

PARTICIPATING ADDENDUM



INMATE COMMUNICATIONS

Led by the **State of Nevada**

Master Agreement #: 99SWC-NV22-13385

Contractor: Global Tel*Link Corporation d/b/a ViaPath Technologies
("ViaPath")

Participating Entity: **STATE OF TENNESSEE, CENTRAL PROCUREMENT OFFICE ON
BEHALF OF THE TENNESSEE DEPARTMENT OF CORRECTION**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

[Removable Instruction: Check one of the boxes below. If Participating Entity has no exclusions or limitations to the scope of the Master Agreement, check the first box.]

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of **Nevada** and Contractor for Inmate Communications. This Participating Addendum may be used by the Tennessee Department of Correction, if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

☒ This Participating Addendum shall not become effective until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval and shall terminate on December 31, 2025, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

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4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Global Tel*Link Corporation d/b/a ViaPath Technologies
Address:	3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042
Telephone:	540-935-6605
Fax:	N/A
Email:	douglas.farmer@viapath.com

PARTICIPATING ENTITY:

Name:	State of Tennessee, Central Procurement Office on behalf of Department of Correction
Address:	320 6 th Ave North, Nashville, TN 37243
Telephone:	615-532-1922
Fax:	N/A
Email:	Mike.bentheimer@tn.gov

Participating Entity Modifications and Additions to the Master Agreement

[Removable Instruction: Check one of the boxes below. If Participating Entity has no changes or additions to the terms and conditions of the Master Agreement, check the first box.]

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Please see Attachment 1 for limitations, modifications and additions.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. ***“Reserved”***.

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating

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Led by the **State of Nevada**

Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature:  Digitally signed by Michael F. Perry DN: cn=Michael F. Perry, o=State of TN CPO, ou=Department of General Services, email=Mike.Perry@tn.gov, c=US Date: 2024.05.31 16:00:08 -05'00'	Signature: 
Name: Michael F. Perry	Name: Alicia Freeman
Title: State of Tennessee, Chief Procurement Officer	Title: SVP Contracts & Procurement
Date: May 31, 2024	Date: May 31, 2024

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Central Procurement Office on behalf of the Department of Correction
AND
Global Tel*Link Corporation d/b/a ViaPath Technologies

This Contract, Attachment 1 to Participating Addendum to Master Contract 99SWC-NV22-13385, by and between the State of Tennessee, Central Procurement Office on behalf of the Department of Correction ("State") and Global Tel*Link Corporation d/b/a ViaPath Technologies ("Contractor"), is for the provision of Telephone, and Tablet services and associated services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation

Contractor Place of Incorporation or Organization: Idaho

Contractor Edison Registration ID # 92861

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract. Contractor shall notify the State in writing of any deviations from the requirements of section E.10. and wait for approval of such deviations through an exception request by the State.

AF

Michael F. Perry-MB
Digitally signed by
Michael F. Perry-MB
Date: 2024.06.04
16:18:22 -0500

A.2. Definitions, for purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a. **Account Depositor** means the person making a deposit of funds onto the offender account.
- b. **Account Depositor Email Address** means the email address on the account of the person making the deposit.
- c. **Account Depositor Identification Number** means an identification number assigned by the Contractor identifying the account for the person making the deposit.
- d. **Account Depositor Telephone Number** means the telephone number on the account of the person making the deposit.
- e. **AdvancePay Call** means a telephone call made by an Inmate to an Allowed Telephone Number where the total cost of the call will be deducted from a prefunded account established with the Inmate automated telephone system provider by the called party as referenced in TDOC Policy #503.08 Telephone Privileges.
- f. **Allowed Telephone Number ("ATN")** means a landline or cellular telephone number which is on an Inmate's authorized to call telephone number list as referenced in TDOC Policy #503.08 Telephone Privileges.
- g. **Americans with Disabilities Act ("ADA")** can be found at <https://www.ada.gov/pubs/adastatute08.pdf>.
- h. **Application** means a program or group of software programs designed for end-users.
- i. **Application Controls** are directly related to the Application and help ensure that transactions are complete, accurate, valid, confidential, and available.
- j. **Automated Clearing House ("ACH")** is a computer-based clearing house and settlement Facility established to process the exchange of electronic transactions between participating financial Institutions.
- k. **Automatic Number Identification ("ANI")** means a feature of a telecommunications Network for automatically determining the origination telephone number on toll calls for billing purposes.

- l. **Average Daily Population (“ADP”)** means the average population of Inmates housed at each Institution on a daily basis.
- m. **Bandwidth** means the transmission capacity of a computer Network or other telecommunication systems.
- n. **Behavior Modification Strategies** means the alteration of behavioral patterns using learning techniques such as biofeedback and positive and/or negative reinforcement.
- o. **Board of Parole (“BOP”)** means a panel of people who decide whether an offender should be released from prison on parole after serving at least a minimum portion of their sentence as prescribed by the sentencing judge.
- p. **Call Detail Records (“CDR”)** is a Data record produced by a telephone exchange or other telecommunications equipment that documents the details of a telephone call that passes through that Institution or Device.
- q. **Caller ID** means the telephone hardware and software which identifies both the name and telephone number of the caller to the recipient when receiving a call.
- r. **Calling Rate** means the per minute rate paid by the family member or friend of the offender being communicated with via the ITS or the per minute rate deducted from the offender’s Trust Fund Account for said communication.
- s. **Central Trust Fund Administration (“CTFA”)** means the Department of Finance and Administration Correction Central Accounting Staff located in the Tennessee Department of Correction (“TDOC”) Central Office who are responsible for the administration of the Inmate Trust Fund Accounts as referenced in TDOC Policy #208.01 Inmate Trust Fund Accounts.
- t. of Correction (“TDOC”) Central Office who are responsible for the administration of the Inmate Trust Fund Accounts as referenced in TDOC Policy #208.01 Inmate Trust Fund Accounts.
- u. **Certified Facility Manager (“CFM”)** means the certified manager at the Facility the Contractor is able to contact for approval to work onsite at the Institution.
- v. **Charger** means a Device that restores charge to tablet or other wireless Devices.
- w. **Circuit** means a line, conductor, or other conduit between two (2) points over which information is transmitted.
- x. **Collect Billing Fees** means fees charged to the called parties for processing a collect call on a LEC telephone bill or obtaining a hard copy bill of a direct bill account.
- y. **Comma Separated Values (“CSV”)** is a comma-separated values file, which allows Data to be saved in a tabular format.
- z. **Community Supervision** means the Division of TDOC tasked with oversight of offenders at liberty in the community under either probation or parole.
- aa. **Complimentary Call** means a call that is at no cost to the called parties and for a certain amount of time determined by the State.
- bb. **Configuration** means the set-up of the hardware and/or software making up the Inmate Telephone System.
- cc. **Correctional Grade Tablet** means a tablet Device produced for Inmate use in correctional facilities, meant to be more durable and tamper-proof.
- dd. **Countdown Clock Timer** is a Device measuring duration of Video Visitation Session from initiation and the remaining time of the Video Visitation Session.
- ee. **Criminal Injury Compensation Fund (“CICF”)** means a government program to reimburse victims of violent crimes such as assault, homicide, rape, and, in some states, burglary - as well as their families for many of their out-of-pocket expenses.
- ff. **Debit Call** means a telephone call made by an Inmate to an allowed telephone number, where the total cost of the call will be deducted from the Inmate's debit account with the service provider as referenced in TDOC Policy #208.08 Inmate Telephone Debit System.
- gg. **Debit Purchasing** means making a purchase using a Debit Card.
- hh. **Demarcation Building** means the physical point at which the public Network of a telecommunications company ends, and a customer’s Network begins.
- ii. **Deposit and Transfer Detail Reports** means the reports generated through the ITS solution detailing deposits to Inmate Trust Fund Accounts AND fund transfers from Inmate Trust Fund Accounts.
- jj. **Device** means a piece of equipment, such as a Correctional Grade Tablet, used by Inmates to make telephone calls, access Electronic Media, or conduct Video Visitation Sessions by way of the ITS.
- kk. **Direct Billed Calls** means calls billed directly to the call recipient.
- ll. **Dropped Call** means a call not continued through its expected completion.
- mm. **Dual Tone Multi-Frequency (“DTMF”)** means a telecommunication signaling system using the voice-frequency band over telephone lines between telephone equipment and other communications Devices and switching centers.

- nn. **E-Books** means books saved in PDF or electronic format making them accessible for Inmates reading through the ITS.
- oo. **Education Platform** means the functionality of the ITS which stores and makes educational materials available to Inmates or correctional staff available via the ITS.
- pp. **Electronic Calling List** means the list of numbers approved by the Facility that an Inmate may place calls to through the ITS.
- qq. **Electronic Grievances** means Inmate grievances submitted electronically through the ITS.
- rr. **Electronic Media** means music, videos or other entertainment content made available through the ITS.
- ss. **Electronic Media Account** means the spending account established for an Inmate to purchase Electronic Media.
- tt. **Electronic Messaging** means a method of transmitting information or messages. This includes written messages, photo attachments, and video messages, once available. Such messages can be screened by Facility staff before being printed off and passed along to an incarcerated offender.
- uu. **Electronic Trust Account** means the spending account established for an Inmate including the tracking of expenditures and account balances.
- vv. **Exchange Message Interface ("EMI")** is used as a standard method and format to transfer billing Data between companies.
- ww. **External Wireless Network** a wireless Network outside of the Network provided for tablets which could potentially allow Inmates to access unauthorized content.
- xx. **Facility** means a State correctional Institution where felony offenders are incarcerated.
- yy. **Facility Safety Officer ("FSO")** means a designated officer at each Institution responsible for the safety of any product, chemicals, and materials brought on the Institution property.
- zz. **Federal Communication Commission ("FCC")** means the independent government agency responsible for regulating the radio, television and phone industries.
- aaa. **Free Call** means a call with no charge and does not generate Revenue.
- bbb. **Free Video Visitation Session** means a video visit with no charge and does not generate Revenue.
- ccc. **General Controls** are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and Applications and include controls over security management, access controls, Configuration management, segregation of duties, and contingency planning.
- ddd. **Graphical User Interface ("GUI")** means a form of user interface that allows users to interact with electronic Devices through graphical icons and audio indicator such as primary notation, instead of text-based user interfaces, typed command labels or text navigation.
- eee. **Gross Revenue** means all Revenues generated by the completion of Inmate telephone calls by and through the Inmate Communications system.
- fff. **High School Equivalency Course** means a course covering material typically covered in high school. A High School Equivalency Diploma is the equivalent of a high school diploma.
- ggg. **Implementation Plan** means the plan mutually agreed upon by the State and the awarded Contractor which details the onboarding and rollout of services including the installation of the requested equipment, software, and hardware.
- hhh. **Infrastructure** means the basic physical and organizational structures and facilities needed for the operation of a society or enterprise.
- iii. **Inmate** means a felon incarcerated in TDOC Facility.
- jjj. **Inmate Communication Services Training** is training provided by Contractor on the Inmate communication services offered per the Agreement.
- kkk. **Inmate Debit Account** means an inmate account available for the inmate to pay for phone calls and Tablet Services. The account may be funded by the inmate using the Inmate's Trust Account. Funds can also be added to the Inmate Debit Account by family or friends through the Contractor's IVR or web site.
- lll. **Inmate Electronic Messaging Application** means an Application available on an Inmate tablet for Inmates to access Electronic Messaging.
- mmm. **Inmate Telephone Debit System ("ITDS")** means the Contractor managed and operated system for the processing and payment of Inmate telephone calls as referenced in TDOC Policy #208.08 Inmate Telephone Debit System.
- nnn. **Inmate Telephone System ("ITS")** means a system comprised of equipment, hardware and software which permits Inmates to make and receive telephone calls.

