



**State of Delaware**  
**Department of Technology and Information**

**Request for Proposal**  
**Inmate & Public Coin Telephone Services**

**Contract No. DTI15001-INMT\_PBLC**

**March 3, 2015**

**- Deadline to Respond -**  
**April 7, 2015**  
**2:00 p.m. EDT**





State of Delaware

**DEPARTMENT OF TECHNOLOGY AND INFORMATION**

William Penn Building

801 Silver Lake Boulevard

Dover, Delaware 19904

March 3, 2015

**CONTRACT NO. DTI15001-INMT\_PBLC**

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Inmate and Public Coin Telephone Services throughout the three counties in Delaware.

REQUEST FOR PROPOSAL - CONTRACT NO. DTI15001-INMT\_PBLC

- SPECIAL PROVISIONS, REQUEST FOR PROPOSAL
- SCOPE OF WORK (Appendix A)
- PROPOSAL REPLY SECTION (Appendix B)
  - NO PROPOSAL REPLY FORM
  - NON-COLLUSION STATEMENT
  - CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT
  - PROPOSAL REPLY SUMMARY FORM
  - COST REPLY FORM
  - STATE OF DELAWARE CONTRACT DISCLOSURE
  - PROPOSAL REPLY BUSINESS REFERENCE FORM
  - PROPOSAL REPLY EXPERIENCE FORM
  - PROPOSAL REPLY KEY POSITION RESUME FORM
  - PROPOSAL REPLY EXCEPTIONS FORM
  - PROPOSAL REPLY SUBCONTRACTOR INFORMATION FORM
  - PROPOSAL REPLY EXAMPLE SUBCONTRACTING FORM
  - PROPOSAL REPLY OFFICE OF SUPPLIER DIVERSITY CERTIFICATION APPLICATION INFORMATION
- DEFINITIONS and GENERAL PROVISIONS (Appendix C)
- APPENDIX D – DELAWARE DEPARTMENT OF CORRECTION PRISON RAPE ELIMINATION ACT POLICY
- APPENDIX E – STATE OF DELAWARE CLOUD AND/OR OFFSITE HOSTING SPECIFIC TERMS AND CONDITIONS

Your proposal and the Proposal Reply Section shall be executed completely and correctly and returned in a clearly marked envelope displaying the contract number by **Tuesday, 2:00 p.m. EDT., April 7, 2015**, to be considered. **Proposals shall be submitted to Department of Technology and Information, 801 Silver Lake Blvd., Dover, DE 19904.**

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Carmen Herrera at the following:

Carmen Herrera  
Department of Technology and Information  
William Penn Building  
801 Silver Lake Boulevard  
Dover, DE 19904  
Email: carmen.herrera@state.de.us  
Telephone: 302-739-9683  
FAX: 302-677-7049

**Any contact regarding this RFP package requiring a response should be made in writing via e-mail or hard copy mailing.**



State of Delaware  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904

**1. SPECIAL PROVISIONS SECTION**

**1.1. COMPETITIVE SEALED PROPOSAL:**

It has been determined by the Secretary of the Department of Technology and Information, pursuant to **29 Dec. C. § 6924 (a)**, that this solicitation be offered as a request for competitive sealed proposals (RFP). The use of competitive sealed bidding is not in the best interest of the State and the use of a competitive sealed proposal is necessary to:

- Conduct oral or written discussions with Offerors concerning technical and price aspects of their proposals; or
- Afford Offerors an opportunity to revise their proposals through Best and Final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

**1.2. CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Inmate & Public Coin telephone service requirements for the Department of Technology and Information (DTI) and shall be accessible to any other State agency, School District, Political Subdivision, or Volunteer Fire Company.

**1.3. CONTRACT PERIOD:**

The successful Offeror's contract shall be valid from TBD through June 30, 2018. Each contract may be renewed for two (2) additional one-year periods at DTI's discretion through negotiation between the Contractor and DTI prior to the termination of the current agreement.

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**1.4. PRICES:**

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by DTI.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

**1.5. SHIPPING TERMS:**

F.O.B. destination; freight prepaid.

**1.6. QUANTITIES:**

The attention of Offerors is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of the proposals. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

**1.7. PERFORMANCE AND BID BOND REQUIREMENTS:**

**Performance Bond and Bid Bond are waived.** The State reserves the right to invoke the bonding requirement on a case-by-case basis. The cost of such bonding shall be negotiated by and for the account of the requesting entity.

**1.8. MANDATORY INSURANCE REQUIREMENTS:**

1.8.1. As a part of the contract requirements, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Contractors shall carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

- a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

And

- b. Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

Or

- c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

Or

- d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

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All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

The contractor further covenants and agrees to indemnify and save harmless the State of Delaware from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

- 1.8.2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- 1.8.3. The State of Delaware shall not be named as an "Additional Insured" on any policy.
- 1.8.4. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
- 1.8.5. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**IT Procurement Officer  
Dept. of Technology and Information  
Contract No. DTI15001-INMT\_PBLC  
State of Delaware  
801 Silver Lake Blvd. Suite 100  
Dover, DE 19904**

**1.9. STATE OF DELAWARE BUSINESS LICENSE:**

The business license is not needed to submit a proposal. But prior to receiving an award, the successful Offeror shall either furnish the DTI with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 – Public Service, (302) 577-8205 – Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

**1.10. HOLD HARMLESS:**

The Contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the Contractor, its employees, and invitees on or about the premises and which arise out of the Contractor's performance, or failure to perform as specified in the Agreement.

It shall be the duty of the Contractor to assure that all products of its effort do not cause, directly or

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indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Contractor's agreement shall not limit or modify liability for information security breaches, and Contractor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Contractor all damages, costs and expenses caused by such information security breaches which have not been previously paid to Contractor.

**1.11. NON-PERFORMANCE:**

In the event the Contractor does not fulfill its obligations under the terms and conditions of this contract the State may purchase equivalent product or services on the open market. Any difference in cost between the contract prices herein and the price of open market products or services shall be the responsibility of the Contractor. Under no circumstances shall monies be due the Contractor in the event that open market products or services can be obtained below the contract prices.

**1.12. FORCE MAJEURE:**

Neither the Contractor nor the State shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**1.13. EXCEPTIONS:**

Offerors may elect to take **minor** exception to the terms and conditions of this RFP by completing Exhibit B-10. Each exception must be stated clearly in a separate Exception Section of the Offeror's proposal to be considered. DTI will evaluate each exception according to the intent of the terms and conditions contained herein, but DTI shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

**1.14. CONTRACT USAGE REPORT:**

One of the goals in administering this contract is to keep accurate records regarding its actual value. This information may be essential in order to update the contents of the contract and to establish proper bonding levels, if bonding is required. The integrity of future contracts relies on our ability to convey accurate and realistic information to all interested Offerors.

Upon request by the State, and at a minimum, annually, a periodic report must be furnished by the Contractor, detailing the purchase of the items or services covered by this contract. The report format and period is described herein or will be stated at the time of request. The report must be completed and returned to the State within fifteen (15) days of the request. Any exception to this requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Contractors who are determined to be in default of this report requirement may be precluded from bidding on any future contracts.

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**1.15. BUSINESS REFERENCES:**

Offeror must supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Include name, address, telephone number, fax number, e-mail address, and a verified current contact person. In the Proposal Reply Section of this RFP, the Offeror shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three (3) years, by State Department, Division, Contact Person (with address/phone number/email address), period of performance and amount. The Contract Review Committee will consider these additional references and may contact each of these sources. Information regarding Offeror performance gathered from these sources may be factored in the final scoring of the proposal. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the proposal.

**1.16. ORDERING PROCEDURE:**

Successful Contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and this may be accomplished by telephone, fax or email system message.

**1.17. PAYMENT:**

Payment to Successful Offeror resulting from this RFP shall be payable by the actual users of the services including but not limited to prisoners in the custody of the State of Delaware Department of Correction, visitors to any of the Correctional facilities in the State as well as the general public in publically owned or controlled building as indicated in this RFP. In no event shall the contract resulting from this RFP constitute or create an obligation, either general or special, debt, liability, or moral obligation of the State of Delaware, or any municipality, political subdivision, or governmental unit thereof or constitute or give rise to a pecuniary liability of the State of Delaware, or any municipality, political subdivision, or governmental unit thereof nor shall the general credit or taxing power of the State of Delaware, or any municipality, political subdivision, or governmental unit be pledged therefore.

**1.18. PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the State to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the State exists. Also, Contract modifications may result from technological enhancements, manufacturer discontinuance or obsolescence. If an item meets or exceeds original specifications and the price is equal to or less than the original bid pricing, the Contractor may request, in writing, a change to the contract.

In all cases, the State may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

**1.19. DOCUMENT(S) EXECUTION:**

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful Contractor for signature shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware.

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**1.20. FORMAL CONTRACT:**

Actual work shall be authorized by the State. Contractor is not authorized to begin work prior to receiving notice to proceed.

**1.21. TIME OF PERFORMANCE:**

The services of the Contractor are to commence after receipt of a notice to proceed and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

**1.22. CONTRACTOR RESPONSIBILITY:**

DTI will enter into a contract with the successful Contractor. The successful Contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be clearly identified in the Contractor's proposal using Exhibit B-11.

**1.23. PERSONNEL:**

- 1.23.1. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- 1.23.2. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under the State of Delaware and/or local law to perform such services.
- 1.23.3. Contractor shall comply with related requirements in Appendix A (Scope of Contract).

**1.24. SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for non-performance of work as stated above.

In the event of the delay in delivery of any deliverable which is a component of work authorized under this contract, and in addition to and not in limitation of any other rights or remedies of the State, the Contractor will pay to the State the sum of \$1,000 for each day of such delay in delivery as agreed liquidated damages.

Work that begins under this contract shall continue until completed even if this contract is cancelled or expires. The work shall be covered by the State's authorized documents until those specific documents expire. Any continuing work shall be covered by a subsequent DTI contract or an agency specific contract.

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**1.25. CONSULTATION AND REPORTING:**

The Contractor shall submit financial and narrative progress reports within five (5) working days following the end of each month and at the completion of each task. The time and form of such reports will be prescribed by the State. The Contractor shall maintain the following records:

- a. File memos on meetings, site visits, and other activities;
- b. Time records and narrative documentation arranged on a monthly basis covering the work required under this contract in the form prescribed by the State; and
- c. Mileage and travel expense records, salary information and such other data as are necessary to document and substantiate the Contractor charges. Such records shall be kept at the office of the Contractor and made available for review or audit on behalf of the State.

**1.26. CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the State and the Contractor shall be incorporated in written amendments to the Purchase Order.

**1.27. INTEREST OF CONTRACTOR:**

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

**1.28. PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

**1.29. ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

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**1.30. COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**1.31. GRATUITIES:**

1.31.1. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

1.31.2. In the event this contract is terminated pursuant to subparagraph "1.31.1", the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

**1.32. AFFIRMATION:**

The Contractor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred by any municipality, local government, state or federal government and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**1.33. AUDIT ACCESS TO RECORDS:**

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor.

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**1.34. TERMINATION OF CONTRACT:**

- 1.34.1. Termination for Cause – If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, DTI shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DTI, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to DTI.
- 1.34.2. Termination for Convenience – DTI may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of DTI, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to DTI.

**1.35. REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

**1.36. AMENDMENTS:**

The contract may be amended, in writing, by mutual agreement of the parties.

**1.37. CONTRACTOR FORMS:**

During the implementation or the performance of work for this contract, Contractor may use its own forms for the Contractor's internal use only. Even if these forms are signed by a State employee, the signature does not commit the State to any additional terms and conditions other than those stated in this RFP and resulting contract.

**1.38. SUBCONTRACTS:**

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Exhibit B-11 and agreed to in writing by DTI or as are specifically authorized in writing by the State during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

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**1.39. AGENCY'S RESPONSIBILITIES:**

- 1.39.1. The State shall examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the State and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- 1.39.2. The State shall give prompt written notice to the Contractor whenever the State observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

**1.40. DISCLOSURE AND OWNERSHIP OF PROPOSAL CONTENTS BY DTI:**

All matters set forth in an Offeror's Proposal, including technical and price information, may be subject to disclosure after Notice of Award. All information in an Offeror's Proposal and any Contract resulting from this RFP are subject to the provisions of Delaware's Freedom of Information Act regardless of copyright status or Vendor designations on pages of the Proposal.

Any and all materials submitted become the property of the State. The State reserves the right to use any and all information contained in a Proposal unless prohibited by law.

**1.40.1. Confidential Proposal Materials:**

All documents submitted, as part of the Offeror's proposal will be deemed confidential during the evaluation process. Offeror's proposals will not be available for review by anyone other than the Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Offeror's information to a competing Offeror prior to award of the contract.

The State of Delaware is a public agency as defined by State law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Offeror(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Offeror(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If an Offeror feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection.

Offeror(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Offeror's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, DTI will open the envelope to determine whether the procedure described above has been followed.

Pricing information may not be designated as proprietary or confidential.

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**1.41. CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by DTI and any Offeror. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Special Provisions
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instructions

**1.42. ASSIGNMENT:**

The contract shall not be assigned except by express written consent from DTI.

**1.43. NEWS RELEASES:**

The Department of Technology and Information reserves the right to pre-approve any news or advertising releases concerning this contract, the work performed, or any reference to the State of Delaware with regard to this project or contract performance. Any such news or advertising releases pertaining to this RFP for any purpose shall require the prior expressed written permission of the Department of Technology and Information.

**1.44. FUTURE BENEFITS:**

The Contractor shall pass on to the State any more favorable terms, conditions and pricing that are driven by market conditions or technological advancement, when such favorable terms, conditions and pricing are based upon executed contracts with other State or other large users of equivalent systems, components or services.

**1.45. EQUAL EMPLOYMENT OPPORTUNITY:**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. The Contractor shall, in all solicitations or advertisements for employment placed by or on behalf of the Contractor in support of this project, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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**1.46. COPYRIGHT AND PATENT RIGHTS:**

The Contractor warrants that there are no existing claims of violation and the Contractor has no knowledge of any potential claims of violation of copyrights or patent rights in products being proposed in their proposal as of the date of proposal submittal. The State of Delaware and all of its agencies expects indemnification by the Contractor of any claim or action brought against the State of Delaware or any of its agencies based upon a claim that the software, hardware, or documentation provided by the Offeror violated any copyright or patent rights.

**1.47. STANDARD PRACTICES:**

With respect to work provided to or conducted for the State by a Contractor, the Contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The Contractor(s) shall follow practices consistent with generally accepted professional and technical standards. The Contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or standards promulgated by DTI published at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a Contractor(s) does not conform to DTI standards or general practices, the Contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards or practices.

**1.48. CONFIDENTIALITY AND DATA INTEGRITY:**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the **CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT**, attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

The Contractor's and/or sub-Contractor's employees that are assigned to State projects may be required to submit to background checks at the contracting agency's discretion. See Appendix A.

**1.49. SECURITY CONTROLS:**

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. Therefore, the Vendor is guaranteeing that any systems or software meets or exceeds the Top 20 Critical Security controls located at <http://www.sans.org/critical-security-controls/>.

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**1.50. CYBER SECURITY LIABILITY:**

It shall be the duty of the Offeror to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Offeror's agreement shall not limit or modify liability for information security breaches, and Offeror shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Offeror all damages, costs and expenses caused by such information security breaches that have not been previously paid to Offeror.

**1.51. INFORMATION SECURITY:**

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

**1.52. ADDITIONAL TERMS AND CONDITIONS**

The State of Delaware reserves the right to add terms and conditions during the contract negotiations. Contractors will be required to include signed copies of Appendix E in the final contract.

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**Request for Proposals**

**2.1. INTRODUCTION**

**2.1.1. PURPOSE**

The Department of Technology & Information (DTI) is issuing this RFP for Inmate and Public Coin telephone services throughout the three counties in Delaware.

It is the goal of this Request for Proposal to identify a Contractor and execute a contract to implement such equipment and service as specified in this RFP.

**2.1.2. GUIDELINES:**

Offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

It will be the sole responsibility of the Offeror to have their proposals delivered before the closing hour and date. Late proposals will not be considered and will be returned unopened to the sender.

Proposals having any erasures or corrections must be initialed in ink by the Offeror. The Offeror's official must sign the proposal in ink.

All proposals must be valid for a period of 180 days following the proposal deadline.

Proposals must address all of the RFP package requirements. Partial or incomplete proposals will be rejected.

Any proprietary information contained in the proposal should be so indicated as stated in Special Provisions 1.40.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process.

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**2.2. FORMAT FOR PROPOSAL:**

**2.2.1. INTRODUCTION:**

To enable the evaluation committee to fairly evaluate each proposal, Offerors shall use the specified proposal format.

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

**2.2.2. COVER LETTER:**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Offeror's ability to provide the services specified and identify all materials and enclosures being forwarded collectively in response in the RFP. It must also include statements that:

- ✓ Certify the electronic copies of the proposal have been scanned and are free from viruses and other malicious software; and
- ✓ Certify all proposal conditions are valid for 180 days from the deadline date for proposal submission.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware.

**2.2.3. TABLE OF CONTENTS:**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal. The Proposal responses should mirror the RFP format in order to make it easy for the Contract Review Committee to find the necessary information to evaluate your proposal versus the other Offerors.

**2.2.4. DESCRIPTION OF SERVICES AND QUALIFICATIONS:**

Each proposal must contain a detailed description of how the Offeror will provide each of the services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Offeror will provide that are not mentioned in this RFP.

**2.2.5. NUMBER OF COPIES WITH MAILING OF PROPOSAL:**

One paper copy of the Proposal shall be submitted, along with eight (8) electronic copies on CDs or DVDs in a sealed package clearly marked with the name of the Offeror and labeled:

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The paper copy shall be marked "Master Copy" and will contain original signatures in all locations

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requiring an Offeror signature. The remaining copies do not require original signatures.

**The electronic copies used for this submittal shall be virus checked by the prospective firm before submittal and shall be accompanied by a signed certification indicating the virus detection software used including the date and version.**

2.2.6. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions will be posted at <http://bids.delaware.gov/>. By submitting an offer to the State, Offerors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

2.2.7. INCURRED EXPENSES:

DTI will not be responsible for any expenses incurred by the Offeror in preparing and submitting a proposal.

All costs incurred by the Offeror in preparing the proposal, or costs incurred in any other manner by the Offeror in responding to this proposal will be wholly the responsibility of the Offeror. All materials and documents submitted by the Offeror in response to this RFP package become the property of the State of Delaware and will not be returned to the Offeror.

2.2.8. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Contractor's offer to meet the requirements of the RFP. DO NOT USE RING BINDERS.

2.2.9. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

DTI reserves the right to withdraw this Request for Proposal, to reject any or all proposals, to waive minor irregularities in proposals or to allow the Offeror to correct a minor irregularity if the best interest of the State will be served by doing so.

2.2.10. PROJECT MANAGER:

As part of a proposal to a specific task order, the Offeror shall designate a project manager who will serve as the point of contact for the State of Delaware and be responsible for the system installation. Résumés of potential project managers must be included and noted as such. The apparent successful Offeror's project manager shall be named prior to contract signing. Offerors shall comply with other Project Management requirements in Appendix A.

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2.2.11. SCHEDULE OF EVENTS:

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Milestone Event	Date
1 RFP Package Released	March 3, 2015
2 Completed Security Clearance Forms Due NLT	March 10, 2015, 4:00 p.m. EDT
3 Scheduled Site Visit	March 17, 2015, 10:00 a.m. EDT
4 Written Questions Due No Later Than (NLT)	March 17, 2015, 4:00 p.m. EDT
5 Written Answers Posted to Website NLT	March 24, 2015
6 Proposals Due Date/Public Bid Opening**	April 7, 2015, 2:00 p.m. EDT
7 Contract Award	Within 90 days of proposal due date/time

\*\* The only information publicly released at the proposal opening is a list of prospective Offerors. All prospective Offeror's proposal content is kept confidential until a contract has been executed. Thereafter, all bid information (with the exception of proprietary information properly identified by the Prospective Offeror or Contractor) is subject to disclosure as public records under the Delaware Freedom of Information Act.

