users of the Software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and System administration documentation for a System administrator to allow proper control, configuration, and management of the Software. Source code means the uncompiled operating instructions for the entire System. But the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was written and will include

commentary that will allow a programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

3.4.3 Equipment Warranty

If any electrical Equipment, mechanical device, computer Hardware, telecommunications Hardware, or other type of machinery (Equipment) will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants, on the acceptance date of the Equipment, and for the remaining term of the Contract after the date of acceptance, that the Equipment will perform in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment.

The Contractor will notify ODYS in writing immediately upon the discovery of any breach of the warranties given above.

3.4.4 Indemnity for Property Damage and Bodily Injury

Pursuant to 3.2.6, the Contractor will indemnify ODYS/State for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to property arising out of the performance of the Contract, providing such bodily injury or property damage is not due to the negligence of ODYS.

3.5 Acceptance And Maintenance

3.5.1 Standards of Performance and Acceptance

There will be a period for performance testing of the YCOP. During the performance period, ODYS, with the assistance of the Contractor, will perform acceptance testing. The performance period will last up to 90 calendar days, during which time the YCOP must meet the standard of performance required by the RFP for thirty (30) consecutive calendar days. The performance criteria in the RFP will be supplemented with the relevant manufacturer's specifications and manuals, relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP. Network performance standards shall be a minimum of 99.5%. Acceptance of the YCOP depends on a successful completion of the performance period defined in this section and the RFP. This section applies to the YCOP, and any part of it, as well as replacements or substitutes for the YCOP after completion of a successful performance period.

If the YCOP does not meet the standard of performance during the performance period, ODYS will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until all outstanding problems have been demonstrably corrected by the Contractor, the performance period will not restart and the YCOP (or part thereof) will not be accepted. The performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive calendar days.

If the YCOP fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will have a 30-day cure period. In addition to all other remedies ODYS may have under this Contract, ODYS will have the right to request correction or replacement of the relevant portion of the YCOP.

The YCOP may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed on the RFP for each part of the YCOP that will be independently tested and accepted. But, unless the RFP expressly provides otherwise, the failure of any independently tested component to meet its acceptance criteria will give ODYS the right to reject the entire YCOP. Alternatively, if ODYS determines that it is in ODYS's interest to reject only the part of the YCOP that was independently and unsuccessfully tested, it may do so. If ODYS chooses this option, the Contractor must acquire an acceptable replacement for the rejected component.

The acceptable level of performance for the YCOP will be 99.5%, unless otherwise specified in the RFP. The performance level for the YCOP is computed by dividing the sum of the uptime by the number of working hours during the test time. Uptime is defined as the total hours, rounded to the nearest quarter hour, during which all components of the YCOP are operational and all functions of the YCOP are available to its users. The number of working hours is defined as the total number of working hours for the period during which the YCOP was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

The YCOP downtime is that period when any part of the YCOP is inoperable due to failure of the YCOP or a particular Deliverable to operate according to the specifications in the RFP, the user documentation, or the published technical specifications.

During a period of downtime, ODYS may use operable components of the YCOP when that will not interfere with repair of inoperable components of the YCOP.

Downtime will start from the time ODYS notifies the Project Manager of the inoperable condition of the YCOP until the YCOP is returned in proper operating condition.

The YCOP will not be accepted until the performance period is complete.

Should it be necessary, ODYS may delay the start of the performance period, but the delay will not exceed thirty (30) consecutive calendar days after the scheduled date for implementation of the YCOP. Such a delay will not be considered a suspension of work under the Suspension and Termination section of this Contract.

3.5.2 Software Maintenance

During the contract period, the Contractor will correct any material programming errors that are required to make the System(s) function as intended, provided that ODYS notifies the Contractor, either orally or in writing.

For Software classified as Commercial Software and for which ODYS has not signed a separate license agreement, the Contractor will acquire the right to maintenance for the Contract term. That maintenance will be the third-party licensor's standard maintenance program. But, at a minimum, that maintenance program must include all new releases, updates, patches, and fixes to the Software. It will also include a commitment to keep the Software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the Software) and to correct material defects in the Software in a timely fashion.

If the licensor is unable to provide maintenance during the Contract term, then the licensor must be committed to doing one (1) of the following two (2) things: (1) give ODYS a pro rata refund of the license fee based on a four (4) year useful life; or (2) release the source code for the Software to ODYS for use by ODYS solely for the purpose of maintaining the copy(ies) of the Software for which ODYS has a proper license. For purposes of receiving the source code, ODYS agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that ODYS gets under this section, ODYS will do all the things that the Confidentiality section requires the Contractor to do in handling ODYS's Confidential Information.

3.5.3 Equipment Maintenance

For the duration of the contract, the Contractor will provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance will include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance will include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the RFP.

The Contractor will exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Contract.

3.5.4 Equipment Maintenance Standards

Remedial Equipment maintenance by the Contractor will be completed within eight (8) business hours after notification by ODYS that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed or substitute Equipment provided within eight (8) hours after notification by ODYS, the Contractor will be in breach of the Contract. All maintenance will also meet any standards contained in the RFP. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

3.5.5 Response to Maintenance Calls

Should any critical component of the YCOP provided by the Contractor fail, the Contractor must respond to ODYS's maintenance/repair calls in the following manner:

1. "Response" to a maintenance call requires that the Contractor must begin remote testing of the System or have a qualified technician (suitably equipped for the installed System, components or System Hardware/Software) on site at the reporting ODYS location.
2. After receipt of the service call from ODYS, the Contractor is required to notify the reporting facility, by the required response times outlined in this Section, that it has commenced (or completed) remote testing or when a qualified service technician will be on site to facilitate repair of the service.

3.5.6 Definition of a "Major Emergency"

A "Major Emergency" shall be defined as an occurrence of any of the following:

1. A failure of a local or remote processor, its common Equipment or power supplies which render the System incapable of performing its normal functions.
2. A failure of the recording Equipment or any of its components that affects the full recording operation.
3. A failure of 50% or more of the youth stations at any one area within an ODYS facility.

4. A failure of the System functions that results in the ability of youth to place calls without the use of PINs.
5. A failure of the System functions that results in the ability of youth to make direct dialed calls when the System is operating in collect-only mode.
6. A failure of the System functions that results in the ability of the youth to reach a "live" operator.

3.5.7 Response Times for a "Major Emergency"

1. For a "Major Emergency" the Contractor must respond to the service problem within one (1) hour of initial trouble report by ODYS facility, through the use of remote testing or access. Records of testing to comply with this requirement must be available to ODYS upon request.
2. The Contractor must contact ODYS site contact with remote testing results (or an update of the remote testing process) within two (2) hours of the initial trouble report (if the System is suitably equipped for such testing). Otherwise, within two (2) hours of the original service call from ODYS institution, the Contractor must notify ODYS site contact that a technician has been dispatched and must advise the estimated time of arrival.
3. Should the problem not be resolved via remote access, the Contractor must have a qualified technician, suitably equipped for the installed System, on site at ODYS institution within four (4) hours from the time of initial trouble report.

3.5.8 Repair Times for a Major Emergency

1. ODYS understands the tentative nature of ensuring that a repair to any YCOP is completed in a set period of time. Thus, the Contractor is required to meet all response times listed above under the "response" definition. In regard to repairing the System to bring it to normal operating status, the Contractor is required to use commercially reasonable efforts to repair the System within eight (8) hours of the initial trouble call from ODYS facility.
2. In the event of extraordinary repair obstacles for which the Contractor exceeds the eight (8) hour time-to-repair requirement, notification and a detailed plan of repair shall be made to ODYS by the Contractor.

3.5.9 Definition of Routine Service

1. For the purpose of this RFP, Routine Service shall be defined as a System failure or problem other than a Major Emergency item as listed above or defined by ODYS.

3.5.10 Response Times for Routine Service

1. For Routine Service, the Contractor must respond to the service problem within four (4) hours of initial trouble report by ODYS facility, through the use of remote testing or access. Records of testing to comply with this requirement must be available to ODYS upon request.
2. Should the System component not be equipped for remote access, the Contractor must have a qualified technician, suitably equipped for the installed System, on site at ODYS facility within twelve (12) business hours from the time of initial trouble report. Business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.
3. The Contractor must notify ODYS site contact with remote testing results (or an update of the remote testing process) within six (6) hours of the original trouble report. Otherwise, within six (6) hours of the original service call from ODYS institution, the Contractor must notify ODYS site contact that a technician has been dispatched and must advise the estimated time of arrival.

3.5.11 Critical Component Availability

1. The Proposal must describe the procedure for ensuring that critical components are located within the available service area for each ODYS institution.
2. The Proposer must guarantee to ODYS that all parts and materials necessary to repair the proposed YCOP are readily available to on-site service personnel 24 hours per day, seven days per week, 365 days per year. ODYS will not accept the delay of System repair based on the fact that service personnel cannot access a parts warehouse, office or similar Contractor facility because the facility is not open "after hours", weekends or holidays.

3.5.12 Escalation Procedures During Maintenance Service

1. The Proposal must describe escalation procedures to address inadequate response to service calls, frequent repetition of the same service problem, inadequate repairs to service, etc. These described procedures must include the name and title of service and management personnel as well as criteria for service escalation to higher levels within the Contractor's organization.
2. Updated contact names and telephone numbers of the service and management positions for rapid problem escalation must be made available to ODYS immediately upon request.

3.5.13 Trouble Reports

1. The Proposal must describe procedures for accepting maintenance calls, entering of trouble tickets, escalation criteria and procedures, etc.
2. The Proposal must describe the correct manner in which to report and log System troubles or order additions to the System from the Proposer.

3.5.14 Answering of Maintenance Calls

The Proposal must ensure and state that all maintenance calls from ODYS shall be answered by a “live” operator/service representative at all times.

3.5.15 Monthly System Downtime

1. The cumulative monthly “downtime” (System inaccessible) for the proposed YCOP must not exceed the parameters agreed upon by the Proposer and ODYS at the time of contract and installation.
2. The Contractor must track all System downtime for each ODYS facility and compile and submit per-facility records of these measures for ODYS review each month.

3.5.16 Equipment Maintenance Continuity

If the Contractor is unable to provide maintenance services to meet ODYS's ongoing performance requirements and if, in ODYS's sole opinion, the Contractor is unlikely to resume providing warranty services that meets ODYS's ongoing performance requirement, the Contractor will be in default. ODYS then will be entitled to the remedies in the default section of this Contract. But ODYS will also be entitled to the following items from the Contractor: (a) all information necessary for ODYS to perform the maintenance, including logic diagrams, maintenance manuals and System and unit schematics, as modified by the Contractor; and (b) a listing of suppliers capable of supplying necessary parts.

Any information in items (a) and (b) above that is rightfully identified by the Contractor as proprietary information will be maintained in confidence by ODYS except where disclosure to a third party is necessary for ODYS to continue the maintenance. However, any third party to whom disclosure is made will agree to hold such proprietary information in confidence and to make no further disclosure of it. Further, ODYS agrees that any such proprietary information will be used solely to perform the Contractor's maintenance obligations hereunder and will be returned to the Contractor upon completion of the such use.

3.5.17 Principal Period of Maintenance

Maintenance will be available 24 hours per day and seven (7) days per week. The Contractor must provide all post installation System programming and maintenance services, including related travel expenses, at no cost to ODYS.

3.5.18 Maintenance Access

The Contractor will keep the YCOP in good operating condition during the warranty period and any annual maintenance period during which Contractor contracts for continued maintenance, and ODYS will provide the Contractor with reasonable access to the YCOP to perform maintenance. All maintenance that requires the YCOP to be inoperable must be performed outside ODYS's customary working hours except when the YCOP is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

3.5.19 Key Maintenance Personnel

The Proposer shall identify all key people who will provide maintenance on the YCOP, furnish ODYS with a means of identifying these people, furnish ODYS with their credentials, and notify ODYS at least 30 calendar days in advance of any reductions in staffing levels of key people serving ODYS. Provide response in accordance with Section 4.5.

3.6 **Construction**

3.6.1 Entire Document

Any Contract entered as described in Section 3.8 of this RFP, including this RFP and any proposal therefore, is the entire agreement between the parties with respect to the subject matter and supersedes any and all previous statements or agreements, whether oral or written.

3.6.2 Binding Effect

Any Contract that may result from this RFP will be binding upon and inure to the benefit of the respective successors and assigns of ODYS and the Contractor.

3.6.3 Amendments – Waiver

No change to any provision of any Contract resulting from this RFP will be effective unless it is in writing and signed by both parties. The failure of either

party at any time to demand strict performance by the other party of any of the terms of the Contract will not be a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.

3.6.4 Severability

If any provision of the Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that such does not create an absurdity.

3.6.5 Construction

Any Contract that may result from this RFP will be construed in accordance with the plain meaning of its language and neither for or against the drafting party.

3.6.6 Headings

Any headings used herein, and any contracts pursuant to this RFP, are for the sole sake of convenience and will not be used to interpret any section.

3.6.7 Notices

For any notice required under a contract awarded pursuant to this RFP to be effective it must be made in writing and sent by hand delivery, certified mail, overnight delivery/courier service, or registered mail to the mailing address of the Project Representative, as provided in Section 2.1, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that a Contract expressly authorizes to be made orally.

3.6.8 Continuing Obligations

The terms of any Contract resulting from this RFP will survive the termination or expiration of the YCOP and the time for collecting any final payment of Commissions, except where such creates an absurdity.

3.7 **Law & Courts**

3.7.1 Compliance with Law

The Contractor and ODYS agree to comply with all applicable federal, State, and local laws, and all applicable rules, in performing any Contract resulting from this RFP, and further agree to require all of its subcontractors to comply with the same.

3.7.2 Drug-Free Workplace

The Contractor will comply with all applicable state and federal laws regarding drug-free workplace. The Contractor will make a good faith effort to ensure that all of its employees and all of its subcontractors' employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

3.7.3 Conflicts of Interest

No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to ODYS knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract and the Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. This will not apply when ODYS has determined, in the light of the personal interest disclosed, that said person's participation in any such action would not be contrary to the public interest.

3.7.4 Ohio Ethics and Elections Law

The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law, O.R.C. §102.04. The Contractor affirms that, as applicable to the Contractor, no party listed in Divisions (I) or (J) of ORC Section 3517.13 or spouse of such party has made, as an individual, within the two (2) previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor of the State of Ohio or to his campaign committees.

3.7.5 Injunctive Relief

Nothing in a Contract is intended to limit ODYS's right to injunctive relief if such is deemed necessary to protect its interests.

3.7.6 Assignment

The Contractor may not assign a Contract or any of its rights or obligations under a Contract without the prior, written consent of ODYS. ODYS may not unreasonably withhold, condition or delay its consent to any such assignment.

3.7.7 Governing Law

Any Contract resulting in this RFP, and any amendment or attachment hereto, shall be governed by, construed, enforced, and interpreted in accordance with the laws of the State of Ohio, except to the extent the Communications Act of

1934, as amended, and as interpreted and applied by the Federal Communications Commission or any other applicable federal law applies. Venue for any disputes will lie with the appropriate court in Franklin County, Ohio.

Any action or proceeding against any of the parties hereto relating in any way to a Contract or the subject matter hereof shall be brought and enforced exclusively in the courts of Ohio. The parties hereto consent to the exclusive jurisdiction of such courts in respect of any such action or proceeding.