- ooo. **Inmate Trust Fund** and/or Inmate Trust Fund Account means the account established for an Inmate into which he/she can deposit and withdraw his/her personal funds as referenced in TDOC Policy #208.01 Inmate Trust Fund Accounts.
- ppp. **Institution** means a prison Facility where Inmates are incarcerated.
- qqq. **Institution Identification Number** means an identification number assigned by the Contractor to differentiate the State Institution.
- rrr. **Institution Street Address** means the address of the State Institution.
- sss. **Interactive Voice Response ("IVR")** means technology that allows a computer to interact and communicate with the public through the use of voice and the keypad with a computer-operated phone system through the use of speech recognition and/or tones input via a telephone keypad such that services can be inquired about through the IVR dialogue.
- ttt. **Interlata Calls** means long distance calls that cross LATAs.
- uuu. **Interstate Calls** means long distance calls that cross state lines, as defined by the FCC.
- vvv. **Internet Protocol ("IP") Address** means the method or protocol by which Data is sent from one computer to another on the internet.
- www. **Intralata Calls** means local Long-Distance Calls or regional toll service calls within the boundaries of a LATA.
- xxx. **Intrastate Calls** means long distance calls between two (2) LATAs and within the same state.
- yyy. **Invoice and Corresponding Inmate Purchases or Usage Report** is a detailed report showing the Inmate usage of a service that generates Revenue.
- zzz. **Kiosk (Inmate)** means in-pod wall-mounted kiosks for services other than inbound Video Visitation.
- aaaa. **Line Information Data Base ("LIDB") Status/Code** means a collection of commercial Databases used in the United States and Canada by telephone companies to store and retrieve Calling Name Presentation (CNAM) Data used for Caller ID services.
- bbbb. **Local Access and Transport Area ("LATA")** means the contiguous geographic areas in which local Bell telephone companies were allowed to sell local and long-distance services.
- cccc. **Local Call** means a call to a local telephone number within a town or metropolitan area that does not require an additional charge.
- dddd. **Local Exchange Carrier ("LEC")** means a regulatory term in telecommunications for the local telephone company.
- eeee. **Local Exchange Carrier ("LEC") Telephone Bill** means a telephone bill from the Local Exchange Carrier.
- ffff. **Lockdown** means the confining of Inmates to their cells.
- gggg. **Long-Distance Call** means calls outside of the Local Call area that cross LATAs and/or state lines.
- hhhh. **Manually Facilitated Video Visit or Video Visitation** means a session manually terminated by Facility staff.
- iiii. **Miscellaneous Charges/Fees** means the fees charged to the end user's telephone bill (e.g. Monthly Billing Fee, carrier administrative fee, cost recovery fee).
- jjjj. **Miscellaneous Charges/Fees Report** means a report showing any extra charges and fees added to the cost of a call or for funding an account.
- kkkk. **Monitoring Equipment** means equipment including hardware and software enabling Facility staff to monitor and oversee Inmate telephone calls and tablet use.
- llll. **Monthly Video Visitation Transaction Detail Report** means the report in CSV format provided to the State which includes a detailed breakdown of activity for all Video Visitation Sessions as referenced in Section C.7.g.
- mmmm. **Monthly Video Visitation Transaction Summary Report** means the report in CSV format provided by the Contractor to the State which includes a detailed breakdown of activity for all Video Visitation Sessions per VVS as referenced in Section C.7.f.
- nnnn. **National Fire Protection Association ("NFPA")** means an international nonprofit organization devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards.
- oooo. **Network** means electronic communication by linking the Circuit to the ITS allowing calls from all of the Inmate telephones.
- pppp. **Offender Management System ("OMS")** means the information system of record used by the State to manage its offender population.
- qqqq. **Operating System** is software for any computer that supports its basic functions, such as executing Applications and controlling peripherals.
- rrrr. **Passive Approval** is the process where a designated person who is able to approve does not need to take action in order.

ssss. **Personal Allowed Number (“PAN”)** on an Inmate’s calling list means a number requested by the Inmate to be approved by designated Facility staff for calling.

tttt. **Personal Identification Number (“PIN”)**, the number which permits an Inmate to make a telephone call or access the ITS.

uuuu. **AdvancePay Account** means an account created by a friend or family member with the Contractor to prefund calls from an Inmate.

vvvv. **AdvancePay Call** means a call paid using funds from the AdvancePay Account.

www. **Ancillary Services Charges** means a fee charged to end-users for specific transactions as defined by the FCC.

xxxx. **Prison Rape Elimination Act of 2003 (“PREA”)** can be found at <https://www.prearesourcecenter.org/about/prison-rape-elimination-act-prea>

yyyy. **Rate Class** means the type of call such as a local, long distance or international call.

zzzz. **Rate Period** means the month in which the transaction occurred (i.e. 202005).

aaaa. **Rate Quote** means a statement of a call cost prior to call acceptance.

bbbb. **Raw Duration** means the exact length of the Inmate telephone call.

cccc. **Regulatory Cost Recovery Fee(s)** means a fee assessed by a telephone company associated with the payment of government-imposed fees and to recover the costs of compliance with government imposed regulatory requirements.

dddd. **Remote Video Visitation** means a visitation that is initiated by an end user/visitor using a computer with internet and a web camera in the comfort of their home to visit with an Inmate in a correctional Institution via a video Application.

eeee. **Revenue** means the income generated from the completion of Inmate telephone calls through the Inmate Telephone System and income generated from Tablet Services.

ffff. **Revenue Share** means the amount a vendor will share with a customer of the total Inmate telephone calling Revenues generated through the Inmate Telephone System and of the total Tablet Services Revenues generated through Tablet Services

gggg. **Sallyport** means a secure, controlled entryway to a prison.

hhhh. **Security Perimeter** means the Facility’s outermost boundary/boundaries where security measures are still in place.

iiii. **Security Procedure Orientation** means the description of the basic security information and common procedures that all persons working with the State should be made aware.

jjjj. **Sex Offender Registry** means a system in various countries designed to allow government authorities to keep track of the activities of sex offenders, including those who have completed their criminal sentences.

kkkk. **Single Call Fee(s)** means a fee applied to a single call in addition to the cost of the Inmate call.

llll. **Single Call Feature** means the system functionality that ensures that the end user pays the per minute calling rate plus any specified required additional fees per call.

mmmm. **Social Engineering Fraud Endorsement** means an endorsement that is put in place to avoid a confidence scheme that intentionally misleads an employee into sending money or diverting a payment based on fraudulent information that is provided to the employee in a written or verbal communication such as an email, fax, letter or even a telephone call.

nnnn. **State of Emergency** means a situation of national danger or disaster in which a government suspends normal constitutional procedures in order to regain control.

oooo. **Surge Protection** means Devices designed with the capability to protect electrical Devices from voltage spikes.

pppp. **Tablet Services** means calling, messaging, educational, programming or entertainment services made available to Inmates.

qqqq. **Tablet Services Transaction Fee(s)** means a fee applied to each transaction on a tablet in addition to the cost of the actual transaction.

rrrr. **Telephone Devices for the Deaf (“TDD”)** means an electronic Device for text communication over a telephone line that is designed for use by persons with hearing or speech difficulties.

ssss. **Traffic Detail Report** is a report summarizing the monthly call volume at the station level for Inmate calls generating Revenue.

tttt. **Trust Services** means details of the pricing, fees, services, and responsibilities of Contractor and State.

uuuu. **Turnkey Inmate Calling Solution** means a complete and customizable solution for Inmate telephone calling.

vvvv. **Uninterruptible Power Supply (“UPS”)** means a Device that allows a computer to keep running for at least a short time when the primary power source is lost.

www. **Universal Service Fund** means a system of telecommunications subsidies and fees managed by the United States Federal Communications Commission ("FCC") intended to promote universal access to telecommunications services in the United States.

xxxx. **Upfront Financial Incentive** means an additional payment and/or financial incentive in the form of additional infrastructure and technology at no cost to the state (i.e. system infrastructure, equipment, etc.) for services provided in addition to a monthly commission.

yyyy. **Validation Fee(s)** means a fee applied to the examination of a cost estimate or proposal to confirm the accuracy of its cost Data.

zzzz. **Video Relay Service ("VRS")** means a system comprised of equipment, hardware and software which permits hearing impaired inmates, family members, friends or members of the general public to make or receive telephone calls.

aaaaa. **Video Visitation Session** means a specific instance/complete conversation where an inmate can communicate with an end-user either at a location outside the facility or within the facility through the system's voice and video functionality. The length of the session and the maximum number of sessions allowed per inmate per week or per month is determined by the ITS system.

bbbbb. **Video Visitation Station ("VVS Station")** means a hardware component that facilitates video visits, such as NFC stations to facilitate video visitation via the tablets.

ccccc. **Video Visitation System ("VVS")** means technological system comprised of software and hardware permitting inmates to visit onsite and/or remotely with family, friends, attorneys or members of the public by way of video without leaving the confines of a prison Facility.

ddddd. **Voice Biometric Technology** means a technology used to identify an individual by voice, possibly voice recognition.

eeeee. **VVS Fee(s)** means a fee applied to video visitation visit in addition to the cost of the video visitation visit.

ffff. **Wiring** means the metal or copper wire laid throughout a Facility for the purpose of an ITS.

ggggg. **Education** means Platforms with Full Suite of Education Products.

A.3. The Contractor shall install, operate, and maintain all related equipment for the ITS, visitation telephones, onsite and remote VVS and Electronic Trust Account Deposits at the State's Institutions listed in **Exhibit A - Institution Specifications**.

A.4. The State reserves the right, throughout the term of this Contract, to add or remove Institutions for Contractor services.

A.5. The Contractor shall operate and maintain the ITS at the Institutions on a twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

A.6. General Conditions.

a. Project Scope.

(1) The State requires a turnkey Inmate Communication and Inmate Tablet Related Services solution which shall include, without limitation, collect, AdvancePay, debit, direct billed and Free Calls, and Tablet Services.

(2) The Contractor shall install and operate all Inmate telephones, and related equipment.

(3) The Contractor shall, without cost to the State, provide all Wiring for the Inmate telephones, install the Inmate telephones and the related hardware and software specifically identified herein, to enable inmates at the Institutions to complete, without limitation, local, long distance and/or international collect, AdvancePay, debit, direct billed and Free Calls from the Institutions.

(4) The Contractor shall provide a turn-key VVS which shall include, completion of Remote Video Visitation Sessions, and monitoring and recording capabilities.

(5) Contractor shall, without cost to the State, provide all Wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable Remote Video Visitation Sessions with Inmates from the Institutions.

(6) The Contractor shall provide Tablet Services at no cost to the State. The Contractor shall ensure that the Tablet Services have the capability to access various Applications including Electronic Messaging, comprehensive education and instructional material, entertainment, media, Inmate requests, and Electronic Grievances, and Commissary ordering. The State and Contractor agree to add an ITS calling and VVS Application to the Tablet Services, at no cost to the State.

(7) Contractor shall adhere to all conditions of Attachment Three.

A.7. Customer Service.

a. Maintenance

(1) Contractor shall acknowledge and respond to repair requests submitted in writing from the State within two (2) hours.

(2) Contractor shall arrive at the Institution within four (4) hours after notice has been submitted in writing and be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

(3) Repairs or replacement of nonworking or damaged equipment or software shall be started by Contractor's qualified technician within four (4) hours following notification of a service request or system failure.

(4) Contractor must complete the repairs or replacement during the first twenty-four (24) hours following notification of a problem.

(5) The State shall be notified of progress and/or delays in progress until the problems are resolved.

(6) Contractor shall notify the State within a minimum of two (2) hours in advance any time a technician is dispatched to the Institutions and prior to the technician's arrival to coordinate an escort.

(7) Each Party shall report to the other Party any misuse, destruction, damage, or vandalism.

(8) All operation, maintenance and repair issues regarding the ITS, VVS, or Tablet Service shall be reported by Contractor to the State promptly.

(9) Contractor shall provide the State with ITS, VVS, and Tablet Service technology software upgrades as they become available. All upgrades must be provided to the State at no additional cost.

A.8. General Installation Requirements.

a. Standards.

(1) Inmate communications services are to be provided and shall comply with all applicable Federal Communication and other applicable regulations in correctional facilities.

(2) Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.

b. Implementation.

(1) Initial installations for the ITS must be completed within a mutually agreed upon timeframe not to exceed one hundred and eighty (180) calendar days, as specified in the Implementation Plan, of the execution of the Contract between the State and the selected Contractor. Implementation Plan(s) shall become a part of the Contract and must be followed.

(2) Initial installations for the VVS and Tablet Services must be completed as specified in a mutually agreeable Implementation Plan. Implementation Plan(s) shall become a part of the Contract and must be followed.

c. Transition Requirements.

(1) For the initial installation, Contractor shall work with the State and the relevant providers to ensure an orderly transition of services, responsibilities and continuity of the services required by the State.

(2) Upon expiration, termination, or cancellation of the Contract, Contractor shall accept the direction of the State to ensure services are smoothly transitioned. At a minimum, the following shall apply:

(3) Contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by the State. Revenue Share payments shall be due and payable by Contractor to the State at the percentage/rate provided in the Contract until services specified in this contract are no longer provided by Contractor.

(4) Contractor agrees to remove its equipment at the conclusion of the Contract in a manner that shall allow the reuse of Wiring/cabling associated with the services specified in this Contract.

d. General Installation Requirements.

(1) The Contractor shall be responsible for all costs associated with the Inmate telephones, and related services, including but not limited to ITS, VVS, and Tablet Services, including but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, Wiring, new electrical Circuits, cables, installation, service, maintenance, Network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications. Contractor's services shall not be configured to reside on or use the State's Network.

(2) The Contractor shall install the quantity of Inmate telephones, video visitation stations, and Tablet Services as detailed in **Exhibit A - Institution Specifications**.

(3) The State and Contractor shall agree to modify **Exhibit A - Institution Specifications** if a business need occurs, including but not limited to adjusting the quantity of the Inmate telephones, video visitation stations, and Tablet Services detailed in **Exhibit A - Institution Specifications**.

(4) Use of existing conduit, raceways, cable, Wiring, switches, Circuits, and terminals within the Institutions is at the risk of Contractor. The Contractor shall not have any exposed Wiring.

(5) Ownership of any Wiring or conduit installed under the Contract by Contractor or the State's subcontractor for Contractor shall become the State's property upon termination and/or expiration of the Contract.

(6) The Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends and meet all applicable Wiring standards for commercial buildings and must be approved by the Institutions maintenance personnel.

(7) The Contractor may be required to install all new Infrastructure including (without limitation) all Wiring, cabling and Network at no cost to the State to support the provision of the outlined services.

(8) The Contractor agrees to obtain the State's written approval before making any physical changes to the Institutions such as drilling into walls, floors, ceilings or any other portion of the Institutions, including existing, newly constructed and/or expanded facilities/buildings.

(9) The Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment to protect all lines, Circuits and equipment used for services specified in this Contract.