2.2.12. Order of Documents in the Offeror Proposal (Proposal Reply Summary Form)

<b>Section 1</b> Signed Cover (Transmittal) Letter Signed original Non-Collusion Statement Signed original CD virus-free certification Signed original Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement
<b>Section 2</b> Table of Contents
<b>Section 3</b> Exceptions to any RFP terms or conditions
<b>Section 4</b> Complete response to Appendix A Technical Requirements
<b>Section 5</b> Completed Appendix B Pricing Sheets, Balance Sheets and Income Statements for past three years
<b>Section 6</b> Completed State of Delaware Contract Disclosure Form
<b>Section 7</b> Completed Business References, Subcontractor References, Business Experience, Resumes
<b>Section 8 – Optional &amp; Other Information Not Listed Above</b> Other Offeror provided information that may differentiate the Offeror's firm from the competition.

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**2.3. PROPOSAL EVALUATION PROCEDURES:**

**2.3.1. BASIS OF AWARD:**

DTI shall award this contract to the most responsible and responsive Offeror who best meets the terms and conditions of the proposal. The award will be made on basis of price, product evaluation, and prior history of service and capability.

DTI reserves the right not to award this RFP, to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent is to award this contract for both Inmate and Public Coins Services to one (1) Offeror.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process.

**2.3.2. REVIEW COMMITTEE:**

A group with expertise in procurement, contract management, budgeting, operations, and technical will comprise the Contract Review Committee (CRC).

**2.3.3. REQUIREMENTS OF THE OFFEROR:**

The purpose of this section is to assist the Contract Review Committee to determine the ability of the organization to provide the services described in the application. The response should contain at a minimum the following information:

- a. Brief history of the organizations, including accreditation status, if applicable.
- b. Offeror's experience, if any, providing similar services. At least three references are required (See § 1.16 – Special Provisions).
- c. Brief history of the subcontractor(s) of the organization, if applicable. At least three references of subcontractor(s) are required.
- d. Financial information (balance sheets and income statements) for the past three years.
- e. Describe the methodology/approach used for the implementation of this project including a sample work plan and time line.
- f. All other information listed in Sections 1, 2, 3, 4, 5, 6, 7, and 8 as outlined in 2.2.12 and the Proposal Reply Summary Form.

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2.3.4. D. CRITERIA AND SCORING:

	<b>POINTS</b>
1. The demonstrated experience in providing equipment/services of comparable specifications/scope and value and project management experience.	20
2. The ability to perform the installation in the time allotted for the implementation phase, as demonstrated by their proposed commitment of management, personnel and other resources. Installation interval quoted.	20
3. The approach to performing the tasks set forth in the Scope of Work as expressed in the proposal. The understanding of the problem; details of the offering; how you plan to meet the requirements of this RFP. Thoroughness and completeness of the proposal relative to the requirements.	30
4. The background, experience, resources, reputation, financial resources and years in business and references.	20
5. The qualifications and experience of the System Administrators to be assigned to the project.	20
6. Call Rates and Commission structure,	20
7. The management reports and reporting requirements.	10
8. SYSTEMS RELATED CRITERIA – Inmate Coin	30
a. Demonstrated experience in the development and implementation of integrated system.	
b. Responsiveness (degree of fit) with the requirements, and apparent overall quality of proposed software, hardware, communications and services.	
c. Quality of technical environment.	
d. Ease of operation, accuracy, local data access capabilities, local change/modification capabilities, ease of transition, local and remote report writing capabilities, etc...	
<b>TOTAL SCORE</b>	<b>170</b>

The CRC review all proposals submitted in response to this RFP. Each Proposal will be evaluated to determine if it meets the mandatory RFP provisions. Any proposal failing to meet those requirements is subject to immediate disqualification without further review. Relative merits of all remaining proposals will be evaluated against criteria as listed in this RFP.

CRC findings may be presented to an Executive Selection Committee. The Executive Selection Committee will review CRC findings and may request that Offerors present oral reviews. Potential Contractors will be recommended to the Chief Information Officer (CIO) of the Department of Technology and Information. The CIO will enter negotiations with the Offerors that have been deemed to be qualified and shall request Best and Final Offers from all Offerors. The CIO can then select from the Best and Final offers the successful Offeror.

Contract Review Committee members will assign up to the maximum number of points listed for each of the listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Contract Review Committee members.

Full points will be given for proposed schedules that meet the schedule requirements. Longer schedules will not necessarily disqualify an Offeror, but may receive a lesser evaluation. Variance from the anticipated project schedule and duration must be explained in detail.

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**2.4. GENERAL SCOPE OF CONTRACT:**

**2.4.1. OVERVIEW:**

The Contractor(s) shall provide all materials and labor to satisfy the State of Delaware's need for inmate calling control systems, voice terminals, public coin telephones and local/long distance services as described herein.

The services will require the Contractor(s) to partner with and cooperate with DTI to make sure the State receives the most current state-of-the-art services.

**2.4.2. DETAILED REQUIREMENTS:**

The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract.

**2.4.3. DEFINITIONS:**

"State" is further defined as the Department of Technology and Information or any authorized entity that chooses to use this contract.

"Agency" is further defined as the Department of Technology and Information which is responsible for the issuance of this RFP.

**2.5. PRE-PROPOSAL MEETING:**

A mandatory pre-proposal meeting has not been scheduled for this RFP.

**2.6. OFFEROR COMMUNICATIONS:**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. The Procurement Officer shall make sole determination regarding any such disqualification. Vendors should rely only on written statements issued by the RFP designated contact.

Carmen Herrera  
Department of Technology and Information  
William Penn Building  
801 Silver Lake Boulevard  
Dover, DE 19904  
Email: carmen.herrera@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

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**2.7. CONTACT WITH STATE EMPLOYEE**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**2.8. SCHEDULED SITE TOUR (ATTENDANCE IS NOT A MANDATORY REQUIREMENT)**

A site tour will be conducted at the Howard R. Young Correctional Institution (HRYCI), 1301 East 12th Street, Wilmington, DE 19801 on Tuesday March 17, 2015 at 10:00 AM. To attend the site tour, Offerors must:

1. Be pre-qualified for security clearance.
  - a. Security clearance forms may be requested from Carmen Herrera by email at [Carmen.Herrera@state.de.us](mailto:Carmen.Herrera@state.de.us). All complete security clearance forms must be submitted to Carmen Herrera no later than Tuesday, March 10, 2015 at 4:30p.m. EDT.;
2. Be at the facility at least 15 minutes in advance in order to get checked in. Tour will start promptly at 10:00 AM. Latecomers will not be accommodated.
3. Have a state issued driver's license or ID when entering the facility. It will be surrendered to the front gate when entering and returned to you when you leave.
4. Only bring keys, a driver's license (ID) and a notepad/writing instrument into the facility. NO cell phones, blackberries, pagers, chewing gum, tobacco products, penknives, etc.

No other sites will be open for inspection.

Offerors may have **one** representative participate in this scheduled site tour. Attendance is not a mandatory requirement for Offerors.

*Remainder of page intentionally left blank.*

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**2.9. ATTACHMENTS:**

Appendix A – Scope of Contract Details  
Exhibit A-1 – Inmate & Public Coin Services Sample Monthly Usage  
Exhibit A-2 – Average Monthly Usage over 19 Months  
Exhibit A-3 – Wall Mounted Instrument Signage Sample  
Exhibit A-4 – Inmate Phone Inventory  
Exhibit A-5 – Public Phone Inventory  
Exhibit A-6 – Contractor Provided System Administrator Needs  
Appendix B - Proposal Reply Section  
Exhibit B-1 - No Proposal Reply Form  
Exhibit B-2 - Non-Collusion Statement  
Exhibit B-3 - Confidentiality and Integrity of Data Statement  
Exhibit B-4 - Proposal Reply Summary Form  
Exhibit B-5 - Cost Reply Form  
Exhibit B-6 - State of Delaware Contract Disclosure  
Exhibit B-7 - Proposal Reply Business Reference Form  
Exhibit B-8 - Proposal Reply Experience Form  
Exhibit B-9 - Proposal Reply Key Position Resume Form  
Exhibit B-10 - Proposal Reply Exceptions Form  
Exhibit B-11 - Proposal Reply Subcontractor Information Form  
Exhibit B-12 - Proposal Reply Example Subcontracting Form  
Exhibit B-13 - Proposal Reply Office of Supplier Diversity Certification Application Information  
Appendix C - DTI Definitions and General Provisions  
Appendix D – Delaware Department of Correction Prison Rape Elimination Act Policy  
Appendix E – State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

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**3. SCOPE OF CONTRACT DETAILS**

**3.1. GENERAL:**

- 3.1.1. The Contractor shall install completely provisioned inmate calling systems and public pay telephone services.
- 3.1.2. Requirements listed under Section 3.1 shall be in effect for all of the separate sections (II and III) of Appendix A.
- 3.1.3. All services shall be coordinated directly through the Department of Technology and Information. The administrating office address is:
- Department of Technology and Information  
Telecommunications Team  
801 Silver Lake Blvd.  
William Penn Bldg. Suite 100  
Dover, DE 19904
- 3.1.4. The Contractor, within five (5) days after contract award, shall notify the Telecommunications Team, in writing of the names, addresses and telephone numbers of the principal contact(s) for:
- trouble-shooting and routine repairs
  - major outage/trouble reports
  - escalation procedures
  - commission payments and accounting records
  - contract terms and conditions
- 3.1.5. The Contractor shall provide written notice to the Telecommunications Team of any changes of contact personnel and/or telephone numbers.
- 3.1.6. Contractor employees shall in all respects be independent of the State and in no way be considered employees of the State.
- 3.1.7. Contractor and subcontractor staff must satisfactorily pass a complete background check according to Department of Correction standards before being permitted to enter any DOC facility. The State shall require background investigations and drug tests of personnel working at State locations. The Contractor and subcontractors shall provide the State with the names, dates of birth, addresses, Social Security Number, sex, race, State Driver's License / State Identification Card number and any additional information necessary to obtain security clearance of personnel working on the installation and maintenance of all equipment. The State may require that a Contractor employee be precluded from entry into any State facility. The Contractor shall replace any such employee working at such locations as directed by the State.
- 3.1.8. The Contractor shall retain ownership of all equipment throughout the duration of the contract. All equipment and services shall remain in operation from the commencement of the contract to the initiation of a future contract. In the event that a subsequent contract is not awarded to the current Contractor, the current Contractor shall supply all equipment and services for a period of up to ninety (90) calendar days beyond the contract termination date. All terms and conditions shall remain in effect during the ninety (90) days.

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- 3.1.9. The Contractor shall update and maintain all equipment to ensure compliance throughout the duration of the contract.
- 3.1.10. The State shall bear no costs for the installation of new services or the removal and transfer of existing services.
- 3.1.11. The Contractor must retain all licenses, registration and permits required by Federal and State laws for performances of this contract throughout the duration of this contract.
- 3.1.12. Contractor shall provide complete system descriptions, operator manuals, installation guides, user guides and any and all information required to allow the State to utilize services.
- 3.1.13. The State will not consider any pricing scenarios that include minimum usage commitments, minimum number of coin/coinless stations or maximum quantity/usage limits. The total quantity of services required will vary. The following information is provided as an estimate of current activity. No guarantee of service quantity is given or implied.

Sample usage is shown below:

**1. Inmate Services:**

See Exhibit A-1

**2. Public Pay Telephone Services:**

See Exhibit A-1

**3. Average Monthly Usage over 12 Months and Annual Usage.**

See Exhibit A-2

3.1.14. TERMINOLOGY:

Whenever the terms below are used in this document, they shall have the associated meanings.

ACCEPTANCE	The time at which installations have been certified by the State as meeting all operational requirements and the Contractor's installation has been 100% completed in a satisfactory manner.
PROPOSAL	A Contractor's offer submitted in response to a request for proposals.
BTN	Billed Telephone Number
BUSINESS DAY	State business day of 8:00 a.m. to 5:00 p.m., excluding Saturdays, Sundays, and State celebrated holidays (New Years, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Day After Thanksgiving, and Christmas). For inmate telephone service, any calendar day (24 hours) is considered a business day.
CALL PROGRESS	Dialing and initiation of call to establish connection.
CALL IN PROGRESS	Call not completed but currently with an established connection.

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COMMON CARRIER	A supplier of facilities used to provide transmission of voice and data from one point to another over a telecommunications network.
CONTRACT	The acceptance by the State of an offer of a Contractor consisting of the terms and conditions within this bid and following documents accepted by the State.
CONTRACTOR	Any Firm or Corporation to whom a contract is awarded based on a request for proposals.
CUTOVER	The time at which a system is put into service for all users.
FCC	Federal Communications Commission
ICP	Inmate Call Processor system which administers the inmate phone stations.
INTRA-LATA	Calls made within the same LATA. For the purposes of this bid, IntraLATA shall include all State geographical (302) areas.
INTER-LATA	Calls made from one LATA to another LATA. Calls between LATAs are handled by Inter-LATA carriers.
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
MAC	Moves, Addition of telephones or Change (relocation) of telephone services.
NXX	Three digit Local Exchange number.
NPA	Numbering Plan Area (Area Code)
PIC	Primary Interstate Carrier
PIN	Personal Identification Number
POP	Points of Presence
STATE	State of Delaware

3.1.15. INSTALLATION GUIDELINES AND SCHEDULES:

The Contractor shall provide a complete turnkey installation, including all equipment, facilities and telephony connectivity services.

- a. Installations shall be in compliance with the National Electrical Code, BICSI and the EIA/TIA Wiring Standards.
- b. The Contractor shall be solely responsible to insure complete system operation with any interstate carrier, intrastate carrier and/or LEC in supplying any required call routing and resulting call billing.
- c. The Contractor shall be solely responsible to insure operation with any interstate carrier, intrastate carrier and/or LEC in transferring services and equipment required to provide uninterrupted service.
- d. The Contractor shall order, coordinate, and schedule all associated carriers for the installation of T-1's, switched access, analog line, and connection of all telephone services.
- e. All services shall be scheduled in advance of cutover or installation. The Contractor shall clearly and concisely identify procedures and time schedules prior to service. All telephones and services shall be installed and operational on or before TBD. Any additional telephones shall be installed within 14 calendar days of request by the State.
- f. The Contractor shall notify the Telecommunications Team of any modifications or interruptions of service during the implementation, installation of or repair of any service. All scheduled

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interruptions shall be coordinated with the State contact person five business days prior to scheduled interruption, at which point, the State may require an alternate service interruption date.

- g. Contractor shall provide weekly installation progress reports denoting installation progress at all locations, projected installation schedules and past progress. Within five days of cutover, the Contractor shall submit a statement that the proposed services/products are operational, complete, and fully tested.
- h. The acceptance of the installation/implementation shall be made by the State representative when all terms and conditions of the contract have been met.
- i. Contractor shall provide instruments at locations specified. It is the responsibility of the Contractor to furnish all items required to insure operation, including racks, cable, power distribution, telephones and electronic switching. Available cabinet space for inmate equipment is limited. Final equipment placement shall be in the same place as current equipment is located unless otherwise directed by the State.

3.1.16. INTERLATA AND INTRALATA SERVICES:

- a. The Contractor is responsible to install and maintain all local, InterLATA and IntraLATA services. The Contractor shall service all State locations via switched access and/or dedicated facilities. The Contractor shall cooperate fully with any intrastate carrier and/or LEC in supplying any required routing or translation changes.
- b. If substandard transmission quality is encountered, a full credit shall be issued to the billed individual upon notification to the Contractor.
- c. The Contractor shall notify the State of any change or impact on various transmission facilities diminishing transmission quality.
- d. The Contractor shall be responsible to insure proper call completion and to provide the State with accurate traffic statistics, maintenance and operational reports.
- e. The Contractor shall limit connect time access (time period from the end of dialing to ringing at destination line) to a period not to exceed 8 seconds.
- f. Contractor shall order PIC change from the local exchange company as required at no charge to the State. When all installations are complete, the Contractor shall certify in writing to the State that all telephones have been successfully converted to the proper PIC code.
- g. The Contractor is not authorized to incur any charges for which the State shall be responsible. Any and all charges levied by the LEC for PIC changes shall be invoiced to and paid directly by the Contractor.
- h. Any proposed service shall not require the dialing of additional digits beyond the one (1) and the ten digits (three digit NPA, three digit NXX, and four remaining digits of the number) normally dialed for North American dial plan.
- i. The Contractor shall place a block on unauthorized PIC change orders from other carriers. The Contractor must work with the LEC or appropriate party to insure that PICs are retained with proper indicators throughout the duration of the contract.
- j. The Contractor must provide service on a 100% availability basis allowing up to 100% of all telephones to be connected to outside parties simultaneously.

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3.1.17. REPAIR AND MONITORING PRACTICES:

- a. All equipment provided shall be the responsibility of the Contractor. The Contractor shall provide spares, trained personnel and software to support the equipment at the Contractor's cost throughout the duration of the contract.
- b. The Contractor shall respond to a major service call within four (4) State business day hours of report of occurrence. A major service call is defined as a loss of twenty-five 25 % or more of any one bank (greater than one telephone) of telephones or loss of carrier services. State business day for inmate telephone service is any calendar day (24 hours).
- c. The Contractor shall respond to a minor service call within the next business day of report of occurrence. A minor service call is defined as any service call not defined as major.

3.1.18. MAINTENANCE AND SUPPORT:

- a. All Contractor equipment must be fully supported by on site and remote maintenance. Remote maintenance must include the ability to test trunks and to place test calls without sending a technician to the site. Maintenance must include the following:
  - Remote diagnostics and repair without affecting call progress and calls in progress for unaffected telephones in fault.
  - Automatic trunk disable for failed trunks.
  - 24 hour, 365 day repair service for telephone station bank out of service reports.
  - Next day repair for single station trouble reports.
- b. The Contractor must provide services as required by the State. The Contractor shall not decrease telephone count unless directed to do so by the State. Telephones may be added or removed to meet State requirements, as defined by the State.

3.1.19. REPORT ADMINISTRATION:

- a. Monthly income reports shall be provided via E-mailed computer files, completely compatible with MS Access and Excel programs. Report shall identify revenue and commission paid by telephone station and by site. Income reports for inmate and public coin telephone services shall be submitted to the DTI Procurement Officer by the 10th of each month.
- b. The Contractor shall provide monthly trouble reports to the DTI Procurement Officer summarizing repair activities for the previous month's reports. The Contractor must communicate with the State regarding corrective actions and trouble resolution, upon request. Type of meeting will depend upon problem severity as determined by the State.
- c. The Contractor shall assign a dedicated financial representative to the State account who will cooperate with the State to resolve income, call detail, equipment programming and data discrepancies.
- d. The Contractor shall provide any corrective data requested by the State within five (5) working days of request. This is inclusive of balances and credits owed the State.
- e. The Contractor shall provide immediate notification to the State upon receipt of evidence of fraud, vandalism, wire-tap, or any other access to, or use of, services or products other than authorized by the State.

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3.1.20. AVAILABILITY AND PENALTY:

The Contractor is responsible for continued availability of all phone services. Any interruption lasting more than one business day per month during which service is available, or any month during which three or more interruptions occur of any duration will be subject to a penalty payment equal to the highest monthly commission paid for that telephone during this agreement.

3.1.21. STATE LAN:

The inmate telephone system shall be self-contained and isolated from State LAN. Permission shall be granted on a case by case basis, with approval from DTI and DOC, in the event any connectivity from State is required.