3.7.8 Multiple Counterparts

Any Contract resulting from this RFP may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

3.8 **Contract**

If this RFP results in a Contract award, the Contract shall be defined as this RFP, written attachments to this RFP, written amendments to this RFP, the Proposal, written, authorized amendments to the Proposal, and any revisions, changes, or negotiated amendments to these documents. The Contract shall also include any amendments, revisions, changes and attachments that comprise and define the formal contract. It will also include any materials incorporated by reference in the above documents and change orders issued under the Contract. This information will be considered attachment D. The general terms and conditions for the Contract are contained in Section 3 of this RFP.

If there are conflicting provisions between the documents that make up the Contract, the order of preference for the documents is as follows:

1. Contract
2. This RFP, as amended;
3. The documents and materials incorporated by reference in the RFP;
4. The Proposal, as amended; and
5. The documents and materials incorporated by reference in the Proposal.

Amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

SECTION 4 - PROPOSAL CONTENT

4.1 General

A proposal must include the following sections described below. The Proposer must provide a Table of Contents to clearly identify each section and page number. Each section of the Proposal shall be identified with a heading at the beginning of each section and contain page numbers relative to that section. All information submitted in response to the RFP will be reviewed as part of the evaluation process.

The Proposal must include sufficient information to allow the Project Representative and the Evaluation Committee to verify all aspects of the Proposal in order to ensure that they meet the minimum requirements.

These instructions describe the required format for Proposals. The Proposer may include any additional information deemed pertinent. An identifiable tab sheet shall precede each section for easy reference. The Proposal submitted must follow the format as described below. All pages, except pre-printed technical inserts, must be sequentially numbered.

Any Proposal submitted must contain the following (tabbed and labeled as below and in the following order):

Table of Contents

I	Executive Summary/Cover Letter
II	Equipment Manufacturer's Profile (If Different from Proposer Profile)
III	Proposer Profile
IV	Key Personnel Profile Summaries
V	Contract Performance
VI	YCOP Equipment and Software Capabilities, Both Present and Future
VII	Technical Documentation
VIII	Proposer's Response to Section 5 of this RFP
IX	Implementation and Training Plan with Time Line
X	Maintenance Plan
XI	Financial Overview
XII	Proof of Insurance
XIII	Required Specifications
XIV	Commercial and Proprietary Materials
XV	Conflict of Interest
XVI	General Contract Terms and Conditions

ODYS MAY REJECT ANY PROPOSAL THAT DOES NOT MEET THIS FORMAT.

4.2 Executive Summary/Cover Letter

The cover letter must be in the form of a standard business letter containing the Proposer's name, address, and telephone number and must be signed by an individual authorized to legally bind the Proposer. The letter will provide an executive summary of the solution that the Proposer plans to provide. The letter must contain the following information:

1. A statement regarding the Proposer's legal structure (e.g., corporation, partnership, etc.), federal tax identification number, and principal place of business.
2. A list of the people who prepared the Proposal, including their titles. A statement that the person signing the Proposal certifies that he or she is the person in the Proposer's organization who is responsible for, or authorized to make decisions as to matters relating to this RFP.
3. The name, telephone number, electronic mail address, and fax number of a contact person who has authority to answer questions regarding the Proposal.
4. A list of all proposed subcontractors, if any, that the Proposer will use on the YCOP if the Proposer is selected to do the work.
5. For each proposed subcontractor, the Proposer must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following information included in the letter:
 - a. The subcontractor's legal structure, tax identification number, and principal place of business address.
 - b. The name and phone number of the person who is authorized to legally bind the subcontractor to contractual obligations.
 - c. A description of the work the subcontractor will do.
 - d. A commitment to do the work if the Proposer is selected.
 - e. A statement that the subcontractor has read and understands the RFP and will comply with the requirements of the RFP.
6. A statement that the Proposal meets all the requirements of this RFP.
7. A statement that the proposal will be valid for one hundred twenty (120) days following the Proposal Due Date. Unless withdrawn pursuant to 2.7.
8. An acknowledgement of receipt of RFP amendments issued by ODYS.

9. A statement that the Proposer does not discriminate in its employment practices with regard to race, color, age, religion, sex, veteran status, sexual preference, national origin, or disability.
10. A statement that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal.
11. A statement that indicates whether the Proposer, or any of its' agents, has a possible conflict of interest with any State employee involved in this Project or any other conflict of interest as described in Section 3.7.3 of this RFP and, if a conflict exists, then an explanation of the conflict must be given. ODYS has the right to reject a Proposal in which a conflict is disclosed.

4.3 Equipment Manufacturer's Profile

If the Proposer is not the manufacturer of the Equipment, the Proposer shall provide information which shows the quality of that manufacturer. Important information includes, but is not limited to, years in business, annual report, market share, product strategies, management strength, number of employees, and home office location.

4.4 Proposer Profile

The Proposal shall provide a brief organizational history or background, including but not limited to, recent data describing the current organization, date of incorporation, number of employees, home office location, number of certified technicians, Equipment and Software manufacturer affiliations; industry experience; marketplace experience; relationship with the manufacturer of the proposed Equipment and Software; experience with the proposed Equipment and Software.

A description of the range of products and services relating to this YCOP that are provided by the Proposer shall be included. An explanation of the Proposer's experience with similar YCOP and related correctional services shall also be included.

4.5 Key Personnel Profile Summaries

The Proposer shall provide only competent and trained certified personnel to ODYS to work on this YCOP.

The following personnel (or their equivalent) are key to the YCOP: project manager, account team, customer service representative, field technicians, training personnel, technical support group, peripheral experts and manufacturer's representatives. The Proposal shall include the following information for each of these key personnel:

1. References - Three (3) references for which these individuals and Proposer have successfully completed, within the past five (5) years, an YCOP for correctional

facility of similar size and scope to the one in this RFP. The name of the person to be contacted, phone number, company, address, brief description of the YCOP size and complexity and dates of employment shall be given for each reference. The references must agree to be interviewed by ODYS.

If less than three (3) references are provided, the Proposer shall explain why.

2. Education and Training - The Proposal must list the education and training of these individuals and demonstrate, in detail, their ability to properly perform under the Contract based on the relevance of the education and training to the requirements of this RFP.
3. Resume.

4.6 **Contract Performance**

The Proposal shall include the following information for the past five (5) years:

1. Whether the Proposer had a contract terminated for default or cause. If so, then give full explanation and the other party's name, address, and telephone number.
2. Whether the Proposer has been assessed any damages in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, then explain, including the name of the other organization, the reason for the damages, and the amount for each incident.
3. Whether the Proposer, under its current corporate name or identity, or any previous corporate name or identity, has been restricted, prohibited, or precluded by any governmental action from participating in any YCOP contract or YCOP contract procurement.
4. Whether the Proposer, under its current corporate name or identity, or under any previous corporate name or identity, or any officer or director of said Proposer, or any owner of a 20% interest or greater in said Proposer, has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.

If the answer to any question in (1) through (4) is affirmative, the Proposal shall include complete details about the matter. While an affirmative answer to any of these questions will not automatically disqualify a Proposer from consideration, at the sole discretion of the evaluation committee, such an answer and a review of the background details may result in a rejection of the Proposal. The committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Proposer's performance on the YCOP, and the best interests of the State.

4.7 YCOP Equipment and Software Capabilities, Both Present and Future

The Proposal shall include descriptive literature providing a general overview of the proposed YCOP Equipment and Software. Evidence of a strong migration path toward advanced present and future capabilities is important.

4.8 Technical Documentation

The Proposal shall include technical information on all recommended products. Said information does not have to consist of advanced engineering or installation manuals, but should be detailed at a meaningful technical level and beyond general sales information.

4.9 Proposer's Response to Section 5 of this RFP

Proposal responses to Section 5 of this RFP shall be included under this tab. Each Proposal must respond to each request for information in Section 5 of this RFP whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

4.9.1.1 Proposer's Response to Telecommunications

Add Language regarding Telecom

4.10 Implementation and Training Plan with Time Line

The Proposal shall include a milestone chart (also known as a "Gantt chart" or "timeline bar chart") indicating time frames associated with the proposed Equipment and Software or System installation and implementation. Equipment ordering lead time after Contract signature shall be stated. Training intervals shall also be provided. Once the Contract is awarded, an actual implementation milestone chart will be developed in association with ODYS, and will reflect ODYS's requirements as well as those of the Contractor.

4.11 Maintenance Plan

The Proposal shall include a detailed description of its maintenance service process and options. Important information includes, but is not limited to:

1. Response times.
2. Locations of maintenance facilities.

3. Spare parts warehousing locations and availability.
4. A copy of the service reports.
5. A description of the Proposer's service dispatch and management System and how and when technical support is obtained from the manufacturer, if the Proposer is not the manufacturer.

4.12 **Financial Overview**

The Proposer shall submit a collect only Commission Percentage Rate for the YCOP under the following terms and conditions:

1. The percentage of revenue dollars generated by the YCOP while operating in a collect only mode that will be paid to ODYS during the term of the Contract. No change in this commission percentage (lower or higher) shall be made without the express written agreement of ODYS.
2. The commission revenue paid to ODYS shall be based on gross revenue. Gross revenue is defined as revenue for all accepted calls without exception. The Proposer shall not deduct fraudulent, uncollectible or unbillable calls from the gross revenue prior to applying the commission percentage rate for ODYS. Note: ODYS anticipates a 0% commission rate during the term of the contract.
3. A check for the commission amount shall be sent to ODYS no later than 45 days after the close of the billing month. For example, a commission check for calls made during April will be forwarded to ODYS no later than June 15th.
4. If applicable, A summary report shall be provided that includes the following (refer to Attachment E, which is attached hereto and incorporated herein, for sample):
 - Total commission figure broken down by Institution
 - Listing of total minutes, total calls by Institution
5. The proposed YCOP System and Related Services shall be provided for all ODYS Institutions at no cost to ODYS for installation, training, operation and maintenance of the System, Equipment, Software and its components.
6. If the YCOP System is damaged or destroyed, the Proposer is responsible for replacement of the System in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, youth abuse, natural disaster, or youth unrest. This System or component replacement shall be performed at no cost to ODYS.

7. Proposal **must** include a detailed bid for each of the following services: (See Section 5.12 System Call Recording and Monitoring for explanation of monitoring system.)
 1. Detailed explanation of commission rate for YCOP with a monitoring system.
 2. Detailed explanation of commission rate for YCOP without a monitoring system.

4.13 **Proof of Insurance**

The Proposer and any subcontractor shall submit evidence of its' ability to provide insurance coverage's and indemnification, for liability arising from the YCOP, as described in Sections 3.2.6 and 3.4.4, respectively, of this RFP. The ability to provide such indemnities and such insurance shall be demonstrated by a certified statement from an insurance carrier confirming that said policies are available to the Proposer from that company.

4.14 **Required Specifications**

This RFP contains required specifications for the YCOP.

4.14.1 Required Specifications Defined

All required specifications must be met for the Proposal to be considered responsive. A Proposal may be found non-responsive for failing to meet any one required specification. The Proposer may propose an alternative to a required specification (refer to Section 4.14.2 below).

4.14.2 Alternatives to Required Specifications

If a Proposer determines it cannot comply with, or agree to provide, a required specification, but believes it can offer equivalent performance by some other means, then the proposer shall describe how that alternative achieves the equivalent performance on a separate attachment.

ODYS Evaluation Committee will determine if a proposed alternate method of performance achieves substantially equivalent performance.

A checklist is provided as Attachment B, which is attached hereto and incorporated herein, listing required specifications as presented in Section 5. Use Proposer's electronic copy of this checklist to annotate the table indicating the Proposer's response to each item, and return under this tab.

4.15 Commercial and Proprietary Materials

The Proposal shall include a list of any commercial and proprietary materials that the Proposer will use that are easily copied (e.g., Software). Generally, these materials will be from third parties and readily available in the open market. Patented parts of Equipment need not be listed since they are not readily copied. If ODYS will be expected to sign a license for the Commercial Material, the license agreement must be attached. If ODYS finds any provision of the license agreement objectionable for any reason and the Proposer cannot or does not negotiate an acceptable solution with the third party, regardless of the reason, then ODYS in its sole discretion, may reject the Proposal.

If ODYS is not going to sign a license, but there will be limits on ODYS's use of the Commercial Materials different from the standard license in the General Terms and Conditions, then the unique scope of license needs to be spelled out here. Unless otherwise provided elsewhere in this RFP, proposing to use Commercial Materials in a custom solution may, in the Evaluation Committee's sole discretion, be a basis for rejection of the Proposal if the committee believes that such is not appropriate or desirable for the YCOP. Any deviation from the standard license, warranty, and other related terms in Section 3 of this RFP relating to Commercial Material may result in rejection of the Proposal, at the Evaluation Committee's sole discretion.

4.16 Conflict of Interest

The Proposal shall include a statement indicating whether the Proposer, or any people that may work on the YCOP through the Proposer, have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. ODYS has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

4.17 General Contract Terms and Conditions

For each numbered provision in Section 3 of this RFP, the Proposer shall state that it has read, understands, and shall be contractually obligated to comply with each such Provision.

4.18 Declaration Regarding Terrorist Organizations

The Proposer must complete a Declaration Regarding Material Assistance/Non-assistance to Terrorist Organizations in its entirety. The Proposer must submit at least one originally signed copy of this form, which should be included with the Proposer's originally signed Proposal. All other copies of the Proposer's Proposal may contain copies of this form. The form is available at: <http://www.homelandsecurity.ohio.gov>.

SECTION 5 - SYSTEM REQUIREMENTS

This section lists all required specifications of this RFP for an YCOP & Related Services. Please refer to Sections 4.9 and 4.14 of this RFP for instructions in responding to Section 5 and definitions of required specifications, respectively.

5.1 General Proposer Requirements

5.1.1 The Proposer shall establish an internal "Account Team" to interface with ODYS for the YCOP. This Account Team will serve as the single-point-of contact (SPOC) for ODYS and shall provide new telephones, System and network design services, System programming services, System transition and implementation services, post installation programming, updates and maintenance services and commission fee schedule services.

1. The Proposer shall provide access to the Account Team by voice telephone number and facsimile transmission.
2. The Proposer shall provide access to the Account Team via toll free 800/888/877 numbers for telephone and facsimile access.
3. The Proposer shall provide access to the Account Team by E-Mail (Internet) address.

5.1.2 ODYS reserves the right to reject personnel assigned to the Account Team including personnel from the Contractor and personnel from any subcontractors during the life of the contract.

5.1.3 The Account Team shall work in conjunction with any Customer (ODYS) Premise Equipment (CPE) or network contractor (voice or data) being used by ODYS to resolve any technical problems that may arise between the proposed Youth Calling System and any existing or future voice/data Systems installed by ODYS. This will eliminate the need for ODYS to be a mediator in problem resolutions.

Upon request of ODYS, the Account Team shall speak directly with any other CPE contractor, local exchange carrier, long distance carrier, etc. to resolve technical issues.

5.1.4 The Proposer shall adhere to any municipal, state or federal requirements for YCOP installation "certification", training, or registration. Failure to comply with present and future municipal, state or federal requirements may result in termination of any Contract with the Proposer and the paying of any applicable fines, etc. incurred by ODYS for violation of such requirements by the Proposer.

The Proposer shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all Systems and services provided throughout the duration of the Contract.