(10) The Contractor shall provide, install, maintain, replace and upgrade an UPS back-up power for the Inmate telephones and related services to ensure there is no loss of call or video recordings, or transaction processing and Data storage in the event of a power failure.

(11) The Contractor shall ensure that a separate power supply shall not be required for Inmate telephones and related services. A power source shall be made available by the State for the Inmate telephones and related services.

(12) The Contractor shall ensure that installation of all cabling and related equipment is accomplished during normal business hours at the Institutions or as otherwise specified by the State.

(13) The Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the State, no equipment, inventory or spare parts shall be stored by Contractor at the Institutions.

(14) The Contractor shall correct any damage to the State's property caused by maintenance or installation associated with the Inmate Communication and Related Services including repairs to floors, walls, ceilings.

(15) The Contractor shall provide written documentation indicating that all Inmate communication equipment and related services, cables and Networks have been tested and are mapped after the completion of each installation. The Contractor shall ensure that written documentation includes confirmation of completed test calls, Video Visitation Sessions, and tablet connectivity, and in a format mutually agreed upon by both parties.

(16) The Contractor shall install the Inmate communication equipment and related services equipment and software in accordance with the manufacturer's specifications.

(17) The Contractor shall install, repair and maintain all Contractor provided equipment and lines, including but not limited to, any Wiring or cable work required from the demarcation throughout the Institutions. All Contractor provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Contractor.

(18) Upon completion of the initial installation and any ongoing installations, the Contractor shall provide the State with a list of inventories, equipment specifications, and locations of each Device/unit.

(19) Ownership of any Wiring or conduit installed under the Contract by Contractor or the State's subcontractor for Contractor shall become the State's property upon termination and/or expiration of the Contract.

e. Security.

(1) Contractor shall ensure that all Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Institutions.

(2) Contractor shall ensure that all Contractor employees shall comply with the Tennessee Department of Correction's policies and procedures.

(3) Contractor entry to the Institutions is subject to the approval of Wardens at the Institutions.

f. Inmate Communication Services Training.

(1) The Contractor shall provide onsite training to the State's staff. The Contractor shall provide additional training (onsite or via webinar) shall be provided to new staff at no cost to the State. At the State's request, the Contractor shall provide a downloadable version of all user manuals and training materials.

(2) The Contractor shall provide training manuals to the State's staff at all training meetings and shall become the property of the State.

(3) When requested by the State, the Contractor shall provide informational pamphlets to Inmates and shall describe the applicable features and functionalities of the ITS.

(4) The Contractor shall also provide full documentation for all of the ITS features.

g. Upgrades and Performance Process.

(1) The Contractor shall provide the State with written notice, including detailed information, of any new equipment and related services software upgrades or additional features to be added to the ITS, VVS, or Tablet Services, within thirty (30) calendar days or sooner if approved by the State of the introduction of the new equipment, software or features into the industry.

(2) The Contractor shall provide the State with Inmate telephone and related services software upgrades as they become available. All upgrades must be within one (1) release of the newest Operating System and provided to the State at no additional cost.

(3) The Contractor shall adhere to the following performance process when upgrading the ITS, VVS, and Tablet Services software, equipment, or performing any changes to any of the services for the Institutions.

(4) The Contractor shall perform extensive testing on all system changes or upgrades prior to introducing them to the State. At a minimum, the Contractor shall include the following system changes or upgrades:

- (a) Circuit/Network testing;
- (b) Configuration/setting preservation testing;
- (c) ITS: call processing, debit/AdvancePay availability, international calling;
- (d) VVS: Video Visitation Session quality;
- (e) media purchasing, Inmate calling list entry, trust account lookup;
- (f) Tablet Services: access to all transactions, Applications and applicable purchase processes; and
- (g) Access to all Inmate Communication and Related Services user Applications.

(5) The Contractor shall receive written permission via email from the State, before scheduling or proceeding with any functionality changes to the related services specified in this Contract, to avoid an interruption in service.

(6) The Contractor shall provide the State with written details via email regarding any change to voice prompts or dialing procedures or processes impacting Inmates and end-users.

(7) The State, at its option, shall have a minimum of two (2) weeks to notify Inmates at the Institutions of any ITS changes that affect the Inmates.

(8) The Contractor shall work with the Institutions to schedule changes and/or upgrades during a time when the equipment and services are not being used regularly by the Inmates. The Contractor shall coordinate a convenient time and day with the State to implement the changes or upgrades to avoid an interruption in service.

(9) At the request of the State, the Contractor shall coordinate the presence of a technician at the Institutions on the day of implementation to conduct testing to ensure all services are functioning properly.

(10) All upgrades and changes to the ITS, VVS, or Tablet Services shall be made by the Contractor at no cost to the State.

A.9. ITS Requirements.

a. .ITS Specific Installation Requirements. The Contractor shall ensure that:

- (1) All telephone equipment provided is fully operational at the time of the initial installation.
- (2) The Inmate telephone and visitation sets are suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the Inmate telephones is specified in **Exhibit A - Institution Specifications**.
- (3) All telephone equipment is powered by the telephone line, not require an additional power source.
- (4) The telephones do not contain any exterior removable parts.
- (5) All telephone sets include volume control.
- (6) Place placards containing dialing instructions in English and Spanish on each telephone. Placards shall be replaced each time an Inmate telephone set is replaced.
- (7) Post Calling Rates near each Inmate telephone or group of Inmate telephones. Calling Rate flyers and/or additional Inmate telephone related information shall be provided by Contractor upon the State's request and at no cost.
- (8) ITS is fully installed and configured over fiber connectivity and does not require the use of copper. The statement "fully installed and configured over fiber connectivity" refers to the path between the building housing the DEMARC and every other building to which the ITS is extended. A copper twisted pair between the ITS equipment within a given building and the Inmate telephones within that same building is allowed.

b. ITS and User Application Specifications.

The Contractor shall ensure that the ITS and User Application Specifications provides the following:

- (1) The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
- (2) The ITS shall be configured to process all or any combination of the following bill types, without limitation; collect (if applicable), free, AdvancePay, debit and/or speed dial.
- (3) Contractor agrees to install the quantity of telephones required by the State as outlined in **Exhibit A - Institution Specifications**.

(4) Contractor shall provide sufficient Bandwidth to ensure Inmates are able to place calls ninety-nine-point nine percent (99.9%) of the time. The State reserves the right to require Contractor to revise its Configuration to the State's reasonable satisfaction to resolve any Inmate complaints of reception degradation or unavailable service which arise as a result of Contractor's ITS Configuration. Such changes shall be completed by the Contractor at no cost to the State.

(5) At the State's request, the Contractor shall develop a report, mutually agreed upon by both parties, which documents the completion ratio on a monthly basis or other frequency designated by the State.

(6) The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Contractor shall accept the State's decision regarding whether the reception quality is acceptable.

(7) The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, Voicemail, cellular telephones, ring-back tones, chain dialing.

(8) With each call, the ITS must provide an automated message to advise the called party that:

- (a) That the call is coming from a correctional Institution;
- (b) The call is coming from a specific Inmate; and
- (c) The call may be monitored and recorded.

(9) With each call, the ITS shall clearly identify the type of call being placed to the called party: collect (if applicable), AdvancePay, free. This recording must be free of any charges.

(10) The ITS shall be able to record and playback an Inmate's name to the called party. The Inmate may record a name only once (with the first call attempted); the recorded name shall be stored in the ITS and shall be played back with all subsequent call attempts. The State requires no more than two (2) seconds be allowed for the Inmate to record a name; this setting shall be configurable by the Contractor in the ITS at the State's request.

(11) For calls that are not completed, the ITS shall play a recorded message to the Inmate detailing why the call was not completed. The State reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to the State and within thirty (30) calendar days of the request.

(12) Upon the request of the State, the ITS shall allow free local or long-distance telephone calls per Inmate PIN from the intake/booking Inmate telephones at each Institution at the initial time of booking only.

(13) Following the dialing sequence, Contractor's ITS shall be configurable to either:

- (a) Allow Inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, Voicemail pick-up); or
- (b) Place the Inmate on-hold and not permit the Inmate to hear the call progress.

(14) In no event shall the Inmate be allowed to communicate with the called party until the call is Positively Accepted.

(15) The ITS user Application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries:

- (a) Inmate Name (First, Last);
- (b) Inmate PIN;
- (c) Record Identifier;
- (d) Date Range (Start Date/Time and End Date/Time);
- (e) Institution;
- (f) Called Number;
- (g) Originating Number;
- (h) Station Name;
- (i) Call Type;
- (j) Bill Type;
- (k) Duration;
- (l) Call Amount;
- (m) Flagged Calls;
- (n) Monitored Calls;
- (o) Recording Type;
- (p) Completion Type;
- (q) Termination Type;
- (r) Validation Result;

- (s) Phone Group(s); and
- (t) Custom Search.

(16) The ITS user Application shall allow CDR query results to be exported in a format selected by the State (.csv, PDF, Microsoft Excel 2016 or greater, etc.).

(17) At a minimum, the ITS user Application shall be equipped to generate the following standard reports in addition to the CDRs:

- (a) Call Statistics by Date Range;
- (b) Frequently Called Numbers;
- (c) Frequently Used Personal Identification Numbers;
- (d) Commonly Called Number;
- (e) Call Detail Report;
- (f) Gross Revenue Report by Date Range;
- (g) Institution Totals and Statistics;
- (h) Called Party/Number Accepting Report;
- (i) Fraud/Velocity Report;
- (j) Total Calls;
- (k) Calling List (PAN) Report;
- (l) Debit Usage Report;

- (m) Debit Balance and Funding Report;
- (n) Bill and Call Type Distribution;
- (o) Phone Usage;
- (p) Reverse Look-Up;
- (q) User Audit Trail; and
- (r) Voice Verification (if applicable).

(18) The Contractor shall provide the State with the capability to search, query and export end-user pre-funded account information for investigative purposes. The Contractor shall ensure that the State is capable of validating account holder status, number of pre-funded deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, Inmates from which calls are accepted, the number of completed calls with an associated date and time, any Ancillary Services Charges and other applied charges and taxes.

(19) The Contractor shall ensure that the ITS user Application shall allow the State to generate and export the reports in a format selected by the State (.csv, PDF, Microsoft Excel 2016 or greater, etc.).

(20) The Contractor's ITS user Application shall at a minimum allow:

- (a) Report generation to include the reports listed above;
- (b) The creation, modification and deactivation of user accounts;
- (c) The creation, modification and deactivation of Inmate accounts;
- (d) The creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers (without the assistance of Contractor);
- (e) Locating and accessing a specific recording by utilizing a unique recording/call identifier;
- (f) Block/unblock telephone numbers without the assistance of Contractor;
- (g) The ability for the State to configure an alert that shall detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone;
- (h) The ability for the State to Program a specific speed dial code to selected telephone numbers as determined by the State and at no cost to the State and without the assistance of Contractor; and
- (i) The ability for the State to query the CDRs for Inmate activities and calling patterns, including the provision of reverse look-up at no cost to the State. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect (if applicable) and AdvancePay calls.

(21) Contractor shall grant the State access to Contractor's ticket tracking system to allow the State to submit service requests for services provided under this Agreement.

(22) The Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc.

(23) Goods and services furnished by Contractor must be in compliance with the accessibility standards set forth in 28 CFR § 35.160 as to persons with disabilities and their accommodation needs with respect to being able to communicate effectively with others.

(24) The Contractor shall ensure that the ITS complies with applicable ADA and applicable FCC requirements including, but not limited to, providing telephones, which are accessible to persons in wheelchairs, and providing Devices that are compatible with TDD and video communication stations for VRS.

(25) The Contractor shall provide the number of TDD telephones and ports specified in **Exhibit A - Institution Specifications** at no cost to the State.

(26) TDD units shall be able to work on the Inmate telephone at the Institutions.

(27) The Contractor shall provide VRS for the hearing impaired at each Institution specified in **Exhibit A - Institution Specifications** at no cost to the State.

(28) The Contractor shall ensure that the ITS offers the called party an option to receive a rate quote during the call acceptance process.

(29) The Contractor shall establish an informant line at no cost to the State. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by the State. Contractor shall accept the State's direction for how the informant line is configured through the ITS.

(30) The Contractor shall work with the State to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Contractor shall:

(a) Route Free Calls via the ITS to a destination provided and designated by the State which may be the same as that used for the State informant line; and

(b) At no cost to the State, provide a telephone line to the State dedicated for PREA calls to which the calls shall be routed as free.

(c) The Contractor shall follow the State's instructions how the PREA line is to be configured through the ITS.

(d) The Contractor shall allow the State to maintain the same telephone number currently in place at all Institutions and/or utilize any telephone number specified by the State.

c) ITS Security Features.

(1)The Contractor shall ensure that:

(a) The ITS prohibits Direct-dialed calls of any type;

(b) Access to a live operator for any type of calls;

(c) Access to "411" information services;

(d) Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and

(e) Access to multiple long-distance carriers via 950, 800 and 10 10-XXX numbers.

(2) The ITS prevents call collision or conference calling among telephone stations.

(3) The ITS is able to shut down and/or disable an individual telephone or telephone group(s) immediately and selectively without affecting other telephones or telephone group(s). The State must be able to shut down the ITS via a workstation, the ITS user Application and/or by cut-off switches at several locations including, but not limited to:

- (a) At demarcation location;
- (b) Central control; and
- (c) by select housing units.

(4) The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.

(5) The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.

(6) The ITS shall allow the called party to block their telephone number during the call acceptance process.