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**3.2. INMATE CALLING SERVICES:**

**3.2.1. INTRODUCTION:**

The State shall award a contract to provide Inmate collect-call telephones, local, interLATA and intraLATA services as required in the State Prison facilities. Locations include a centralized monitoring and recording station at the Department of Corrections, Internal Affairs Unit, School Brick Road, Smyrna, DE 19977 to access all ICP systems. A summary of telephone set requirements is as follows:

ADDRESS	APPROX. # RESIDENTS	MINIMUM NUMBER TELEPHONES REQUIRED	ADMIN TERMINALS REQUIRED	TYPE OF INMATE PHONE SETS
( for IAU and EOC, centralized monitoring and recording access all ICP systems)				
Department of Correction Internal Affairs Unit (IAU) School Brick Road Smyrna, DE 19977	0	0	1	None
Department of Correction Admin/Emergency Operations Center (EOC) 245 McKee Rd Dover, DE 19904	0	0	1	None
Central VOP Center 875 Smyrna Landing Rd Smyrna, DE 19977	100	18	1	Inmate
Delores Baylor Women's Correctional Institution (BWCI) 660 Baylor Road New Castle, DE 19720	400	41	2	Inmate
James T. Vaughn Correctional Center (JTVCC) 1181 Paddock Road Smyrna, DE 19977	2600	86	1	Inmate
Howard R. Young Correctional Institution (HRYCI) 1301 East 12th Street Wilmington, DE 19801	1700	132	3	Inmate
Sussex Correctional Institution (SCI) Rt. 113 P O Box 500 Georgetown, DE 19947	1200	113	2	Inmate
Sussex VOP Center (SVOP) 23207 DuPont Blvd. Georgetown, DE 19947	250	38	2	Inmate
Webb Correctional Facility (WCF) 200 Greenbank Road Wilmington, DE 19808	100	10	2	Inmate
Morris Community Correctional Center (MCCC) 300 Water Street Dover, DE 19904	250	30	1	Inmate

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3.2.1 Table - continued

ADDRESS	APPROX. # RESIDENTS	MINIMUM NUMBER TELEPHONES REQUIRED	ADMIN TERMINALS REQUIRED	TYPE OF INMATE PHONE SETS
Plummer Community Correctional Center (PCCC) 38 Todds Lane Wilmington, DE 19802	250	11	1	Inmate
Hazel D. Plant Women's Treatment Facility (HDP) 620 Baylor Boulevard New Castle, DE 19720	100	6	1	Inmate
Jane E. Mitchell Bldg. 300 Debnam Drive New Castle, DE 19720	42	4	0	Inmate
Sussex Work Release Center (SWRC) 23207 DuPont Blvd. Georgetown, DE 19947	250	7	0	Inmate
NCC Detention Center (DSCYF site) 963 Centre Road Bldg. 12 Wilmington, DE 19805	80	15	1	Inmate
Ferris School (DSCYF site) 959 Centre Rd. Wilmington, DE 19805	110	20	1	Inmate
Stevenson House (DSCYF site) PO Box 278, Rt 113 Milford, DE 19963	50	12	1	Inmate
<b>TOTALS</b>	<b>7410</b>	<b>543</b>	<b>21</b>	

- a. Systems provided must be "turn-key". Onsite training shall be provided for all administrators of the inmate phone system. Such training shall include operation and first echelon maintenance of all equipment supplied.
- b. Contractor shall make arrangements for removal of existing inmate phone systems at each facility, with smooth cutover to new services without interruption of service to inmates. The Contractor must coordinate all circuit orders with the LEC and long distance carrier. Timelines shall be coordinated with Department of Technology and Information, Department of Correction and Department of Services for Children, Youth & Families.
- c. Acceptance testing shall be performed at each facility in the presence of the Department of Correction personnel and/or their designated representative(s).
- d. Systems shall allow collect calls, pre-paid and debit card calling operation. Debit card and calling card may be permitted on a per PIN basis.

3.2.2. INSTALLATION REQUIREMENTS:

- a. The Contractor must provide equipment installation on site with limited space provisions. Each of the sites presently has equipment supplied by Global Tel\*Link (GTL).

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- b. The Contractor is required to install their equipment and cut over services in conjunction with the removal of existing services. Equipment rooms are available at the individual facilities listed in the above table.
- c. Contractor equipment shall include main switching gear referred to as Inmate Call Processor (ICP), cabling, telephones and any and all materials required to complete installation and service as defined within.
- d. The Inmate Call Processor (ICP) shall be of compact design requiring a minimum of wall and floor space. Contractor must submit a scale drawing of the installed space required.
- e. Each ICP unit rack shall be powered by no more than a single, unconditioned, 115 volt, 60 Hz power source, drawing no more than twenty (20) amps.
- f. Each ICP shall be equipped with an internal UL listed power supply that is tolerant of line transients, momentary surges, and short duration power drops such that inmate phone operation continues in the presence of such common disturbances. No auxiliary power cords, external power supplies, or AC/DC converters shall be required at the actual inmate phone stations. The Contractor shall provide all materials and labor required to install the ICP. Receptacles and wiring already installed may be used to connect the telephone instruments with the MDF. Any additions are the responsibility of the Contractor.
- g. Each telephone station must be self-contained, utilizing telephone cabling for all connectivity. Cable must be protected by encasement in metal conduit. Installations must use existing conduit utilized by the present Contractor when available.
- h. Installation shall not interfere with existing services during standard operating times. Service transfer must be performed one station at a time in order not to leave any one or all bank(s) of telephones without service.
- i. The Contractor must provide new or refurbished, like-new equipment of similar type designed for similar applications which utilize state of the art technology, including the latest tamper-proof technology and must be approved by DOC prior to installation.
- j. The Contractor shall be financially responsible for obtaining all permits, licenses, and bonding to comply with State and Federal laws.
- k. As directed by the State contact at each correctional facility, one telephone of each "bank" of telephones shall be installed as to be compliant with the Americans with Disabilities Act (ADA).
- l. The Contractor shall order and coordinate all required circuit orders with the LEC and long distance carrier. Timelines shall be coordinated with State designate.
- m. The Contractor shall work with the State and existing service Contractor to convert all existing data to required format and loading into the new system. The existing assigned PIN numbers and authorized call lists shall remain unchanged. The Contractor shall accept data from the current provider's SQL Server database and be responsible for any conversion costs. The Contractor shall process the data into the format required for the proposed system and load the information at an agreed upon time. System testing will be done on the software prior to any cutover.
- n. The Contractor must provide wall mounted instrument signage next to each telephone, defining call procedures. Signage shall be in English and Spanish. A sample is provided in Exhibit A-3.
- o. After installation of services, the Contractor shall provide an installation summary for each site, including the following information:
  - i. Certification of completion per contract requirements. Signed by Contractor and the State.

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- ii. Front view (Complete manufacturer diagram or printed digital picture) of cabinet and each item of equipment installed.
  - iii. Side view (Complete manufacturer diagram or printed digital picture) of cabinet and each item of equipment installed.
  - iv. Cable layout including all blocks (66,110 or other) and interfaces.
  - v. Network Hub Layout
  - vi. MDF Termination Detail
  - vii. Block layout identifiers
- p. ICPs for locations with 10 or fewer telephone stations may be remotely located and need not be at campus locations. All other sites will require on campus equipment.

3.2.3. OPERATIONAL SUPPORT, MAINTENANCE, AND MONITORING PRACTICES:

- a. All equipment provided shall be the responsibility of the Contractor.
- b. The Contractor shall provide spare parts, trained personnel and software to support the equipment at the Contractor's cost throughout the duration of the contract.
- c. All Contractor equipment must be fully supported by on site and remote maintenance. Remote maintenance must include the ability to test trunks and phones and to place test calls without sending a technician to the distant site.
- d. All equipment provided shall be the responsibility of the Contractor. Maintenance must include:
  - Contractor repair of all major service calls within four (4) hours of report of occurrence. A major service call is defined as a loss of twenty-five 25 % or more of any one bank (greater than one telephone) of telephones or loss of carrier services.
  - 24 hour, 365 day repair service for telephone station bank "out of service" reports.
  - Contractor response and repair commencement of all minor service calls within one business day of report of occurrence. A minor service call is defined as any service call not defined as major.
  - Additional services, such as Moves, Adds and Changes (MAC), will be requested after installation. Most work will be scheduled some time in advance (three or more days), but the Contractor shall service the State within the next business day when requested to do so. In all cases, work must be completed within 10 business days. For inmate telephone services, next business day shall be next calendar day.
  - Next day repair for single station trouble reports.
  - On-site diagnostics, remote diagnostics, and repair without affecting call progress and calls in progress for telephones unaffected by fault.
  - Automatic trunk/channel disable for failed trunks.
  - Weekly site visits for system inspection and/or repair. Responses to trouble calls may constitute a site visit for the week so long as the other telephone equipment on the site is inspected at the same time and additional repairs are made as necessary.
- e. The Contractor shall provide monthly trouble reports summarizing repair activities for the previous month.
- f. The Contractor must meet with the State either in person or via a telephone conference call regarding corrective actions and trouble resolution upon request. The type of meeting will depend upon problem severity as determined by the State.
- g. Contractor employees shall relinquish their Company Identification and State or Federal recognized identification card prior to entry into a State Correctional facility. Upon exiting of the facility they

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must relinquish the facility identification card. Only then will their surrender identification be returned to them.

- h. Contractor shall provide an EMERGENCY CONTACT that will be available to be on-site within 2 hours during an Emergency situation, as defined by the State. Remote Access will not be sufficient in the case of these Emergencies. Contractor shall maintain a 24-hour Emergency Contact for on-call access by the State.

3.2.4. FUNCTIONAL REQUIREMENTS:

- a. Service shall provide for administrative control of all programmable features via any installed administrative terminal or PC located within the facility. Administrative access shall require multiple passwords and a lock-out feature restricting access to PIN numbers to a Master Administrator.
- b. Contractor must supply remote access via secure transport mechanism at each site. Multilevel authentication shall be utilized.
- c. The ICP must provide fully automated collect calling without the need for live operator intervention. The Contractor shall assure that no operator assistance services (0+ dialing) may be accessed. The Contractor must assure that no directory assistance services may be accessed.
- d. The ICP shall offer clear and concise voice prompts; English will be the default prompt. Inmates shall be able to select prompts given in Spanish. Voice prompts must be given in short sentences with meaningful instruction for operation of the system. Beeps, tones, and other non-voice sounds shall not be permitted as substitutes for voice instructions, except when standard sounds such as dial tone, ringing, busy signals, on hold and intercept tones are appropriate. Phone signs, printed hand-outs, and video-training tapes are not an acceptable alternative to a complete range of voice prompts and messages.
- e. The ICP must include the following fraud control functionality:
  - 1. Require the successful entry of a valid personal identification number (PIN, inmate DOC number to be used) to provide positive identification of the inmate seeking access to the system, before the call is accepted.
  - 2. Prompts to verify PIN inputs requiring a DTMF verification of within 15 seconds for answering yes if correct or no if incorrect. Callers shall be allowed only two chances to enter a correct PIN before being disconnected.
  - 3. Switch-hook detection and subsequent disconnect during connected call period. Call detail reports must reflect reason for disconnect.
  - 4. Voice overlay recording (inmate call branding) alerting called party that they are speaking to an inmate from a correctional facility. Overlay recording must be provided at initial contact with called party.
  - 5. Third party conference call detection eliminating the possibility of call conferencing and call forwarding.
  - 6. Incoming call block. The ICP must not respond to incoming ringing on any of its lines used for placing the outbound inmate collect calls. No signaling or ringing of the inmate station phones shall result from an incoming ring on a line.
  - 7. The ICP must allow for blocking of the sound path to the inmate phone during call placement and during the time when the ICP is requesting acceptance of the collect call charges. During call blocking, the inmate shall be given call progress tones to indicate that the call is being connected until such time as positive acceptance or rejection is detected.

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8. The ICP must provide call blocking upon dialing based upon an unlimited number of administratively defined telephone numbers. Blocking shall be defined by the NPA, individual digits or exchanges as selected by the system administrator (i.e. 800 numbers, 900 numbers, etc.
9. Access to a live operator must be blocked at all times.
10. Calls must be able to be restricted by time of day, specific location (individually or bank) or by inmate ID number. Duration of calls must also be under the control of the administrator at each facility, i.e. an individual inmate may make a 15 minute call once per hour, or a specific inmate may make only one call per day. Both called and calling parties will receive an announcement indicating maximum call duration has been met and that the call will terminate. Maximum time duration must be programmable in one-minute increments from three to unlimited. Department of Correction staff at each facility shall determine specific guidance for calling policy and restrictions.

Example: Phone time restrictions by unit at James T. Vaughn Correctional Center:

Maximum & Supermax	1 call per week
Medium	2 calls per week
Minimum	3 calls per week
Detentioners 1, 2 & 3	4 calls per month
Protective Custody 1, 2, 3	4 calls per month
Deathrow	8 calls per month

Example: Phone time restrictions at Sussex Correctional Institution:

If maximum time length of 15 minutes is used in any call then the inmate must wait 15 minutes before making another call. If the call does not exceed the maximum time of 15 minutes there is no wait time required before making another call.

11. The ICP must not deem a call to be accepted until such time as the call recipient acknowledges receipt. The ICP must be able to distinguish such signal from line noise such as pops or clicks, i.e. as may be created by answering machines.
- f. The system must be provided with an on-site administration terminal located at a location designated by the customer. Features must include the following:
1. Connection via commercially available computer equipment;
  2. Operation not affecting the ICP normal operations and telephone operations;
  3. Management of inmate PIN codes and allowed called numbers;
  4. Report capabilities of call detail reports by number called, date, time, caller PIN and originating telephone;
  5. Viewing and printing of call detail records;
  6. Real time update of call block and acceptance lists;
  7. Real time ability to disable and enable phone operation on an all phone or per station basis;
  8. Ability to connect two or more administrative terminals with simultaneous operations if needed;
  9. Retrieval of selected conversations from file records. All inmate calls, with the exception of attorney/privileged calls, are to be recorded and stored;

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10. Ability to automatically scan recorded calls for key words and phrases and have the administrative terminal receive a prompt for the call to be reviewed based upon the detection of those words and phrases in a conversation;
  11. All inmate calls will be silently monitored and recorded; each call will be time and date stamped at the point of recording. Recording will begin with the acceptance of the PIN; dialing or speaking must commence within fifteen seconds or the call will be terminated and the recording cease. Recorded calls must be easily retrievable and archived for up to two (2) years. The system must be capable of applying "bookmarks" to the voiceprints on records for ease of retrieval.
  12. Contractor must have capability to coordinate with the previous vendor in order to provide access to the State's call recordings from the previous inmate telephone system. Recordings from the previous system (GTL) must be available to the State, at no cost to the State.
  13. Monitoring must be provided on a per call, dialed number, all trunk, scanned trunk or on demand basis from any inmate call system telephone and with PIN number; monitoring may be done on either live or previously recorded calls.
  14. For the continuous recording of all stations, 90 days of recordings shall be maintained on site; up to two years of recordings shall be maintained off-site and shall be made accessible to the State by the Contractor. Recordings shall become the property of the Department of Corrections once recorded. At the option of the State, off-site storage may be acceptable if the State has full and immediate access to the data.
  15. Contractor's system must allow for live monitoring of calls, and to handle "hot" calls via an alert system. It must notify an investigator via phone call when a "hot" call has been placed to particular, designated number and then give the investigator the ability to replay the entire call later.
  16. Contractor's system must allow investigators remote access to the monitoring stations via SSL-VPN from any internet capable computer. Contractor's system must allow for burning a large set of call recordings to multiple disks, and prompt for the next disk to be loaded. The system must flag bad recordings and not interfere with the ability of the system to burn call recordings to disk.
- g. Stations must be armored, coinless phones designed for use in correctional facilities. Coin phones or phones requiring local power are not acceptable. Phones must be dumb stations with a minimum of electronics. Intelligence must reside within the ICP.
  - h. Telephone stations must include stain resistant metal casing, metal armored handset cord, moisture resistant keypad and concealed fittings to prevent inmate tampering. Handset cord wire must not be of the type that can cut steel.
  - i. System must be remotely bootable.
  - j. Power backup (UPS) for up to 5 minutes for ICP in the event of power failure, where emergency generator power is available, must be provided. Where emergency generator power is not available, 15-minute power backup must be provided.
  - k. The Contractor must provide hard wired, switched disconnect of each individual telephone by State employees within the equipment room for each bank of telephones.
  - l. Contractor shall provide high quality transmission service. Service shall be verified by a test call to an industry standard milliwatt tone and quiet generated in a facility within a selected North American NXX/NPA, and measurements taken regarding tone loss and line noise. Readings must

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be within 0 to -10 for loss and lower than -20dbm for noise. All other readings shall be considered substandard.

- m. Credit for calls shall be issued when a caller attempts to place a call, does not get connected, and yet is billed; or when a call is terminated within 30 seconds of call initiation, due to substandard transmission quality, and a second attempt is made.
- n. The system shall provide for a toll free speed dial service, allowing inmates to dial an on-site investigative telephone number. This call shall not require the use of voice identification or PIN.
- o. The system shall allow an automated call block feature, permitting the called party to block their number from being dialed in the future. The called party simply dials a single digit DTMF code once the message that the call received is from a facility and the calling inmate name is played. A record is generated and the system administrator is notified of the blockage. The system automatically blocks the call. The administrator may change the denial operation at any time via the administrative terminal.
- p. The system shall constantly monitor inmate calls for attempts to manipulate the switch-hook in order to bypass system controls. Any such attempt could result in call disconnection at the discretion of the State on a per-pin basis. At no time will the inmate reach outside dial tone or operator assistance.
- q. Calls shall be restricted to collect only. Inmates shall be prohibited from dialing: 911, 411, X11, 555-1212, 0-, 00-, 700, 976, 900, 800, 8XX, 10XXX, 950, in order to ensure that there is no possibility of inmate live operator access. In addition, the system shall be equipped with virtually unlimited capacity for individual blocked numbers which can be added on-site via one of the administrative terminals.
- r. The system must require that the inmate hang up following each call in order to place another call. When the first call is complete, the phone becomes inoperable until it is placed on-hook again.
- s. The system shall be provided with two methods to quickly shut down all telephones during an emergency: Administrative terminal and mechanical cut off switches. Existing switches may be used, but the Contractor must insure proper operation maintenance. These manual switches shall override any electronic or preprogrammed on-off parameters. These switches will be installed in a controlled area designated by the customer. An officer from the State of Delaware Department of Corrections can shut off individual phones, all phones in a POD, or all phones at the facility with one switch.
- t. The system shall offer both rotary and touch tone call acceptance.
- u. The system shall be fully compatible with TTY/TDD services, unless agreed to otherwise, and meet all requirements of the American with Disabilities Act. This includes telephone set location and installation. Offerors shall submit all available options for the hearing impaired population for consideration by the State. All such options must contain sufficient details regarding the required hardware, software and implementation.

3.2.5. CALL SEQUENCE:

This section defines sequence of events of initiating inmate call.

- a. Caller lifts handset.
- b. Caller receives a repeated message to choose between English or Spanish, each in the appropriate language.
- c. Caller receives repeated message to enter a Personal Identification Number (PIN).

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- d. Caller enters PIN number.
- e. Caller receives repeated message to indicate that number entered was number desired. Caller presses a DTMF key to continue the call, or a different key allowing him to re-dial the number.
- f. Message is played to the caller, indicating an acceptance or rejection of the call attempt. If the ID is rejected, the phone will be disconnected.
- g. Inmate dials number.
- h. Receiving party telephone rings.
- i. Receiving party answers call.
- j. Receiving party hears a message in English or Spanish dependent upon originating call language, indicating that this is a call from a correctional institution in Delaware, plays the voice recorded name of the inmate, and provides information on how to accept or reject the caller. The calling party is not cut through until the call is accepted. The caller only hears a repeated message that his call is being processed.
- k. Inmate receives message that his call is either connected and he hears the called party or that his call is rejected, in which case the call is immediately terminated.
- l. Every six seconds throughout the call the inmate hears a recording tone and randomly the called party receives a message that the call has been placed from a correctional institution. This feature is selectable from the administrative terminal and may be disabled.

3.2.6. CALL DETAIL REPORTING AND STORAGE:

- a. Contractor shall be responsible for providing a forensically secure and legally acceptable method of data storage, data collection and data production with respect to any digitally-recorded telephone conversation or other data element recorded or created as a result of any service provided under the contract.
- b. Contractor shall be responsible for providing up to two years of offsite storage.
- c. The ICP must provide on-site storage of call detail information. Other requirements include the following:
  - 1. On-site storage capacity of up to 6 months of call records, as differentiated from recordings of calls. Backups shall be performed weekly and may be stored offsite for disaster recovery.
  - 2. Call activity viewing in real time.
  - 3. On-site reporting of stored activity.
  - 4. Call detail reporting by PIN or station for dialed number, station, trunk, time of day, date and duration of call, and call conditions including busy, no answer, normal, time expired, line quality, etc.
  - 5. Attorney Numbers: Approved legal/attorney numbers, under no circumstances, will be recorded or monitored. Describe in detail how the system will handle pre-approved attorney numbers. Individual attorney numbers must be configurable for predefined call durations as necessary.
  - 6. Free Calls: The System shall allow inmates to place free calls to numbers specified by State. These free calls shall apply to local numbers, Public Defender's numbers, the Prison Rape Elimination Act (PREA) hotline or toll free numbers only.