- 5.1.5 The Proposer's Account Team must accept System programming and maintenance orders only from authorized personnel with ODYS. The Account Team must determine authorized personnel as part of their Proposal's initial contracting process and provide authorization forms for agency personnel signatures. The Proposer will be responsible for all charges associated with "unauthorized" service repairs, additions, or changes performed by the Proposer.
- 5.1.6 The Proposer shall be responsible for making all System modifications necessary to allow youth to place calls as industry dialing requirements change at no cost to ODYS. Such modifications must be made in a timely manner to ensure proper use of the System by youth and ODYS personnel.
- 5.1.7 The Proposer shall be responsible for complying with and updating the YCOP for any regulatory changes and requirements during the life of the contract. These regulatory changes include federal, state or local municipal modifications. These changes must be made in a timely manner and at no cost to ODYS.

5.2 **General System Requirements**

The YCOP proposed for ODYS must meet or exceed the following requirements. The proposed YCOP shall be provided for all ODYS facilities at no cost to ODYS for installation, training, operation and maintenance of the System and its components.

- 5.2.1 The YCOP proposed for ODYS shall include the following components:
 - 1. A Site/Location Call Processor-Control System located at each facility of ODYS with an YCOP.
 - 2. A Centralized System Database.
 - 3. Recording and Monitoring Equipment.
- 5.2.2 The Proposer shall propose one type of YCOP for all ODYS locations. All System Hardware, Software and support Systems shall be the same in each ODYS facility.
- 5.2.3 The Site/Location Call Processor shall provide for all telecommunications capabilities as well as administrative capabilities for ODYS personnel.
- 5.2.4 The Centralized System Database shall be located at a Proposer provided

site, located outside of ODYS facilities but within the Central or Eastern United States, and provide full database redundancy for all Site/Location Processors and recording Equipment at each ODYS facility (see Section 5.3).

- 5.2.5 The YCOP shall be provided to ODYS at no cost. The YCOP proposed for ODYS shall include full design, installation and on-going maintenance at no cost to ODYS.
- 5.2.6 The YCOP shall provide any network services (local exchange and toll/collect services) as specified by ODYS at no cost during the duration of the Contract.
- 5.2.7 The YCOP shall allow youth access to collect call services as described in this RFP document. At no time would youth telephones be used to make calls without some type of System restriction and monitoring.
- 5.2.8 The YCOP shall allow for all youth telephones to be in use simultaneously. Dial tone shall be presented immediately to all youth telephones in an "off-hook" position. There shall be one central office line per youth telephone.
- 5.2.9 The collect call automated announcement function of the YCOP shall be capable of processing calls on a selective bilingual basis: English and Spanish. The youth shall be able to select the preferred language using no more than a two-digit code.
- 5.2.10 The Proposer shall propose YCOP that can be shut down immediately and selectively. ODYS shall be able to shutdown the System globally and restrict all PIN access, within an entire facility and/or within a facility wing. The Proposal shall describe the options available to ODYS for this type of immediate and global restriction.
- 5.2.11 The proposed YCOP shall be restricted to outgoing calls only. The System shall not process incoming calls at any time. No youth telephone shall be capable of receiving an incoming call and Proposer shall work with the local telephone companies to ensure such control. The Proposal shall describe how this component shall be achieved for ODYS.
- 5.2.12 The Proposer shall keep all call processing and call rating information current. This information includes, but is not limited to, local exchanges, area codes, country codes, vertical and horizontal coordinates and any other information necessary to accurately process and rate calls. The Proposer must quickly provide ODYS within 48 hours any rate information for all calls upon request by ODYS at any time during the term of the Contract.
- 5.2.13 The YCOP shall block all calls made to any telephone numbers which incur excess charges such as 900, 972, 976, 550, etc. The Proposer shall be responsible for ensuring that the System is programmed for such blocking.

- 5.2.14 The YCOP shall block all youth calls to current long distance carrier access numbers (i.e., 1010333, 1010285, etc.) or future 101-xxxx carrier access numbers. The Proposer shall be responsible for ensuring that the System is programmed for such blocking.
- 5.2.15 The YCOP shall block all local numbers which access long distance carriers (i.e., 950-xxxx). The Proposer shall be responsible for ensuring that the System is programmed for such blocking.
- 5.2.16 The YCOP shall block all youth access to directory assistance access numbers (i.e., 411,555-1212, etc.). The Proposer shall be responsible for ensuring that the System is programmed for such blocking.
- 5.2.17 The YCOP shall block all youth access to toll free numbers (i.e., 800, 888, 877, etc.). The Proposer shall be responsible for ensuring that the System is programmed for such blocking.
- 5.2.18 Proposer shall insure that local calls are not passed off to any other carrier not authorized by the Contract. This will include call forwarding from a local ANI to any of the list of numbers required to be blocked. The Proposer is authorized by the Contract to have exclusive control over all billing of local, intraLATA, and interLATA long distance collect calls placed by youth through the YCOP.
- 5.2.18.1 The YCOP shall block all youth access to emergency numbers (e.g., 911). The Proposer shall be responsible for ensuring that the system is programmed for such blocking.
- 5.2.19 The YCOP shall be capable of interfacing with network services provided by local exchange carriers as well as inter-exchange carriers. This includes analog and digital facilities (i.e., analog business trunks, DS-1, ISDN PRI, etc.). The Proposal shall state the types of network services to which the proposed YCOP will interface and the purpose (application) of such services for ODYS.
- 5.2.20 The Proposer shall describe the type of network services it will provide with the proposed YCOP.
- 5.2.21 It is the intention of ODYS to implement the proposed YCOP in a collect call mode only. Collect calling shall be offered for all 50 states and United States territories. No international calls shall be allowed.
- 5.2.22 The Proposer shall implement an YCOP that provides telephone reception quality meeting all industry standards for service quality as defined by the Public Utilities Commission of Ohio (PUCO) and by the Federal Communications Commission (FCC). The Proposer shall accept ODYS's judgment concerning these standards.

- 5.2.23 The proposed YCOP shall provide that "call set-up time" not exceed 10 seconds from completion of dialing to first ring.
- 5.2.24 The proposed YCOP shall not provide a second dial tone to a youth telephone without the youth hanging up the telephone receiver after the first call is completed.
- 5.2.25 The proposed YCOP shall allow for an agreed to "ring time" before a youth call is disconnected. This "ring time" parameter shall be programmable by ODYS but shall be consistent among ODYS facilities.
- 5.2.26 The proposed YCOP shall provide notification to a youth of the call status (i.e., ringing, busy, etc.). This notification may either be in the form of ringing, busy tones, standard information tones (SIT), or appropriate recorded messages.
- 5.2.27 The proposed YCOP shall not allow the youth to speak to the called party until the call has been accepted.
- 5.2.28 The proposed YCOP shall allow the youth to hear the processing of the placed call to determine if SIT tones with message or an answering device (i.e., answering machine, voice mail, etc.) has answered the call. At no time shall the System allow the youth to speak (restricted voice channel) until the call has been accepted by the called party.
- 5.2.29 The proposed YCOP shall allow for ODYS to program times when the System will be available or unavailable to youth calling. The Proposer shall describe how this is accomplished.
- 5.2.30 The Call Processors shall have "hot swappable" drives and power supplies.
- 5.2.31 The Proposer is required to provide the line voltage outlets for all Equipment.

5.3 **Central Database**

- 5.3.1 A network and central database shall be provided and managed by the Proposer at no cost to ODYS. The purpose of the database is to provide full database redundancy for all Call Processors at each ODYS facility and to provide pooled data for investigatory analysis. The Proposal shall describe the details of the proposed network.
- 5.3.2 The new network shall be compatible with the existing ODYS networks (i.e. TCP/IP).

- 5.3.3 The Centralized Database must be located at a Proposer-provided site, located outside of ODYS facilities but within the Central or Eastern United States. The Proposal shall describe the facilities and location of the Centralized Database.
- 5.3.4 The Centralized Database shall be in Oracle™ or MS SQL® or other open architecture Software. The Proposal shall describe Central Database details.
- 5.3.5 The Proposal shall describe how it will provide System security for all data stored in the local and central databases. Such a security description must include System security, including levels of encryption, as well as how access to such sensitive information will be performed within the Proposer's organization.
- 5.3.6 ODYS shall be able to perform queries and request reports from the Centralized Database. The Proposal shall describe the availability of the report writer for this use.

5.4 **Personal Identification Numbers (PINs)**

- 5.4.1 The YCOP shall restrict use through authorized Personal Identification Numbers (PINs) assigned to each youth. The length of these PINs shall be determined by ODYS and remain consistent throughout ODYS facilities.
- 5.4.2 The YCOP shall use ODYS's youth PIN assignments and numbering plan. Current PINs are numeric only and may be up to fifteen (15) digits long. PINs are permanently assigned.
- 5.4.3 The YCOP shall be capable of de-activating the PIN feature by individual youth telephone, groups of telephones and/or entire institutions, at ODYS's option. At no time shall the youth telephones be unrestricted due to the deactivation of the PIN feature.
- 5.4.4 The YCOP shall allow each PIN to have a "class of service" assigned. For example, duration of each call, etc. The proposed System shall provide call restrictions by PIN that provide all of the following restrictions:
 - 1. Youth can be either approved or not approved to make phone calls by PIN.
 - 2. Youth, via the PIN, can be restricted to a specific telephone or group of telephones, at ODYS's option.
 - 3. Limit duration of call. Maximum call duration can be set globally (all PINs), by site, by facility area or by individual youth's PIN, at ODYS's option and can be set for each type of call (Local, intraLATA, interLATA, interstate).

4. Restrict time of day calling. An allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally (all PINs). The global restrictions can take precedence over individual PIN restrictions, at ODYS's option.
5. Limit calling privileges. Restrict a youth under disciplinary action from placing calls.

The Proposal shall describe how these restrictions can be accomplished.

- 5.4.5 The YCOP shall have the ability to limit calls to a specific duration by PIN and by specific telephone numbers assigned to a PIN.
- 5.4.6 The YCOP's PIN feature shall ensure that the automated operator function uses the youth's pre-recorded name (recorded in either the youth's voice and language, or in the voice of an administrator) to announce to the called party from whom the call is originating. Identification of the specific youth and thus the announcement of the youth's name shall be performed by the PIN assignment.
- 5.4.7 The Proposer shall use an announcement similar to the existing announcement. This announcement shall be subject to ODYS approval and include rate information.
- 5.4.8 The Proposal shall explain, in detail, the entire process of PIN administration including, without limitation, the maximum number of digits and the procedures and methods of assigning or changing PINs.
- 5.4.9 ODYS may integrate the YCOP with a Management System for the automatic assignment of PINs. The Proposal shall describe how this will be accomplished.
- 5.4.10 The YCOP shall allow for a restricted number list of telephone numbers to be linked to an individual PIN. Such telephone number lists shall be entered by ODYS personnel.
- 5.4.11 ODYS will not provide to each youth, via the use of PINs, a list of authorized telephone numbers. The Proposal shall describe the following:
 1. Minimum and Maximum Number of PIN Numbers Available per System (Site/Institution).
 2. Minimum and Maximum Number of Destination Telephone Numbers Available per System (Site/Institution).

5.5 Restrictions and Fraud Control Options

- 5.5.1 The proposed YCOP shall allow ODYS personnel to temporarily restrict or disconnect service to an individual youth telephone or station, groups of telephones, or an entire ODYS facility. The Proposal shall describe how this is accomplished with the proposed System.
- 5.5.2 In order to limit possible telephone fraud, a fraud prevention feature shall be available, which shall randomly interject pre-recorded announcements throughout the duration of the conversation to the called party and caller indicating the source of the call. The Proposal shall describe, in detail, how this feature is accomplished.
- 5.5.3 The proposed YCOP shall be able to detect the called party's attempt to initiate a "3-Way" or "Conference Call" with a third party and immediately terminate and/or flag the call. The Proposal shall describe how this detection is accomplished with the proposed System and provide the actual "field tested" percentage of successful attempts in using this feature.
- 5.5.4 The YCOP have a call alert feature. This feature shall alert ODYS personnel that a designated youth is placing a telephone call to a specific number that has been assigned alert status. This status shall be activated by ODYS personnel at ODYS's discretion. The Proposal shall describe how this feature will function.
- 5.5.5 If a called party wishes to be added to a youth's restricted call list or wishes to be on a list that will not allow reception of calls from any youth in an Ohio Correctional Institution, the YCOP Equipment shall have a feature to activate this function. Activation will be by either responding to voice prompts using the dual tone multi frequency (DTMF) telephone buttons or by responding with "yes or no" answers by voice. The System Administrator shall have the capability to manage the list (see Section 5.4.10). This function shall have a verify capability.
- 5.5.6 The Proposal shall describe all detection and prevention capabilities related to fraudulent, illicit or unauthorized activity available on the proposed YCOP.
- 5.5.7 The Proposal shall identify specific activities the proposed System capabilities shall detect and/or prevent. The Proposal shall also identify possible methods youth may use to circumvent these capabilities.
- 5.5.8 The proposed YCOP shall be capable of detecting extra dialed digits from either the called party or the youth's telephone. The Proposal shall describe the options available to ODYS upon detection of the extra dialed digits (i.e., call termination, System alarm, logging of call to the database, etc.).

5.5.9 The proposed YCOP shall be capable of detecting unusual or suspicious number sequences dialed or dialing patterns which the System identifies as possible attempts to commit fraud. The Proposal shall describe the options available to ODYS upon detection of the unusual or suspicious number sequences.

5.5.10 Youth are not allowed to call other ODYS institutions.

5.6 **General Station Equipment (Telephone) Requirements**

The Youth Telephone Station Equipment required for ODYS shall consist of three (3) types of telephones. All telephone Equipment shall be of the highest quality and shall be hearing aid compatible. The total number of telephone instruments for each facility is shown in Attachment A.

The first type, which shall be the majority of youth telephones installed, shall be permanently mounted wall telephones meeting the specifications outlined in this Section of the RFP. The quantity of this type of telephone, within the total number of telephones listed in Attachment A, shall be determined by the facility superintendent at each of the correctional facilities.

The second type of Youth Telephone Station Equipment shall be portable or "movable" youth telephones that are used mainly in segregation units. Industry Standard 2500 telephone sets are not acceptable. The Proposal shall describe how these movable or portable telephones will be moved from one unit to another by ODYS personnel to allow for youth calling. The Proposer shall provide a minimum of one (1) of these instruments per special housing unit within each ODYS facility. The quantity of this type of telephones, within the total number of telephones listed in Attachment A, shall be determined by the facility superintendent at each of the correctional facilities.

The third type of Youth Telephone Station Equipment shall be "all weather" youth telephone sets to be used at ODYS's discretion. The quantity of this type of telephone, within the total number of telephones listed in Attachment A, shall be determined by the facility superintendent at each of the correctional facilities.

5.6.1 All Youth Telephone Station Equipment shall be of new manufacture and shall be provided with the proposed YCOP at no cost to ODYS. (See 5.6.3)

5.6.2 All Youth Telephone Station Equipment shall be installed in all ODYS institutions, at no cost to ODYS.

5.6.3 The Proposer shall provide all required materials, Hardware, Software and station cabling (where re-use is unavailable or new locations are required) to install the Youth Telephone Station Equipment.