(7) As specified by the State, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.

(8) The ITS is capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per Inmate, per month. The current call time limit for the Institutions is specified in **Exhibit A - Institution Specifications**.

d) Personal Identification Number Application. The Contractor shall ensure that the PIN Application provides the following:

(1) The PIN Application shall work with the ITS allowing Inmates to use PINs to complete calls via the ITS and include all the capability to provide collect (if applicable), AdvancePay and debit, free and speed dial calling utilizing a PIN.

(2) The capability to receive, accept and apply alphanumeric characters in an Inmate's ID.

(3) The ITS shall be capable of accepting a manually entered PIN.

(4) PINs shall be required for booking/intake phone(s).

(5) Once a PIN has been activated in the ITS, the Inmate shall only be allowed to place calls from a designated Institution or group of Inmate telephones located at the Institution.

(6) When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.

e) Personal Allowable Number Lists. The Contractor shall ensure that:

- (1) The ITS shall have the capability to store a list of PAN associated with each PIN.
- (2) The PAN Application shall allow authorized users to establish the quantity of approved telephone numbers for a specific Inmate and PIN.
- (3) The quantity of approved telephone numbers within a PAN shall be configurable.
- (4) The ITS shall allow authorized users to set a universal quantity of PANs at the Inmate level or override the default quantity of PANs for an Inmate.
- (5) The ITS shall have the capability to track PAN changes based on a frequency required by the State. The ITS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed ninety (90) calendar day timeframe.
- (6) The ITS shall document all updates, modifications and/or details for a PAN including, but not limited to, username, address, modification made, relationship, recorded, time/date stamp).
- (7) ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN; telephone number, called party name, address and relationship to Inmate.
- (8) The PAN Application shall include the capability of an auto-enroll feature to avoid manual entry of PANs.

f) Monitoring and Recording Requirements. The Contractor shall ensure that:

- (1) The ITS is capable of monitoring and recording all Inmate calls ("call or calls") from any telephone within the Institutions unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client privilege.
- (2) The ITS is able to exclude all restricted or privileged calls and clearly designate non-recorded calls within the ITS user Application.
- (3) The ITS has the capability of permitting designated users at the Institutions to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user Application.
- (4) The ITS is capable of recording all Inmate calls in a manner that allows designated users to isolate the Inmate or the end-user side of the recording for playback.
- (5) The ITS provides simultaneous playback and continuous recording of calls.
- (6) The live monitoring feature displays a list of calls in progress to allow the State to scan through all calls in progress or to listen to a specific call. At a minimum, the Contractor shall ensure that the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window.

(7) For the purpose of call monitoring, the Contractor shall ensure that the ITS displays the following fields:

- (a) Call Start Time;
- (b) Institution;
- (c) Phone Location Name;
- (d) Inmate Name;
- (e) Inmate PIN;
- (f) Called Number;
- (g) Private/Attorney Call;
- (h) Called City and State;
- (i) Call Type;
- (j) Bill Type;
- (k) Cost;
- (l) Call Status;
- (m) Alert; and
- (n) Duration.

(8) All CDRs, including all attempted and completed calls, shall be stored online for the life of the Contract. A copy of all CDRs shall be stored offline by the Contractor for a minimum period of five (5) years following the receipt of the final payment after the expiration of the Contract.

(9) All call recordings shall be stored online for the life of the Contract. A copy of all recordings shall be stored offline by the Contractor for a period of five (5) years following the receipt of the final payment after the expiration or termination of the Contract and any Addenda and/or Amendments.

(10) The Contractor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to the State throughout the life of the Contract and any renewal terms.

(11) The Contractor shall provide remote access to the ITS at no cost to the State.

(12) The provision of remote access shall allow the State the same features and functionalities, permitted by the user's level of access.

(13) For the term of the Contract, the State shall have access to all CDRs from remote access computers, based on the user's access level.

(14) The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination.

(15) The ITS user Application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.

(16) The ITS shall be capable of emailing and copying recorded calls sessions onto a CD/DVD or other storage medium in audio or Data format with tamper-free capabilities.

A.10. VVS Requirements. The Contractor shall ensure that the VVS provides the following:

a). Video Visitation Service.

(1) The VVS shall consist of hardware, firmware and software designed to enable the State to monitor, record, and retrieve Video Visitation Sessions. The VVS can be provided on a video visitation station which can be a tablet or a Kiosk.

(2) The proposed VVS shall provide all operational features and system requirements applicable to all Video Visitation Sessions placed through the VVS including Inmate to general public, and Inmate to attorney Video Visitation Sessions.

(3) The VVS shall interface with the State's OMS to allow for Inmate and visitor information to be automatically transferred between the OMS and VVS. The State shall not be responsible for paying any amount(s) associated with the required interface(s). The State prefers the Inmate identifier utilized for the OMS is the same Inmate identifier for the VVS and ITS.

(4) The State requires the VVS to complete Remote Video Visitation Sessions only.

(5) Contractor shall provide internet test capability to remote video visitors.

(6) The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.

(7) The VVS shall be capable, at the facility level, of limiting the length of a Video Visitation Session providing service at certain times of the day/week/month.

(8) Contractor must have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow the State the same features and functionalities, permitted by the user's level of access, available on a control workstation.

b). VVS Specific Installation Requirements. The Contractor shall ensure that:

(1) The Contractor shall provide the State a web based application for access to all Contractor systems to be accessed on any State or remote workstation. The web based application will allow for full monitoring, recording, real-time interaction for built in functionality for management of live visits.

(2) VVS stations or Kiosk shall be made to withstand, a correctional environment, stainless steel, durable, vandal and tamper resistant.

(3) The VVS stations or Kiosks shall not include any removable parts.

(4) Contractor is required to install all new VVS stations even if the selected Contractor is the incumbent Contractor.

(5) Upon installation of the VVS, Contractor shall be responsible for providing all labor, equipment, supplies, materials, software, Configuration (hardware, software, Networking and Bandwidth), documentation, testing and training necessary for the completion of the installation.

(6) Upon completion of the initial installation and any ongoing installations, Contractor shall provide the State with a list of Inmate and VVS stations or Kiosks, specifications, and location of each unit.

(7) Contractor shall place placards containing video visitation use instructions in English and Spanish on or near each station. Placards shall be replaced each time a VVS station is replaced.

(8) Video visitation rate flyers and/or additional video visitation related information shall be provided by Contractor upon the State's request and at no cost.

(9) Upon mutual agreement and at no cost to the State, Contractor shall install additional VVS stations as needed. This includes newly constructed or expanded Institutions.

c). VVS Registration and Scheduling. The Contractor shall ensure that:

(1) The VVS shall have the capability to allow smart phone scheduling.

(2) The VVS shall allow visitors to login using an email address and password.

(3) The VVS shall be capable of requiring the general public to acknowledge and agree to the Contractor's terms and conditions as part of the visitor registration process and at login for the inmate and/or visitor.

(4) At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:

(a) First Name;

(b) Last Name;

(c) Email;

(d) Telephone Number / Cell Phone;

(e) Physical Address (Street Address, City, State, Zip);

and

(g) Password.

(5) At a minimum, the VVS shall obtain and store the following information for the visitor as part of the funding process:

(a) First Name;

(b) Middle Name;

(c) Last Name;

(d) Partial Credit Card information;

- (e) Email;
- (f) Physical Address (Street Address, City, State, Zip);
- (g) Telephone Number; Identification Type;
- and
- (j) Password.

(6) The VVS shall be capable of sending the visitor an email notification when the visitor schedules or cancels the visit.

(7) The VVS shall be capable of accommodating a rule set for Remote Video Visitation Sessions.

d). VVS User Application. The Contractor shall ensure that:

(1) The VVS must provide specific information for tracking Inmate and visitor activities and patterns by, at a minimum, the following criteria:

- (a) Inmate ID number;
- (b) Inmate name;
- (c) Visitor name;
- (d) Date and time of visit;
- and
- (f) Daily, weekly and monthly visit statistics.

(2) The VVS shall have the capability to allow authorized staff to create the following restrictions with customizable durations:

- (a) Restrict a visitor from visiting certain Inmate(s);
- (b) Restrict an Inmate from visiting ALL visitors;
- (c) Restrict a visitor from visiting ALL Inmates; and
- (d) Restrict an Inmate from having remote video visits.

(3) The VVS user interface for agency staff shall have the capability to support the following functions:

- (a) Agency staff may register for an account for themselves or for other agency staff;
- (b) Set/reset password;
- (c) Capture the user's name;
- (e) Manually terminate Video Visitation Sessions;
- (f) Report status of all Video Visitation Sessions(g) Stop or pause any running visit;
- (h) Allow the State to enter comments or add notes to a visit;
- (j) Visitation may be configured as inmate initiated (on-demand) or scheduled in blocks of time up to 60 minutes;
- (k) Up to 20 consecutive visits can be viewed on the monitoring screen;
- (l) Designate a visitor as being an attorney (or other professional) type of visitor;

- (n) Allow authorized users the ability to set visits as non-recordable for private visitors, such as attorneys;
- (o) Allow authorized users to download, share and/or view recordings; and
- (p) Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).

e). VVS Monitoring and Recording Requirements. The Contractor shall ensure that:

- (1) The VVS permits the State to fully record and monitor Video Visitation Sessions from any video visitation station within the Institutions unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
- (2) The VVS shall include an alert system that shall detect visitation sessions made by a particular Inmate or visitor and alert agency staff at the conclusion of the visit
- (3) The State requires the retention of Video Visitation Sessions online for a minimum of ninety (90) calendar days.

A.11 Tablet Services Requirements

a) Inmate Tablet Service Specifications. The Contractor shall ensure that:

- (1) Tablets interface with the State's OMS, ITS, VVS, and any other Application the State requests, at no cost to the State, allowing Inmates to access Tablet Services. The State prefers the same Inmate identifier is used for tablets as the Inmate identifier for ITS, and VVS. The State shall not be responsible for paying any amount(s) associated with the required interface(s).
- (2) Tablets shall be configured to only allow Inmates access to the services and Applications approved by the State. Additional Applications shall be decided upon at the sole discretion of the State. Inmates shall be prohibited from having any access to any external Applications. Tablets must communicate with pre-approved Applications and servers only.
- (3) Tablets shall be restricted to Contractor's advanced wireless network only and shall be unable to connect to other wireless Network access points.
- (4) Tablets shall have the capability to process Inmate telephone calls through the ITS.
- (5) The Contractor shall provide the State with remote access to Tablet Services at no cost to the State for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the Applications and services offered. The following reports shall be made available for each Institution as applicable for monitoring and investigative purposes. New reports, as requested by the State, shall be developed and provided by Contractor at no cost to the State:

(a) Transactions by Inmate;

- (b) Application usage by Inmate;
 - (c) Totals by Inmate;
 - (d) Totals by tablet; and
 - (e) Daily, weekly and monthly statistics.
- (6) The Contractor's user Application for the Tablet Services shall provide the capability to export the reports in a format dictated by the State.
- (7) The Contractor shall have the capability to disable and/or shut off services to a single tablet or group of tablets based on the user level and password, and not interrupt other tablets.
- Contractor may adjust the number of Tablets up or down at any time. Contractor shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute the Tablets at any time during the Term. Tablets shall at all times remain the sole and exclusive property of Contractor. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet.
- (8) Support and Maintenance. Contractor will provide all support and maintenance services for Tablet Services, including the Tablets, subject to the limitations described herein. At no cost to the State, Contractor will provide up to 25% of deployed tablets per year to cover normal wear and tear as determined by the Contractor. If additional tablets are requested or required to maintain a 1:1 inmate-to-tablet ratio, the additional tablets will be provided at a rate of up to \$299.99 per tablet, which includes shipping, processing, maintenance and the software license for the use of the tablets. Contractor will invoice State for the total number of additional tablets that have been shipped. Contractor will retain ownership of the tablets and all licensed software. Contractor will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. State acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets may not be available while being repaired or maintained. The State will permit Contractor authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Tablet Services, at such times and for such purposes as reasonably necessary or appropriate to permit Contractor to perform its obligations herein, and if required, State shall provide security escorts for Contractor personnel.
- (9) Law Library: Contractor agrees to provide access to a law library on the Tablets.
- (10) Tablets shall be provided to the State pre-loaded with the State approved Applications offering a variety of games, music and entertainment, as well as free Applications / services.
- (11) Contractor will provide one headset and one charging cable to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through State's commissary service.
- (12) Tablets provided by the Contractor shall be configured to provide certain "free" services to the Inmate population at no charge. Such "free" services shall include:
- (a) Clock;
 - (b) Calendar;
 - (c) Dictionary;

- (d) Calculator;
- (e) PDF documents approved by the State;
- (f) Electronic submission of Inmate requests;
- (g) Debit purchases;
- (h) Trust account look-up;
- (i) Inmate handbook; and
- (j) Inmate notices/bulletins.

(13)

State must:

- a) allow Contractor to distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes;
- b) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up;
- c) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds
- d) allow the creation of Inmate Accounts for use with Contractor's products;
- e) allow inmate family and friends to make deposits into Inmate Accounts;
- f) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Contractor by either State, or its third-party vendors, if any;
- g) facilitate the recycling and reuse of Tablets;
- h) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time; and

State will not allow anyone to, tamper with or otherwise modify the Tablets or associated software or connect the Tablets or associated software to any hardware or software that is not provided by Contractor for use with Tablet Services.