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3.2.7. OPERATIONAL SUPPORT AND TRAINING:

- a. The Contractor shall provide an employee for operational and maintenance support for the inmate telephone system. Operational support shall include, but not be limited to, training Corrections staff in the use of the system, collecting and inputting voice samples of the inmates for identification and tracking purposes, and entering and adjusting inmate personal identification numbers (PIN), and for Emergency on-site availability (See Exhibit A-6).
  - On-site operational training at each correctional facility shall be provided. Classes shall be provided for each of the three employee work shifts. A minimum of two classes shall be held for each shift. Topics to be covered shall include:
    - a. Inmate call process.
    - b. Communicating PIN assignment/change requests to administrators.
    - c. Trouble reporting procedure.
    - d. Emergencies – phone shutdown, reporting, service issues.
- b. Contractor shall be responsible for providing adequate staffing to ensure legally appropriate, timely in-court testimonial support. Such testimonial services shall include, at a minimum, the ability to appropriately explain to the court or a jury how the Contractor's telephone system and data storage system operates, how data is stored, maintained, and collected both as a general proposition and in relation to specific applications and uses of the Contractor's system. Offeror understands that such services will be needed on a State-wide basis. Such testimonial services, when utilized, shall not interfere with the normal and routine obligations and duties of the Contractor.
- c. On-site training at each correctional facility shall be provided for the Department of Corrections systems administrators of the inmate phone system. Such training shall include operation and operator/user maintenance of all equipment supplied. Training shall take place on the day prior to system turn-up, the day of turn-up and 14 days thereafter to insure a thorough understanding of the equipment by prison employees. Training shall take place during each of three daily shifts as defined by the Department of Corrections. Each administrator shall be provided complete sets of training material including manuals and other materials on the following topics:
  - Administrative Terminal operations.
  - Reporting Options and Queries.
  - Inmate call process.
  - Communicating PIN assignment/change requests to administrators.
  - Trouble reporting procedure.
  - Emergencies – phone shutdown, reporting, service issues.
- d. Contractor's System Administrator employee(s) shall provide weekly routine operational and maintenance support for training additional Correctional staff in the use of the system, collecting and inputting voice samples, entering inmate identification data and PIN numbers.
- e. Offerors must include resumes for all System Administrator employees with the minimum information as defined in Exhibit B-9.
- f. Agencies are required to obtain State Archivist approval prior to destroying any paper or electronic records. Contractor's System Administrator employee(s) shall assist Department of Corrections complete all destruction Notice Forms located on the Delaware Public Archives site at <http://archives.delaware.gov/govsvcs/record%20management%20forms/index.shtml>.

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3.2.8. TROUBLE REPORTS:

Contractor shall be responsible to catalogue, maintain and resolve inmate trouble reports.

3.2.9. EQUIPMENT OWNERSHIP:

- a. The Contractor shall remain the sole and exclusive owner of all telephone equipment installed. The inventory and locations are shown in Exhibit A-4.
- b. All cable, wire, patch panels, jacks, interface blocks, and wire management facilities, shall remain as property of the State at the termination of this agreement.
- c. All PCs shall be maintained by the Contractor throughout the contract, but be turned over to the State at the termination of the contract. The State shall receive such including all software and peripherals, as considered inclusive in the system.
- d. The State shall not be held responsible for any damage to equipment.
- e. The Contractor must provide documentation on equipment ownership if other than the primary Contractor (subcontractor) and the terms of the use (if not owned by the Contractor) of such equipment.
- f. All services shall remain in effect from the commencement of the contract to the initiation of a future contract, not to exceed 90 days.
- g. The State shall bear no costs for the removal and transfer of services. All terms of the initial contract other than time duration shall remain in effect.

3.2.10. ADMINISTRATIVE PCs:

The Contractor shall provide administrative PCs where specified within. All such devices shall be industry standard equipment of the configuration currently specified to be fully functional and compatible with the ICP it supports.

3.2.11. COLLECT CALL BILLING:

If permissible by FCC rules and regulations, a flat rate service charge may be billed for all inmate-originated collect calls regardless of time of day and/or day of week.

A separate postalized transport charge may be billed for each of the above types of calls, regardless of the time of day and/or day of week.

These rates must be capped for the duration of the Contract. Billing of calls will not begin until an off-hook, voice acceptance and interactive signal is received from the called party. Call detail must be provided for every outgoing call.

The billing charges per call will be included in the Offeror's evaluation criteria.

3.2.12. DEBIT CALL REQUIREMENTS:

The inmate telephone system shall be capable of interfacing with the Department of Correction's integrated debit application and platform, through the institutional canteen's point of sale system.

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The inmate telephone system shall be used by the offenders to deposit/purchase debit phone time through the institutional canteen's point of sale system.

The inmate telephone system must be capable of performing a daily upload of the offender debit purchases made through the state agency's canteen system via a data file that is processed on a daily basis and the appropriate funds immediately deposited to the individual offender's debit account and immediately available for calling use.

The inmate telephone system must be capable of sending an email confirmation to a distribution list of designated state agency contacts when the daily offender debit canteen purchase/deposits file has been processed and the appropriate funds have successfully been applied to the offenders' debit accounts.

The inmate telephone system must be capable of performing a manual input of funds from a state agency's workstation or institutional canteen to an offender's account in the event that a refund or other credit adjustment is necessary and warranted.

The inmate telephone system must be capable of generating a current account reconciliation report for each offender. The inmate telephone system must be capable of printing the current account reconciliation report for each offender on demand from any workstation connected to the inmate telephone system.

The inmate telephone system must be capable of automatically transferring an offender's debit account and associated available funds, when the offender is transferred from one facility to another.

As a free service provided to all inmates, the inmate telephone system should be capable of providing the offender their current account balance via any inmate telephone within the facility to which they are currently assigned and located.

Contractor's system must be capable of accepting a data interface, using an inmate ID number from 1 to 15 digits in length, for enrollment, PIN number assignment, purchases of time, and other updates to the inmate's account. The Contractor must also agree to work directly with the Commissary vendor to address and resolve any interface problems or errors in a timely manner consistent with other service levels in this document.

Electronic Debit Payment Method: The system shall have the capability for inmate electronic debit calling that is integrated with the State's commissary system. Through this integration, the DOC commissary vendor provides inmate information to the inmate telephone system, including name, inmate ID, and 4-digit PIN that is assigned by the commissary. Inmates will be able to order debit phone time using the standard commissary order form. Refunds will be processed through the commissary, which will transfer any remaining debit funds to the inmate trust account. Proposal should explain in detail how the Offeror will satisfy this requirement.

### 3.2.13. PRE-PAID CALL REQUIREMENTS:

The inmate telephone system must include an integrated application that allows a called party the ability to establish a pre-paid account with the Contractor to receive telephone calls from an offender.

The inmate telephone system must allow a called party to receive and accept a collect call from an inmate following the normal call validation and screening processes in the event that their pre-pay

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account has an insufficient balance and or a pre-pay account has not been established.

The inmate telephone system must be capable of generating and providing a monthly account statement to each called party regarding their pre-paid account that includes the following information:

- Beginning period's account balance;
- Each accepted call (including: date, time, duration and its applicable charge);
- Each purchase and or credit transaction (Date and amount);
- Applicable local, city, state and federal taxes assessed;
- Ending account balance; and
- Toll-free number to contact the contactor's customer service center with questions or inquiries.

The inmate telephone system must be capable of informing the called party of their pre-paid account accumulated 30 day balance, in dollars or minutes, prior to acceptance of each call. The pre-paid account balance should be rounded to the next minute.

Instant Pay to Connect a Single Call: The system shall offer a called party who cannot receive a collect call (due to billing restrictions, cell phone use, etc.) the option to pay for a single call using a credit or debit card. This payment method will allow the collect call that would have otherwise been blocked to be connected immediately, without the need to set up a prepaid or debit account first, and without requiring the inmate to make the call attempt again at a later time.

#### 3.2.14. ON - SITE VISITATION PHONES

Offeror must be capable of providing the Howard R. Young Correctional Institution with 16 pairs of on-site visitation phones.

The on-site inmate visitation phones must:

1. Require the successful entry of a valid personal identification number (PIN, inmate DOC number to be used) to provide positive identification of the inmate seeking access to the system.
2. Be designed for use in correctional facilities and include stain resistant metal casing, metal armored handset cord, moisture resistant keypad and concealed fittings to prevent inmate tampering. Handset cord wire must not be of the type that can cut steel.
3. Provide methods to quickly shut down all visitation phones during an emergency.
4. Record audio and store audio recordings in accordance with the requirements of the Inmate Telephone System.
5. Permit all PIN capabilities in the Inmate Telephone System to be applied to the visitation conversations.

Currently, the visitation phones are set up in two banks of eight booths and the total minutes of use for January 2015 was approximately 99,163.75 minutes.

Proposal should explain in detail how the Offeror will satisfy this requirement.

Proposals should also explain how the Offeror would satisfy future requests in the event the State decides to expand the use of on-site visitation phones to one or more facilities listed herein.

#### 3.2.15. FUTURE OPTIONS:

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3.2.15.1. KIOSK UTILIZATION:

During the life of this contract, the State may implement use of kiosks. The Offeror should list all experience with the utilization and implementation of kiosks in an inmate environment. If the Offeror has no experience with kiosks, it should be stated in the proposal.

Anticipated kiosk features include:

1. Ability to display at least the following information to an inmate regarding the calls they have placed in the last thirty (30) days:
  - Date of calls;
  - Type of calls (i.e. - debit, collect, prepaid);
  - Phone numbers called;
  - Time calls was placed; and
  - Duration of calls.
2. Ability to inform the inmate of the number of minutes they currently have available to use.
3. Provide the inmate the ability to purchase additional call time at the state agency supplied offender kiosks.

3.2.15.2. CONTRABAND CELLPHONE MITIGATION AND DETECTION:

During the life of this contract, the State may implement contraband cellphone mitigation and detection efforts. The Offeror should list all experience with the mitigation and detection of contraband cellphones in an inmate environment. If the Offeror has no experience, it should be stated in the proposal. Offerors must define all costs along with the parties being charged.

Offerors must describe how the proposed solution:

1. Manages cell phone access and detects cell phone usage within inmate facilities.
2. Provides passive and active capabilities to identify multiple bands potentially operating within and surrounding DOC facilities.
3. Is implemented in inmate facilities and include an implementation plan. Plans should include installation of hardware and infrastructure as well as maintenance and warranty agreements. Plans should be detailed with timelines and cost for all components required for the complete system.
4. Provides full situational awareness of all devices "white listed" and "black listed" in inmate facilities. Define white list and black list.
5. Is exited at the end of the contract. Provide an Exit Plan that accommodates the use of a new vendor at expiration of contract.

Contractor shall be responsible for establishing and maintaining all regulatory and legal requirements regarding this solution.

3.2.15.3. VIDEO PHONE/VIDEO VISITATION UTILIZATION

During the life of this contract, the State may implement use of video options. The Offeror should list all experience with the utilization and implementation of video options in an inmate environment.

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If the Offeror has no experience with video options, it should be stated in the proposal. Offerors must define all costs along with the parties being charged.

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3.2.15.4. ELECTRONIC ONE WAY EMAIL

During the life of this contract, the State may implement use of electronic one-way email. The Offeror should list all experience with the utilization and implementation of electronic one-way email in an inmate environment. If the Offeror has no experience with electronic one-way email, it should be stated in the proposal. Offerors must define all costs along with the parties being charged.

3.2.15.5. INMATE PHONE DATA ANALYTICS

During the life of this contract, the State may implement use of inmate phone data analytics. The Offeror should list all experience with the utilization and implementation of inmate phone data analytics in an inmate environment. If the Offeror has no experience with inmate phone data analytics, it should be stated in the proposal. Offerors must define all costs along with the parties being charged.

**3.3. PUBLIC COIN TELEPHONE SERVICE:**

3.3.1. INTRODUCTION:

The contract awarded under this RFP shall also be for the provision of all public telephones located on property owned or controlled by the State. This includes coin-operated and Charge-a-Call telephones. Contractor shall provide local, intra LATA and inter LATA transport. At present, service for **42** telephones is required.

3.3.2. AVAILABILITY:

- a. The Contractor must provide 800 and 8XX NPA and emergency 911 access from all telephones. Emergency 911 calls shall not require payment deposit or incur any costs to the caller.
- b. The State may restrict incoming calls on a per-station basis at its discretion.
- c. The Contractor must allow origination of third-party billing and collect calls.
- d. The Contractor must accept the usage of debit and calling cards.
- e. The Contractor must provide a one-for-one replacement for all public pay telephones noted in Exhibit A-4. The State will determine the necessity for public pay telephones to be installed in State locations. All installations shall be at the discretion of the State and shall be coordinated by the State.
- f. For management purposes, the State's telephones may be grouped into BTNs. Grouping selections shall be made by the State.

3.3.3. TELEPHONE STATION TYPES:

- a. Public telephone stations are currently made up of several types, including environmentally protected stations, indoor stations, coin and charge card stations (See Exhibit A-5). The Contractor must provide new or refurbished, like-new equipment of similar type designed for similar applications.
- b. Each designated location, at a minimum, must be provided with one coin operated telephone. All installations must be approved and coordinated with the State.

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**3.4. COMMISSION STRUCTURE**

- 3.4.1. The commission to the State shall be in the form of a straight percentage of all originating, billable revenue.
- 3.4.2. Inmate commissions shall comply with Federal Communications Committee (FCC) requirements.
- 3.4.3. Commission must be applied to all charges from all telephones on each system. Revenue not collected will not reduce the commission amount.
- 3.4.4. Commission plans restricted to minimum thresholds are unacceptable.
- 3.4.5. Contractor will submit a commission check to the address designated by the State, on a monthly basis. The check shall be submitted no later than fifteen days after the end of the billing period. Each commission check submission will include a report listing the following information:
- Correctional facility or Location Address in the case of Public Pay Stations
  - Telephone line number
  - Minutes of usage
  - Total charges for each line number
  - Commission amount for each line number

**3.5. FEDERAL COMMUNICATIONS COMMISSION (FCC)**

Contractor must comply with the rules and regulations as dictated by the FCC throughout the term of the contract. Changes mandated by the FCC shall be incorporated in the contract via written amendments signed by both parties.

**3.6. FEDERAL PRISON RAPE ELIMINATION ACT OF 2003**

In accordance with the Federal Prison Rape Elimination Act of 2003, and Delaware Department of Correction Policy Number 8.60 "Prison Rape Elimination Act", the Contractor agrees to report allegations of sexual misconduct promptly, fully cooperate with investigation inquiries and participate in training as directed by the Department of Correction, Employee Development Center, within thirty (30) days of entering into contract. Contractor, contractor staff (including volunteers and subcontractors) agree to abide by Department of Correction Policy 8.60. The Contractor acknowledges that all allegations of staff sexual misconduct and/or harassment will be investigated and, if substantiated, will result in discipline up to and including termination. In addition, all substantiated cases will be referred to the Delaware Department of Justice for prosecution. Failure to report such misconduct, delays in reporting, or material omissions shall be grounds for termination. If the Department policy is modified, the Contractor will be notified and shall comply. See Appendix D – State of Delaware, Department of Correction Policy Number 8.60 "Prison Rape Elimination Act."

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**EXHIBIT A-1**

**INMATE SERVICES SAMPLE MONTHLY USAGE (GTL)**

#Calls	Nov-14	Oct-14	Sep-14	Aug-14	Jul-14	Jun-14	May-14	Apr-14	Mar-14	Feb-14	Jan-14	Dec-13
Advance Pay Interstate Interlata	7,352	6,640	6,786	6,375	5,089	5,000	5,012	4,235	3,544	2,690	1,634	1,760
Advance Pay Interstate Intralata	2,482	2,473	2,274	2,107	1,730	1,608	1,850	1,414	1,076	648	409	434
Advance Pay Intrastate Intralata	20,277	19,205	18,399	18,959	17,649	19,047	18,686	18,840	17,942	19,676	18,832	19,524
Advance Pay Local	100,456	96,076	101,130	98,565	91,912	99,261	102,201	86,763	76,812	80,385	74,750	74,712
Advance Pay Non-US Caribbeans	0	2										
Advance Pay US Territories	91	17	18	14	24	19	11			1	2	3
Collect Interstate Interlata	269	194	205	218	186	223	160	159	169	175	133	178
Collect Interstate Intralata	25	49	39	51	33	54	36	35	17	33	39	26
Collect Intrastate Intralata	746	724	744	793	799	810	871	903	719	898	1,005	1,176
Collect Local	1,929	1,947	1,914	2,009	1,970	2,114	2,363	2,123	1,874	2,480	2,449	2,651
Collect US Territories	0	0	0	0	0	1	11	2			0	1
Debit Interstate Interlata	206	127	55	0	0	0	11	458	540	290	182	204
Debit Interstate Intralata	80	45	38	1	0	0	3	422	617	320	91	127
Debit Intrastate Intralata	104	46	53	11	0	0	3	880	1,336	1,245	1,099	1,126
Debit Local	2,178	1,480	898	20	0	0	227	21,323	29,687	31,160	28,999	29,222
Debit Non-US Caribbeans								1		1	0	0
Debit US Territories	0	0	0	0	0	0	0	15	17	20	2	3
<b>Total</b>	<b>136,195</b>	<b>129,025</b>	<b>132,553</b>	<b>129,123</b>	<b>119,392</b>	<b>128,137</b>	<b>131,445</b>	<b>137,573</b>	<b>134,350</b>	<b>140,022</b>	<b>129,626</b>	<b>131,147</b>

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**EXHIBIT A-1 (continued)**

**INMATE SERVICES SAMPLE MONTHLY USAGE (GTL)**

# Minutes	Nov-14	Oct-14	Sep-14	Aug-14	Jul-14	Jun-14	May-14	Apr-14	Mar-14	Feb-14	Jan-14	Dec-13
Advance Pay Interstate Interlata	79,552	71,514	72,973	69,897	54,067	53,393	54,132	46,042	37,613	27,333	15,046	16,586
Advance Pay Interstate Intralata	26,661	27,594	25,269	22,994	18,709	17,600	21,257	15,480	12,375	7,038	3,810	4,176
Advance Pay Intrastate Intralata	236,782	221,260	210,662	219,201	203,286	218,615	214,807	218,290	207,117	226,040	217,515	221,030
Advance Pay Local	1,316,745	1,272,452	1,339,337	1,300,047	1,206,310	1,305,270	1,342,274	1,132,682	1,002,118	1,045,067	973,861	964,651
Advance Pay Non-US Caribbeans	0	22	0	0	0	0	0	0	0	0	0	0
Advance Pay US Territories	988	192	211	136	267	225	134	0	0	1	23	22
Collect Interstate Interlata	2,760	2,281	2,162	2,202	1,892	2,215	1,576	1,752	1,847	1,675	1,268	1,679
Collect Interstate Intralata	201	508	286	576	305	541	412	433	282	416	428	350
Collect Intrastate Intralata	8,166	7,722	7,998	8,530	8,547	8,223	9,069	9,671	7,584	9,239	10,376	11,861
Collect Local	20,515	21,220	20,820	21,773	22,725	23,288	25,286	23,018	20,535	26,659	26,670	29,010
Collect US Territories	0	0	0	0	0	15	135	11	0	0	0	5
Debit Interstate Interlata	2,087	1,511	644	0	0	0	122	4,168	4,885	2,599	1,481	1,795
Debit Interstate Intralata	847	535	481	3	0	0	25	4,416	6,565	3,371	691	984
Debit Intrastate Intralata	1,103	607	619	84	0	0	11	10,852	16,536	15,371	13,342	13,698
Debit Local	28,818	19,927	12,016	211	0	0	3,027	289,028	402,687	424,556	395,264	393,329
Debit Non-US Caribbeans	0	0	0	0	0	0	0	11	0	10	0	0
Debit US Territories	0	0	0	0	0	0	0	145	223	211	4	7
<b>Total</b>	<b>1,725,225</b>	<b>1,647,345</b>	<b>1,693,478</b>	<b>1,645,654</b>	<b>1,516,108</b>	<b>1,629,385</b>	<b>1,672,267</b>	<b>1,755,999</b>	<b>1,720,367</b>	<b>1,789,586</b>	<b>1,659,779</b>	<b>1,659,183</b>

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**Exhibit A-2**

**12 Month Average Inmate Usage**

**Inmate**

<b>Description</b>	<b>Average # Calls</b>	<b>Average # Minutes</b>
Advance Pay Interstate Interlata	4,676	49,846
Advance Pay Interstate Intralata	1,542	16,914
Advance Pay Intrastate Intralata	18,920	217,884
Advance Pay Local	90,252	1,183,401
Advance Pay Non-US Caribbeans	1	2
Advance Pay US Territories	20	183
Collect Interstate Interlata	189	1,942
Collect Interstate Intralata	36	395
Collect Intrastate Intralata	849	8,916
Collect Local	2,152	23,460
Collect US Territories	2	14
Debit Interstate Interlata	173	1,608
Debit Interstate Intralata	145	1,493
Debit Intrastate Intralata	492	6,019
Debit Local	12,100	164,072
Debit Non-US Caribbeans	1	2
Debit US Territories	5	49

**2014 Annual Public Payphone #Calls and Minutes of Use**

<b>Description</b>	<b># Calls</b>	<b># Minutes</b>
Local	3,944	26,057
Interstate	1,542	1,103
Totals	4,220	27,160

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**Exhibit A-3**

WALL MOUNTED INSTRUMENT SIGNAGE SAMPLE  
ALL SIGNAGE MUST BE PROVIDED IN ENGLISH and SPANISH

Calls are to be completed in the following manner.