- 5.6.4 All Youth Telephone Station Equipment shall be powered by the telephone line and require no additional power source.
- 5.6.5 All Youth Telephone Station Equipment shall have the physical and design characteristics that include all of the following:
1. A chrome plated DTMF tone dial that is water, flame and shock resistant.
 2. A hearing aid compatible handset.
 3. A tamper proof steel housing that protects the electronic components of the telephone.
 4. A paint/finish that is mar and scratch resistant.
 5. A faceplate with concise dialing and operating instructions.
 6. An industry standard design.
 7. An armored handset cord that is resistant to stretching and breaking.
 8. A floating case hardened metal plate to prevent side drilling entry.
 9. An installation reinforced by security studs to prevent easy removal of the telephone.
- 5.6.6 The Proposal shall describe the handset cord component of the proposed Youth Telephone Station Equipment including the lanyard used to connect the handset to the base telephone. It is preferred that this lanyard be a metal composition.
- 5.6.7 The Youth Telephone Station Equipment shall be compact in design. The Proposal shall include diagrams or photographs of the proposed Youth Telephone Station Equipment.
- 5.6.8 The Youth Telephone Station Equipment shall be true dual-tone multi frequency (DTMF).
- 5.6.9 The Youth Telephone Station Equipment shall not be programmable for any purpose.
- 5.6.10 The Youth Telephone Station Equipment shall not include coin entry and return slots regardless of whether these functions are disabled.
- 5.6.11 The Proposer shall provide a unique number, physically imprinted on each Youth Telephone Station Set so that the number can be seen by ODYS staff for the purpose of reporting troubles and troubleshooting problems. As the Youth Telephone Station Sets necessitate replacement, they shall be numbered by the Proposer. As new Youth Telephone Station Sets are added or replaced they shall be identified in the same manner and all appropriate paper work shall be updated to reflect the addition.
- 5.6.12 The Youth Telephone Station Equipment shall be capable of reducing background noise through the use of confidencers or directional microphones in the handset.

- 5.6.13 All Youth Telephone Station Equipment shall provide volume controls, which allow youth to amplify the called party's voice.
- 5.6.14 The Proposal shall describe the provision of dialing instructions in English and Spanish on each Youth Telephone Station Set in a manner, which reduces or eliminates the possibility of such instructions being destroyed. Labels or other accessible surface instructions shall not be acceptable.
- 5.6.15 The Proposal shall describe the provision of a "warning" statement in both English and Spanish on each Youth Telephone Station Set that states "This Call is Subject to Monitoring and/or Recording" in a manner which reduces or eliminates the possibility of such statement being destroyed. Labels or other accessible surface instructions shall not be acceptable.
- 5.6.16 The Proposer shall maintain the above-mentioned station set dialing instructions and warning statements for legibility and accuracy during the Contract term.

5.7 **Voice Quality**

- 5.7.1 The Proposer shall propose an YCOP that provides a quality of connections that meet or exceed appropriate industry standards in the United States and enacted by appropriate standards organizations for transmitted and received levels, noise, cross talk and frequency range. The Proposer shall provide ODYS with the standard (i.e., Bellcore, ANSI, etc.) to which its YCOP will adhere.
- 5.7.2 The voice quality level listed above shall be in place for all telephone services at all stages of a call and shall not be affected by any other YCOP feature, function or capability.

5.8 **Americans with Disabilities Act (ADA) Compliance**

All of the proposed YCOP station sets shall be ADA compliant. Due to security concerns, ODYS shall be capable of requiring the Contractor to modify certain features on station sets such as cord length and mounting height. The YCOP's TDD/TTY Equipment shall be protected and secured by ODYS when not in use.

- 5.8.1 All of the Youth Telephone Station Equipment shall be compatible with telecommunications for the deaf (TDD/TTY) Equipment.
- 5.8.2 The Proposer shall be responsible for providing a single TDD/TTY device for the YCOP at each ODYS institution listed in Attachment A of this RFP.

- 5.8.3 The YCOP TDD/TTY Equipment shall be portable, such that it can be used with any YCOP station set at each ODYS institution listed in Attachment A of this RFP.
- 5.8.4 The YCOP TDD/TTY Equipment shall allow youth to communicate via keyboard entry.
- 5.8.5 The YCOP TDD/TTY Equipment shall contain a display (i.e., LCD, LED, etc.) and a printer device.
- 5.8.6 The YCOP TDD/TTY Equipment must have real-time monitoring capability so that whatever is keyed is immediately displayed at a remote monitoring area or site.
- 5.8.7 The YCOP shall record the entire call utilizing the TDD/TTY Equipment.
- 5.8.8 The Proposer shall provide decoding and playback capability. The System shall not rely on paper copy only.
- 5.8.9 A separate call-length timer shall be provided for the TDD/TTY service.

5.9 **Collect Call Services**

- 5.9.1 The Proposer shall provide the collect call services required in this RFP through the use of an Automated Operator. A youth shall never be connected to a "live" operator.
- 5.9.2 The Proposer shall be responsible for billing parties receiving collect calls from the YCOP and for collecting payments for these calls.
- 5.9.3 The Proposer shall provide a toll free number which will be clearly shown on the called party's bill for assistance in billing matters.
- 5.9.4 The Proposer shall provide all local, intraLATA, interLATA and interstate collect call services at all ODYS institutions where the YCOP is installed. The Proposer shall be responsible for installing and maintaining all telephone circuits necessary to provide the required collect call services.
- 5.9.5 The proposed YCOP shall not allow for collect calls to be placed to international locations outside of the 50 states and United States territories.
- 5.9.6 The Proposer's Youth Class of Service collect call rates charged to the called party, within Ohio, shall not exceed tariff per minute rates and tar riffed per call surcharges, applicable to local, intrastate/intraLATA toll and

intrastate/interLATA calls originating from ODYS facilities collectively, the "Intrastate Tarrified Rates." The Proposer's Intrastate Tarrified Rates shall remain fixed for the term of the Contract and not be changed without ODYS's written consent.

5.9.7 The Proposer's rates charged to the called party for collect calls outside of Ohio, regulated by the FCC, shall not exceed the Message Toll rates for collect long distance calls and shall not exceed the surcharge rate for Youth Class of Service Operator Station Collect set by the inter-exchange carrier with the highest yearly domestic long distance toll revenues.

5.9.8 The Proposer shall collect all revenue from the called party for collect calls placed by youth. The Proposer shall provide a percentage of that revenue as a monthly commission fee to ODYS. The commission revenue fee paid to ODYS shall be based on gross revenue. Gross Revenue is defined as revenue for all accepted calls without exception. The Proposer shall not deduct fraudulent, uncollectible or unbillable calls from the Gross Revenue prior to applying the Commission Percentage Rate for ODYS.
Note: ODYS anticipates a 0% commission rate during the term of the contract.

5.9.9 A check for the commission amount shall be sent to ODYS no later than 45 days after the close of the billing month. For example, a commission check for calls made during April shall be forwarded to ODYS no later than June 15th.

5.10 Miscellaneous Requirements

5.10.1 The Proposer shall not charge for calls that result in Special Information Tones (SIT), ring/no answer, or busy conditions.

5.10.2 The Proposer shall provide local exchange service for collect calling use at each ODYS institution listed in Attachment A of this RFP. The local calling area shall be equivalent to the local calling public pay telephone area at each ODYS institution. The Proposer must assure that the proposed YCOP is capable of identifying a dialed number as local, based on the pay telephone calling area, and correctly rate and route the call.

5.10.3 The Proposer shall install and maintain all telephone circuits necessary to provide local exchange and long-distance calling.

5.11 System Calling Protocols

5.11.1 Each call placed through the YCOP must be electronically identified by the System as being a call originating from "(name of institution), an Ohio juvenile correctional institution," with or without the accompanying youth PIN.

- 5.11.2 If a call is not accepted by the party called, or if no one answers the call, the Proposer's service shall inform the youth of the situation and not simply disconnect the call.
- 5.11.3 The YCOP must have the capability to accept the called party's response via Dual Tone Multi-Frequency (Touch Tone Pad) input from the telephone. The Proposal shall describe how the System will accept input from rotary dial telephone users.
- 5.11.4 The YCOP shall have the capability to accept the called party's response via voice response. (Yes/No Response)
- 5.11.5 The YCOP shall have the capability to interject messages into a telephone call at random intervals (i.e., "this call is from an Ohio correctional institution") as deemed necessary by ODYS and at ODYS determined intervals. The activation or deactivation of this feature must be controlled by ODYS Central Office.
- 5.11.6 The YCOP shall be capable of announcing to the called party the name of the calling youth. Proposer's shall provide a mechanism to record a youth's name one time to be used each time this announcement is required. The activation or deactivation of this feature must be controlled by the correctional institution.
- 5.11.7 The YCOP shall be capable of announcing to the called party how to accept calls. The activation or deactivation of this feature must be controlled by the correctional institution.
- 5.11.8 The YCOP shall be capable of announcing to the called party the collect call rate, prior to acceptance.

5.12 **General System Operational Requirements**

- 5.12.1 The Proposal shall describe how the proposed YCOP will operate:
 - 1. Within each ODYS facility;
 - 2. Throughout all ODYS facilities/Systems; and
 - 3. In conjunction with the Proposer's organization/facilities.

- 5.12.2 The Proposal shall describe the network of services required to support the proposed YCOP (i.e., ISDN, 56Kbps Circuit, T-1, frame relay, etc.). The new network must not be a part of any public network.
- 5.12.3 The Proposal shall describe how remote access to the System shall be provided.
- 5.12.4 The Proposal shall describe all electrical and environmental requirements of the System for each ODYS facility. Such information shall be provided for all components of the YCOP including central processor, recording and monitoring Equipment, etc.
- 5.12.5 The Proposer shall provide and install adequate surge protection for the proposed YCOP and its components. The use of traditional "power strips" for surge is not acceptable for this requirement. The Proposer shall provide and install adequate lightning protection Equipment on all network services supplied for the proposed YCOP. The Proposer shall provide an adequate number of uninterruptible power supply (UPS) Systems that also have surge protection and line conditioning at each ODYS facility capable of supporting all YCOP components, including Call Processors and recording and monitoring devices for a minimum of one (1) hour. A UPS capable of supporting each workstation/printer for a minimum of fifteen minutes shall also be included. The Proposer shall provide, install and maintain all YCOP UPS System Equipment at each of ODYS facilities. The Proposer shall replace all UPS System Equipment upon expiration of the manufacturer's life cycle of the installed product.
- 5.12.6 The Proposal shall describe what will occur when commercial power to the YCOP is lost. In the case of the loss of commercial power and the failure of the UPS System, the YCOP must automatically restrict or "shut off" all Youth Station Equipment (Telephones) so that no youth calls can be made until commercial power is restored. The Proposer shall propose an YCOP capable of recovering from a power outage automatically or remotely, once commercial power is restored.
- 5.12.7 In the event of a natural or human-induced disaster that causes failure or an extended disruption to service, the Proposer shall describe a disaster recovery plan, outlining the processes and procedures that would take place for recovery or continuation of technology infrastructure. This plan should outline resumption of applications, data, hardware, communications, networking, and any other IT infrastructure. Each of these plans should include the disaster avoidance and recovery procedures that are in place to protect the following: System alarm notification of such event, call processing equipment, on-site and off-site, back office systems, redundancy, system data recovery, equipment replacement, and technical support.
- 5.12.8 The Proposal shall describe the space requirements associated with the YCOP Equipment and Software. The Proposal shall clearly define how much

physical space is required for each Hardware component. The Proposer should be aware that limited space is available in ODYS facilities and that a smaller rather than larger space requirement is desired.

- 5.12.9 The proposed YCOP Call Processor and Recording Equipment application Software shall be administered and operated from a single workstation. The Proposal shall describe such workstation and how application Software will be remotely maintained by the respective manufacturers without compromising other application Software and data.
- 5.12.10 The workstations(s) shall utilize Windows NT® client operating System Software. The operating System Software shall provide a Graphical User Interface (GUI). If not Windows NT®, indicate what operating Software will be provided.
- 5.12.11 Each workstation network for the call control and monitoring equipment shall have multiple port 10-Base-T connections. The Proposal shall describe what is necessary to accomplish such a connection. The ODYS is not looking to integrate LANS. ODYS needs capability to have a minimum of two computers connected to the YCOP.
- 5.12.12 The Proposer shall provide matching manufactured "Equipment Racks" for Call Processors and Recording and Monitoring Equipment. System Hardware accessories shall also be rack mounted. The Proposal shall provide manufacturers' cut sheets and face layouts.
- 5.12.13 The proposed Call Processing and Recording Equipment shall be remotely located in a telephone or computer room or other location to be designated by ODYS. The Proposal shall explain how this remote location shall be accomplished and provide line diagrams showing how Equipment will be connected.
- 5.12.14 The Proposer shall provide, at a minimum, a seventeen-inch (17") monitor with each workstation. The Proposal shall indicate the manufacturer and model number of the proposed monitors.
- 5.12.15 Access to administrative functions and data shall be password protected.
- 5.12.16 The workstations shall have "hot swappable" drives and power supplies.
- 5.12.17 The Proposer shall provide one workstation and two laptop computers for each ODYS facility listed in Attachment A, except the Central Office, which shall receive Three workstations and Two laptop computers; all with the same capabilities as stated in this section. The laptop configurations must be as follows: processor – dual core (Intel based preferred); 2.4 MHz or higher memory – 4 GB of random access memory (RAM) or more; display – 14.1 or

arger; hard drive – 120 GB or larger; DVD/CD R/RW drive , and operating system – Windows XP or VISTA. The workstations shall provide the latest microprocessor technology available (Intel based preferred), 4 GB RAM or more, a DVD/CD/R/RW drive and a USB portable memory device with enough memory to transport a minimum of 100 calls.

5.13 System Capacities

The Proposal shall describe the capacities/limits for the proposed YCOP. At a minimum, the Proposer shall provide the capacity for each of the following items:

1. Individual Youth Accounts;
2. Call Records;
3. Simultaneous Administrative Users;
4. Workstations;
5. Silent Monitors;
6. Simultaneous Users of Silent Monitor Equipment;
7. Youth Telephones; and
8. Telephone Calls.

5.14 Software Enhancements/Upgrades

5.14.1 The Proposal shall explain the process for handling requests from ODYS for System Software enhancements. Enhancements shall be at no charge to ODYS.

5.14.2 Except for enhancements requested by ODYS, the Proposer shall provide, at no cost to ODYS, Software enhancements/upgrades to the proposed YCOP when the enhancement/upgrades are beneficial to either party for the purpose of System security or operational efficiency. The installed YCOP shall always have the latest general release of the System Software including operating systems for the System administration or System reporting terminals/PCs. Beta and field tested Software shall not be provided unless specifically approved by ODYS. Prior to any Software upgrades or enhancements, the Proposer shall discuss the Software benefits with ODYS and proceed only after ODYS approval.

5.15 General System Management Requirements

5.15.1 The Proposer shall propose an YCOP that can be administered on-site by Proposer or ODYS personnel.

5.15.2 The Proposer shall propose an YCOP that allows for changes to be administered in "real time" while the System is in use. The proposed System shall not require the System to be taken off-line to make additions, changes or retrieve reports.

5.15.3 The Proposal shall describe what System administration functions are available with the proposed YCOP (i.e., new account entry, account/record modification, account deletion, etc.). The Proposal shall provide samples of its User Interface screens.

5.15.4 The Proposal shall describe the transfer of youth records when a youth is moved from one ODYS facility to another.

5.15.5 The Proposal shall describe the System security for all data stored locally or in a central database. Such security description shall include System security as well as how access to such sensitive information shall be performed within the Proposer's organization.