(14)

The reports shall be available to the State and its agency partners from all State workstations and remote access computers depending on the user's access level.

A.12 Enhanced Educational Services – see Exhibit B for outline of Education Services

A.13 Trust Fund Deposits – Payment Services

Contractor shall provide Trust Services to the State. Contractor shall receive fees from the senders for the Services ("Fees") according to the pricing as set forth below (the "Transaction Pricing").

a) Trust Services. This Service allows a sender to fund an account held in trust by State on behalf of an inmate while serving his or her sentence ("Inmate Property"). Funds may be transferred from a sender to the trust account through any of the following methods: Contractor will accept payment over the telephone using Contractor's Interactive Voice Response System ("IVR"), an on-line web-payment portal using a credit or debit card ("Web"). The State acknowledges and agrees that Contractor may also accept payments on behalf of other governmental agencies other payment portals placed by Contractor in any facility.

For cash, credit/debit card and ACH transactions for Trust deposits, Contractor will charge the sender a base fee as follows:

Electronic Fund Transfer

Deposit Range		Trust	
Low	High	Credit	Cash
\$0.01	\$9.99	\$0.90	\$2.50
\$10.00	\$19.99	\$1.75	\$2.50
\$20.00	\$99.99	\$5.95	\$2.50
\$100.00	\$199.99	\$6.95	\$2.50
\$200.00	\$300.00	\$7.95	\$2.50

*Deposits for amounts greater than \$9,999.99 inclusive of fees must be completed with a wire transfer initiated by contacting customer service. Refer to other Money Transmitter Laws listed below in Paragraph 8.

b) PAYMENT SERVICES TERMS AND CONDITIONS

- 1) Remittance. For all deposit and payment services designated in this Section A.14, Contractor agrees to transfer all fund amounts, less Fees, including all cash and all approved credit/debit payments, into the appropriate State accounts in the designated system. Contractor will initiate an Automated Clearing House ("ACH") credit to State's designated bank account within ninety-six (96) hours after the deposits are authorized and accepted by Contractor. The sender's destination account will reflect the deposited amount promptly after the deposit is authorized and accepted by Contractor.
- 2) Compliance with Applicable Law. Contractor is a licensed "money transmitter" under applicable state laws. State will reasonably cooperate with Contractor to ensure that Contractor complies with all state laws and regulations applicable to "money transmitters" (the "Money Transmitter Laws"). If State is unable or unwilling to comply with the requirements of Contractor that allow Contractor to be in compliance with the Money Transmitter Laws, Contractor may, at its option, immediately terminate the provision of Services without penalty until such non-compliance is remedied.
- 3) Systems Interface. Contractor and State will establish a systems interface that allows for processing of payments directly between the proprietary systems of State and Contractor. State and Contractor shall each bear their own costs to affect the systems interface and confidentiality provisions contained in this Agreement shall apply.
- 4) Payment Types and Business Rules. State will provide Contractor with a list of payment types, the payment amount for each transaction type, and the payment limits for each transaction type. Contractor will use its default parameters unless State specifies unique requirements.
- 5) Marketing. Contractor and State shall work together to make friends and family aware of the Services. State agrees to make its Senders aware of the Services through its website and other mutually agreeable means of advertising. Contractor will be allowed to distribute marketing material and promotional material to State as well as provide a reference link from State's website to the URL designated by Contractor for the sole purpose of promoting the Services.
- 6) Title. Title to all hardware provided by Contractor for the purpose of providing the Services shall remain solely that of Contractor. Within 30 days of the termination of this Agreement or within 30 days of receiving notice from State of a termination of this agreement, Contractor shall, at its own expense, remove all of its hardware from State premises.
- 7) Reporting. Contractor will provide State with online access to certain transaction information. To the extent such information is provided through password protected access, State agrees to keep all user and password information confidential and protect against unauthorized use. State will indemnify and hold Contractor harmless from any lawsuits, claims or other damages resulting from unauthorized use of transaction information that results in whole or in part from the acts or omissions of employees, agents or Companies of State.

- 8) Money Transmitter Laws. State agrees to the following procedures:
- a) For transaction greater than \$3,000 (\$1,000 in AZ, NM, OK) – Contractor will collect additional information as required by law and no transactions will be accepted unless the information is collected.
 - b) For transaction greater than \$10,000 – Contractor is required to obtain a signed CTR (Currency Transaction Report) from the Sender. No transactions will be accepted unless the signed CTR is received.
 - c) If Contractor encounters suspicious activity, State agrees to provide support and information for reporting such transactions to FinCEN (Financial Crimes Enforcement Network operated by the US Treasury).
- 9) Overpayments/Underpayments. Contractor will transmit all payments made through the Service (net of Contractor Fees) to the State. Contractor is not responsible for collecting any additional funds due to the State. All refunds will be conducted through the State's established refund process.
- A.14 Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.15. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) calendar days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective for the period beginning on June 10, 2024 ("Effective Date") and ending on December 31, 2025, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole

option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months or exceed the end date of the term of the relevant Master Agreement.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Contractor, on a monthly basis, shall remit to the State a Revenue Share payment as set forth in; Section C.6 – ITS; Section C.7 – VVS; Section C.9 – Electronic Trust Accounts; and C.10 – Tablet Services. Contractor shall remit a commission to the State in conjunction with the rates only as set forth in NASPO Master Agreement #99SWC-NV22-13385 Cost Proposal as may be amended.

C.2. There shall be no cost to the State for the performance of services or delivery of goods.

C.3. Revenue Share payments and reports are due to the State on or before the twentieth (20th) day of the month following the traffic month.

C.4. Reconciliation:

a) The State, shall have the right from the Effective Date of this Contract and for a period of three (3) years after the termination date of this Contract, upon ten (10) business days' written notice, to fully reconcile or examine any and all of the State information pertaining to this Contract. The State retains the right to have another independent Agency of the State's exclusive choice, perform any or all reconciliations and examinations pertaining to this Contract.

b) Contractor shall maintain accurate, complete and reconcilable records, in an electronic format, detailing all of the Gross Revenues from which Revenue Share payments can be determined. The records shall include all records of the following reports provided throughout the life of the contract:

- (1) Traffic Detail Reports;
- (2) Transaction Detail (VVS, Tablet Services, and Kiosk Services) Reports;
- (3) Deposit and Transfer Detail Reports;
- (4) Tablet Purchase Reports and Associated Invoices;
- (5) CDRs;
- (6) Miscellaneous Fees/Charges Reports;
- (7) Debit Purchase or Usage Reports and associated invoices; and
- (8) Revenue Share reports.

C.5. ITS Reporting and Payments

a) **Rates and Charges for Inmate Telephone Services.** The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

1) Interstate ITS calls, whether made using a Collect, Debit, or AdvancePay™ format: \$0.075 per minute of use.

2) Intrastate ITS calls, whether made using a Collect, Debit, or AdvancePay™ format: \$0.075 per minute of use.

- 3) International ITS calls, whether made using a Debit or AdvancePay™ format: The Interstate ITS rate set forth above (\$0.075 per minute), plus the applicable call termination rate for the international destination of the call as published on the Contractor's website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.

No per call, per connection, or flat-rate calling charges shall apply to international or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by the Contractor on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Contractor in connection with such programs.

- b) **Ancillary Service Charges.** The Contractor may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated Payment Fee for credit card, debit card, and bill processing fees	\$3.00 per transaction
Live Agent Fee	\$5.95 per transaction
Third-Party Financial Transaction Fee	\$5.95 per transaction when transaction is paid via a live agent \$3.00 per transaction when transaction is paid via automated payment system
Fees for Single-Call and Related Services	\$5.95 per transaction, plus the effective per-minute rate when transaction is paid via a live agent \$3.00 per transaction, plus the effective per-minute rate when transaction is paid via automated payment system

- c) The Contractor shall remit to the State a Revenue Share for the ITS which would be the greater of a) \$.014 per minute Revenue Share to the State on all Gross ITS Revenue and as defined in the Scope or b) a Monthly Minimum Guarantee ("MMG") of \$185,416.67 per month. The MMG shall continue through any renewal/extension's periods without regard to any other modifications to the Contract. However, should ADP drop by 10% or more Contractor and State shall renegotiate the MMG. The Revenue Share payment, whether \$.014 per minute Revenue Share or the MMG, shall be calculated and paid on a monthly basis with no regard to the Revenues generated in any other month or year. Any new or additional fees and/or charges proposed by Contractor must be approved in advance by the State. The State and Contractor shall mutually agree on the Revenue Share to the State relative to the new or additional fees added to each of the services/Applications.
- d) Gross Revenue shall mean all revenue generated by every completed inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Contractor. Gross Revenue does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; and (iv) any amount Contractor collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Contractor in connection with such programs.

- e) Any additional fees to be added to the called party's bill or paid by the Inmate or called party (including those associated with establishing/funding AdvancePay accounts) for Inmate telephone calls from the Institutions must be approved by the State prior to implementation.
- f) The State shall notify Contractor of any unapproved additional fees and/or charges of which the State becomes aware.
- g) The Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were either approved or discontinued.
- h) Notwithstanding the foregoing, Gross Revenue does not include the following items:
 - (1) Required regulatory charges and taxes that are intended to be paid by the called party or Inmate and then remitted one hundred percent (100%) by the Contractor to the appropriate governmental agency.
 - (2) Calls to telephone numbers that appear on the Free Call list supplied by the State or from Inmate telephones approved by the State to process Free Calls shall not generate Revenue or compensation for the Contractor and shall not be eligible for Revenue-share to the State. Only those numbers designated by the State on the Free Call list and Inmate telephones approved by the State to process Free Calls shall be marked as "Free" in the ITS and designated as such in the Call Detail Records.
 - (3) Complimentary Calls associated with Contractor's AdvancePay program are not included in Gross Revenue and Revenue Share is not payable by Contractor to the State.
- i) A call is deemed complete, and considered part of Gross Revenue, when a connection is made between the Inmate and the called party.
- j) Contractor shall agree that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the Inmates, including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, AdvancePay and any other calls.
- k) On the twentieth (20th) day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to the State for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- l) Payments and reports for ITS are due to the State on or before the twentieth (20th) day of the month following the traffic month.
- m) Contractor shall provide monthly Revenue Share payments and Traffic Detail Reports to the State via these methods:
 - (1) All payments shall be sent via wire transfer to the State; and
 - (2) Traffic Detail Reports shall be sent electronically in Comma Separated Values ("CSV") format.
- n) ITS Traffic Detail Reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, AdvancePay and Debit Calls for each Inmate telephone at the Institutions:

- (1) Institution Name;
- (2) Institution Identification Number;
- (3) Institution Address (Street, City, State and Zip);
- (4) Automatic Number Identifier;
- (5) Inmate Telephone Station Port/Identifier;
- (6) Inmate Telephone Location Name;
- (7) Domestic, Minutes, Gross Revenue (Per Inmate Telephone);
- (8) International Calls, Minutes Gross Revenue (Per Inmate Telephone);
- (9) Revenue Share Rate (%);
- (10) Total Calls, Minutes, Gross Revenue and Revenue Share Amount (Per Inmate Telephone); and
- (11) Traffic Period and Dates.

o) Contractor shall provide daily raw Call Detail Records ("CDRs") the next business day following the day of traffic and monthly billing files to the State on or before the twentieth (20th) day of the month following the month of traffic.

p) Billing files shall be provided via email in excel or PDF format and contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and content as those files prepared and submitted for billing to Contractor's billing company and ultimately delivered to the called party. The billing files shall include at a minimum the following information:

- (1) Record Identifier;
- (2) Institution Name;
- (3) Institution Identification Number;
- (4) From ANI;
- (5) To ANI;
- (6) Seconds;
- (7) Date (yy/mm/dd);
- (8) Connect Time (hh/mm/ss);
- (9) Billable Time (hh/mm/ss);
- (10) Personal Identification
- (11) Number Digits;
- (12) Originating City;
- (13) Originating State;
- (14) Bill City;
- (15) Bill State;
- (16) Bill Number;
- (17) Settlement Code;
- (18) Charge Amount;
- (19) Additional Fees and Line Surcharges;
- (20) Rate Period; and
- (21) Rate Class.

q) The Raw Daily CDRs shall be in a CSV format and contain all calls (both attempted and completed) which originate from the Institutions for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited Data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:

- (1) Institution Name;
- (2) Institution Identification Number;
- (3) From ANI;
- (4) To ANI;
- (5) Batch Number / ID; From City;
- (6) From State;
- (7) To City;

- (8) To State;
 - (9) Station Port/Identifier; Phone Name or Location;
 - (10) Inmate Name;
 - (11) Inmate Identification Number;
 - (12) Personal Identification Number;
 - (13) Revenue Period;
 - (14) Call Start (yy/mm/dd; mm/ss);
 - (15) Call End (yy/mm/dd; mm/ss);
 - (16) Seconds;
 - (17) Call Type (e.g. local, etc.);
 - (18) Bill Type (e.g. free, AdvancePay, collect, etc.);
 - (19) Call Cost;
 - (20) Tax;
 - (21) Validation Result;
 - (22) Termination Reason;
 - (23) LIDB Status/Code;
 - (24) Free Reason Code; and
 - (25) Completion/Accept Indicator.
- r) Contractor shall provide a Miscellaneous Charges/Fees Report in a CSV format and shall include a breakdown of all charges and fees applied to (without limitation) calls, transactions and accounts from the Institutions, including but not limited to: Single Call Fee(s) as determined by the system's Single Call Feature, Ancillary Services Charges, Monthly Billing Fee(s), Regulatory Cost Recovery Fee(s), Validation Fee(s), Tablet Services Transaction Fees, VVS Fees, regardless of whether the charge/fee was assessed directly by Contractor or a Third Party. The Miscellaneous Charges/Fees report shall contain (without limitation) the following information:
- (1) Institution Identification Number;
 - (2) Date;
 - (3) The State Identification Number;
 - (4) To ANI;
 - (5) Billed Account;
 - (6) Transaction Type;
 - (7) Bill Type
 - (8) Fee Type;
 - (9) Instance Type; and
 - (10) Fee Amount.