Prior to calling, numbers called must be approved and on **your** PIN Sheet.

After permission to make the call is obtained.

- a. Remove receiver
- b. At prompting enter your PIN number
- c. At prompting enter the number your wish to call
- d. At prompting state your name.
- e. Wait for the party you called to accept your call.
- f. Hang up at the end of your call, or when instructed to terminate.

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**Exhibit A-4**

ADDRESS	APPROX. # RESIDENTS	EXISTING/MINIMUM REQUIRED NUMBER of INMATE TELEPHONES	ADMIN TERMINALS REQUIRED	TYPE OF INMATE PHONE SETS
Department of Correction Internal Affairs Unit (IAU) Green Farmhouse School Brick Road Smyrna, DE 19977	0	0	1	None
Department of Correction Admin/Emergency Operations Center (EOC) 245 McKee Rd Dover, DE 19904	0	0	1	None
Central VOP Center 875 Smyrna Landing Rd Smyrna, DE 19977	100	18	1	Inmate
Delores Baylor Women's Correctional Institution (BWCI) 660 Baylor Road New Castle, DE 19720	400	41	2	Inmate
James T. Vaughn Correctional Center (JTVCC) 1181 Paddock Road Smyrna, DE 19977	2600	86	2	Inmate
Howard R. Young Correctional Institution (HRYCI) 1301 East 12th Street Wilmington, DE 19801	1700	132	3	Inmate
Sussex Correctional Institution (SCI) Rt. 113 P O Box 500 Georgetown, DE 19947	1200	113	2	Inmate
Sussex VOP Center (SVOP) 23207 DuPont Blvd. Georgetown, DE 19947	250	38	1	Inmate
Webb Correctional Facility (WCF) 200 Greenbank Road Wilmington, DE 19808	100	10	1	Inmate
Morris Community Correctional Center (MCCC) 300 Water Street Dover, DE 19904	250	30	1	Inmate
Plummer Community Correctional Center (PCCC) 38 Todds Lane Wilmington, DE 19802	250	11	1	Inmate

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ADDRESS	APPROX. # RESIDENTS	EXISTING/MINIMUM REQUIRED NUMBER of INMATE TELEPHONES	ADMIN TERMINALS REQUIRED	TYPE OF INMATE PHONE SETS
Hazel D. Plant Women's Treatment Facility (HDP) 620 Baylor Boulevard New Castle, DE 19720	100	6	1	Inmate
Jane E. Mitchell Bldg. 300 Debnam Drive New Castle, DE 19720	42	4	0	Inmate
Sussex Work Release Center (SWRC) 23207 DuPont Blvd. Georgetown, DE 19947	250	7	1	Inmate
NCC Detention Center (DSCYF site) 963 Centre Road Bldg. 12 Wilmington, DE 19805	80	15	1	Inmate
Ferris School (DSCYF site) 959 Centre Rd. Wilmington, DE 19805	110	20	1	Inmate
Stevenson House (DSCYF site) PO Box 278, Rt. 113 Milford, DE 19963	50	12	1	Inmate
<b>NEW TOTALS</b>	<b>7410</b>	<b>543</b>	<b>21</b>	

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**INMATE PHONE INVENTORY**

Site	Psuedo ANI
DE_DOC-Central VOP Center	3026530001
DE_DOC-Central VOP Center	3026530002
DE_DOC-Central VOP Center	3026530003
DE_DOC-Central VOP Center	3026530004
DE_DOC-Central VOP Center	3026530005
DE_DOC-Central VOP Center	3026530006
DE_DOC-Central VOP Center	3026530007
DE_DOC-Central VOP Center	3026530008
DE_DOC-Central VOP Center	3026530009
DE_DOC-Central VOP Center	3026530010
DE_DOC-Central VOP Center	3026530011
DE_DOC-Central VOP Center	3026530012
DE_DOC-Central VOP Center	3026530013
DE_DOC-Central VOP Center	3026530014
DE_DOC-Central VOP Center	3026530015
DE_DOC-Central VOP Center	3026530016
DE_DOC-Central VOP Center	3026530017
DE_DOC-Central VOP Center	3026530018

18 Phones

Site	Psuedo ANI
DE_DOC-Delores Baylor Women Correctional	3026520001
DE_DOC-Delores Baylor Women Correctional	3026520002
DE_DOC-Delores Baylor Women Correctional	3026520003
DE_DOC-Delores Baylor Women Correctional	3026520004
DE_DOC-Delores Baylor Women Correctional	3026520005
DE_DOC-Delores Baylor Women Correctional	3026520006
DE_DOC-Delores Baylor Women Correctional	3026520007
DE_DOC-Delores Baylor Women Correctional	3026520008
DE_DOC-Delores Baylor Women Correctional	3026520009
DE_DOC-Delores Baylor Women Correctional	3026520010
DE_DOC-Delores Baylor Women Correctional	3026520011
DE_DOC-Delores Baylor Women Correctional	3026520012
DE_DOC-Delores Baylor Women Correctional	3026520013
DE_DOC-Delores Baylor Women Correctional	3026520014
DE_DOC-Delores Baylor Women Correctional	3026520015
DE_DOC-Delores Baylor Women Correctional	3026520016
DE_DOC-Delores Baylor Women Correctional	3026520017
DE_DOC-Delores Baylor Women Correctional	3026520018

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DE_DOC-Delores Baylor Women Correctional	3026520019
DE_DOC-Delores Baylor Women Correctional	3026520020
DE_DOC-Delores Baylor Women Correctional	3026520021
DE_DOC-Delores Baylor Women Correctional	3026520022
DE_DOC-Delores Baylor Women Correctional	3026520023
DE_DOC-Delores Baylor Women Correctional	3026520024
DE_DOC-Delores Baylor Women Correctional	3026520025
DE_DOC-Delores Baylor Women Correctional	3026520026
DE_DOC-Delores Baylor Women Correctional	3026520027
DE_DOC-Delores Baylor Women Correctional	3026520028
DE_DOC-Delores Baylor Women Correctional	3026520029
DE_DOC-Delores Baylor Women Correctional	3026520030
DE_DOC-Delores Baylor Women Correctional	3026520031
DE_DOC-Delores Baylor Women Correctional	3026520032
DE_DOC-Delores Baylor Women Correctional	3026520033
DE_DOC-Delores Baylor Women Correctional	3026520034
DE_DOC-Delores Baylor Women Correctional	3026520035
DE_DOC-Delores Baylor Women Correctional	3026520036
DE_DOC-Delores Baylor Women Correctional	3026520037
DE_DOC-Delores Baylor Women Correctional	3026520038
DE_DOC-Delores Baylor Women Correctional	3026520039
DE_DOC-Delores Baylor Women Correctional	3026520040
DE_DOC-Delores Baylor Women Correctional	3026520041

41 Phones

Site	Psuedo ANI
DE_DOC-Hazel D Plant Women's Treatment	3026550001
DE_DOC-Hazel D Plant Women's Treatment	3026550002
DE_DOC-Hazel D Plant Women's Treatment	3026550003
DE_DOC-Hazel D Plant Women's Treatment	3026550004
DE_DOC-Hazel D Plant Women's Treatment	3026550005
DE_DOC-Hazel D Plant Women's Treatment	3026550006

6 Phones

Site	Psuedo ANI
DE_DOC-Ferris School Youth Site	3029960024
DE_DOC-Ferris School Youth Site	3029960025
DE_DOC-Ferris School Youth Site	3029960026
DE_DOC-Ferris School Youth Site	3029960027
DE_DOC-Ferris School Youth Site	3029960028
DE_DOC-Ferris School Youth Site	3029960029
DE_DOC-Ferris School Youth Site	3029960030

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DE_DOC-Ferris School Youth Site	3029960031
DE_DOC-Ferris School Youth Site	3029960032
DE_DOC-Ferris School Youth Site	3029960033
DE_DOC-Ferris School Youth Site	3029960034
DE_DOC-Ferris School Youth Site	3029960035
DE_DOC-Ferris School Youth Site	3029960036
DE_DOC-Ferris School Youth Site	3029960037
DE_DOC-Ferris School Youth Site	3029960038
DE_DOC-Ferris School Youth Site	3029960039
DE_DOC-Ferris School Youth Site	3029960040
DE_DOC-Ferris School Youth Site	3029960041
DE_DOC-Ferris School Youth Site	3029960042
DE_DOC-Ferris School Youth Site	3029960043

20 Phones

Site	Psuedo ANI
DE_DOC-Howard R Young Correctional	3026560001
DE_DOC-Howard R Young Correctional	3026560002
DE_DOC-Howard R Young Correctional	3026560003
DE_DOC-Howard R Young Correctional	3026560004
DE_DOC-Howard R Young Correctional	3026560005
DE_DOC-Howard R Young Correctional	3026560006
DE_DOC-Howard R Young Correctional	3026560007
DE_DOC-Howard R Young Correctional	3026560008
DE_DOC-Howard R Young Correctional	3026560009
DE_DOC-Howard R Young Correctional	3026560010
DE_DOC-Howard R Young Correctional	3026560011
DE_DOC-Howard R Young Correctional	3026560012
DE_DOC-Howard R Young Correctional	3026560013
DE_DOC-Howard R Young Correctional	3026560014
DE_DOC-Howard R Young Correctional	3026560015
DE_DOC-Howard R Young Correctional	3026560016
DE_DOC-Howard R Young Correctional	3026560017
DE_DOC-Howard R Young Correctional	3026560018
DE_DOC-Howard R Young Correctional	3026560019
DE_DOC-Howard R Young Correctional	3026560020
DE_DOC-Howard R Young Correctional	3026560021
DE_DOC-Howard R Young Correctional	3026560022
DE_DOC-Howard R Young Correctional	3026560023
DE_DOC-Howard R Young Correctional	3026560024
DE_DOC-Howard R Young Correctional	3026560025
DE_DOC-Howard R Young Correctional	3026560026

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DE_DOC-Howard R Young Correctional	3026560027
DE_DOC-Howard R Young Correctional	3026560028
DE_DOC-Howard R Young Correctional	3026560029
DE_DOC-Howard R Young Correctional	3026560030
DE_DOC-Howard R Young Correctional	3026560031
DE_DOC-Howard R Young Correctional	3026560032
DE_DOC-Howard R Young Correctional	3026560033
DE_DOC-Howard R Young Correctional	3026560034
DE_DOC-Howard R Young Correctional	3026560035
DE_DOC-Howard R Young Correctional	3026560036
DE_DOC-Howard R Young Correctional	3026560037
DE_DOC-Howard R Young Correctional	3026560038
DE_DOC-Howard R Young Correctional	3026560039
DE_DOC-Howard R Young Correctional	3026560040
DE_DOC-Howard R Young Correctional	3026560041
DE_DOC-Howard R Young Correctional	3026560042
DE_DOC-Howard R Young Correctional	3026560043
DE_DOC-Howard R Young Correctional	3026560044
DE_DOC-Howard R Young Correctional	3026560045
DE_DOC-Howard R Young Correctional	3026560046
DE_DOC-Howard R Young Correctional	3026560047
DE_DOC-Howard R Young Correctional	3026560048
DE_DOC-Howard R Young Correctional	3026560049
DE_DOC-Howard R Young Correctional	3026560050
DE_DOC-Howard R Young Correctional	3026560051
DE_DOC-Howard R Young Correctional	3026560052
DE_DOC-Howard R Young Correctional	3026560053
DE_DOC-Howard R Young Correctional	3026560054
DE_DOC-Howard R Young Correctional	3026560055
DE_DOC-Howard R Young Correctional	3026560056
DE_DOC-Howard R Young Correctional	3026560057
DE_DOC-Howard R Young Correctional	3026560058
DE_DOC-Howard R Young Correctional	3026560059
DE_DOC-Howard R Young Correctional	3026560060
DE_DOC-Howard R Young Correctional	3026560061
DE_DOC-Howard R Young Correctional	3026560062
DE_DOC-Howard R Young Correctional	3026560063
DE_DOC-Howard R Young Correctional	3026560064
DE_DOC-Howard R Young Correctional	3026560065
DE_DOC-Howard R Young Correctional	3026560066
DE_DOC-Howard R Young Correctional	3026560067
DE_DOC-Howard R Young Correctional	3026560068

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DE_DOC-Howard R Young Correctional	3026560069
DE_DOC-Howard R Young Correctional	3026560070
DE_DOC-Howard R Young Correctional	3026560071
DE_DOC-Howard R Young Correctional	3026560072
DE_DOC-Howard R Young Correctional	3026560073
DE_DOC-Howard R Young Correctional	3026560074
DE_DOC-Howard R Young Correctional	3026560075
DE_DOC-Howard R Young Correctional	3026560076
DE_DOC-Howard R Young Correctional	3026560077
DE_DOC-Howard R Young Correctional	3026560078
DE_DOC-Howard R Young Correctional	3026560079
DE_DOC-Howard R Young Correctional	3026560080
DE_DOC-Howard R Young Correctional	3026560081
DE_DOC-Howard R Young Correctional	3026560082
DE_DOC-Howard R Young Correctional	3026560083
DE_DOC-Howard R Young Correctional	3026560084
DE_DOC-Howard R Young Correctional	3026560085
DE_DOC-Howard R Young Correctional	3026560086
DE_DOC-Howard R Young Correctional	3026560087
DE_DOC-Howard R Young Correctional	3026560088
DE_DOC-Howard R Young Correctional	3026560089
DE_DOC-Howard R Young Correctional	3026560090
DE_DOC-Howard R Young Correctional	3026560091
DE_DOC-Howard R Young Correctional	3026560092
DE_DOC-Howard R Young Correctional	3026560093
DE_DOC-Howard R Young Correctional	3026560094
DE_DOC-Howard R Young Correctional	3026560095
DE_DOC-Howard R Young Correctional	3026560096
DE_DOC-Howard R Young Correctional	3026560097
DE_DOC-Howard R Young Correctional	3026560098
DE_DOC-Howard R Young Correctional	3026560099
DE_DOC-Howard R Young Correctional	3026560100
DE_DOC-Howard R Young Correctional	3026560101
DE_DOC-Howard R Young Correctional	3026560102
DE_DOC-Howard R Young Correctional	3026560103
DE_DOC-Howard R Young Correctional	3026560104
DE_DOC-Howard R Young Correctional	3026560105
DE_DOC-Howard R Young Correctional	3026560106
DE_DOC-Howard R Young Correctional	3026560107
DE_DOC-Howard R Young Correctional	3026560108
DE_DOC-Howard R Young Correctional	3026560109
DE_DOC-Howard R Young Correctional	3026560110

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DE_DOC-Howard R Young Correctional	3026560111
DE_DOC-Howard R Young Correctional	3026560112
DE_DOC-Howard R Young Correctional	3026560113
DE_DOC-Howard R Young Correctional	3026560114
DE_DOC-Howard R Young Correctional	3026560115
DE_DOC-Howard R Young Correctional	3026560116
DE_DOC-Howard R Young Correctional	3026560117
DE_DOC-Howard R Young Correctional	3026560118
DE_DOC-Howard R Young Correctional	3026560119
DE_DOC-Howard R Young Correctional	3026560120
DE_DOC-Howard R Young Correctional	3026560121
DE_DOC-Howard R Young Correctional	3026560122
DE_DOC-Howard R Young Correctional	3026560123
DE_DOC-Howard R Young Correctional	3026560124
DE_DOC-Howard R Young Correctional	3026560125
DE_DOC-Howard R Young Correctional	3026560126
DE_DOC-Howard R Young Correctional	3026560127
DE_DOC-Howard R Young Correctional	3026560128
DE_DOC-Howard R Young Correctional	3026560129
DE_DOC-Howard R Young Correctional	3026560130
DE_DOC-Howard R Young Correctional	3026560131
DE_DOC-Howard R Young Correctional	3026560132

132 Phones

Site	Psuedo ANI
DE_DOC-James Vaughn Correctional Center	3026590001
DE_DOC-James Vaughn Correctional Center	3026590002
DE_DOC-James Vaughn Correctional Center	3026590003
DE_DOC-James Vaughn Correctional Center	3026590004
DE_DOC-James Vaughn Correctional Center	3026590005
DE_DOC-James Vaughn Correctional Center	3026590006
DE_DOC-James Vaughn Correctional Center	3026590007
DE_DOC-James Vaughn Correctional Center	3026590008
DE_DOC-James Vaughn Correctional Center	3026590009
DE_DOC-James Vaughn Correctional Center	3026590010
DE_DOC-James Vaughn Correctional Center	3026590011
DE_DOC-James Vaughn Correctional Center	3026590012
DE_DOC-James Vaughn Correctional Center	3026590013
DE_DOC-James Vaughn Correctional Center	3026590014
DE_DOC-James Vaughn Correctional Center	3026590015
DE_DOC-James Vaughn Correctional Center	3026590016
DE_DOC-James Vaughn Correctional Center	3026590017

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DE_DOC-James Vaughn Correctional Center	3026590018
DE_DOC-James Vaughn Correctional Center	3026590019
DE_DOC-James Vaughn Correctional Center	3026590020
DE_DOC-James Vaughn Correctional Center	3026590021
DE_DOC-James Vaughn Correctional Center	3026590022
DE_DOC-James Vaughn Correctional Center	3026590023
DE_DOC-James Vaughn Correctional Center	3026590024
DE_DOC-James Vaughn Correctional Center	3026590025
DE_DOC-James Vaughn Correctional Center	3026590026
DE_DOC-James Vaughn Correctional Center	3026590027
DE_DOC-James Vaughn Correctional Center	3026590028
DE_DOC-James Vaughn Correctional Center	3026590029
DE_DOC-James Vaughn Correctional Center	3026590030
DE_DOC-James Vaughn Correctional Center	3026590031
DE_DOC-James Vaughn Correctional Center	3026590032
DE_DOC-James Vaughn Correctional Center	3026590033
DE_DOC-James Vaughn Correctional Center	3026590034
DE_DOC-James Vaughn Correctional Center	3026590035
DE_DOC-James Vaughn Correctional Center	3026590036
DE_DOC-James Vaughn Correctional Center	3026590037
DE_DOC-James Vaughn Correctional Center	3026590038
DE_DOC-James Vaughn Correctional Center	3026590039
DE_DOC-James Vaughn Correctional Center	3026590040
DE_DOC-James Vaughn Correctional Center	3026590041
DE_DOC-James Vaughn Correctional Center	3026590042
DE_DOC-James Vaughn Correctional Center	3026590043
DE_DOC-James Vaughn Correctional Center	3026590044
DE_DOC-James Vaughn Correctional Center	3026590045
DE_DOC-James Vaughn Correctional Center	3026590046
DE_DOC-James Vaughn Correctional Center	3026590047
DE_DOC-James Vaughn Correctional Center	3026590048
DE_DOC-James Vaughn Correctional Center	3026590049
DE_DOC-James Vaughn Correctional Center	3026590050
DE_DOC-James Vaughn Correctional Center	3026590051
DE_DOC-James Vaughn Correctional Center	3026590052
DE_DOC-James Vaughn Correctional Center	3026590053
DE_DOC-James Vaughn Correctional Center	3026590054
DE_DOC-James Vaughn Correctional Center	3026590055
DE_DOC-James Vaughn Correctional Center	3026590056
DE_DOC-James Vaughn Correctional Center	3026590057
DE_DOC-James Vaughn Correctional Center	3026590058
DE_DOC-James Vaughn Correctional Center	3026590059