5.16 **Data Back-Up**

5.16.1 The Proposal shall describe the process for ensuring data integrity both in the local and central databases.

5.16.2 The Proposer shall perform all System and database back-ups and archiving. The Proposer shall provide all archival Hardware, supplies, network and recovery procedures to ensure that no data will be lost.

5.16.3 The Proposer shall be capable of recovering all System data for all locations, to the point of full System operation, using a System backup.

5.16.4 The Proposal shall describe the back-up schedule for:

1. The local databases for each ODYS facility;
2. The central database for the entire System.

5.16.5 The Proposer shall provide for all database information to be stored off site from the Proposer's location (see Section 5.3). The Proposal shall describe how this "copy" will be kept current with the other System backups.

5.16.6 The Proposal shall acknowledge that ODYS owns all archived information, call detail, youth records, etc.

5.17 **System Reports**

5.17.1 The proposed YCOP shall provide reporting and querying methods and capabilities, which provide maximum flexibility, a user friendly interface, speed, efficiency and accuracy. The Proposal shall describe the reporting capabilities of the proposed YCOP.

5.17.2 The proposed YCOP shall allow for the generation of reports by an ODYS facility, including Central Office, a combination of ODYS facilities or all ODYS facilities.

- 5.17.3 The proposed YCOP shall allow for the generation of reports by ODYS personnel based on their user level restriction.
- 5.17.4 The proposed YCOP shall allow for the generation of reports by a user-friendly interface. The Proposal shall describe how the user interface will be used for generating reports.
- 5.17.5 The Proposer shall provide at least one HP LaserJet 4050N, or equivalent, 17ppm laser printer for each institution listed in Attachment A of this RFP. The Proposer shall provide toner cartridges and required maintenance for the Contract term. The Proposer shall provide print servers for each printer.
- 5.17.6 The proposed YCOP shall allow for the generation of standard System reports as well as reports customized for the specific needs of ODYS.
- 5.17.7 The Proposal shall include samples of its standard System reports.
- 5.17.8 The proposed YCOP shall allow for selected reports to be generated automatically based on ODYS criteria (i.e., time of day, volume of calls, particular youth, etc.). The Proposal shall describe all options available to ODYS for this automatic report generation.
- 5.17.9 The proposed YCOP shall allow for automatic generation of reports on an ODYS facility or System wide basis.
- 5.17.10 The proposed YCOP shall provide adequate processing power and memory to allow for rapid search and report generation capabilities.
- 5.17.11 The proposed YCOP shall allow for all report data to be stored in an ASCII file format on removable electronic storage media (i.e., CD-ROM, high capacity diskette, etc.).
- 5.17.12 The proposed YCOP shall allow for report data to be stored in various electronic formats (i.e., standard DBF format, FileMaker® format, Microsoft Excel® format, etc.). The Proposal shall list the available electronic formats.
- 5.17.13 The proposed YCOP shall allow for all reports to be viewed in hard copy format or viewed on-line by a user with the proper access level.
- 5.17.14 The proposed YCOP shall provide for the following reports, at a minimum, to be generated for ODYS:
1. Chronological List of Calls;
 2. Daily Call Volume Summary;
 3. Daily Call Volume Detail;
 4. Youth Account Summary;

5. Youth Account Detail;
6. Frequently Dialed Numbers;
7. Specific Telephone Number Dialed Usage;
8. Suspended Youth Account;
9. Alert Notification;
10. Telephone Numbers Called by More Than One Youth;
11. Telephone Numbers Assigned to More Than One Youth Account;
12. Quantity of Calls per Youth Account;
13. Quantity of Minutes per Youth Account;
14. Blocked Telephone Number List;
15. Local Exchange Volume (by Exchange);
16. Area Code Volume (by Area Code);
17. Hot number list;
18. Strategic Threat Group Detail Report;
19. PIN/Destination correlation; and,
20. Billed number account information.

The reports reside on the YCOP system and are delivered on demand, real time by the operator to his/her system terminal. The data in the report should be searchable on the YCOP system network. At any time, any user of the system, at any facility, can generate reports with up-to-date information in a soft or hard copy. The hot number list should be automatically generated and alert the operator at the facility where the numbers originated.

5.17.15 The Proposal shall describe if custom queries can be used by ODYS on the new central database.

5.17.16 The proposed YCOP shall have import capabilities and be interfaced to the administrative PBX so that respective CDR can be merged on a regular basis for the purpose of operational intelligence. Such interface might be accomplished with spare SMDR ports or "Y" cables. Application Software shall be provided for generating reports. Information from the SMDR and dialed information from the YCOP should be compared and delivered to the staff in the form of a "hot number list" report as set forth in Section 5.18.14.

The data is being compared to ODYS employee called numbers and other ANIs. The data in the report should be searchable on the YCOP system network and reports can be generated by any ODYS user of the system, at any facility at anytime, in the form of a soft or hard copy. The comparison is constantly being updated and is supplied on demand by the ODYS operator of any workstation, at any time, at all sites.

5.18 Youth Account Information

5.18.1 The Proposal shall describe the options for ODYS concerning youth account information. This description shall include such items as PIN, length of youth name fields (first, middle, last), identifier of ODYS facility, comments field, language preference field, account activation date, date of arrival, current status, etc.

- 5.18.2 The proposed YCOP shall provide alert levels to be placed on a youth's account information. Such alert levels shall be viewable in real time mode by the System administration terminal or by printed report.
- 5.18.3 The proposed YCOP shall allow ODYS to restrict a youth from placing all calls assigned to his particular PIN with the exception of privileged numbers.
- 5.18.4 The Proposal shall provide for a minimum of fifteen (15) approved telephone numbers assignable to a youth's account. (The Proposer shall state the maximum number of telephone numbers assignable to a youth's account.) The Proposal shall provide a method that allows Youths to manage their call list (i.e., add, delete, check status-approved, denied, or pending approval) at the telephone station and provides an interactive voice response (IVR) that provides an automated acceptance or denial by an outbound verification call. A Youth shall not have a telephone number added until the owner of that number approves accepting calls from that Youth.
- 5.18.5 The proposed YCOP shall provide the preference of English or Spanish voice messages or prompts depending on a youth's account information. The default setting for each youth shall be English until flagged by ODYS personnel to Spanish.
- 5.18.6 The proposed YCOP shall provide standard language prompts other than English and Spanish. Any language provided shall be controlled by the youth's account information. The Proposal shall provide a list of languages available with the proposed YCOP.
- 5.18.7 The proposed YCOP shall be capable of assigning a youth's account to an individual telephone or group of telephones so that the youth's account may only place calls from those designated telephones. These telephones shall still be capable of being used by youth accounts not specifically assigned to them.

5.19 Additional Operation Requirements

The proposed YCOP shall be capable of being configured to control the amount of time between youth completed calls. The proposed YCOP shall be capable of placing time limits on calls. ODYS shall be capable of enabling and disabling this feature. This time interval shall be configurable by minute increments.

5.20 Transition And Implementation Requirements

ODYS presently has an YCOP System. The Proposal shall address the transition from the existing YCOP to the new YCOP at all ODYS institutions listed in Attachment A of this RFP. ODYS realizes that some "down time" will occur during this transition but the Proposer shall propose an implementation plan that reduces this "down time" and allows for a smooth progression to the new YCOP. The successful Contractor's

project management team shall be comprised of experts in the areas of program and project management, network and infrastructure design, information technology systems and service integration. The Proposal shall address the transition from the existing YCOP to the new YCOP at all ODYS facilities listed in Attachment A of this RFP. The new YCOP system shall be efficiently completed, with the use of a competent plan, updated frequently and utilized by the Contractor for the planning, management and coordination of this project. Therefore, the requirements of the contract as to scheduling and reporting, as well as time limits for completion of the work, are of the greatest importance.

5.20.1 The Proposer shall furnish or cause to be furnished, all labor, supervision, Equipment, materials, and supplies necessary to install the proposed Systems.

5.20.2 The Proposal shall provide a transition and implementation plan which shall include, but not be limited to, the following components:

1. Introductory Kick-off meeting;
2. Planning (site plan by location);
3. System Design (equipment/infrastructure);
4. Security Plan Documentation (access/data);
5. Project Schedule (timeline);
6. Transition procedures from the existing System to the new System;
7. Staffing Plan – Number of staff dedicated to the project by job title and job description. Plan must include the Contractor's expectations of both the Contractor and ODYS staff. A dedicated Project Manager (single-point of contact) must be assigned and included in the staffing plan through implementation and cutover service. Each member of the implementation team must be fully trained and certified by the manufacturer as qualified to service the YCOP;
8. Responsibility of ODYS staff at each facility;
9. Software Programming and preparation;
10. Infrastructure procurement and installation;
11. Equipment specifications, procurement and installation;
12. Training;
13. Testing;
14. Delivery and acceptance;
15. Database management;
16. Enrollment;
17. Cutover to service;
18. Updating;
19. Reporting;
20. System management;
21. Documentation (system design, training manuals, etc);
22. System maintenance and support; and,
23. Transition plan.

5.20.3 The Proposal shall provide an implementation plan which shall include a detailed explanation of the following items:

1. Pre-installation procedures for each ODYS facility;
2. Pre-installation procedures for the complete System;
3. Network service coordination requirements;
4. Software programming and preparation;
5. Equipment delivery schedules;
6. Equipment security procedures;
7. Equipment/System installation procedures;
8. Station Equipment installation procedures;
9. System testing;
10. Proposer central site planning and implementation; and
11. Actual System cutover to service.

5.20.4 The Proposer shall cooperatively work with the present contractor to arrange removal of the existing Youth Station Equipment (Telephones) in all ODYS facilities listed in Attachment A of this RFP and replace them with new telephones. In the event of a problem or question of continuity arising during installation of the proposed System, provisions shall be made by the Proposer for joint testing of the System by the Proposer and ODYS at no additional cost to ODYS.

5.20.5 The Proposer shall be responsible for the generation and creation of the System database(s) required to provide a fully operational YCOP. As requested, ODYS shall provide the Proposer with appropriate information. The Proposal shall describe how the current System database information, including youth profile and call records, will be retained during conversion to the new System.

5.21 **Implementation Team**

5.21.1 The Proposal shall specify the members of the team and their responsibilities for installing the proposed YCOP at each ODYS facility. (see Section 4.6)

5.21.2 The Proposal shall state the requirements and responsibilities of ODYS's implementation team.

5.21.3 The Proposer shall assign one project manager to oversee the YCOP project. This project manager shall act as a single point-of-contact for ODYS during the life of this System implementation.

5.21.4 The Proposer shall warrant that each member of the implementation team who will service the proposed System has been fully trained and certified by the manufacturer as qualified to service the proposed YCOP.

5.22 System Testing

The Proposal shall provide a comprehensive functional test plan to assure ODYS of the System's readiness to accept youth Call Out traffic. This test plan shall include a checklist of items to be performed by the Proposer's implementation team and verified by ODYS staff.

5.23 System Acceptance

The Proposal shall provide a comprehensive acceptance plan for the YCOP at each ODYS facility. System acceptance shall be determined by a consecutive 30-day period during which the System shall function "error free." The Proposer shall work with ODYS to determine the actual definition of "error free" operation. Failure of the System to meet mutually agreed upon acceptance criteria for more than 30 days may result in ODYS requesting replacement of that particular System. Additional acceptance requirements are stated in Section 3.5.1 of this RFP. Where a conflict exists, the more stringent requirement as determined by ODYS shall apply.

5.24 System Documentation

5.24.1 At the completion of the YCOP System installation and implementation, the Proposer shall provide a complete set of System reference manuals, which must include information specific to the installation at each ODYS facility.

5.24.2 The Proposer shall supply trouble logs for all problems reported on the System on an as needed basis.

5.24.3 The Proposer shall supply all necessary documentation to ODYS site administrator relating to maintenance contact numbers, maintenance reporting procedures, maintenance escalation procedures, etc.

5.25 Training Requirements

It is critical to the success of the installation of the YCOP that ODYS personnel be thoroughly trained in various aspects of the System operation. Therefore, the Proposer shall provide a complete training schedule based on the following requirements.

5.25.1 The Proposer shall provide training to ODYS at no cost.

5.25.2 The Proposer shall provide end-user training on site at the various ODYS facilities.

5.25.3 The Proposer shall provide on-site training for various levels of ODYS staff including part-time and full-time System administrators, special investigators, and data entry specialists.

5.25.4 The Proposer shall provide training for all assigned System users on the following matters:

1. How to create, delete and modify youth records;
2. How to generate appropriate System reports;
3. How to maintain alert levels and respond accordingly when these levels are exceeded;
4. How to change youth restriction levels; and
5. How to initiate System restrictions including and shutting down of individual youth telephones, groups of youth telephones or the entire facilities' Systems.

5.25.5 The Proposer shall provide training on all components of the YCOP.

5.25.6 The Proposer shall provide full training on the provided recording Equipment including the live monitoring of youth calls, playback of archived calls and the transfer of calls to other media for playback at off-site locations.

5.25.7 The Proposer shall provide refresher System training for existing ODYS personnel when required by ODYS.

5.25.8 The Proposer shall provide additional training for new ODYS personnel when required by ODYS.

5.25.9 The Proposal shall describe any advanced System training that may be available to ODYS personnel whether provided on-site at an ODYS facility or off-site at the Proposer's training facilities.

5.25.10 The Proposal shall include the name and the title of the person who will have the overall responsibility for training.

5.25.11 Written material utilized in the training program shall become the property of ODYS upon completion of the training sessions.

5.25.12 The proposed YCOP shall provide for on-line help for System operation, administration, reporting and management functions.

5.26 **Post Installation And Expansion Requirements**

5.26.1 ODYS may require the addition of Equipment at its facilities after the original installation of the proposed Youth Call Out System. The Proposer shall install additional Equipment within 30 days of notification from ODYS authorized personnel. This Equipment and installation shall be at no cost to ODYS.

5.26.2 The Proposer shall be responsible for making all System modifications necessary to allow youth to place calls as industry dialing requirements change, at no additional cost to ODYS.

- 5.26.3 The Proposer shall be responsible for complying with and updating the YCOP System for any regulatory changes and requirements during the Contract term, at no additional cost to ODYS. These regulatory changes and requirements include federal, state, county and municipal modifications.
- 5.26.4 All call processing and call rating information shall be kept current by the Proposer to ensure the ability to place calls. This information includes, but is not limited to, local exchanges, area codes, vertical and horizontal coordinates, and any other information necessary to accurately process and rate calls. The Proposer shall provide ODYS with rating information for all calls when requested by ODYS.
- 5.26.5 ODYS reserves the right to renegotiate the Contract in the event that, (1) calling rates become noncompetitive and/or (2) advances in technology, Equipment and/or Software are such that retaining existing Equipment and/or Software would not be in ODYS's best interest.

5.27 Phase Out Plan

The Proposal shall describe a plan for a phase-out situation at the expiration or termination of the Contract term should the Proposer not be selected for the next contract to provide an YCOP to ODYS.

5.28 Youth Prepaid ("Debit") Calling Option

Proposers are requested to respond to this section and propose optional plans and equipment. Those items marked as Options will not be a factor in award of the contract. Failure to so respond and so propose may cause the Proposal to be rejected as non-responsive. ODYS reserves the right to accept or reject, in part or in whole, the proposed options as a related service of the YCOP.