C.6. VVS Payment and Reporting

- a) Contractor shall remit to the State a Revenue Share for VVS of 0% of Gross Revenue received from billable VVS sessions and as defined in the Scope. After VVS has been fully implemented for 12 months the Contractor shall remit to the State a Revenue Share for VVS of 5% of Gross Revenue received from VVS sessions billed thereafter and as defined in the Scope over and above the MMG.
- b) VVS Gross Revenue shall mean all Revenue received from billable Video Visitation Sessions. Notwithstanding the foregoing, Gross Revenue does not include the following items:
 - (1) Approved Free Video Visitation Sessions shall not generate any Revenue or compensation for Contractor and shall not be eligible for Revenue Share to the State.
 - (2) Required regulatory charges and taxes that are intended to be paid by the visitor or Inmate and then remitted one hundred percent (100%) by the billing party to the appropriate governmental agency.
 - (3) Applicable billing or security fees.
- c) The State shall notify Contractor of any unapproved fees and/or charges associated with the VVS of which the State becomes aware.

- d) A Video Visitation Session is deemed complete and considered part of Gross Revenue when the Video Visitation Session is scheduled, and a connection is made by both parties.
- e) Payments and reports for Video Visitation Sessions are due to the State on or before the twentieth (20th) day of the month following the activity/session month.
- f) Contractor shall provide a Monthly Video Visitation Transaction Summary Report in CSV format which shall include a detailed breakdown of activity for all Video Visitation Sessions per video visitation station, including but not limited to:
 - (1) Institution Name;
 - (2) Institution Identification Number/Site Identification Number;
 - (3) Inmate ID;
 - (4) Number of Free Video Visitation Sessions and Minutes Per Video Visitation session;
 - (5) Number of Remote Video Visitation Sessions, Minutes and Gross Revenue Per Video Visitation session;
 - (6) Revenue Share Rate (%) Per Video Visitation session;
 - (7) Total Video Visitation Sessions, Minutes, Gross Revenue and Revenue Share; and
 - (8) Traffic Period and Dates.
- g) Contractor shall provide a Monthly Video Visitation Transaction Detail Report in CSV format which shall include a detailed breakdown of activity for all Video Visitation Sessions, including but not limited to:
 - (1) Institution Name;
 - (2) Institution Identification Number/Site Identification Number;
 - (3) Institution Address (Street, City, State and Zip);
 - (4) Video Visitation Session Date;
 - (5) Inmate Identification Number;
 - (6) Inmate First and Last Name;
 - (7) Visitor First and Last Name;
 - (8) Visitor Address (Street, City, State and Zip);
 - (9) Visitor Telephone Number;
 - (10) Start Time;
 - (11) End Time;
 - (12) Duration in Minutes; and
 - (13) Cost.

C.7. Electronic Trust Account Deposits Payment and Reporting

- a) Contractor shall not remit to the State a Revenue Share for the Electronic Trust Account Deposits.
- b) Contractor shall provide a monthly Electronic Trust Account deposit transaction summary report in CSV format and include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic deposits. Transaction detail shall include, at a minimum, each of the following items:
 - (1) Institution Name;
 - (2) Institution Identification Number;
 - (3) Institution Street Address, City, State, and Zip Code;
 - (4) Transaction Period Dates;
 - (5) Gross Revenue Per Transaction Type Per Inmate;
 - (6) Revenue Share Rate;
 - (7) Total Revenue Share Amount Per Transaction Type Per Inmate; and
 - (8) Total Number of Transactions Per Transaction Type Per Inmate.

- c) Contractor shall provide a monthly Electronic Trust Account deposit transaction detail report in CSV format which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic deposits. Transaction detail reports shall include, at a minimum, each of the following items for each transaction:

- (1) Institution Name;
- (2) Institution Identification Number;
- (3) Institution Street Address, City, State, and Zip Code;
- (4) Transaction Date;
- (5) Transaction Identification Number;
- (6) Account Depositor Identification Number;
- (7) Account Depositor First and Last Name;
- (8) Account Depositor Telephone Number;
- (9) Account Depositor Street Address;
- (10) Account Depositor City;
- (11) Account Depositor State;
- (12) Account Depositor Zip Code;
- (13) Account Depositor Email Address;
- (14) Inmate Identification Number;
- (15) Inmate Name;
- (16) Amount Deposited; and
- (17) Transaction Type.

C.8. Tablet Services Payment and Reporting

- a) Contractor shall remit to the State a Revenue Share for Electronic Media and Electronic Messaging Revenue of 0% of Gross Revenue and as defined in the Scope. After Electronic Media and Electronic Messaging have been fully implemented for 12 months the Contractor shall remit to the State a Revenue Share for Electronic Media and Electronic Messaging of 5% of Gross Revenue billed thereafter as defined in the Scope over and above the MMG. The State and Contractor shall mutually agree on the Revenue Share to the State relative to any new or additional fees added to each of the services/Applications.
- b) Gross Revenue shall mean all Revenue received from the per minute rate charged to inmates for Electronic Media and all Revenue received from the per written message, per photo attachment, and per video message for Electronic Messaging. Notwithstanding the foregoing, Gross Revenue does not include the following items:
- (1) A "Free" transaction or Application defined as a transaction or Application not generating any Revenue or compensation for Contractor. Approved Tablet Services transactions or Applications shall not generate any Revenue or compensation for Contractor and shall not be eligible for Revenue Share to the State. Only those transactions or Applications designated by the State as "free" shall be marked as "free" in the Tablet Service solution and designated as such in the Tablet Service detail records.
 - (2) Applicable taxes, government imposed fees or charges and billing or security fees.
- c) Tablet Services and Accessories Rates. Contractor may apply the following charges on Tablet Services and the use of the Tablets; provided, however, Contractor may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.
- 1) Tablet Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
 - 2) Paid Inmate Content Access:
 - a. Standard Profile: \$0.05 per minute
 - b. Promotional Profile: \$0.03 per minute
 - 3) Video Visitation Services: \$0.25 per minute Remote Visit Price
 - 4) Replacement Headphones or Earbuds: \$3.49

- 5) Replacement Chargers: \$7.99
- 6) Messaging From Inmate Family and Friends (charged to inmate family and friends):
 - a. \$0.20 per written message
 - b. \$0.20 per photo attachment (in addition to charge for any written message)
 - c. \$0.60 per video message (upon commencement of video message service)
- c) Required regulatory charges and taxes that are intended to be paid by the end-user or Inmate and then remitted one hundred percent (100%) by the Contractor to the appropriate governmental agency.
- d) The Contractor shall ensure the security of the Tablets are not compromised by allowing Inmates access to any Applications or the internet which is not approved by the State.
- e) The State shall notify Contractor of any unapproved additional fees and/or charges associated with the use of Tablet Services.
- f) Payments and reports for Tablet Services are due to the State on or before the twentieth (20th) day of the month following the month of activity.
- g) Contractor shall provide a monthly Tablet Services transaction summary report in CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, videos, video visitation, media, Application usage, for each tablet. Tablet Service detail records shall include, at a minimum, each of the following items for each Tablet Service and each transaction or Application type:
 - (1) Institution Name;
 - (2) Institution Identification Number/Site Identification Number;
 - (3) Institution Address, Street, City, State, and Zip;
 - (4) Tablet Identifier (where applicable) or Inmate ID;
 - (5) Number of Transactions for Each Transaction Type (Per tablet);
 - (6) Minutes of Usage for Each Application Type (Per tablet) if applicable;
 - (7) Gross Revenue for Each Transaction / Application (Per tablet);
 - (8) Revenue Share Rate;
 - (9) Total Revenue Share (Per tablet);
 - (10) Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and
 - (11) Traffic Period and Dates.
- h) Contractor shall provide a monthly Tablet Services transaction detail report in CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, videos, video visitation, media, Application usage, for each tablet. Tablet Service detail records shall include, at a minimum, each of the following items for each Tablet Service and each transaction or Application type:
 - a) Institution Name;
 - b) Institution Identification Number;
 - c) Institution Street Address, City, State, and Zip Code;
 - d) Transaction Date;
 - e) Transaction Identification Number;
 - f) Tablet Identifier (where applicable);
 - g) Inmate Identification Number;
 - h) Inmate Name;

- i) Transaction Type;
- j) Start Time (if applicable);
- k) End Time (if applicable);
- l) Quantity (if applicable); and
- m) Cost.

C.9. Rate Requirements

- a. Before any new Rate increases or decreases are implemented for any of the services required, Contractor must submit a written request to receive approval from the State. The State shall respond in writing to Contractor's request. Any changes to the base Rates must be approved through the NASPO amendment process prior to any changes being executed at the State level for this Participating Addendum. Any rate changes required by law or regulation will not require State approval, however, Contractor will provide advanced notification to the State.
- b. In the event Contractor increases the Rates without written approved of the State, Contractor must issue refunds to all overcharged end-users or Inmates within five (5) business days; a list of the issued credits must be provided to the State as documentation. The State shall not issue a refund of Revenue Share or cost recoupment for unapproved rate increases.
- c. Contractor shall implement any mutually agreeable rate adjustments within ten (10) calendar days, subject to regulatory approval, as applicable.
- d. Contractor's ITS shall rate all calls to U.S. Territories including Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International or Interlata/Interstate. Calls to all other countries shall be rated as International.
- e. Contractor shall calculate the Raw Duration of each Inmate telephone call in seconds based on the time the call is accepted and the time the call is accepted, Video Visitation Session or tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablet Services respectively. For calls or tablet usage where the duration is at least ten (10) seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.

C.10. User Billing and Payments

a) AdvancePay & Debit Applications:

- (1) The AdvancePay and/or debit Application shall allow for pre-payment to a specific telephone number or an Inmate.
- (2) AdvancePay accounts will become inactive and subject to forfeiture after 180 consecutive days of inactivity or non-use. If an account is used by the account holder at any point in the inactivity period, the inactivity period will be reset. A refund can be obtained by calling customer services at 877-650-4249. Accountholders may opt-in to receive notifications by text message and/or email reminder alert of the scheduled expiration of the account no later than 30 days before the account expires. Upon receipt of a verified refund request during the 180-day period, any remaining balance in an account will be refunded to the accountholder after deducting any call charges, applicable taxes and transaction fees incurred during the current billing cycle. The Contractor will endeavor to process such refunds in 30 days.

- (3) Contractor shall not prevent the completion of a AdvancePay Call if the end-user's AdvancePay balance is less than the average cost of a call (regardless of call type) from the Institutions.
- (4) The AdvancePay and/or debit Application shall be internal to Contractor's ITS.
- (5) The ITS shall provide the Inmate with the balance of the AdvancePay or debit account at the time of the call.
- (6) The ITS shall provide the called party with the balance of their AdvancePay Account at the time of the call.
- (7) The AdvancePay and/or debit Application shall allow international calls.
- (8) The ITS shall be capable of interfacing and transferring money from the Inmate's trust fund to the ITS debit account as well as refunding any unused funds to the trust fund account upon the Inmate's release.
- (9) Contractor shall supply, at the State's request, signage, brochures, flyers regarding the ITS and/or Contractor's AdvancePay and debit programs at no cost to the State.

b) Payments for VVS Sessions

- (1) Contractor shall provide an option for an itemized receipt for all transactions, charges and fees for all Video Visitation Sessions.

c) Contractor Retention of End-User Account Information

- (1) For the purpose of aiding in investigations, Contractor must retain information pertaining to an end-user's AdvancePay, direct bill, trust funding, VVS and similar accounts for a period of five (5) years after the expiration/termination of the Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.
- (2) The State shall have access to such account information through the ITS, VVS, or Tablet Services.

C.11. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by Automated Clearing House ("ACH") or the State Purchasing Card ("P-Card").

a) The Contractor shall complete, sign, and present to the State:

- (1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- (2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card and Contractor will provide level III data reporting information.

- b) The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. The Contractor shall be entitled to reimbursement for the actual cost of the infrastructure investment (to include related labor and installation costs) they made, if the State terminates for convenience during the first five (5) years of the contract. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.4. Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Contractor's rights, obligations, or intended benefit under this Contract shall entitle Contractor to, at its option, renegotiate or terminate the Agreement.
- D.5. Termination for Cause. If either Party fails to properly perform its obligations under this Contract in a timely or proper manner, or materially violates any terms of this Contract ("Breach Condition"), the other Party shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the breaching Party shall not be relieved of liability to the other Party for damages sustained by virtue of any Breach Condition and the other Party may seek other remedies allowed at law or in equity for breach of this Contract.
- D.6. If State terminates this Participating Addendum for any reason other than breach by Contractor, State will pay Contractor within thirty (30) days following termination the outstanding balance, if any, after subtracting from the Contractor's expenditures the Revenue collected by Contractor as of the date of termination.