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DE_DOC-James Vaughn Correctional Center	3026590060
DE_DOC-James Vaughn Correctional Center	3026590061
DE_DOC-James Vaughn Correctional Center	3026590062
DE_DOC-James Vaughn Correctional Center	3026590063
DE_DOC-James Vaughn Correctional Center	3026590064
DE_DOC-James Vaughn Correctional Center	3026590065
DE_DOC-James Vaughn Correctional Center	3026590066
DE_DOC-James Vaughn Correctional Center	3026590067
DE_DOC-James Vaughn Correctional Center	3026590068
DE_DOC-James Vaughn Correctional Center	3026590069
DE_DOC-James Vaughn Correctional Center	3026590070
DE_DOC-James Vaughn Correctional Center	3026590071
DE_DOC-James Vaughn Correctional Center	3026590072
DE_DOC-James Vaughn Correctional Center	3026590073
DE_DOC-James Vaughn Correctional Center	3026590074
DE_DOC-James Vaughn Correctional Center	3026590075
DE_DOC-James Vaughn Correctional Center	3026590076
DE_DOC-James Vaughn Correctional Center	3026590077
DE_DOC-James Vaughn Correctional Center	3026590078
DE_DOC-James Vaughn Correctional Center	3026590079
DE_DOC-James Vaughn Correctional Center	3026590080
DE_DOC-James Vaughn Correctional Center	3026590081
DE_DOC-James Vaughn Correctional Center	3026590082
DE_DOC-James Vaughn Correctional Center	3026590083
DE_DOC-James Vaughn Correctional Center	3026590084
DE_DOC-James Vaughn Correctional Center	3026590085
DE_DOC-James Vaughn Correctional Center	3026590086

86 Phones

Site	Psuedo ANI
DE_DOC-Morris Community Correctional	3026720001
DE_DOC-Morris Community Correctional	3026720002
DE_DOC-Morris Community Correctional	3026720003
DE_DOC-Morris Community Correctional	3026720004
DE_DOC-Morris Community Correctional	3026720005
DE_DOC-Morris Community Correctional	3026720006
DE_DOC-Morris Community Correctional	3026720007
DE_DOC-Morris Community Correctional	3026720008
DE_DOC-Morris Community Correctional	3026720009
DE_DOC-Morris Community Correctional	3026720010
DE_DOC-Morris Community Correctional	3026720011
DE_DOC-Morris Community Correctional	3026720012

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DE_DOC-Morris Community Correctional	3026720013
DE_DOC-Morris Community Correctional	3026720014
DE_DOC-Morris Community Correctional	3026720015
DE_DOC-Morris Community Correctional	3026720016
DE_DOC-Morris Community Correctional	3026720017
DE_DOC-Morris Community Correctional	3026720018
DE_DOC-Morris Community Correctional	3026720019
DE_DOC-Morris Community Correctional	3026720020
DE_DOC-Morris Community Correctional	3026720021
DE_DOC-Morris Community Correctional	3026720022
DE_DOC-Morris Community Correctional	3026720023
DE_DOC-Morris Community Correctional	3026720024
DE_DOC-Morris Community Correctional	3026720025
DE_DOC-Morris Community Correctional	3026720026
DE_DOC-Morris Community Correctional	3026720027
DE_DOC-Morris Community Correctional	3026720028
DE_DOC-Morris Community Correctional	3026720029
DE_DOC-Morris Community Correctional	3026720030

30 Phones

Site	Psuedo ANI
DE_DOC-NCC Detention Center	3029980001
DE_DOC-NCC Detention Center	3029980002
DE_DOC-NCC Detention Center	3029980003
DE_DOC-NCC Detention Center	3029980004
DE_DOC-NCC Detention Center	3029980005
DE_DOC-NCC Detention Center	3029980006
DE_DOC-NCC Detention Center	3029980007
DE_DOC-NCC Detention Center	3029980008
DE_DOC-NCC Detention Center	3029980009
DE_DOC-NCC Detention Center	3029980010
DE_DOC-NCC Detention Center	3029980011
DE_DOC-NCC Detention Center	3029980012
DE_DOC-NCC Detention Center	3029980013
DE_DOC-NCC Detention Center	3029980014
DE_DOC-NCC Detention Center	3029980015

15 Phones

Site	Psuedo ANI
DE_DOC-Plummer Community Correctional	3027620001
DE_DOC-Plummer Community Correctional	3027620002
DE_DOC-Plummer Community Correctional	3027620003

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DE_DOC-Plummer Community Correctional	3027620004
DE_DOC-Plummer Community Correctional	3027620005
DE_DOC-Plummer Community Correctional	3027620006
DE_DOC-Plummer Community Correctional	3027620007
DE_DOC-Plummer Community Correctional	3027620008
DE_DOC-Plummer Community Correctional	3027620009
DE_DOC-Plummer Community Correctional	3027620010
DE_DOC-Plummer Community Correctional	3027620011

11 Phones

Site	Psuedo ANI
DE_DOC-Stevenson House Youth Site	3024220001
DE_DOC-Stevenson House Youth Site	3024220002
DE_DOC-Stevenson House Youth Site	3024220003
DE_DOC-Stevenson House Youth Site	3024220004
DE_DOC-Stevenson House Youth Site	3024220005
DE_DOC-Stevenson House Youth Site	3024220006
DE_DOC-Stevenson House Youth Site	3024220007
DE_DOC-Stevenson House Youth Site	3024220008
DE_DOC-Stevenson House Youth Site	3024220009
DE_DOC-Stevenson House Youth Site	3024220010
DE_DOC-Stevenson House Youth Site	3024220011
DE_DOC-Stevenson House Youth Site	3024220012

12 Phones

Site	Psuedo ANI
DE_DOC-Sussex Correctional Institution	3028551013
DE_DOC-Sussex Correctional Institution	3028551057
DE_DOC-Sussex Correctional Institution	3028560001
DE_DOC-Sussex Correctional Institution	3028560002
DE_DOC-Sussex Correctional Institution	3028560003
DE_DOC-Sussex Correctional Institution	3028560004
DE_DOC-Sussex Correctional Institution	3028560005
DE_DOC-Sussex Correctional Institution	3028560006
DE_DOC-Sussex Correctional Institution	3028560007
DE_DOC-Sussex Correctional Institution	3028560008
DE_DOC-Sussex Correctional Institution	3028560009
DE_DOC-Sussex Correctional Institution	3028560010
DE_DOC-Sussex Correctional Institution	3028560011
DE_DOC-Sussex Correctional Institution	3028560012
DE_DOC-Sussex Correctional Institution	3028560013
DE_DOC-Sussex Correctional Institution	3028560014

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DE_DOC-Sussex Correctional Institution	3028560015
DE_DOC-Sussex Correctional Institution	3028560016
DE_DOC-Sussex Correctional Institution	3028560017
DE_DOC-Sussex Correctional Institution	3028560018
DE_DOC-Sussex Correctional Institution	3028560019
DE_DOC-Sussex Correctional Institution	3028560020
DE_DOC-Sussex Correctional Institution	3028560021
DE_DOC-Sussex Correctional Institution	3028560022
DE_DOC-Sussex Correctional Institution	3028560023
DE_DOC-Sussex Correctional Institution	3028560024
DE_DOC-Sussex Correctional Institution	3028560025
DE_DOC-Sussex Correctional Institution	3028560026
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DE_DOC-Sussex Correctional Institution	3028560050
DE_DOC-Sussex Correctional Institution	3028560051
DE_DOC-Sussex Correctional Institution	3028560052
DE_DOC-Sussex Correctional Institution	3028560053
DE_DOC-Sussex Correctional Institution	3028560054
DE_DOC-Sussex Correctional Institution	3028560055
DE_DOC-Sussex Correctional Institution	3028560056

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DE_DOC-Sussex Correctional Institution	3028560057
DE_DOC-Sussex Correctional Institution	3028560058
DE_DOC-Sussex Correctional Institution	3028560059
DE_DOC-Sussex Correctional Institution	3028560060
DE_DOC-Sussex Correctional Institution	3028560061
DE_DOC-Sussex Correctional Institution	3028560062
DE_DOC-Sussex Correctional Institution	3028560063
DE_DOC-Sussex Correctional Institution	3028560064
DE_DOC-Sussex Correctional Institution	3028560065
DE_DOC-Sussex Correctional Institution	3028560066
DE_DOC-Sussex Correctional Institution	3028560067
DE_DOC-Sussex Correctional Institution	3028560068
DE_DOC-Sussex Correctional Institution	3028560069
DE_DOC-Sussex Correctional Institution	3028560070
DE_DOC-Sussex Correctional Institution	3028560071
DE_DOC-Sussex Correctional Institution	3028560072
DE_DOC-Sussex Correctional Institution	3028560073
DE_DOC-Sussex Correctional Institution	3028560074
DE_DOC-Sussex Correctional Institution	3028560075
DE_DOC-Sussex Correctional Institution	3028560076
DE_DOC-Sussex Correctional Institution	3028560077
DE_DOC-Sussex Correctional Institution	3028560078
DE_DOC-Sussex Correctional Institution	3028560079
DE_DOC-Sussex Correctional Institution	3028560080
DE_DOC-Sussex Correctional Institution	3028560081
DE_DOC-Sussex Correctional Institution	3028560082
DE_DOC-Sussex Correctional Institution	3028560083
DE_DOC-Sussex Correctional Institution	3028560084
DE_DOC-Sussex Correctional Institution	3028560085
DE_DOC-Sussex Correctional Institution	3028560086
DE_DOC-Sussex Correctional Institution	3028560087
DE_DOC-Sussex Correctional Institution	3028560088
DE_DOC-Sussex Correctional Institution	3028560089
DE_DOC-Sussex Correctional Institution	3028560090
DE_DOC-Sussex Correctional Institution	3028560091
DE_DOC-Sussex Correctional Institution	3028560092
DE_DOC-Sussex Correctional Institution	3028560093
DE_DOC-Sussex Correctional Institution	3028560094
DE_DOC-Sussex Correctional Institution	3028560095
DE_DOC-Sussex Correctional Institution	3028560096
DE_DOC-Sussex Correctional Institution	3028560097
DE_DOC-Sussex Correctional Institution	3028560098

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DE_DOC-Sussex Correctional Institution	3028560099
DE_DOC-Sussex Correctional Institution	3028560100
DE_DOC-Sussex Correctional Institution	3028560101
DE_DOC-Sussex Correctional Institution	3028560102
DE_DOC-Sussex Correctional Institution	3028560103
DE_DOC-Sussex Correctional Institution	3028560104
DE_DOC-Sussex Correctional Institution	3028560105
DE_DOC-Sussex Correctional Institution	3028560106
DE_DOC-Sussex Correctional Institution	3028560107
DE_DOC-Sussex Correctional Institution	3028560108
DE_DOC-Sussex Correctional Institution	3028560109
DE_DOC-Sussex Correctional Institution	3028560110
DE_DOC-Sussex Correctional Institution	3028560111

113 Phones

Site	Psuedo ANI
DE_DOC-Sussex Work Release	3028560138
DE_DOC-Sussex Work Release	3028560139
DE_DOC-Sussex Work Release	3028560140
DE_DOC-Sussex Work Release	3028560141
DE_DOC-Sussex Work Release	3028560142
DE_DOC-Sussex Work Release	3028560143
DE_DOC-Sussex Work Release	3028560144

7 Phones

Site	Psuedo ANI
DE_DOC-Sussex VOP Center	3028580001
DE_DOC-Sussex VOP Center	3028580002
DE_DOC-Sussex VOP Center	3028580003
DE_DOC-Sussex VOP Center	3028580004
DE_DOC-Sussex VOP Center	3028580005
DE_DOC-Sussex VOP Center	3028580006
DE_DOC-Sussex VOP Center	3028580007
DE_DOC-Sussex VOP Center	3028580008
DE_DOC-Sussex VOP Center	3028580009
DE_DOC-Sussex VOP Center	3028580010
DE_DOC-Sussex VOP Center	3028580011
DE_DOC-Sussex VOP Center	3028580012
DE_DOC-Sussex VOP Center	3028580013
DE_DOC-Sussex VOP Center	3028580014
DE_DOC-Sussex VOP Center	3028580015
DE_DOC-Sussex VOP Center	3028580016

APPENDIX A  
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 Inmate & Public Coin Telephone Services

DE_DOC-Sussex VOP Center	3028580017
DE_DOC-Sussex VOP Center	3028580018
DE_DOC-Sussex VOP Center	3028580019
DE_DOC-Sussex VOP Center	3028580020
DE_DOC-Sussex VOP Center	3028580021
DE_DOC-Sussex VOP Center	3028580022
DE_DOC-Sussex VOP Center	3028580023
DE_DOC-Sussex VOP Center	3028580024
DE_DOC-Sussex VOP Center	3028580025
DE_DOC-Sussex VOP Center	3028580026
DE_DOC-Sussex VOP Center	3028580027
DE_DOC-Sussex VOP Center	3028580028
DE_DOC-Sussex VOP Center	3028580029
DE_DOC-Sussex VOP Center	3028580030
DE_DOC-Sussex VOP Center	3028580031
DE_DOC-Sussex VOP Center	3028580032
DE_DOC-Sussex VOP Center	3028580033
DE_DOC-Sussex VOP Center	3028580034
DE_DOC-Sussex VOP Center	3028580035
DE_DOC-Sussex VOP Center	3028580036
DE_DOC-Sussex VOP Center	3028580037
DE_DOC-Sussex VOP Center	3028580038

38 Phones

Site	Psuedo ANI
DE_DOC-The Jane E. Mitchell Building	3026540001
DE_DOC-The Jane E. Mitchell Building	3026540002
DE_DOC-The Jane E. Mitchell Building	3026540003
DE_DOC-The Jane E. Mitchell Building	3026540004

4 Phones

Site	Psuedo ANI
DE_DOC-Webb Correctional Facility	3029990001
DE_DOC-Webb Correctional Facility	3029990002
DE_DOC-Webb Correctional Facility	3029990003
DE_DOC-Webb Correctional Facility	3029990004
DE_DOC-Webb Correctional Facility	3029990005
DE_DOC-Webb Correctional Facility	3029990006
DE_DOC-Webb Correctional Facility	3029990007
DE_DOC-Webb Correctional Facility	3029990008
DE_DOC-Webb Correctional Facility	3029990009
DE_DOC-Webb Correctional Facility	3029990010

10 Phones

APPENDIX A  
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 Inmate & Public Coin Telephone Services

**Public Coin Lines - effective 01/2015**

<b>Phone#</b>	<b>Site Location Name &amp; Address</b>	<b>City</b>	<b>Description</b>
302-734-9560	JP COURT #7 480 Banks Lane	Dover	JP COURT #7
302-732-1283	JP COURT#1 9 Main Street	Frankford	JP COURT #1
302-855-5720	SUSSEX CORRECTIONAL INSTITUTE Route 113	Georgetown	SUSSEX CORRECTIONAL INSTITUTE-OUTSIDE PHONE
302-855-9378	JP COURT #3 23730 Shortley Road	Georgetown	JP COURT #3
302-854-6801	SUSSEX CORRECTIONAL INSTITUTE Route 113	Georgetown	SUSSEX CORRECTIONAL INSTITUTE-ADMIN BLDG 1,PUBLIC LOBBY
302-422-3412	JP COURT 35 Cams Fortune Way	Harrington	JP COURT #6
302-875-9802	STATE PARK AHN 10 Road 449	Laurel	TRAP POND- CAMPGROUND/BATHHOUSE/LEFT PHONE
302-645-6035	CAPE HENLOPEN STATE PARK 42 Cape Henlopen Dr	Lewes	CAPE HENLOPEN STATE PARK- MAIN ROAD-MIDDLE PHONE
302-645-6036	CAPE HENLOPEN STATE PARK 42 Cape Henlopen Dr	Lewes	CAPE HENLOPEN STATE PARK- CAMPGROUNDS-MIDDLEPHONE
302-645-6089	CAPE HENLOPEN STATE PARK 42 Cape Henlopen Dr	Lewes	CAPE HENLOPEN STATE PARK- MAIN ROAD-RIGHT PHONE
302-645-9928	CAPE HENLOPEN STATE PARK 42 Cape Henlopen Dr	Lewes	CAPE HENLOPEN STATE PARK- BATHHOUSE
302-645-9932	CAPE HENLOPEN STATE PARK 42 Cape Henlopen Dr	Lewes	CAPE HENLOPEN STATE PARK- CAMPGROUND-LEFT PHONE
302-644-9711	BEACON MIDDLE SCHOOL 19483 John J Williams Hwy	Lewes	BEACON MIDDLE SCHOOL-RIGHT ENTRANCE
302-644-9800	CAPE HENLOPEN STATE PARK 42 Cape Henlopen Dr	Lewes	CAPE HENLOPEN STATE PARK- OPPOSITE OBSERVATION TOWER
302-684-5408	MARINER MIDDLE SCHOOL 16391 Harbeson Road	Milton	MARINER MIDDLE SCHOOL
302-657-5723	BAYLOR WOMEN'S CORRECTIONAL 660 Baylor Blvd	New Castle	BAYLOR WOMEN'S CORRECTIONAL-LOBBY
302-657-5724	BAYLOR WOMEN'S CORRECTIONAL 660 Baylor Blvd	New Castle	BAYLOR WOMEN'S CORRECTIONAL-LOBBY

APPENDIX A  
 CONTRACT NO. DT115001-INMT\_PBLC  
 Inmate & Public Coin Telephone Services

Phone#	Site Location Name & Address	City	Description
302-658-0521	BAYLOR WOMEN'S CORRECTIONAL 660 Baylor Blvd	New Castle	BAYLOR WOMEN'S CORRECTIONAL-FRONT-WORK RELEASE
302-328-9716	J.P. OFFICE 61 Christiania Road	New Castle	J.P. OFFICE-COURTHOUSE HT PHONE (TTY)
302-777-9015	MEMORIAL BRIDGE @ New Castle Ave @ I-295	New Castle	MEMORIAL BRIDGE-ATRIUM FLOOR 1-TOLL BRIDGE-R PHONE
302-777-9016	MEMORIAL BRIDGE @ New Castle Ave @ I-295	New Castle	MEMORIAL BRIDGE-ATRIUM FLOOR 1-TOLL BRIDGE-L PHONE
302-366-9402	STANTON CAMPUS 400 Stanton Christiana Road	Newark	TECH COLLEGE-STANTON CAMPUS-MAIN ENTRANCE-LEFT PHONE
302-366-9750 (key 1)	STANTON CAMPUS 400 Stanton Christiana Road	Newark	TECH COLLEGE-STANTON CAMPUS-BEIGE AND BROWN BLDG
302-834-9838	GATEWAY FOUNDATION 836 N 3rd Street	Wilmington	GATEWAY FOUNDATION-BACON HEALTH CENTER-RECOVERY CNT-L PHONE
302-834-9840	GATEWAY FOUNDATION 836 N 3rd Street	Wilmington	GATEWAY FOUNDATION-BACON HEALTH CENTER-LOBBY-MIDDLE PHONE
302-834-9869	GATEWAY FOUNDATION 836 N 3rd Street	Wilmington	GATEWAY FOUNDATION-BACON HEALTH CENTER-COTTAGE #7
302-227-9793	REHOBOTH PARK-N-RIDE @ Rt 1	Wilmington	REHOBOTH PARK-N-RIDE (WEST PHONE)
302-644-4902	JP COURT #2 35252 Hudson Way	Rehoboth Beach	JP COURT #2
302-629-7369	JP COURT #4 408 Stein Hwy	Seaford	JP COURT #4
302-659-9572	PAROLE VIOLATIONS CENTER 875 Smyrna Landing Road	Smyrna	PAROLE VIOLATIONS CENTER-OUTSIDE ENTRANCE
302-653-7589	JP COURT #8 100 Monrovia Ave	Smyrna	JP COURT #8
302-653-7910	MALLARD LODGE 5128 Hay Point Landing Road	Smyrna	MALLARD LODGE
302-652-9308	TECH COLLEGE 333 North Shipley Street	Wilmington	TECH COLLEGE-WILMINGTON CAMPUS-LOBBY WEST BLDG (4TH & ORANGE)

APPENDIX A  
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 Inmate & Public Coin Telephone Services

Phone#	Site Location Name & Address	City	Description
302-652-9824	WILMINGTON H.S. 100 N Dupont Road	Wilmington	WILMINGTON H.S.-MAIN LOBBY
302-652-9849	JP COURT 1010 Concord Ave	Wilmington	JP COURT #13 RR@CONCORD PROFESSIONAL BLDG
302-652-9852	TECH COLLEGE 333 North Shipley Street	Wilmington	TECH COLLEGE-WILMINGTON CAMPUS-ENTRANCE @ ORANGE STREET
302-762-9803	DEPT OF LABOR 4425 North Market Street	Wilmington	DEPT OF LABOR-FRONT FOYER-RIGHT PHONE
302-762-9805	DEPT OF LABOR 4425 North Market Street	Wilmington	DEPT OF LABOR-FRONT FOYER-LEFT PHONE
302-777-9231	TECH COLLEGE 333 North Shipley Street	Wilmington	TECH COLLEGE-WILMINGTON CAMPUS-EDUCATION BLDG
302-998-1052	JP COURT #10 210 Greenbank RD	Wilmington	JP COURT #10
302-652-9410	Gander Hill Prison Public Area Restroom 1301 East 12th Street (Howard R Young)	Wilmington	Public Restroom

**Grand Total Public Payphones: 42**

APPENDIX A  
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Inmate & Public Coin Telephone Services

**Exhibit A-5**

PUBLIC PAYPHONE ENCLOSURE/TYPE

BUSINESS NAME	Quantity	SERVICE TYPE	Pedestal/Enclosure Open Station
Inmate Coin	15	Inmate	PB-101
Inmate Coin	10	Inmate	L-31
Public Coin	90	Public	L-31

For more information on the enclosures, see:

[http://www.myrmcorp.com/index\\_files/Page369.htm](http://www.myrmcorp.com/index_files/Page369.htm)

**OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the Offeror certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

APPENDIX A  
 CONTRACT NO. DTI15001-INMT\_PBLC  
 Inmate & Public Coin Telephone Services

**Exhibit A-6**

Contractor-Provided System Administrators: Staffing requirements at the three large Institutions must be dedicated. Staffing at the smaller, remote locations can be shared by those three dedicated staff as indicated in the table below. If they are contacted from the smaller facilities and it is reported that they have specific phones down, then they may drive up to that facility to trouble shoot. If they are asked for specific call reports or system information, they can do that remotely from the main site they sit in. They must have the ability to remotely query the smaller systems from their offices.