There are two types of calling (non-video visitation) allowed by ODYS in this RFP; collect calling (including prepaid collect) and prepaid/debit calling with the same security features applying to both types. In both types, the Youth initiates the call to a called party. If the Youth chooses to initiate the call as a collect call, the called party must accept the charges for the call. If the Youth chooses to initiate the call as a debit

call, the call is paid for up-front by the Youth or others. The Contractor will provide an YCOP system whereby telephone calls are automated, voice activated collect calls, prepaid collect calls and debit/prepaid calls to include local, long distance service to the 50 United States, United States territories, and international countries.

Generally, the ODYS expects the debit-call program to have the following features and functionalities. The Contractor will establish a debit phone account for each Youth who purchases prepaid call time. Youths will be capable of transferring funds from their Youth personal accounts to their debit phone accounts by purchasing prepaid telephone time in the commissary. Friends and family will use a kiosk stationed at each ODYS facility to fund debit phone accounts and may also fund those accounts through payment options with the Contractor, such as mail, telephone or website payments. When phone time purchase data is received, the Contractor shall process the transactions and add the funds to the Youth's debit phone account as soon as possible. The Youth initiates a call, enters his/her PIN, selects the debit calling option, and dials a phone number. The Contractor's call processor validates the dialed number, PIN, call blocks, and account balance before the call is placed. The call is placed. The called party receives and accepts or rejects the debit call. Either the Youth is notified that the call was not completed with the reason for the unsuccessful completion or a call path is established. The call is correctly rated and connected. Call charges are deducted from the Youth's debit phone account as soon as the call is completed or terminated. The YCOP system will not allow the debit phone account balance to become negative. At the end of the month or earlier upon agreement of the parties, the Contractor shall invoice each ODYS facility for all sales during the previous period of time. The ODYS will transfer all the prepaid telephone time purchased during that time period to the Contractor within an agreed upon time period.

The ODYS will assume no responsibility for the funding of the debit phone account, nor be responsible for any uncollected funds the Provider may incur, nor is the ODYS assuming any liability or risk of loss for Youth prepaid/debit calls.

The Proposer shall describe the methodology to meet the following debit call features and functionality requirements:

5.28.1 The proposed YCOP must provide for Youth use through a debit call mode at all ODYS facilities listed in Attachment A, except Central Office. The proposed YCOP shall process debit or collect calls depending on the choice made by the Youth caller.

The Proposer shall develop a prepaid, debit-calling plan that shall be funded by individual Youths through an Youth's facilityal account, as well as be funded by their friends and family such as approved visitors making deposits through the use of kiosks. Any process/transaction/convenience/service fee for such use of kiosks may not exceed three dollar (\$3.00). The Youth's purchase of call time through the commissary is in lieu of the Youth requesting a check be sent to the Contractor to purchase that time. As such, the commissary purchase will not include any taxes that may be related or applicable to actual phone time, usage, or purchase of the prepaid time. The Contractor will be responsible for charging for, collecting, and paying any applicable taxes.

Any other methods for funding the Youth's debit-call account that are provided to the Youth's friends and family by the Contractor such as website deposits, telephone or mail payments to the Contractor shall not charge a service fee, and any other methods are subject to approval by the ODYS Project Representative. The Contractor shall not receive funds for deposit to the Youth's prepaid telephone account from "unapproved sources" which means any of the following: any person under the supervision of the ODYS or any other correctional agency unless approved by the warden; any transaction the warden has cause to believe is for an unlawful purpose; and any other source where the warden has cause to believe the transaction is for an unlawful purpose, including, but not limited to, fraud, extortion, blackmail, dealing and gambling.

When the Contractor receives the phone time, prepaid purchase, transaction data from the ODYS, it shall be processed to establish and / or deposit phone time credits to the Youth's debit phone account within twenty-four (24) hours of such data being posted by the ODYS. The ODYS prefers this accounting process to be more immediate.

Debit calls must be made through network services provided by the Proposer at no cost to ODYS. This debit program will be designed to require a minimal amount of ODYS staff time and maintenance. The Proposer shall be responsible for providing any resources necessary to implement a debit call plan.

- 5.28.2 The Contractor will process refund checks to Youth-releasees who have been released from incarceration with the ODYS and still have a debit phone account balance. Those checks should be sent to the address specified by the Youth-releasee. There will not be a refund for a balance in the debit phone account unless the Youth is released. The Youth will not be allowed to transfer any funds in the debit phone account to his/her personal account.

In the event the Youth is transferred from one ODYS facility to another facility, the Youth's telephone account including funds should automatically transfer. In the case of an Youth's death, any funds in the debit account shall be returned as directed by the Youth's valid, written declaration (i.e., will) or in the absence of such declaration, to the person with the right of disposition of the funds, pursuant to Chapter 2108 of the Ohio Revised Code, as set forth in Procedures VI. F. of ODYS Policy 66-ILL-02 (Youth Deaths).

- 5.28.3 When placing a debit call, the Youth-caller will be notified, at the beginning of each call but prior to placing it, of the balance on the Youth's debit phone account. The Contractor's call processor validates the dialed phone number and Youth PIN for such balance. If so validated, the call is processed, correctly rated, and connected.

The proposed YCOP must provide for true "answer supervision" for the billing of debit charges. Call charges shall begin when the call is accepted by the called party and shall terminate when either the Youth or the called party hangs up. The YCOP shall be capable of debiting an Youth's debit phone account automatically and in real time as a call is taking place. However, The YCOP must delay initial charging of the call by a pre-determined number of seconds that are defined as call set-up time. Call acceptance by the called party shall be accomplished through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The YCOP shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc.

5.28.4 The Proposer shall provide the debit call services required in this RFP through the use of an automated operator. An Youth shall never be connected to a "live" operator.

5.28.5 A call is first processed for administrative checks (e.g., whether the dialed number is on that Youth's approved call list). If any check is unsuccessful, the YCOP shall generate a message to the Youth and abort the process. If all checks complete successfully, the call is processed. The YCOP system will make the following types of notifications when the Youth is placing a debit call:

- A. The dialed number is not on the Youth's approved calling list or has been restricted by the ODYS.
- B. Select the debit or collect option.
- C. The call is being terminated because of lack of adequate funds in the debit phone account which shall never have a negative balance.
- D. The options, including collect calling, if the balance in the debit phone account is insufficient for the desired call. If an Youth has sufficient funds to complete at least a two minute debit dial call, the YCOP shall allow the call to be processed.

5.28.6 The ODYS requires various administrative capabilities to ensure the financial integrity of the Youth debit phone account. These capabilities are: Youth account management, audit trails, transaction reports, centralized management and report capabilities, capabilities to detect and eliminate fraud in order to protect the financial integrity of the Youth debit phone account and the public.

5.29 Proposer's YCOP Interaction/Integration with ODYS's Youth Personal/Commissary/Trust Fund Application

In order to meet the following features and functionality requirements, the Proposer

shall describe how the debit call mode of the YCOP will be designed to interact/integrate with CACTAS for ease of transfer of money from the Youth's personal account to the Youth's telephone account:

5.29.1 ODYS uses the Cashless Commissary and Trust Fund Accounting System (CACTAS) to manage its facility commissaries and Youths' personal trust fund accounts.

5.29.2 One of the sources of funds for an Youth's debit phone account in YCOP is the Youth. To facilitate the transfer of funds from the Youth's personal account (managed by DRC) to the Youth's YCOP debit phone account (managed by the Contractor), Youths will purchase prepaid call time through the commissary. The Youth will purchase prepaid call time in the facility commissary in increments of \$5 (five dollars), not to exceed \$100 (one hundred dollars) per week rolling seven (7) day period.

5.29.3 On an hourly basis, CACTAS will export a quoted, comma-delimited text file containing the facility abbreviation, Youth number, Youth name, and dollar amount of time purchased at the commissary. This file will be placed on the ODYS's FTP server and named YYYYMMDDHHSSmmm.txt based upon the date and time of creation. The Contractor will be responsible for electronically picking up the files from the ODYS FTP server and processing the information contained within to post the purchased amount of call time to the specific Youth's debit phone account. The Contractor may choose to pick up the files after they are posted each hour, pick up all files once a day, or pick up files using a different schedule. All files shall be picked up and the transactions processed and posted to the Youths' debit phone accounts within 24 hours after they are posted by the ODYS.

5.29.4 The Proposer shall describe how it will match the Youth number to the information held in the Proposer's database to ensure the purchased call time is posted to the proper Youth's account.

5.30 **Kiosk Plan Option**

The kiosk deposit process should be a quick and easy method for approved visitors (i.e., families and friends of Youths) to deposit monies into an Youth's personal and or debit telephone accounts. The kiosk should accept cash, credit cards, debit cards, electronic checks (ACH), and check cards. ODYS is not responsible for any set-up or hardware fees associated with installation of the kiosks. All ongoing monitoring, services, maintenance and support, and cash pickup are provided by the Contractor, at no cost to ODYS.

The Proposal shall provide specific details of the Proposer's ability to provide the kiosk equipment and services and to administer the below-stated kiosk plan including, but not limited to, the following information:

Kiosk Units

- 5.30.1 The kiosk (one per each ODYS facility listed on Attachment A excluding Central Office) must be a simple installation in the visitor entry area of each ODYS facility; requiring only a standard 110v outlet and broadband internet connectivity. Contractor will install tamper-resistant and durable kiosks suitable for a correctional environment and shall not include moveable parts. The kiosk shall be placed on a separate network provided by the Proposer.
- 5.30.2 By mutual agreement of the parties, Contractor may install additional kiosks and necessary cabling/equipment at no cost to the ODYS, in locations specified by the ODYS such as minimum security camps on the grounds of particular ODYS facilities, throughout the term of the Contract and/or any renewal terms.

5.31 Deposit Processing

- 5.31.1 The customer convenience/service/transaction fee charged to approved visitors for kiosk deposits cannot exceed \$3.00 per deposit.
- 5.31.2 Contractor shall assume all responsibility for all funds deposited by approved visitors. ODYS shall not be held responsible for any charge-backs or fraud.
- 5.31.3 Proposer shall configure its kiosk deposit application in accordance with ODYS's deposit rules and policies, including but not limited to, rule 5120-5-02 (Youth funds) of the Ohio Administrative Code. The deposit application shall notify depositors that deposits made to an Youth's personal account may be subject to collection for payment of Youth debt if such debt exists. Deposits made directly to an Youth's debit call account are not subject to collection for payment of any Youth debts.
- 5.31.4 At a minimum, Contractor shall be responsible for obtaining and validating the name and billing address (including zip code) of the depositor and for verifying the Youth name and number for whom the funds are deposited.
- 5.31.5 For kiosk deposits made directly to the debit telephone account, the Proposer shall determine how the information regarding the purchase of telephone call time is to be provided to and collected by the Proposer. Funds received at the kiosk for deposit to that account are not processed through CACTAS. The Proposer shall also determine how the cash money will be collected, and determine how and in what manner the money from credit, debit, and/or check cards will be retrieved from those companies. The ODYS shall not be responsible for, nor be a party to, collection or dissemination of any data collected by or any funds deposited to the kiosk. Monies deposited to the kiosk shall be added to the Youth's debit telephone account within twenty-four (24) hours of that deposit.
- 5.31.6 For kiosk deposits made to an Youth's personal trust account, the date,

amount, Youth number, Youth name, facility at which the deposit was received, and depositor information including name, billing address and zip code, shall be provided in a quoted, comma-delimited text file to the ODYS's CACTAS system on a daily basis. The Contractor is expected to work with the CACTAS vendor as necessary, at no cost to ODYS, to ensure the information, file layout, file naming convention, and file placement is acceptable. Any monies received for an Youth's personal trust account shall be processed and provided to the specific facilities at which each Youth was residing at the time of the deposit. The monies shall be received by each facility's designated fund electronically via ACH, at no cost to ODYS, within forty-eight (48) hours of the monies being deposited in the kiosks. On a daily basis, the Contractor will provide each facility with a summary transaction report showing the total amount of monies received at the facility that day. With each monetary transaction to an facility (i.e., when collected monies are given to the facility), the Contractor will provide a report detailing the funds submitted to the facility. The report should show, in Youth number order, the Youth number, Youth name, date of deposit, amount of deposit, and facility at which the deposit was received. Other specific information included in the daily report shall be agreed upon by Contractor and ODYS Project Representative.

5.32 General Maintenance

- 5.32.1 Proposer shall provide the necessary labor, parts, materials, and transportation to maintain all proposed kiosks in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. ODYS shall not be charged for maintenance of the kiosks
- 5.32.2 Proposer shall have the capability to perform remote diagnostics to determine if a problem is associated with the kiosk unit, network or featured application.
- 5.32.3 Proposer must exhibit to ODYS best practices approach towards the completion of software service issues within one (1) business day of the trouble reported and within two (2) business days if the service issue requires repair/replacement to the hardware/kiosk. ODYS shall be notified of progress and/or delays until there is a resolution of the problem and at any time a technician will be dispatched to the ODYS facilities.
- 5.32.4 Either party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the kiosk units. Contractor must assume all liability for any and all such damages. In addition, Contractor shall ensure that all kiosks are operable at least 98% of the time on a daily, weekly and monthly basis. This requirement excludes down-time associated with regularly scheduled maintenance/upgrades or facility lock-downs which require the kiosks to be shut-off.
- 5.32.5 All issues surrounding the kiosks shall be reported by Contractor to ODYS Project Representative promptly.

5.33 Customer Service

- 5.33.1 The Contractor will establish a customer service center to manage customer and Youth complaints and provide other account services. The customer service center will have a published toll-free number with a full featured automated voice response and live operator availability for any customer inquiries from Youth and customers related to the YCOP including video visitation and kiosks. This customer service center shall be located within the continental United States and be staffed to receive calls not less than from 6 a.m. to 12:00 p.m. (midnight) Eastern Time, seven (7) days per week, 365 days per year.
- 5.33.2 Customer Service Representatives shall be friendly and knowledgeable. The Contractor must have representatives who are fluent in English and Spanish and who will assist Youth family members and friends with customer questions, complaints, refund requests, telephone number blocks/unblocks, setting up and closing accounts, payment and billing, check current balance, and other communication service inquiries.
- 5.33.3 Contractor and ODYS Project Representative will establish standards of performance for responses from the Customer Service Center to help ensure that customer service inquiries are being resolved timely and completely. Contractor will work with ODYS Project Representative on any escalated customer service issues. Contractor will provide monthly reports regarding performance of the Customer Service Center in regards to inquiries about the YCOP.
- 5.33.4 The Proposer shall have an informative, user-friendly website containing a detailed Frequently Asked Questions section and other useful information. In addition, the Contractor will establish a published email address for use by customers to contact the customer service center. Contractor also agrees to consider implementation of other electronic means of contact such as web based "Live Chat."
- 5.33.5 Families and friends shall be able to prepay for Youth calls through easy-to-use payment channels including: toll-free automated pay-by-phone, pay-by-mail, website, and live customer care center. These options shall accept major credit cards or checks and fund availability within a reasonable time, subject to minimum deposit, but no service fee. These channels should be able to fund multiple prepaid accounts or Youth debit telephone accounts with one transaction.