- D.7. Subcontracting. Neither the Contractor nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).
- D.8. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Contractor hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the State or the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Contractor shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- Claims against the State of Tennessee, or its employees, or injury damages expenses or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law (*Tennessee Code Annotated*, Sections 9-8-101 *et seq.*, 9-8-301 *et seq.*, and 9-8-401 *et seq.*). Damages recoverable against the State of Tennessee shall be expressly limited to claims paid by the Board of Claims or the Claims Commission pursuant to *Tennessee Code Annotated*, Section 9-8-301 *et seq.*
- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Monitoring and Recording. State agrees that Contractor has no responsibility to advise State with respect to any law, regulation, or guideline that may govern or control any recording or monitoring

capabilities supplied to State by Contractor under the Agreement, or compliance therewith. State has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through this Agreement. Contractor disclaims any responsibility to provide, and in fact has not provided, State any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. State shall be solely responsible for any liability, costs and expenses relating to any claims made against Contractor arising out of failure of State (or the Contractor at the direction of the State) to comply with such law, regulation or guideline. State acknowledges that all communication detail records ("DRs") and recordings contained in the Equipment Contractor provides to State under this Agreement are the exclusive property of the State for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Contractor shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

- D.13. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.14. State and Federal Compliance. The Contractor and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.15. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.16. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.17. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.18. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract
- D.19. HIPAA Compliance. The State and Contractor shall comply with applicable obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the

Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Procuring Party or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.20. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by Contractor of this Contract; previously possessed by Contractor without written obligations to the State to protect it; acquired by Contractor without written restrictions against disclosure from a third party which, to Contractor's knowledge, is free to disclose the information; independently developed by Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- D.21. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

- D.22. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide

all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.25. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with any attachments or exhibits which includes Attachments One and Two and Exhibits A and B.

D.26. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.27. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. (Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance and "Crime". All policies must contain an endorsement for a waiver of subrogation in favor of the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall make all reasonable efforts to provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent

the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance in an amount not less than ten million dollars (\$10,000,000) per claim and ten million dollars (\$10,000,000) annual aggregate, covering claims arising out of all negligent acts, errors, omissions in the performance of technology services, including any that results in infringement of copyright, or claims arising out of network security and privacy risks, including a failure in the Contractor's security or failure to protect confidential information resulting in unauthorized access, confidential information theft, damage to destruction of or alteration of electronic confidential information, wrongful disclosure and release of confidential information, wrongful collection, of confidential information, and including coverage for related claims for regulatory fines, defense costs, and penalties (as insurable by law).
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) per claim in the aggregate, including costs incurred for consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, and credit file or identity monitoring services.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than one hundred thousand dollars (\$100,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.28. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.29. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.30. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment One, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.31. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.32. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these PA Attachment 1's special terms and conditions conflict with any other terms and conditions of the PA Attachment 1, the PA Attachment 1 special terms and conditions shall be subordinate to the PA Attachment 1's other terms and conditions.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Valerie Murtha, Assistant Commissioner, Finance Division/Chief Financial Officer
Tennessee Department of Correction
320 Sixth Avenue North 6th Floor
Nashville, TN 37243
Valerie.Murtha@tn.gov
615-917-2040

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

E.3. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
 - (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.

- (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise

Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:
<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.

- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: Seventy two (72) Hours
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: Twenty Four (24) Hours
- (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.5. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

E.6. Prison Rape Elimination Act(PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 *et. seq.*), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting,

monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

- E.7. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.8. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 - (2) Any pricing related to the new lines, items, or options;
 - (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

- c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.9. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.10. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest.

Access to State data shall be limited to US-based (onshore) resources only.

Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited.

Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	Participating Addendum to Master Contract 99SWC-NV22-13385
CONTRACTOR LEGAL ENTITY NAME:	Global Tel*Link Corporation d/b/a ViaPath Technologies
EDISON VENDOR IDENTIFICATION NUMBER:	92861

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Alicia Freeman, SVP Contracts & Procurement

PRINTED NAME AND TITLE OF SIGNATORY

May 31, 2024

DATE OF ATTESTATION

ATTACHMENT TWO
Detention Project Procedures

DETENTION PROJECT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES:

General administrative, security procedural requirements and restrictions for Contractors regarding access to and use of the Tennessee Department of Correction project site and surrounding areas; and security procedures for Contractor tools, materials, and individuals.

1.02 DEFINITIONS:

- A. Lockdown – A condition within the Department of Correction that ALL (except emergency) movement ceases; an Institutional count time is the most frequent use.
- B. Owner – State of Tennessee, Department of General Services for the Department of Correction.
- C. Owner's Construction Representative – For SBC Projects the Representative will be the Project Manager assigned by STREAM (State of Tennessee Real Estate Asset Management). For non-SBC Projects the Representative will be the Project Manager assigned by FPC (Facilities Planning & Construction).
- D. State of Emergency – Event or condition impacting the security of the Facility or safety of staff, Inmates or Contractors.
- E. TDOC – Tennessee Department of Correction.

1.03 SUPERVISION:

- A. Contractor shall provide on-site supervision of construction personnel at all times.
- B. Contractor shall at all times have a minimum of one person at each separate work site or work crew capable of communication in English with the Facility staff.

1.04 PROJECT/SITE CONDITIONS/REQUIREMENTS:

- A. Prior to mobilization of construction personnel to the site, Contractor shall ensure that personnel, sub-Contractors, material suppliers, etc. review the requirements of this Section.

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- B. The Contractor shall require that all personnel, sub-Contractors, material suppliers, etc. who will enter TDOC property certify their awareness of and familiarity with the requirements of this Section during orientation to the Institution.
- C. The Warden/Superintendent is the chief administrator of the TDOC Institution and the project site. The Warden/Superintendent has full and final supervision over all Institution operations and the Contractor usage of the site. The Warden/Superintendent may delegate certain responsibilities held, as presented in this Section, to one or more designees identified by the Warden/Superintendent.
- D. The Warden/Superintendent/designee may provide the Contractor's Superintendent with an Institutional radio for communication. Superintendent shall turn in radio to designated staff upon leaving the premises each day.
- E. The Warden/Superintendent/designee may approve the use of a single cellular telephone by the Contractor's Superintendent only.
- F. The Contractor shall provide to the Warden/Superintendent, primary and alternate emergency contact information of individuals (Superintendent and/or foreman) to be notified during non-working hours if an event impacting the Institution has occurred which warrants their notification.
- G. Security Procedures Orientation:
 - 1. Each individual who enters the site on behalf of the Contractor, including but not limited to subcontractors and material suppliers, shall have received a Security Procedure Orientation for the project. The Warden/Superintendent/designee will provide orientation. Prior orientation in the course of another project cannot substitute for orientation for this project.
 - 2. Contractor shall coordinate scheduling individuals for orientation.
 - 3. Warden/Superintendent will determine duration of the orientation and its agenda.
 - 4. Contractor shall provide an interpreter, if required.
 - 5. The Institution will provide three (3) Security Procedure Orientations at no charge to the Contractor. Each Orientation meeting may accommodate as many employees as requested by the Contractor. Orientations in excess of the three (3) meetings will be charged to the Contractor at a rate of three hundred dollars (\$300.00) per session.
- H. Contractor shall not request direction, project document clarifications, or approval from Institution staff, security escorts or other on-site personnel. The Owner's Construction Representative is the Owner's designated on-site representative during construction and is the only party authorized to direct changes to the scope, cost or contract time of the project.

1.05 SURROUNDING SITE CONDITION SURVEY:

- A. Prior to commencing the Work, the Contractor and TDOC representatives shall tour the Project site and surrounding areas together to examine and record existing conditions of adjacent buildings, roadways and other applicable areas. The Contractor shall photograph and

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videotape in sufficient detail the existing interior and/or exterior building conditions and grounds of all areas that will be affected by construction and access routes to substantiate existing conditions that might otherwise be construed as damage caused by the Contractor. Date all material and deliver a copy to the Owner and TDOC within seven (7) business days following the Notice to Proceed. This record shall serve as a basis for determination of subsequent damage due to Contractor's operations. Any cracks, sags, or damage to the adjacent buildings and improvements not noted in the original survey, but subsequently discovered, shall be reported to Owner's Construction Representative and TDOC.

- B. The Contractor shall be responsible for any construction related damage, required repair and/or replacement to existing facilities or property including landscaping, paving, security systems (including but not limited to fencing and fiber optics), roads and sidewalks unless it is verified that the damage was a previously existing condition. Any damages shall be repaired or replaced with materials equivalent to the original work and is subject to the satisfaction of the Owner's Construction Representative and TDOC.
- C. Photo-documentation of special, secure areas may require special handling and storage. TDOC will identify when these circumstances are present and how the photo-documentation will be handled (Also see Section 1.10.H).

1.06 EMERGENCIES:

- A. If the Warden/Superintendent declares a State of Emergency, Contractor may be:
 - 1. Required to leave premises.
 - 2. Confined to a specific area for duration of emergency.
- B. Emergencies that may impact access to the Institution or limit access within the secure perimeter include, but not limited to:
 - 1. Fog, inclement weather or natural disaster;
 - 2. Food, medical, or transportation emergencies;
 - 3. Disturbance, Inmate work stoppage, Inmate escape, Inmate hunger strike or hostage situation; and
 - 4. Bomb threat, chemical spill, fire, or Institution evacuation.
- C. At the Warden/Superintendent's discretion and depending on the level of emergency, the Contractor may be permitted to work at the job-site trailer/staging area(s) or other Institution areas outside the secure perimeter.
- D. Any incident requiring police or ambulance service should be reported to the Warden/Superintendent/designee immediately following the notification of emergency responders.

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1.07 ACCESS TO SITE:

- A. Access is normally restricted to the period from 7:00 AM to 7:00 PM every weekday during daylight hours only. The Warden/Superintendent may vary these hours at their discretion. Contractor shall provide the Warden/Superintendent a minimum of forty-eight (48) hours' notice before working on Saturdays, Sundays or State of Tennessee holidays. If the Institution is officially closed due to an emergency condition or other State of Tennessee requirement, the Contractor will not be allowed to work.
- B. During Institution "Inmate Count Times", the Contractor will not be allowed to move construction employees between Inmate secure zones within the Institution's secure perimeter or be allowed access to the Sallyport/Vehicle Gate area(s).
- C. Contractor shall access site through a single point designated by the Warden/Superintendent. Random access to and from the project site will not be permitted. Fixed times for arrival and departure of most construction forces, as a group, should be established by mutual agreement between Contractor and the Warden/Superintendent. Changes and additions to normal working schedules shall be communicated to the Warden/Superintendent a minimum of 48 hours in advance.
- D. Sallyport/Vehicle Gate Access Procedures:
 - 1. During the pre-bid/construction conferences the Warden/Superintendent may identify specific windows of time that would be the least disruptive to the Institution for the movement of workers and/or materials through the Sallyport/Vehicle Gate in order to best accommodate the Contractor. Additional security staff may be assigned to assist with the processing procedures during the designated times.
 - 2. The Contractor shall provide legibly written inventories of all tools entering the Sallyport/Vehicle Gate. Documentation shall be by storage box and vehicle. See Section 1.11 Tools & Materials.
 - 3. The Contractor shall provide all required vehicle information in written form to the Sallyport officer. All vehicles will be searched. This search shall include all compartments, under the hood, and in other areas where contraband is likely to be hidden.
 - 4. Construction workers attempting to enter the Sallyport/Vehicle Gate without an approved background check will not be permitted access to the site.
- E. The Warden/Superintendent/designee will endeavor to notify the Contractor as soon as possible if a situation exists which may preclude timely access to or use of the project site.

1.08 SECURITY

- A. Security escorts shall not participate in construction activities, receive construction materials or remove construction materials, either demolished or surplus, from the project site. Specifically, this means that any services, parts, pieces, construction materials, supplies, or other goods purchased with State of Tennessee funds, whether directly or indirectly; whether removed from the project site or unused in the completion of the project, are to be disposed of in a manner acceptable to the State of Tennessee and SHALL NOT be diverted to the personal use of ANY persons whether they be a State Employee or not. Any such diversion of State

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- purchased property or State funded services to personal use will be treated as theft in accordance with TCA 39-14-103 or TCA 39-14-104).
- B. The Contractor shall restrict the access of all persons entering upon the Owner's property in connection with the Work to the agreed upon access route, procedures and to the actual site of the Work.
 - C. The Contractor shall restrict activities of employees to authorized areas. Contractor employees shall not enter other Institution buildings unless it is directly related to the Work of this project.
 - D. The Warden/Superintendent may conduct random vehicle searches on all vehicles entering TDOC property. Institutional entrances are posted with prohibited items, i.e., weapons, drugs, alcohol, cell phones, tobacco products, etc. Vehicle searches may be conducted with the use of detection dogs. If weapons, drugs, ammunition, or alcohol are found in a construction worker's vehicle, the Owner operator is subject to arrest by local authorities and may be restricted from return to TDOC property. Persons with valid handgun carry permits may have their weapon on the TDOC property provided the weapon(s) are securely stored and out of sight in the employee's vehicle.
 - E. Individuals, vehicles, and construction facilities are subject to search at discretion of the Warden/Superintendent/designee. Searches of individuals may include strip search at the discretion of the Warden/Superintendent.
 - F. The Contractor shall, at the direction of the Warden/Superintendent, be required to make available keys for any on-site job trailers, storage boxes, equipment containers, etc. The Warden/Superintendent may require searches of these items or facilities at any time.
 - G. All Institutional areas are subject to video and audio surveillance at the direction and discretion of the Warden/Superintendent.