ADDRESS	SYSTEM ADMINS REQUIRED	EXPECTED HOURS per Week
Department of Correction Internal Affairs Unit School Brick Rd. Smyrna, DE 19977	System Admin #1	As needed
Admin/Emergency Ops Center (EOC) 245 McKee Rd. Dover, DE 19904	System Admin #1	As needed
Central VOP Center (CVOP) 875 Smyrna Landing Rd Smyrna, DE 19977	System Admin #1	2
Delores Baylor Women's Correctional Institution 660 Baylor Road New Castle, DE 19720 (BWCI)	System Admin #2	36.5
James T. Vaughn Correctional Center (JTVCC) 1181 Paddock Road Smyrna, DE 19977	System Admin #1	37
Howard R. Young Correctional Institution (HRYCI) 1301 East 12th Street Wilmington, DE 19801	System Administrator #3	40
Morris Community Correctional Center (MCCC) 300 Water Street Dover, DE 19904	System Admin #1	1
Plummer Community Correctional Center (PCCC) 38 Todds Lane Wilmington, DE 19802	System Admin #2	1
Stevenson House PO 278, Rt. 113 Milford, DE 19963	System Administrator #4	1
Sussex Correctional Institution (SCI) Rt. 113 Georgetown, DE 19947	System Administrator #4	37.5

APPENDIX A  
 CONTRACT NO. DTI15001-INMT\_PBLC  
 Inmate & Public Coin Telephone Services

**EXHIBIT A-6 - continued**

ADDRESS	SYSTEM ADMINS REQUIRED	EXPECTED HOURS per Week
Sussex Community Correctional Center Rt. 6 Box 700 Georgetown, De 19947	System Administrator #4	.5
Sussex VOP Center (SVOP) 23207 DuPont Blvd. Georgetown, DE 19947	System Administrator #4	1
Webb Correctional Facility (WCF) 200 Greenbank Road Wilmington, DE 19808	System Administrator #2	1
Hazel D. Plant Women's Treatment Facility (HDP) 620 Baylor Boulevard New Castle, DE 19720	System Administrator #2	0
Jane E. Mitchell Bldg. 300 Debnam Drive New Castle, DE 19720	System Administrator #2	.5
Ferris School & NCC Detention Center 956 Centre Road Wilmington, DE 19805	System Administrator #2	.5
NCC Detention Center (DSCYF site) 963 Centre Road Bldg. 12 Wilmington, DE 19805	System Administrator #4	.5
<b>TOTALS</b>	<b>4 FULLTIME DEDICATED</b>	<b>160 hours/week = 4 fulltime SA's</b>

PROPOSAL REPLY SECTION  
CONTRACT NO. DTI-2010-122  
Inmate & Public Coin Telephone Services



State of Delaware  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904

**Appendix B**  
**PROPOSAL REPLY SECTION**

CONTRACT NO. DTI15001-INMT\_PBLC  
Inmate & Public Coin Telephone Services

**Complete and sign the attached forms and return with your proposal in a clearly marked envelope displaying the contract number to the State of Delaware, Department of Technology and Information (DTI), 801 Silver Lake Blvd., - Suite 100, Dover DE 19904 by 2:00 p.m., Tuesday, April 7, 2015 at which time proposals shall be opened.**

**PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Offeror(s).

**NOTE: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**

STATE OF DELAWARE  
DEPARTMENT OF TECHNOLOGY AND INFORMATION  
801 SILVER LAKE BLVD  
DOVER, DELAWARE 19904

**Exhibit B-1**  
**NO PROPOSAL REPLY FORM**

**CONTRACT #: DTI15001-INMT\_PBLC**  
**CONTRACT TITLE: Inmate & Public Coin Telephone Services**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to offer a proposal, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Offeror's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to offer a proposal under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ FIRM NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ We wish to remain on the Offeror's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Offeror's List **for these goods or services.**

CONTRACT NO.: DTI15001-INMT\_PBLC
TITLE: Inmate & Public Coin Telephone Services
OPENING DATE: April 7, 2015

Exhibit B-2
NON-COLLUSION STATEMENT

This is to certify that the undersigned Offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date to the Department of Technology and Information.

It is agreed by the undersigned Offeror that the signed delivery of this proposal represents the Offeror's acceptance of the terms and conditions of this request for proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware.

COMPANY NAME (check one)
Corporation
Partnership
Individual

NAME OF AUTHORIZED REPRESENTATIVE (Please type or print)

SIGNATURE TITLE

COMPANY ADDRESS

PHONE NUMBER FAX NUMBER

EMAIL ADDRESS

FEDERAL E.I. NUMBER STATE OF DELAWARE LICENSE NUMBER

E-RATE S.P.I. NUMBER (IF APPLICABLE)

Table with 3 columns: Women Business Enterprise (WBE), Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE). Each column has Yes/No options and a (circle one) instruction.

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO: (COMPANY NAME)

ADDRESS

CONTACT

PHONE NUMBER FAX NUMBER

EMAIL ADDRESS

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment? YES NO if yes, please explain

SIGN, NOTARIZED AND RETURN WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this day of, 20

Notary Public My commission expires

City of County of State of

State of Delaware  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904

**Exhibit B-3**  
**Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information. I/we, as an employee(s) of \_\_\_\_\_ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data. Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor or Employee Signature \_\_\_\_\_

Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

PROPOSAL REPLY SECTION  
CONTRACT NO. DTI15001-INMT\_PBLC  
Inmate & Public Coin Telephone Services

**Exhibit B-4**

**PROPOSAL REPLY SUMMARY FORM**

Section 1 – Cover letter, Non-Collusion Statement, Confidentiality/Data Integrity Agreement

Section 2 – Table of Contents

Section 3 – Exceptions to terms and conditions

Section 4 – Response to Appendix A – Statement of Contract

Section 5 – Appendix B – Cost Reply Form, Balance Sheets, Income Statements

Section 6 – State of Delaware Contract Disclosure Form

Section 7 – Proposal Reply Business Reference Form, Proposal Reply Experience Form,  
Proposal Reply Key Position Resume Form

Section 8 – Optional information & All Other Information

**\*\*IMPORTANT NOTE: Use Section 8 to include all other information and identify additional information in table of contents.**

**Exhibit B-5 – COST REPLY FORM**  
 CONTRACT NO. DTI15001-INMT\_PBLC  
 Inmate & Public Coin Telephone Services

Offeror Name: \_\_\_\_\_

**Inmate Call Rates**

<b>Connect Fees</b>	<b>Local</b>	<b>Intralata</b>	<b>Interlata</b>	<b>Interstate</b>	<b>International</b>
Collect					
Prepaid					
Debit					

<b>Rate Per Minute</b>	<b>Local</b>	<b>Intralata</b>	<b>Interlata</b>	<b>Interstate</b>	<b>International</b>
Collect					
Prepaid					
Debit					

**Public Phone Rates**

<b>Connect Fees</b>	<b>Local</b>	<b>Intralata</b>	<b>Interlata</b>	<b>Interstate</b>	<b>International</b>
( List each type of call)					

<b>Rate Per Minute</b>	<b>Local</b>	<b>Intralata</b>	<b>Interlata</b>	<b>Interstate</b>	<b>International</b>
(List each type of call)					



Exhibit B-5 – COST REPLY FORM  
 CONTRACT NO. DTI15001-INMT\_PBLC  
 Inmate & Public Coin Telephone Services

Offeror Name: \_\_\_\_\_

Commission Structure:

	FY2016*	FY2017*	FY2018*
Inmate			
Public			

\*Note:  
 FY2016 is defined as 7/1/2015-6/30/2016  
 FY2017 is defined as 7/1/2016-6/30/2017  
 FY2018 is defined as 7/1/2017-6/30/2018

Equipment Utilized	Manufacturer	Make	Model	Cost to State
ICP				\$0.00
Inmate Coinless Telephone				\$0.00
Inmate Visitation Phone				\$0.00
Standard Public Coin Telephone				\$0.00

Use this format to list commission rates and any equipment. This is the last page of Appendix B-5.

Attach Balance Sheets and Income Statements for past three years after this page.

PROPOSAL REPLY SECTION  
CONTRACT NO. DT115001-INMT\_PBLC  
Inmate & Public Coin Telephone Services  
**Exhibit B-6**  
**State of Delaware Contract Disclosure**

Offeror Name or Subcontractor Name: \_\_\_\_\_

Offeror / Predecessor Firm Name	State Department and Division	Contact Name, Address and Phone Number	Period of Performance	Contract Number	Amount

List all contracts whose period of performance has been within the past three (3) years in addition to those awarded within this timeframe. If an Offeror has had no contracts within this timeframe, enter **"No contracts"** under Offeror/Predecessor Firm Name in the first row of the table.

PROPOSAL REPLY SECTION  
 CONTRACT NO. DTI15001-INMT\_PBLC  
 Inmate & Public Coin Telephone Services  
**Exhibit B-7**  
**Proposal Reply Business Reference Form**

Offeror Name or Subcontractor Name: \_\_\_\_\_

Reference Information (Current/Prior Services Performed)

Name of Reference Company:	
Address of Reference Company Street Address City, State, Zip	
Reference Contact Person Information: Name Phone # Fax # E-mail Address	
Dates of Services:	
If terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

List all references using reference form format above. Offerors must supply three (3) business references consisting of current or previous customers of similar scope and value. Offerors must also supply three (3) business references for each subcontractor. If this form is not in reply, an Offeror will be rated as: *No References*.

**PROPOSAL REPLY SECTION**  
**CONTRACT NO. DTI15001-INMT\_PBLC**  
**Inmate & Public Coin Telephone Services**  
**Exhibit B-8**  
**Proposal Reply Experience Form**

Offeror Name or Subcontractor Name: \_\_\_\_\_

Name of Organization	Type of Government Account (i.e. state, federal, county, city)	Start Date and End Date of Contract	Number of Offenders	Number of Locations Networked Together	Annual Number of Calls Handled	Annual Number of Call Minutes	All Calls Recorded and Monitored? (Y/N)

List all experience supplying Inmate & Public Coin telephone services using the format above. If an Offeror has no experience, submit form with **N/A** written in the Name of Organization block. If this form is not in reply, an Offeror will be rated as: *No Experience*.

PROPOSAL REPLY SECTION  
 CONTRACT NO. DT115001-INMT\_PBLC  
 Inmate & Public Coin Telephone Services  
**Exhibit B-9**  
**Proposal Reply Key Position Resume Form**

Offeror Name or Subcontractor Name: \_\_\_\_\_

Name: _____	Project Position: _____
# years experience in position: _____	
<b>Training/Education</b>	
Degree/Certificate	Dates of Training/Education
<b>Experience</b>	
Job/Project: _____	Position: _____
From Date: _____	To Date: _____
Description of the tasks this person performed in this job/project below:	

Resumes are required for all Contractor Provided System Administrators. Resume may be submitted in different format as long as they contain all information on this form. Any resume submitted in a different format that does not contain all of the above information will be rejected and an Offeror will be rated as *No Resumes Included*.



PROPOSAL REPLY SECTION  
 CONTRACT NO. DTI15001-INMT\_PBLC  
 Inmate & Public Coin Telephone Services

**EXHIBIT B-11**

**PROPOSAL REPLY SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. Enter Contract Number	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

**Use a separate form for each subcontractor**



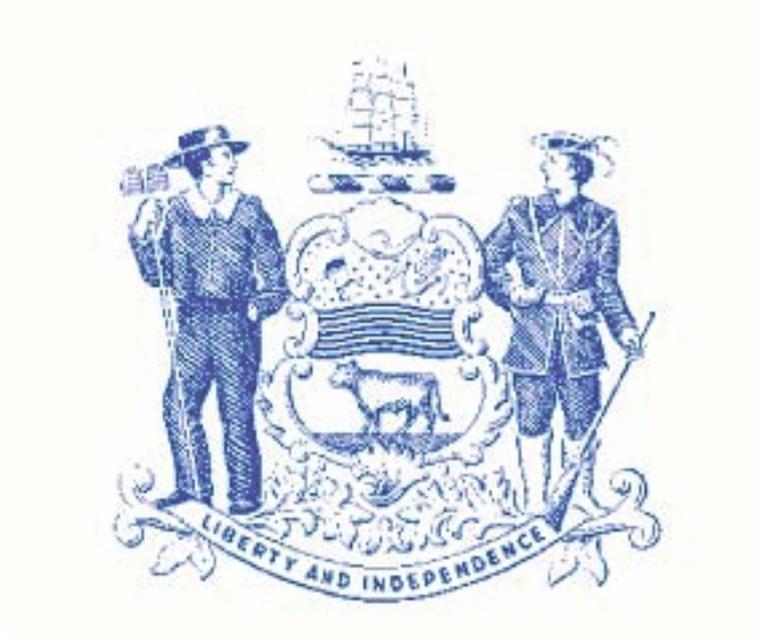
**EXHIBIT B-13**

**State of Delaware  
Office of Supplier Diversity  
Certification Application**

The most recent application can be downloaded from the following site:  
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**



State of Delaware  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904

**Appendix C**

DEPARTMENT OF TECHNOLOGY AND INFORMATION

DEFINITIONS  
AND  
**GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each bid package. **The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions.** Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Offerors or their authorized representatives are required to fully acquaint themselves as to State Procurement Laws and regulations prior to submitting a proposal.



**DEFINITIONS**

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE**: The State of Delaware

**AGENCY**: Contracting State Agency as noted on cover sheet.

**DESIGNATED OFFICIAL**: The agent authorized to act for the Agency.

**REQUEST FOR PROPOSALS**: The request for proposals is a packet of material sent to Offerors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**GENERAL PROVISIONS**: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to Offerors.

**SPECIAL PROVISIONS**: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**OFFEROR**: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**PROPOSAL**: The offer of the Offeror submitted on the approved form and setting forth the Offeror's prices for performing the work or supplying the material or equipment described in the specifications.

**SURETY**: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

**OFFEROR'S DEPOSIT**: The security designated in the proposal to be furnished by the Offeror as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

**CONTRACT**: The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR**: Any individual, firm, or corporation with whom a contract is awarded by the Agency.

**CONTRACT BOND**: The approved form of security furnished by the Contractors and his surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract.

## **SECTION A - GENERAL PROVISIONS**

1. **REQUEST FOR PROPOSALS:**

See "Definitions".

2. **PROPOSAL FORMS:**

The request for proposals shall contain pre-printed forms for use by the Offeror in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the Offeror for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of Offeror is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of proposals. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the Offeror.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The Offeror shall examine carefully the proposal and the contract forms for the material contemplated. The Offeror shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the Offeror has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The Offeror's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, Offeror shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

CONTRACT NO. DTI15001-INMT\_PBLC  
Inmate Public Coin Telephone Services

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each Offeror shall submit with his proposal a guaranty in sum equal to at least 10% of the total value of his bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Offeror as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All proposals must clearly display the contract number on the envelope.

State of Delaware  
Department of Technology and Information  
801 Silver Lake Blvd.  
Dover, DE 19904

All proposals will be accepted at the time and place set in the advertisement. Offeror bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS:**

An Offeror may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The proposals shall be publicly opened at the time and place specified by the Agency. Offerors or their authorized representatives are invited to be present.

14. **DISQUALIFICATION OF OFFERORS :**

Any one or more of the following causes may be considered as sufficient for the disqualification of an Offeror and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Offeror.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate proposals or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-proposal meetings may be cause of disqualification.

**SECTION B - AWARD AND EXECUTION OF CONTRACT**

1. **CONSIDERATION OF PROPOSALS:**

- a. After the proposals have been opened, the proposals will be evaluated based on the process outlined in this request for proposals.
- b. The right is reserved to waive technicalities, to reject any or all proposals, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful Offeror may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **AWARD OF CONTRACT:**

**REF: Title 29, Chapter 6924(j) Delaware Code.** The contract shall be awarded within 90 days of the closing date and time advertised in the request for proposals.

4. **EXECUTION OF CONTRACT:**

- a. The Offeror to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful Offeror fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified Offeror of the work or re-advertised, as the Agency may decide.

5. **REQUIREMENT OF CONTRACT BOND:**

- a. Successful Offeror shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. **WARRANTY:**

The successful Offeror shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. **THE CONTRACT(S):**

The contract(s) with the successful Offeror will be executed with the Department of Technology and Information acting for all participating agencies.

8. **RETURN OF OFFEROR'S DEPOSIT:**

The deposits shall be returned to the successful Offeror upon the execution of the formal contract. The deposits of unsuccessful Offerors shall be returned to them immediately upon the awarding of the contract or rejection of their proposal.

9. **INFORMATION REQUIREMENT:**

The successful Offeror shall be required to advise the Department of Technology and Information of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract by providing 60 days written notice to the Offeror.

**SECTION C – GENERAL INFORMATION**

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The Contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Contractor at his own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The Contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the Offeror certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

7. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders (if applicable) to the successful Offeror in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the Offeror.

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<p><b>CHAPTER: 8 Administration</b></p>	<p><b>RELATED STANDARDS:</b></p> <p>ACA: 4-4406, 4-4371, 4-4133</p> <p>NCCHC: P-B-04, P-B-05</p>	
<p><b>APPROVED BY THE COMMISSIONER AND SIGNED THIS DATE:</b></p> <p style="text-align: right;"> 2/2/2015</p>		
<p><b>APPROVED FOR PUBLIC RELEASE</b></p>		

- I. **AUTHORITY:** Prison Rape Elimination Act of 2003; 28 CFR Part 115
- II. **PURPOSE:** To establish and maintain a program of education, prevention, detection, investigation, perpetrator punishment, victim treatment and support and data collection related to sexual abuse in compliance with the Prison Rape Elimination Act (PREA).
- III. **APPLICABILITY:** All Department of Correction employees, contractors, volunteers, student interns and persons or organizations conducting business with the Department and all offenders under the custody or supervision of the Department of Correction.
- IV. **DEFINITIONS:**
- A. **Sexual relations in detention facility (11 Delaware Code, Chapter 5 §1259):**  
A person is guilty of sexual relations in a detention facility when, being an employee working at a detention facility, a contractor or employee of a contractor at a detention facility, or a volunteer at a detention facility, the person engages in consensual sexual intercourse or sexual penetration with a person in custody on the premises of a detention facility. Violation of this section shall be a class G felony.
- B. **Prison Rape Elimination Act (PREA):** Federal law to address sexual violence in prisons, jails, and other correctional facilities. Under PREA, the National Prison Rape Elimination Commission was created with the responsibility for establishing standards for the prevention, detection, response, and monitoring of sexual abuse and violence within correctional systems.
- C. **PREA Coordinator:** DOC employee responsible for the over-site of PREA standards, compliance with standards, training, data collection and inspection.
- D. **PREA Compliance Manager:** BOP facility employee responsible at the institutional level with sufficient time and authority to coordinate the facility's efforts to comply with DOC policy and the PREA standards.
- E. **PREA Standards (PS):** Written rules that require all correctional facilities to comply with minimum acceptable benchmarks in order to reduce and eliminate the incidence of prison rape. These standards are directed toward the states by the federal government, as published in 28 CFR Part 115.
- F. **Sexual abuse:** Sexual abuse includes –

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1. Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident; and
2. Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer.
3. Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:
  4. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
  5. Contact between the mouth and the penis, vulva, or anus;
  6. Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
  7. Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.
8. Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the inmate, detainee, or resident:
  9. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
  10. Contact between the mouth and the penis, vulva, or anus;
  11. Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
  12. Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
  13. Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

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14. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in this section;
  15. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident.
  16. Any voyeurism by a staff member, contractor, or volunteer.
- G. **Voyeurism:** an invasion of privacy of an inmate, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an inmate who is using a toilet in his or her cell to perform bodily functions; requiring an inmate to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.
- H. **Sexual Harassment:** Sexual harassment includes
1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one inmate, detainee, or resident directed toward another; and
  2. Repeated verbal comments or gestures of a sexual nature to an inmate, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.
- I. **Offender:** All persons under the custody or authority of the Department of Correction.
- J. **Intersex:** Means a person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sexual development.
- K. **Gender non-conforming:** Means a person whose appearance or manner does not conform to traditional societal general expectations.
- L. **Transgender:** Means a person whose gender identity (i.e., internal sense of feeling male or female) is different from the person's assigned sex at birth.
- M. **Memorandum of Understanding (MOU):** Document used to define a relationship between departments, agencies or other entities to ensure continuity of operations where there are shared resources or workflows on anticipated outcomes.
- N. **Victim Advocate:** Individual from an outside agency in which the Department has established a MOU for the purposes of providing emotional support and related information and resources to those individuals affected by sexual abuse.