SECTION 6 - GENERAL CONDITIONS

6.1 Installation of the YCOP Equipment and Software

1. Installation shall conform to the applicable Ohio Basic Building Code (OBBC), National Electric Code (NEC) and all other applicable national and local codes and with accepted telecommunications' industry standards.
2. Where components, cables, cabinets, etc. are mounted on walls, ceilings, etc., suitable anchors shall be used, so that if any one hanger should fail, the device will remain securely in place.
3. Unless otherwise noted, all cable and components shall be supported by the building structure. Cables shall not be fastened to or lay on, a suspended ceiling. Cables shall not be fastened to the support wires of suspended ceilings, electrical conduits, or any mechanical or plumbing System pipe or other Equipment.
4. All manufacturers' specifications and recommendations shall be strictly adhered to. Cable pulling tension and bend radii are critical because improper handling will cause physical abnormalities, which will cause signal degradation.
5. The Proposer shall re-use existing station cabling installed at each ODYS facility for the Youth Station Equipment (Telephones). In cases where existing cabling cannot be used, the Proposer shall install new station cabling (Category 5 minimum) at no cost to ODYS. Any new cabling shall include wall plate, cross connection, patch cords, etc., as required by ODYS.
6. The Proposer shall obtain ODYS's permission, in writing, before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions, or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. ODYS does not anticipate that such work will be required to install the YCOP Equipment.
7. The Proposer shall protect all building components, finishes and Equipment from damage and, if so damaged, the Proposer shall be responsible for any needed repairs or replacements, to the satisfaction of ODYS.
8. The Proposer shall always keep the work site free from accumulation of waste materials and/or rubbish resulting from delivery of services. Proposer shall keep the site at least broom clean. Upon completion of installation at the work site, Proposer shall ensure that all of Proposer's tools, construction Equipment, machinery, temporary structures, surplus/waste materials and rubbish are removed from the worksite.
9. Exposed wiring, wire mold or other surface mounted raceway shall not be permitted in finished areas.

10. The Proposer shall provide all necessary labor, equipment and accessories to complete the installation work in a satisfactory manner.
11. The Proposer shall ensure that all of its work and materials shall comply with all local, county, state and federal laws, ordinances and regulations as well as any direction of inspectors appointed by proper authorities having jurisdiction at each ODYS facility.
12. The Proposer shall acquire all necessary permits, etc. Should violation of codes occur relating to this YCOP project, the Proposer shall correct the situation at no cost to ODYS.
13. The Proposer shall conduct all work in harmony with other trades.

6.2 **Wiring Standard**

1. Any additional wiring work that is done shall be performed in accordance with the manufacturers' published standards and guidelines for a premise distribution System. The purpose is to establish the highest level of end-to-end capability and to prepare for future requirements.
2. Proposer shall follow Manufacturers' wiring standards for cross-connect activities and any additional wiring that may be required throughout the building.
3. The Proposer is responsible for cross-connecting new Systems to existing wiring schemes. Proposer should not assume that existing facility wiring is properly labeled and identified.
4. Proposers shall assume that there will be some changes to current station arrangements.
5. Grounding and bonding shall meet or exceed EIA/TIA-607.
6. Additional telephone station wiring shall be twisted pair, 24 gauge, Category 5, and shall be UL listed CMP, and shall conform to accepted industry, FCC and NEC Standards as applicable to size, color code, insulation, etc. All Proposer installed wiring shall be new.
7. Cable connectorization, splicing and termination shall be done in accordance with Industry Accepted Practices and manufacturer's instructions.
8. All supporting devices for the cabling must not pinch, bind, crimp, or in any other manner cause the physical or performance characteristic alterations of the cables.
9. The Proposer shall be responsible for all costs associated with the testing of wiring, both new and old, in preparation for the implementation of the new Systems.

10. The Proposer shall be responsible for assuring that existing station wiring will not adversely affect the performance of the Proposer's proposed Equipment or subsystems and that distribution to user terminals will meet manufacturers and ODYS requirements.
11. The Proposer shall work with ODYS to determine the exact times when Youth Station Equipment (Telephones) can be replaced to reduce "down time".

6.3 Patching and Painting

Proposer is responsible for restoring damaged walls, ceilings, and/or wall coverings to their original condition.

1. The quality of workmanship shall be "Type 1 - Recommended," as set forth in the latest edition of the Painting Specifications of the Painting and Decorating Contractors of America.
2. The quality of patching shall maintain the same fire rating as the original wall or ceiling covering.
3. Cutting and patching requirements shall be submitted to ODYS project representative for their approval.

6.4 Fire stopping and Smoke Seals

Fire stopping includes, but is not limited to, openings in fire-rated floors and walls for cables, conduits and trays, etc. Fire stopping materials shall conform to ratings as required by local and state building codes and as tested by nationally accepted test agencies per ASTM E814 and UL 1479 fire tests.

1. Fire ratings shall be a minimum of one (1) hour but not less than the fire resistance of the floor or wall being penetrated.
2. Codes and Standards for fire stopping materials include:
 - ASTM E814
 - UL 1479
 - NFPA 101-88. 6-2/2/5 and 6-2.2.8
3. Installation shall conform to manufacturer's printed instructions for installation.
4. Fire stop materials shall be non-combustible silicone elastomer sealant having a UL Classification as a "fill, void or cavity material."
5. The Proposer shall submit manufacturer's product data, specifications, and installation instructions to ODYS project representative for review and approval prior to making any penetrations.

6. All penetrations and accompanying fire stopping shall be documented in writing by the Proposer. Such records shall include objects penetrated, characteristics of the penetration, and location.
7. Fire stops shall be examined by ODYS staff and applicable Code authorities prior to closing out work.
8. Fire stopping of new penetrations shall occur by the end of each working day.

6.5 **Security**

The work comprising this YCOP shall be performed at ODYS facilities. The Proposer and subcontractors shall comply with the following special working conditions:

1. Be cleared for security access by ODYS . Proposer shall submit a list of names of all persons expected to be on the work site. The completed list shall be submitted, for approval, to ODYS prior to any person's appearance at the work site.
2. Daily check-in with ODYS security and follow all ODYS security rules.

6.6 **Safety**

1. Proposer shall comply with Federal, State, municipal, and OSHA laws, rules, regulations, and code requirements.
2. Proposer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing Contract services. Proposer shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to, (1) all employees providing service and other persons who may be affected thereby, (2) all materials and Equipment to be used in providing the services, and (3) other property at the site or adjacent thereto.
3. Proposer shall ensure that required fire fighting apparatuses are accessible at all times. Flammable materials shall be kept in suitable places outside ODYS facility.
4. The Proposer shall comply with all ODYS requirements for facility access including, but not limited to, tool control, background checks and dress code.

6.7 **Problem Notification**

If the Contractor becomes aware of possible problems that could result in delay in completion of the YCOP System or schedule then immediately notify the designated ODYS project representative by telephone, with written confirmation within 72 hours, giving the cause and probable effect, and recommendations for corrective action. Failure to promptly notify ODYS may be a basis for determining Contractor's negligence in an otherwise excusable delay. Possible delay problems shall not be interpreted as relieving the Contractor from contractual responsibilities.

6.8 **Delivery**

ODYS may delay any delivery to a mutually agreeable time. All deliveries shall be FOB destination. The Proposer shall be on-site to receive all deliveries.

SECTION 7 - EVALUATION OF PROPOSALS

7.1 Disclosure of Proposal Contents

ODYS shall open the Proposals in a manner that avoids disclosing their contents to outsiders or other Proposers. Additionally, ODYS shall keep the contents of all Proposals confidential until the Contract is awarded. ODYS shall prepare a public registry of Proposals containing the name and address of each Proposer. The ODYS Project Representative shall prepare a public registry of Proposals containing the name and address of each Proposer. That registry will be open for public inspection after the Proposals are open, at the agency's internet website:

www.ohio.gov/dys

7.2 Rejection of Proposals

ODYS shall reject any Proposal that does not meet each of the following mandatory requirements:

7.2.1 Timely submissions.

7.2.2 Meets all of the minimum qualifications in Section 2.8 of this RFP.

ODYS may reject any Proposal that is not formatted in accordance with Section 4 of this RFP. ODYS may reject any Proposal for other reasons as set forth in this RFP.

In addition, ODYS may cancel this RFP, reject all Proposals, and seek to achieve the Project through a new RFP or other means.

7.3 Evaluation of Proposals - General

The evaluation process may consist of up to five (5) distinct phases:

7.3.1 The Project Representative's initial review of all Proposals for timely submission, proper format and satisfaction of the minimum qualifications in Section 1.8 of this RFP.

7.3.2 If a Proposal satisfies Section 7.3.1 above, then that Proposal will be reviewed and scored by the Evaluation Committee (Committee) for compliance with the YCOP System requirements/required specifications set forth in Section 5 of this RFP and other requirements of this RFP.

If a Proposal satisfies Section 7.3.1 and 7.3.2 above, then the following phases apply:

- 7.3.3 Evaluation of Proposer's history of contract performance with other jurisdictions.
- 7.3.4 Request for more information (interviews, presentations, and/or demonstrations); and
- 7.3.5 Contract negotiations.

The Committee has the right to eliminate or add phases at any time in the evaluation process.

7.4 Clarifications

During the evaluation process, the Project Representative or the Evaluation Committee may request corrections, revisions and clarifications from any Proposer under active consideration pursuant to 7.3.1 and may give any Proposer the opportunity to correct defects in its Proposal if doing so does not cause any material unfairness to other Proposers nor create an unfair competitive advantage for the Proposer not allowed to other Proposers.

The ODYS Project Representative may reject any clarification that is non-responsive or broader in scope than what was requested. If the ODYS Project Representative does so, or if the Proposer fails to respond to the request for clarification, the ODYS Project Representative then may request a corrected clarification, consider the Proposer's Proposal without the clarification, or disqualify the Proposer's Proposal.

Corrections and clarifications must be completed off ODYS premises.

7.5 Initial Review

Any late Proposal shall be immediately rejected and returned unopened. No Proposal received after the posted open date and time will be opened nor considered for evaluation. The time clock at the receiving facility will be the official time used to indicate receipt of a proposal package.

The Project Representative will review all timely submitted Proposals for their format and minimum qualifications. The Project Representative may reject any incomplete or incorrectly formatted Proposal, although he or she may waive any non-material defects and allow a Proposer to submit a correction which does not cause any material unfairness to other Proposers nor create an unfair competitive advantage for the Proposer not allowed to other Proposers.

The Project Representative will forward all Proposals that are timely submitted, properly formatted, and meet the minimum qualifications, to the Evaluation Team. Additionally, each Proposer must agree to be contractually obligated to comply with each of the numbered provisions, which are set forth in Section 3 of this RFP.

7.6 Committee Evaluation of the Proposals

The Evaluation Team will, individually, evaluate and numerically score each Proposal that passes initial review. The evaluation will be according to the criteria contained in Section 7.9 of this RFP. The Evaluation Team will then meet to arrive at a consensus score for each Proposal. The resulting consensus score will become a part of the RFP file. The Evaluation Team's individual scoring will be destroyed as soon as a consensus score for each bidder is achieved.

The Evaluation Team reserves the right to seek reviews or the advice of other State personnel with technical or professional experience that relates to the YCOP.

7.7 Evaluation of Proposer's Performance History with Other Jurisdictions

The Evaluation Team shall conduct reference evaluations on each Proposer who has successfully passed the initial review phase. A list of all contracts, past and current, for whom the Proposer under its current corporate name or identity is providing, or has provided under any previous corporate name or identity, YCOP services, shall be listed as required in Section 1.8 of this RFP. The reference evaluation may measure some of the criteria in Section 7.9 of this RFP as it relates to the Proposer's contract performance with other local, State and/or federal entities. The Evaluation Team shall obtain information relevant to criteria in Section 7.9 of the RFP which is deemed critical to not only a successful YCOP, but also to the working relationship between ODYS and the Contractor.

To maintain quality assurance in the evaluation process, all information sought by the Evaluation Team shall be obtained in a manner such that no Proposer is provided an unfair competitive advantage during the reference phase. ODYS maintains the right to determine the number of jurisdictions contacted by the Evaluation Committee to ensure a comprehensive reference evaluation.

7.8 Interviews, Demonstrations, and Presentations

The Evaluation Team may require Proposers to interview with the Committee, to make a presentation about their Proposal, and/or demonstrate their Equipment, Software or services. Such presentations, demonstrations, and interviews provide a Proposer with an opportunity to clarify its Proposal and to ensure a mutual understanding of the RFP content. The presentations, demonstrations, and interviews shall be scheduled at the convenience and discretion of the Evaluation Team. This phase of the evaluation is not an opportunity for any Proposer to engage in any negotiations over the form of the Proposal or required specifications of this RFP. The ODYS may decide to revise its existing proposal evaluations (i.e. numeric scores) based on interviews, demonstrations, and/or presentations.

7.9 Weighting of Evaluation Criteria

In the weighting phase categories are listed in descending order of importance. The Committee will rate the Proposals based on the following criteria:

	Criteria	Weight
7.9.1	Tariff Per Minute/Per Call Rates/Commission Rates	25
7.9.2	Demonstrated ability of the Proposer To meet the requirements of the RFP	10
7.9.3	System Design and Capabilities	20
7.9.4	Proposer's History of Contract Performance	15
7.9.5	Transition, Implementation and Training	7
7.9.6	Installation and Testing	7
7.9.7	Maintenance and Warranty	11
7.9.8	Proposer and Equipment Manufacturer Profiles and Key Personnel	5
		100

The weight assigned to each criterion is a value used to determine which Proposal is the most advantageous to ODYS in relation to the other Proposals. After the Proposals have been completely evaluated, the highest-ranking Proposal shall be selected for Contract negotiations.

7.10 Contract Negotiations

It is entirely within the discretion of the Committee to permit negotiations. A Proposer shall not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The Committee is free to limit negotiations to the top-ranked Proposer, to limit negotiations to a particular aspect of that Proposal and to eliminate negotiations entirely.

Any clarifications, corrections, or negotiated revisions that may occur during the negotiation phase will be reduced to writing and incorporated in the RFP, the Proposer's Proposal, or the Contract, as appropriate.

7.11 **Contract Award**

In awarding the Contract, ODYS will issue the entire Contract as described in Section 3.8 of this RFP, and the Proposer shall return two (2) originally signed copies of the Contract to ODYS. After ODYS receives these two (2) signed Contracts, ODYS's duly authorized representative will sign both copies and return one (1) to the Proposer. Upon final execution of the Contract, the Contractor shall be responsible for immediately implementing the YCOP and related services.

If the ODYS awards a Contract, and the Contractor is unable or unwilling to immediately implement the YCOP and related services, the ODYS Project Representative may cancel the Contract, effective immediately on notice to the Contractor. The ODYS then may return to the evaluation process under this RFP and resume the process without giving further consideration to the originally selected Proposal. Additionally, the ODYS may seek such other remedies as may be available to the ODYS in law or in equity for the selected Proposer's failure to perform under the Contract.

Under Ohio's anti-terrorism legislation, effective April 14, 2006, the selected Proposer must complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization to certify that the Proposer has not provided material assistance to any terrorist organization listed on the Terrorist Exclusion List. The form and the Terrorist Exclusion List are available on the Ohio Homeland Security Website. The form must be submitted with the Proposer's Proposal. If a Proposer answers yes or fails to answer any question on the form, the ODYS may not award the Contract to that Proposer. The Proposer may request the Department of Public Safety to review such a denial of an award. More information concerning this law is available at: <http://www.homelandsecurity.ohio.gov>.

7.12 **Notice of Award**

The notice of a decision to award the Contract for the YCOP and Related Services shall be sent by U.S. mail to each Proposer.

SECTION 8 - ATTACHMENTS

- Attachment A: Declaration Statements**
- Attachment B: List of Facilities for YCOP**
- Attachment C: Required Number of Youth Telephone Instruments at ODYS Facilities**
- Attachment D: Definition of Terms**
- Attachment E: Required Specifications Set Forth in RFP Section 5**
- Attachment F: Year-toDate Call Traffic Summary**

ATTACHMENT A: DECLARATION STATEMENTS
Re: DYS110101, ODYS YOUTH CALL OUT PROGRAM

Failure to complete, and return with the bid, this Declaration Attachment may deem your bid non-responsive

Ohio Elections Law Information:

A. Prohibition

State agencies whose directors or heads are appointed by the Governor are prohibited by Divisions (I) and (J) of Section 3517.13 of the Revised Code from awarding any noncompetitively bid contract for the purchase of goods or services costing more than \$500.00 to an entity listed in those Divisions if a party listed in those Divisions or the spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee.

B. Individual, Partnership, Association, Estate or Trust

A vendor that is an individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust shall include in its bid an affirmative statement that, as applicable to the vendor, no such individual or spouse of such individual has made, and no partner, shareholder, administrator, executor, or trustee, or the spouses of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (I) of the Revised Code.

C. Corporation or Business Trust

A vendor that is a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, shall include in its bid an affirmative statement that no owner of more than twenty percent of the corporation or business trust or the spouse of such person, has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of such period, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (J) of the Revised Code.

Ohio Ethics and Conflict of Interest Laws Information)

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S; (2) it has reviewed and understands the Ohio ethics and conflict of interest laws; and, (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

DECLARATION STATEMENTS (Continued)
Equal Employment Opportunity Information:

The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's website: <http://www.das.ohio.gov/Eod/AAEEO.htm>

LOCATION OF SERVICES/OFF-SHORE/I-9 CERTIFICATION

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES:

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to this Attachment, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of ODYS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of ODYS, will be deemed as a default. If a default should occur, ODYS will seek all legal remedies as set forth in the Terms and Conditions, which may include IMMEDIATE cancellation of the Contract.

_____ (Company) affirms it shall not and shall not allow others to perform work or take data outside the United States without express authorization from the Agency Project Representative.

_____ (Company) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

_____ (Company) agrees that it (and any personnel or independent contractors provided for performance of this contract) is a separate and independent enterprise from the State of Ohio and the Ohio Department of Youth Services; and, that this contract does not constitute any joint employment relationship between (insert Company name, and its representatives and the Department of Youth Services, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

_____ (Company) agrees to above:

DECLARATION STATEMENTS (Continued)

Contract Performance. The Bid must provide the following information for this section for the past seven years. **Please indicate yes or no in each column.** If the answer to any item is affirmative, the Bidder must provide complete details about the matter on a separate page.

Yes/No	Description
	The Bidder has had a contract terminated for default or cause. If so, the Bidder must submit full details, including the other party's name, address, and telephone number.
	The Bidder has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Bidder must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Bidder was the subject of any governmental action limiting the right of the Bidder to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Bidder, any officer of the Bidder, or any owner of a twenty percent (20%) interest or greater in the Bid has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Bidder, any officer of the Bidder, or any owner with a twenty percent (20%) interest or greater in the Bid has been convicted of a felony or is currently under indictment on any felony charge.

Conflict of Interest. Additional information regarding Conflict of Interest and Ethics Compliance, as it relates to award of this RFP, may be found in Attachment One, Article X.

The Bidder must include a statement indicating whether the Bidder, or any people that may work on the project through the Bidder, have any possible conflict of interest, direct or indirect which is incompatible with the fulfillment of these services.

Provide statement regarding any potential Conflict of Interest not indicated in the check list above:

While an affirmative answer to any of the items in the Contract Performance checklist or, inclusion of a statement of possible Conflict of Interest, will not automatically disqualify a Bid from consideration, such an answer or statement and a review of the background details may result in a rejection of the Bidder's bid, at the sole discretion of the evaluation team. The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Bidder's performance on the project, and the best interests of the State.

DECLARATION STATEMENTS (Continued)

I attest that I am a representative of the organization listed in this bid and have the authority to bind the Bidder to the aforementioned requirements.

Printed Name and Title: _____

Signature: _____

Organization: _____ Date: _____

Ohio Preference: (Buy Ohio):

Bidder has significant economic presence within the state of Ohio. Yes _____ No _____
 (Bidder has ten or more employees based in Ohio or border state) Yes _____ No _____
 (Bidder has 75% or more employees based in Ohio or border state) Yes _____ No _____

Border State Bidder: Yes _____ (KY__MI__NY__PA__IN__) No _____

Total Number of Employees: Nation-wide: _____ Ohio: _____

Percentage of Women: Nation-wide: _____ Ohio: _____

Percentage of Minorities: Nation-wide: _____ Ohio: _____

Yes No

Have you any proven experience within a correctional environment? _____

Have you any proven experience with multi-cultural populations? _____

Have you experience in the provision of Telephone Service? _____

Have you had past performance on previous state contracts? _____

This Bid covers all Statement of Services listed on Exhibit A:

Yes _____ No _____

If No: please explain specific statement of services that could not be met.

 Authorized signature Date

Attachment B
List of ODYS Facilities for YCOP

- | | |
|---|--|
| <p>1. Circleville Juvenile Correctional Facility
640 Island Road
Circleville, Ohio 43113
Contact: Investigator
Phone: 740.477.2500</p> <p>2. Cuyahoga Hills Juvenile Correctional Facility
4321 Green Road
Highland Hills, Ohio 44128
Contact: Investigator
Phone: 216.464.8200</p> <p>3. Indian River Juvenile Correctional Facility
2775 Indian River Road
Massillon, Ohio 44646
Contact: Inspector's Officer
Phone: 330.837.4211</p> | <p>4. Ohio River Valley Juvenile Correctional Facility
4696 Gallia Pike
Franklin Furnace, Ohio 45629
Contact: Investigator
Phone: 740.354.7000</p> <p>5. Scioto Juvenile Correctional Facility
5993 Home Road
Delaware, Ohio 43015
Contact: Investigator
Phone: 740.881.3250</p> |
|---|--|

Attachment C
Required Number of Youth Telephone Instruments at ODYS Facilitys

Locations (Total sites 5)	Youth Telephones
Circleville Juvenile Correctional Facility	18
Cuyahoga Hills Juvenile Correctional Facility	17
Indian River Juvenile Correctional Facility	16
Ohio River Valley Juvenile Correctional Facility	24
Scioto Juvenile Correctional Facility	18
TOTAL	93

Attachment D Definition of Terms

“Collect Call” represents a call in which the called party pays all of the charges for the call.

“Commercial Material” represents any tool, apparatus or equipment for the performance of a given task developed by a third party subject to intellectual property rights, reproducible either by manufacture or printing and can be acquired from the lawful owner.

“Commercial Software” represents software which is developed or used with or for the YCOP by a third party subject to the intellectual property rights and can be acquired from the lawful owner.

“Confidential Information” represents any record that is not subject to public disclosure under state or federal law.

“Contract” represents the contract for the Youth call out program and related services.

“Contractor” represents the corporation of other entity awarded the contract for the Youth call out program and related services.

“Debit Call” represents a call in which the Youth pays all of the charges for the call.

“Deliverable” represents any tangible or intangible property handed over to ODYS from the contractor for use by or ownership of ODYS as a part of the YCOP.

“E-Mail” represents electronic mail.

“Equipment” represents a machine or group of machines used together or in succession to accomplish a task.

“Evaluation Committee” represents the ODYS team responsible for reviewing and scoring each proposal.

“Facility” represents the state owned correctional facility and Central Office that will provide the Youth Call Out Program and Related Services.

“Hardware” represents the actual physical machinery used to perform a job or task.

“YCOP” represents the Youth Call Out Program and Related Services.

“LEC’s” represents the local exchange carriers.

“Major Emergency” is defined in Section 3.5.6 of this RFP.

“**ODYS**” represents the Ohio Department of Youth Services.

“**Prepaid Calling Plan**” represents a prepaid account established with the Contractor by a person on the Youth’s approved calling list with a prepaid balance from which charges for prepaid calling services provided by Contractor are deducted on a per minute, real time basis.

“**Project Representative**” represents the ODYS employee designated to oversee the RFP and the competitive selection processes and who is authorized to grant exceptions and waivers during the RFP process. This person will be the central point of contact for all proposers. Also, the employee will represent ODYS in matters relating to the contractor’s performance of the YCOP.

“**Proposal**” represents the written response to this Request for Proposal, submitted by a corporation, company, individual, or entity, for ODYS’s consideration in providing contract services for the YCOP.

“**Proposal Due Date**” represents the date and time at which all proposals are due to ODYS for consideration.

“**Proposer**” represents the corporation, company, individual, or entity that responds to this Request for Proposal.

“**RFP**” represents this Request for Proposal, together with any attachments or addendums.

“**Routine Service**” represents a system failure problem other than a Major Emergency.

“**Software**” represents the list of coded instructions provided to the hardware to perform the required task.

“**State**” represents the State of Ohio.

“**System**” represents an organized assembly of equipment, personnel, procedures (software) and other facilities designed to perform a specific function or set of functions.

“**Superintendent**” represents the facility administrator who is the chief on-site manager for the contractor in the context of this Request for Proposal.

Attachment E
Required Specifications Set Forth in RFP Section 5

The following mandatory YCOP checklist must be completed by the Proposer and included in its proposal. The far left column lists the section number, from Section 5 of this RFP, of a required specification. The Proposer must place a checkmark (X) in the appropriate column to the right of the section number, indicating whether the Proposer meets or does not meet that requirement. Should the Proposer be proposing an alternative to a required specification, the Proposer must indicate this by placing a checkmark in that column and including a thorough description of the proposed alternative with their Proposal as described in Section 4.13.2.

Section Number	Met	Not Met	Alternative Proposed
Section 5.0			
5.1.1			
5.1.2			
5.1.3			
5.1.4			
5.1.5			
5.1.6			
5.1.7			
5.2.1			
5.2.2			
5.2.3			
5.2.4			
5.2.5			
5.2.6			
5.2.7			
5.2.8			
5.2.9			
5.2.10			
5.2.11			
5.2.12			
5.2.13			
5.2.14			
5.2.15			
5.2.16			
5.2.17			
5.2.18			
5.2.19			
5.2.20			
5.2.21			
5.2.22			

Section Number	Met	Not Met	Alternative Proposed
5.2.23			
5.2.24			
5.2.25			
5.2.26			
5.2.27			
5.2.28			
5.2.29			
5.2.30			
5.2.31			
5.3.1			
5.3.2			
5.3.3			
5.3.4			
5.3.5			
5.3.6			
5.4.1			
5.4.2			
5.4.3			
5.4.4			
5.4.5			
5.4.6			
5.4.7			
5.4.8			
5.4.9			
5.4.10			
5.4.11			
5.5.1			
5.5.2			
5.5.3			
5.5.4			
5.5.5			
5.5.6			
5.5.7			
5.5.8			
5.5.9			
5.5.10			
5.6.1			
5.6.2			
5.6.3			
5.6.4			
5.6.5			
5.6.6			
5.6.7			
5.6.8			
5.6.9			

Section Number	Met	Not Met	Alternative Proposed
5.6.10			
5.6.11			
5.6.12			
5.6.13			
5.6.14			
5.6.15			
5.6.16			
5.7.1			
5.7.2			
5.8.1			
5.8.2			
5.8.3			
5.8.4			
5.8.5			
5.8.6			
5.8.7			
5.8.8			
5.8.9			
5.9.1			
5.9.2			
5.9.3			
5.9.4			
5.9.5			
5.9.6			
5.9.7			
5.9.8			
5.9.9			
5.10.1			
5.10.2			
5.10.3			
5.11.1			
5.11.2			
5.11.3			
5.11.4			
5.11.5			
5.11.6			
5.11.7			
5.11.8			
5.12.1			
5.12.2			
5.12.3			
5.12.4			
5.12.5			
5.12.6			

Section Number	Met	Not Met	Alternative Proposed
5.12.7			
5.12.8			
5.12.9			
5.12.10			
5.12.11			
5.12.12			
5.12.13			
5.12.14			
5.12.15			
5.12.16			
5.12.17			
5.13.1			
5.14.1			
5.14.2			
5.15.1			
5.15.2			
5.15.3			
5.15.4			
5.15.5			
5.16.1			
5.16.2			
5.16.3			
5.16.4			
5.16.5			
5.16.6			
5.17.1			
5.17.2			
5.17.3			
5.17.4			
5.17.5			
5.17.6			
5.17.7			
5.17.8			
5.17.9			
5.17.10			
5.17.11			

Section Number	Met	Not Met	Alternative Proposed
5.17.12			
5.17.13			
5.17.14			
5.17.15			
5.17.16			
5.18.1			
5.18.2			
5.18.3			
5.18.4			
5.18, 5			
5.18.6			
5.18.7			
5.19.1			
5.20.1			
5.20.2			
5.20.3			
5.20.4			
5.20.5			
5.21.1			
5.21.2			
5.21.3			
5.21.4			
5.22			
5.23			
5.24.1			
5.24.2			
5.24.3			
5.25.1			
5.25.2			
5.25.3			
5.25.4			
5.25.5			
5.25.6			
5.25.7			
5.25.8			
5.25.9			
5.25.10			
5.25.11			

Section Number	Met	Not Met	Alternative Proposed
5.26.4			
5.26.5			
5.27			
5.28.1			
5.28.2			
5.28.3			
5.28.4			
5.28.5			
5.28.6			
5.29.1			
5.29.2			
5.29.3			
5.29.4			
5.30.1			
5.30.2			
5.31.1			
5.31.2			
5.31.3			
5.31.4			
5.31.5			
5.31.6			
5.32.1			
5.32.2			
5.32.4			
5.32.5			

Section Number	Met	Not Met	Alternative Proposed
5.33.1			
5.33.2			
5.33.3			
5.33.4			
5.33.5			

Attachment F
Call Traffic Sampling
 FY10 Year to Date
 July 1, 2010 – April, 2010

Site Name	Call Jurisdiction	CALLS	MINUTES
Circleville JCF	INTRALATA	33	625
	INTERLATA	34	531
	Total:	67	1156
Cuyahoga Hills JCF	LOCAL	552	8,877
	INTRALATA	87	2,297
	INTERLATA	661	7,817
	Total:	1,300	18,991
Indian River JCF	INTRALATA	215	6,820
	INTERLATA	800	10,739
	INTERSTATE	13	126
	Total:	1,028	17,685
Ohio River Valley JCF	INTRALATA	89	1,137
	INTERLATA	273	2,632
	Total:	362	3,769
Scioto JCF	LOCAL	61	811
	INTRALATA	20	237
	INTERLATA	125	1,420
	Total:	206	2,468
LOCAL Advance Pay Local		61	811
LOCAL Collect Local		552	7,378
	Local Total:	613	8,189
INTRALATA Advance Pay Local		20	237
Collect Intrastate/Intralata		139	1,766
	INTRaLATA Total:	159	2,003
INTERLATA Advance Pay Ld		125	1,420
Collect ld		681	8,177
	INTERLATA Total:	806	9,597
INTERSTATE Collect LD		24	204

PREPAID USAGE SUMMARY	CALLS	MINUTES
LOCAL	613	9,688
INTRALATA	444	11,116
INTERLATA	1,893	23,139
INTERSTATE	13	126
Total:	2,963	44,069