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**V. POLICY:**

- A. It is the policy of the Department of Correction that all employees, contractors, volunteers and interns are responsible for the prevention, detection and reporting of prison rape and sexual activity. Anyone who fails to report offender on offender sexual abuse, or staff sexual abuse of any kind is subject to discipline, up to and including termination.
- B. The Bureau Chiefs shall be responsible for developing Bureau level policies and procedures to implement this Department policy and the PREA standards. Such policies will include Food Service and Maintenance employees that work in institutions where applicable.
- C. The Bureaus and facilities may use specific language from the PREA standards in developing their procedures as necessary.

**1. Prevention Planning**

- a. There is Zero-Tolerance for any type of sexual abuse between offenders or staff.
- b. A state-wide PREA Coordinator, and facility PREA Compliance Managers will be established.
- c. Yearly, the Department will assess, determine, and document where changes should be made to either the staffing plan, or deployment of cameras.
- d. Where the Department houses offenders under eighteen years old, the youthful offender will not be placed in an area where they shall have sight, sound or physical contact with any adult offender.
- e. Each Bureau will establish procedures that prohibits staff from conducting cross gender strip searches, body cavity searches, and cross gender pat searches of female offenders except in exigent circumstances, or where performed by medical staff. Where exigent circumstances exist, and a search is performed, the facility PREA Compliance Manager shall maintain a log documenting such searches.
- f. Staff of the opposite gender will announce their presence when entering an inmate housing unit.
- g. Intermediate-level or higher-level supervisors will conduct and document unannounced rounds to identify and deter staff sexual abuse and sexual harassment.
- h. The Department will not physically examine a cross gender or intersex offender for the sole purposes of determining gender. Where necessary, medical staff will assist in determining the offenders genital status.
- i. The Department will ensure that offenders with disabilities have an equal opportunity to benefit from its efforts to prevent, detect, and respond to all forms of sexual abuse.
- j. The Department will not hire a staff member, contract with a vendor, or permit

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access to a volunteer, who may have contact with offenders , and who has engaged in sexual abuse of anyone in the community or inside a facility.

- k. The Department will conduct pre-employment background checks of applicants, vendors, and volunteers and will conduct criminal history checks at a minimum of every five years.
- l. When building a new facility, upgrading existing facilities, or when purchasing and deploying new video monitoring equipment, the Department will consider what effect these upgrades and purchase will have on its ability to protect offenders from sexual abuse.

## 2. Responsive Planning

- a. The Department will follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence in criminal and administrative investigations.
- b. The Department will utilize Sexual Assault Nurse Examiners (SANE's) or Sexual Assault Forensic Examiners (SAFE's) whenever possible, and when the investigation indicates retrievable evidence may be available.
- c. Forensic evidence may be retrievable for up to five days after a sexual assault, and a SANE exam will be offered if it is believed DNA, fibers, bruising, tearing, or other forensic evidence may be retrieved from a victim.
- d. The Department will strive to maintain a working relationship, through an established MOU, with an outside rape crisis, or rape advocacy agency to provide rape crisis services. When requested, and where applicable, the Department shall help coordinate contact with an advocate at the hospital, or upon return to a facility.
- e. The Department shall conduct an administrative and/or criminal investigation for each allegation of sexual abuse.
- f. If an allegation indicates criminal behavior, the Department shall refer the case to the exclusive jurisdiction to investigate allegations of rape as outlined in 11 Del. Code Ch. 83, § 8302.

## 3. Training and Education

- a. The Department shall train all employees, vendors, volunteers, and others, who may have contact with offenders, on:
  - i. The Department's zero-tolerance policy
  - ii. How to fulfill their obligations under this PREA policy
  - iii. The offender's right to be free from sexual abuse
  - iv. The offender's and staff's right to be free of retaliation for making reports of sexual abuse

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- v. The dynamics of sexual abuse in confinement
  - vi. The common reactions of sexual abuse victims
  - vii. How to detect and respond to signs of sexual abuse
  - viii. How to avoid inappropriate relationships with offenders
  - ix. How to communicate effectively with all offenders, including those that are lesbian, gay, bisexual, transgender, intersex, or gender non-conforming
- b. Training will be tailored to the sex of the offender at the facility where staff is assigned. However, the training will be inclusive of both male and female characteristics, as it relates to trauma and history of sexual abuse. This training will provide all staff with a knowledge base to be able to work at either a male or female facility.
  - c. All staff will receive training at the time of hire, or during their academy training. Refresher training must be completed every year.
  - d. The Employee Development Center will be responsible to conduct and track this training department wide.
  - e. For vendors, volunteers, and others that are not sworn personnel, the level and type of training will be consistent with the amount of interaction and contact there will be with offenders.
  - f. The Department will ensure that all staff responsible for conducting administrative investigations receives specialized training related to PREA.
  - g. The Employee Development Center will ensure specialized training for staff conducting investigations and those providing medical and mental health services is available. They will track completion of this training.
  - h. The facility where an offender is housed will be responsible to provide each offender with information on the Department's Zero Tolerance policy for sexual abuse at intake. Within 30 days of intake, the Department will provide a more comprehensive education to offenders on their rights to be free from sexual abuse, how to report abuse, Department policies on reporting abuse, and to their right to be free from retaliation for reporting abuse.
  - i. The Department's grievance protocol will be made available to each offender along with the offender handbook.
- 4. Screening for Risk of Victimization and Abusiveness**
- a. All offenders will be screened during intake, and upon transfer to another facility, for their risk of being sexually abused, or being abusive toward other

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offenders. This screening should occur within 24 hours, but no longer than 72 hours after arrival.

- b. The Department's Sexual Victimization/Abusiveness Quickscreen tool will be utilized.
- c. Within 30 days of the offender's arrival at the facility, the offender will be reassessed using the Department's more detailed Sexual Victimization/Abusiveness screening tool.
- d. Further assessment shall be done every two years, or when warranted due to a referral, request, incident of sexual abuse, or receipt of additional information that bears on the offenders risk of sexual victimization or abusiveness.
- e. The results of these screenings will be confidential, and will only be used by staff to assist in the placement and protection of offenders from abuse.
- f. The information from the risk screening will be used to inform housing, bed, work, education and program assignments.
- g. Placement and programming assignments for transgender, intersex, and gender non-conforming offenders will be reassessed at least twice each year to review any threats to safety experienced by the offender.
- h. A transgender, intersex, or gender non-conforming offender's own views with respect to his or her own safety shall be given consideration.
- i. Transgender and intersex offenders will be given the opportunity to shower separately from other offenders.
- j. Offenders at a high risk for sexual victimization shall not be placed in involuntary segregated housing unless an assessment of all available alternatives has been made, and a determination has been made that there is no available alternative means of separation from likely abusers.
- k. Offenders placed in segregation to protect them from victimization shall have access to programs, privileges, education, and work opportunities to the extent possible.
- l. Offenders assigned to involuntary segregated housing shall only assigned to this housing until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed 30 days.
- m. The Department shall clearly document when an offender is placed in involuntary segregated housing, the basis of the concern for the housing placement, and the reason no alternative means can be arranged.
- n. The Department shall review an involuntary segregation every 30 days to determine if there is a need for separation from the general population.

**5. Reporting**

- a. The Department will provide a method for offenders to report sexual abuse to an

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entity that is not part of the agency. This entity will forward offender reports of sexual abuse to agency officials, allowing the offender to remain anonymous upon request.

- b. Offenders detained solely for civil immigration purposes shall be provided information on how to contact relevant consular officials and relevant officials at the Department of Homeland Security.
  - c. Any allegation of sexual abuse made via the Department's offender grievance system, shall immediately be investigated as a report of sexual abuse. There will be no time limit placed upon when such a report can be submitted. The investigation will continue without delay until the report is determined as substantiated, unsubstantiated, or unfounded.
  - d. The Department will seek to provide offenders with access to an outside victim advocate for emotional support services by giving offenders mailing addresses and telephone numbers of local, state, or national victim advocacy or rape crisis organizations.
  - e. The Department will work to enable reasonable communication between offenders and these organizations in as confidential a manner as possible.
  - f. The Department will work to establish a MOU with an advocacy agency.
  - g. The Department will accept and forward third party reports of sexual abuse for investigation.
  - h. The Department will place information on its website as to how third parties may report sexual abuse on behalf of an offender.
  - i. Internal Affairs (IA) must keep a log of all calls to the IA PREA hotline. A copy of this log will be provided to the facility PREA Compliance Manager each month.
- 6. Official Response Following an Offender Report**
- a. The Department shall require all staff to report immediately any knowledge, suspicion, or information regarding an incident of sexual abuse that occurred in a facility.
  - b. The Department shall require all staff to report immediately any retaliation against staff or offenders that may report such an incident of sexual abuse.
  - c. Apart from reporting to designated supervisors at the facility, staff shall not reveal any information related to a report of sexual abuse other than to the extent necessary to investigate the incident, treat the victim, and safely house the victim and aggressor.
  - d. For offenders under the age of 18, who are a victim of sexual abuse, the facility

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will report the allegation to the Department of Services for Children, Youth and Families.

- e. If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take actions that could destroy physical evidence, and then notify security staff.
- f. There will be a written plan (Sexual Abuse Response Plan) to coordinate actions taken in response to an incident of sexual abuse. (See attachments A and B.)
- g. A copy of all PREA reports will be given to the facility PREA Compliance Manager.
- h. The Department will monitor the victim, any third party offender who reports an allegation of sexual assault, and/or any staff member who reports a case of sexual abuse for 90 days after initiation of an investigation.

**7. Investigations**

- a. Administrative investigations of sexual abuse shall be conducted promptly and thoroughly, and shall be followed through until a determination of substantiated, unsubstantiated, or unfounded can be made. All investigations will be documented in standardized reporting format utilizing the DACS incident and investigation applications, the Law Enforcement Investigative Support System (LEISS/DELJIS), and/or in a word document approved by the DDOC administration. Reports will include a description of the physical and testimonial evidence gathered, and the reasoning behind credibility assessments.
- b. Where allegations are referred for criminal investigation to the Delaware State Police, the Department shall ensure that the cases are referred promptly, and that a designated staff representative follows the case until it is determined to be substantiated, unsubstantiated, or unfounded. The victim, and any third party reporter, will be notified in writing that a case has been closed as substantiated, unsubstantiated, or unfounded. A designated DDOC staff member, at the facility where the victim is housed, will notify the victim of the progress in any case where an arrest is made or prosecution against the perpetrator is pending. The victim will be notified in writing when the case moves from one step of the criminal adjudication process to the next.
- c. The credibility of an alleged victim, suspect, or witness shall be assessed on an individual basis and shall not be determined by the person's status as an offender or staff.
- d. An alleged victim shall not be required to submit to a polygraph examination as a condition of proceeding with the investigation of an allegation.
- e. The departure of the alleged abuser or victim from employment or control of the facility or Department shall not provide a basis for terminating an investigation.

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- f. The Department standard for determining whether an allegation of sexual abuse is substantiated shall be no higher than a preponderance of the evidence.
- g. The Department’s obligation to report to the alleged victim shall terminate if the offender is released from the Department’s custody.

**8. Discipline**

- a. Staff shall be subject to disciplinary sanctions up to and including termination for substantiated cases of sexual abuse.
- b. Where sexual is substantiated during an administrative investigation, the Department shall report this information to the Delaware State Police for possible prosecution.
- b. When a case of sexual assault is substantiated against a vendor or volunteer, the Department shall bar that individual from further contact with offenders, and shall refer the case to the Delaware State Police for possible prosecution.
- c. Offenders shall be subject to disciplinary sanctions following an administrative finding that the offender engaged in offender-on-offender sexual abuse, or following a criminal finding of guilt for offender-on-offender sexual abuse.
- e. The Department prohibits all sexual activity between offenders and may discipline offenders for such activity. Sexual activity is only a PREA related incident when it is unwanted, coerced, or forced.

**9. Medical and Mental Care**

- a. If the intake or 30 day security screenings, or medical intake or subsequent mental health screenings indicate that an offender has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the offender is offered a follow-up meeting with a medical or mental health practitioner within fourteen (14) days of that screening.
- b. If the intake or 30 day security screenings, or medical intake or subsequent mental health screenings indicate that an offender has previously perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, staff shall ensure that the offender is offered a follow-up meeting with a mental health practitioner within fourteen (14) days of that screening.
- c. Victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment and consistent with BCHS Policy B-05.

**10. Data Collection and Review**

- a. The Department shall conduct a sexual abuse Critical Incident Review (CIR) at the conclusion of every sexual abuse investigation. This review will be done for

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substantiated, unsubstantiated, and unfounded cases.

- b. The CIR will be initiated within 30 days of completion of the investigation, and will be completed within 90 days, absent exigent circumstances. The review team shall include the facility Warden or Deputy Warden, the facility PREA Compliance Manager, a facility or internal affairs investigator, medical/mental health administrators, the state-wide PREA Coordinator, and other staff deemed appropriate by the facility. The Bureau Chief will have final review of the CIR report.
- d. Substantiated and Unsubstantiated cases will be reviewed on site at the facility where the incident occurred. Unfounded cases will be reviewed by the same review team, but may be reviewed remotely by electronic means.
- e. The Department shall collect accurate, uniform data for every allegation of sexual abuse using a standardized instrument and set of definitions. This will be automatically generated in the Delaware Automated Correctional System (DACS) upon completion of PREA Incident Reports.
- f. From DACS, the Department shall be able to obtain aggregated data as needed, and shall provide this information yearly to the United States Department of Justice.
- g. The Department shall review the aggregated data in order to assess and improve the effectiveness of its sexual abuse response plans, and this policy.
- h. An annual report of its findings and corrective actions for each facility, and the Department as a whole, will be prepared.
- i. This report will include a comparison of the current year's data and corrective actions with those from prior years and shall provide an assessment of the agency's progress in addressing sexual abuse.
- j. The report shall be approved by the Commissioner of Correction, and will be available on the Department's website annually.
- k. No personal identifiers will be made publically available. Specific material that would present a clear threat to the safety and security of a facility will be redacted.

#### **11. Audits**

- a. During the three-year period starting August 20, 2013, and during each three-year period thereafter, the Department shall ensure that each facility is audited at least once.
- b. The United States Department of Justice will issue an audit instrument that will provide guidance on the conduct, and contents of the audit.
- c. The Department shall bear the burden of demonstrating compliance with the PREA Standards.

**NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE**  
**State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions**

Contract # \_\_\_\_\_, Appendix \_\_\_\_  
 between State of Delaware and \_\_\_\_\_ dated \_\_\_\_\_  
 This document shall become part of the final contract.

<b>Terms and Conditions Clauses 1-13 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.</b>	
<b>1</b>	<b>Data Ownership:</b> The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The Service Provider shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware’s written request.
<b>2</b>	<b>Data Protection:</b> Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:  a) All information obtained by the Service Provider under this contract shall become and remain property of the State of Delaware.  b) At no time shall any data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State of Delaware.
<b>3</b>	<b>Data Location:</b> The Service Provider shall not store or transfer non-public State of Delaware data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State of Delaware data remotely only as required to provide technical support.
<b>4</b>	<b>Encryption:</b> a) The Service Provider shall encrypt all non-public <b>data in transit</b> regardless of the transit mechanism.  b) For engagements where the Service Provider stores sensitive personally identifiable or otherwise confidential information, this data shall be <b>encrypted at rest</b> . Examples are social security number, date of birth, driver’s license number, financial data, federal/state tax information, and hashed passwords. The Service Provider’s encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology <a href="#">FIPS140-2</a> , Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the <a href="#">Cloud and Offsite Hosting Policy</a> . Additionally, where encryption of data at rest is not possible, vendor must describe existing security measures that provide a similar level of protection.
<b>5</b>	<b>Breach Notification and Recovery:</b> Delaware Code requires public breach notification when citizens’ personally identifiable information is lost or stolen. Reference: <a href="#">6 Del. C. § 12B-102</a> . Additionally, unauthorized access or disclosure of non-public data is considered to be a breach. The Service Provider will provide notification without unreasonable delay and all communication shall be coordinated with the State of Delaware. When the Service Provider or their sub-contractors are liable for the loss, the Service Provider shall bear all costs associated with the investigation, response and recovery from the breach, for example: 3-year credit monitoring services, mailing costs, website, and toll free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the part of the State to hold a Contractor harmless.

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<b>6</b>	<b>Notification of Legal Requests:</b> The Service Provider shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Service Provider shall not respond to subpoenas, service of process, and other legal requests related to the State of Delaware without first notifying the State unless prohibited by law from providing such notice.
<b>7</b>	<p><b>Termination and Suspension of Service:</b> In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware data in CSV or XML or another mutually agreeable format. The Service Provider shall guarantee the subsequent secure disposal of State of Delaware data.</p> <p>a) <b>Suspension of services:</b> During any period of suspension or contract negotiation or disputes, the Service Provider shall not take any action to intentionally erase any State of Delaware data.</p> <p>b) <b>Termination of any services or agreement in entirety:</b> In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any State of Delaware data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally prohibited, dispose of all State of Delaware data in its systems or otherwise in its possession or under its control as specified in section 7d) below. Within this 90 day timeframe, vendor will continue to secure and back up State of Delaware data covered under the contract.</p> <p>c) <b>Post-Termination Assistance:</b> The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.</p> <p>d) <b>Secure Data Disposal:</b> When requested by the State of Delaware, the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State of Delaware.</p>
<b>8</b>	<b>Background Checks:</b> The Service Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.
<b>9</b>	<b>Data Dictionary:</b> Prior to go-live, the Service Provider shall provide a data dictionary in accordance with the State of Delaware <a href="#">Data Modeling Standard</a> .
<b>10</b>	<b>Security Logs and Reports:</b> The Service Provider shall allow the State of Delaware access to system security logs that affect this engagement, its data and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.

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<b>11</b>	<b>Contract Audit:</b> The Service Provider shall allow the State of Delaware to audit conformance including contract terms, system security and data centers as appropriate. The State of Delaware may perform this audit or contract with a third party at its discretion at the State’s expense. Such reviews shall be conducted with at least 30 days advance written notice and shall not unreasonably interfere with the Service Provider’s business.
<b>12</b>	<b>Sub-contractor Disclosure:</b> The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any application development and/or operations.
<b>13</b>	<b>Operational Metrics:</b> The Service Provider and the State of Delaware shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. Examples include but are not limited to:  a) Advance notice and change control for major upgrades and system changes b) System availability/uptime guarantee/agreed-upon maintenance downtime c) Recovery Time Objective/Recovery Point Objective d) Security Vulnerability Scanning

**By signing this Agreement, the Service Provider agrees to abide by all of the above Terms and Conditions.**

**Service Provider Name/Address (print):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Service Provider Authorizing Official Name (print):** \_\_\_\_\_

**Service Provider Authorizing Official Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_