1.09 IDENTIFICATION OF CONTRACTOR'S PERSONNEL:

- A. All personnel shall be subject to a fingerprint background check conducted by the Institution prior to being permitted to enter the Institution. The Contractor/employee shall complete a Contractor Pre-Access Questionnaire form completing all indicated background check information. Additionally, the Contractor/employee will be available to the Institution to be fingerprinted as scheduled by the Institution. Background check forms provided by the Warden/Superintendent/designee must be completed prior to Contractor's mobilization to the site. Fingerprint background checks will be performed on employees, delivery drivers and vehicle operators employed by the Contractor, sub-Contractors and vendors. Any consistent driver that frequents the project site will require a background check. Contractor should assume that background checks will take a minimum of 7 business days to complete. The Contractor shall notify the Warden/Superintendent and complete the background check forms for all replacement and/or new employees, drivers, etc. not identified in the initial list of site personnel. Background checks may be repeated on any employee at any time. Any subsequent information, such as a recent arrest, may result in denial of access.
- B. A valid driver's license number, social security number, date of birth and/or other similar information is required for a background check. Background information will not be disclosed

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to or discussed with the Contractor. Per applicable laws and TDOC policy, background information will remain confidential.

- C. The Contractor shall identify for the Warden/Superintendent, promptly upon their employ, persons who have been previously convicted of a felony, incarcerated, or who have a family member currently incarcerated at the Institution. Warden/Superintendent may require such persons to be excluded from working on the premises.
- D. Denial of access decisions by the Warden/Superintendent will be final and non-negotiable.
- E. The Contractor shall notify the Warden/Superintendent immediately upon dismissal or arrest of an employee, but no later than 48-hours from the time the Contractor is informed. The Warden/Superintendent shall determine whether the employee may continue to have access to Institutional property.
- F. An identification card (or pass) may be provided to each construction worker who enters the secure confines of the Institution. Workers will be required to show a valid government issued photo identification card in order for a card to be issued. Identification cards shall be worn in plain sight at all times. If lost or stolen, report to the Warden/Superintendent for issuance of a new card. Identification cards shall be returned to the Warden/Superintendent upon completion of work or termination of employment. The cost of replacement cards/ID shall be the Contractor's responsibility.
- G. Construction Worker Apparel:
 - 1. Construction workers may be required to wear appropriate identification and clothing inside correctional facilities, which may consist of or be limited by:
 - a. Headwear of a specific color.
 - b. Shirt and/or vest of a specific color.
 - c. Other appropriate apparel as designated by the Warden/Superintendent/designee.
 - d. Wearing of camouflaged clothing is not allowed.
 - 2. Apparel depicting gang colors or symbols, contraband or inappropriate activity is not permitted. (An example would be a shirt or hat advertising beer or drug paraphernalia, etc.)
- H. Construction workers shall be required to receive an ultraviolet ink stamp to facilitate processing egress.

1.10 **JOB CONDITIONS:**

- A. Items that are not required for performance of work are not permitted. All unnecessary items must be removed from vehicles so that searches may proceed quickly.
- B. The Contractor shall maintain safe, clean and ADA compliant fire exit paths of travel for building occupants, visitors, and staff at all times.
- C. Association with Inmates:
 - 1. Interaction with Inmates is not permitted.

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2. Trafficking or trading in goods and other items as listed in sub-paragraph 1.10.D below with Inmates is not permitted.
 3. The Department of Correction adheres to a policy of Zero Tolerance regarding workplace relationships with Inmates; see TN Code Annotated 41-21-241.
- D. Tobacco Products, Alcoholic Beverages, Cell Phones, Weapons, Cash and Drugs:
1. All areas within the TDOC site are designated as NO SMOKING/TOBACCO FREE areas. The Contractor shall not allow any workers to use or to have in their possession tobacco products or tobacco related paraphernalia within the secure perimeter of the Institution. All tobacco related items must remain locked in the workers vehicle while on TDOC property.
 2. Alcoholic beverages, non-permitted weapons, and illegal drugs are not allowed on TDOC property. Persons caught introducing illegal or banned items onto the grounds of a TDOC Institution are subject to confiscation of the disallowed items, removal from the site, termination of site access privileges and prosecution.
 3. Individuals requiring prescription medications during the workday shall be required to produce the medication in the original packaging from the pharmacy with the prescription name and dosage (see TCA 39-16-201) and fill out a form, suitable to Warden/Superintendent, identifying them and their medication(s). The Contractor's Superintendent shall maintain a copy of the form(s) on file. Approval from the Warden/Superintendent/designee must be received before the medication(s) are allowed on site. Warden/Superintendent may require verification of prescription(s)/ medication(s). Warden/Superintendent may refuse to permit prescription/medications on site. Only enough medication for one day may be brought on site. It is highly encouraged, if possible, that medications be taken at a time that allows for meds to be left outside the secure perimeter. Narcotic meds will not be allowed on the secure compound.
 4. All TDOC facilities are cashless, i.e., money in any denomination is identified as a contraband item. Contractor's employees are required to leave all cash/change, etc. outside of the secure perimeter.
- E. Meals:
- a) Workers may be required to leave the Institution facilities to obtain meals. On-site meals may be allowed to enter the Institution at the Warden/Superintendent's discretion and if in compliance with TDOC and Institutional policies. Food service for construction workers is not available at the Facility unless so modified by the Warden/Superintendent during the Pre-Bid Conference and noted in a follow-up addendum.
 2. No food or beverages will be allowed through the checkpoint. Workers may purchase food and beverages from vending machines in the visitation area.
 3. If vending machines are available, they will be identified at the Pre-construction meeting. Vending Machines are generally cashless. Purchase cards may be purchased from the Institution.

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- F. No cell phones (except as noted above), beepers, or other telecommunication Devices as defined by TCA Section 39-16-201, as amended, will be allowed through building checkpoints without approval of the Warden/Superintendent or designee.
- G. Without the Warden/Superintendent's prior written approval, no computers, laptops, PDA's, cameras or other similar computer electronic Devices will be allowed inside the Security Perimeters or through building and site checkpoints.
- H. Contractor required construction photographs, digital or otherwise, taken inside TDOC facilities or of the project site and buildings shall become the property of TDOC and shall not be used for purposes other than as progress photos and other than construction related reports without the express written permission of the Warden/Superintendent and the TDOC Director of Facilities, Planning & Construction. Any photographs, digital and print that include Inmate faces shall be immediately destroyed and not used or printed for any purpose. These requirements shall include photographs taken or construction photos used by the Contractor's sub-Contractors, vendors, etc. Use of finished construction photographs, to include web-based use, will not be allowed unless approved in advance by the TDOC Director of Facilities, Planning & Construction.

1.11 TOOLS AND MATERIALS:

- A. A Class A tool is defined as any instrument that could be utilized:
 - 1. To attempt an escape,
 - 2. As a weapon,
 - 3. To fabricate other materials into a weapon
- B. Contractor shall make a concerted effort to introduce only necessary Class A tools into the Facility, and in the least possible number. Each toolbox and tool pouch entering the Facility shall have a pre-written inventory provided by the Contractor for its contents. TDOC staff will check tool, equipment and material inventories at all egress and exit control points. Lack of tool accountability and tool inventory is the primary cause for delay when processing through control points.
- C. Tools shall be kept in a secure (locked) toolbox when not in use and shall be inventoried on a twice daily basis to insure complete and total accountability. The Warden/Superintendent/designee may conduct an inventory of storage containers at any time as determined necessary.
- D. Hand tools shall be kept in Contractor's possession at all times when not properly stored. Tools shall be removed or placed in a locked toolbox, shed, trailer, or similar tool storage area outside the secure perimeter at the end of each workday. While the tools are being used, they shall be kept in view or on person. Broken or non-usable tools are to be disposed of away from Institutional property. Any missing tools, Devices, cellphones, radios, etc. are to be reported promptly to the Sallyport Officer and security escorts.
- E. Ramset tools may be stored on site; however, "shots" shall be removed daily from the TDOC site and all spent shot accounted for by the Contractor. Special procedures will be developed

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with the Institution concerning cutting pliers, bolt cutters, hacksaws and welding or cutting equipment.

- F. Storage of hand tools within the Security Perimeter is NOT permitted. Warden/Superintendent/designee will designate an area for tool storage. Contractor shall provide a tool storage container and lock, a tool inventory, and provide a key to the Warden/Superintendent/designee until removal of container. The Warden/Superintendent/designee may conduct an inventory of storage containers at any time as determined necessary. The Warden/Superintendent may determine that a TDOC padlock and key controlled by the escort officer be required. The Contractor must maintain a complete and accurate list of all of the tools. Tools in locked tool storage containers shall be stored and organized in such a manner acceptable to the Warden/Superintendent/designee to facilitate ease of inventory, i.e. shadow boards or other acceptable method of tool storage. If at any time the Contractor fails to maintain acceptable organization of any tool storage container, the Contractor may be required to remove the tool storage container from the site. If tools are removed from the storage container for any reason (maintenance, repair, removal from the site, etc.), the tool inventory list for the specific storage container must be immediately updated to indicate that the tool is no longer part of the inventory.
- G. Workers shall not accept anything from an Inmate or provide any tools or supplies to an Inmate. Inmates are not permitted access to construction documents and related papers. Any theft should be reported immediately.
- H. Immediately report lost tools to the Warden/Superintendent/designee. If a tool is lost, the Contractor and all workers will not be allowed to leave the compound until the tool is accounted for or recovered. Example: A declaration that a tool is under a concrete pour or went out with a load of construction debris is NOT acceptable methods of accountability.
- I. All ladders shall be removed from inside the secure perimeter on a daily basis.
 - 1. Any ladder not in use within the secure perimeter shall be stored and secured to a fixed object with a chain and padlock. The security escort may ask to control the padlock key.
 - 2. No ladder shall be left unattended at any time within the secure perimeter. Security escorts shall not be utilized to monitor ladder access or use.
 - 3. All portable man-lift equipment shall be secured outside the Security Perimeter when not in use.
- J. Contractor shall be required to submit Safety Data Sheets (SDS) to the Facility Safety Officer (FSO) for any product, chemicals, and materials brought onto TDOC property. Contractor shall review SDS information and requirements for SDS Data submittal to the Institution's Facility Safety Officer prior to the start of Work.

1.12 CONTRACTOR USE OF PREMISES AND PRISON OCCUPANCY:

- A. Use of the premises by Contractor will be limited to the 'Site/Project Boundaries' as identified in the Contract Documents to include temporary facilities, and reasonable access thereto. Space for staging work, employee parking and related operations of Contractor and

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Contractor's employees may be provided, subject to availability. Coordinate use of premises under direction of the Warden/Superintendent.

- B. The Contractor is advised that the project site(s) are or will be active correctional facilities or other prison related areas, and they shall take all necessary precautions to assure the safety of the staff and Inmates, State of Tennessee employees, visitors and other Contractors day and night. The Contractor shall at all times conduct operations as to insure the least inconvenience and the greatest amount of safety and security for the State's use of other nearby areas by Inmates, State of Tennessee employees and the general public. The Contractor acknowledges that there are inherent dangers involved while working at a prison and TDOC will use ordinary care to keep the premises reasonably safe during the Contractor's access to the work site.
- C. The Contractor shall coordinate their work with the Institution's routine daily schedule (counts, meals, work call, etc.), and shall schedule and carry out its work such that the normal operations of the Facility are given first priority. This applies particularly to noise, utility, and security systems outages and restriction of access. Such construction operations shall frequently be carried on outside of the normal Contractor's working hours, and by overtime, weekend, and holiday work.
- D. Coordinate the performance of structural demolition or other noisy operations in or adjacent to occupied areas with the Warden/Superintendent to potentially exclude the hours between 8:00 AM and 4:00 PM, dependent upon accessibility and ongoing Institutional operations.
- E. For renovation projects, if the site is within a secure perimeter of an operational Institution, job trailers and storage trailers/units shall be located outside the secured perimeter of the Institution Facility as directed by the Warden/Superintendent. With the Warden/Superintendent's approval, job trailers may be located within the secure perimeter of the Institution if they are enclosed by a separate fence and are capable of being fully locked. The Warden/Superintendent shall approve all fencing details.
- F. Temporary Fire protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage the fire prevention program, associated fire watch plan, and communicate and coordinate site impact(s) with the Institutional Facility Safety Officer ("FSO").
- G. Provide and erect before any work begins, and maintain during the progress of the Work, all necessary dust partitions, protective and security barriers, warning signals, exit and directional signage and lighting. The extent of this work and details of construction shall be in accordance with the requirements of all Federal, State, and local ordinances, codes and requirements; and shall meet the approval of all authorities having jurisdiction and the Warden/Superintendent.
- H. Provide isolation of project work areas from occupied area(s) with barricades, plastic sheeting, plywood security walls, or temporary dust partition walls. The Contractor shall provide and maintain necessary barriers and protective Devices to control access to the work areas and to contain all work and storage areas such that adjoining building spaces, including walkways, corridors, stairs and doorways, remain accessible for the Institution's use but not accessible to the Inmate population.

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- I. For renovation projects or other work that may impact adjacent occupied areas, the Contractor must take steps to protect existing equipment and materials and to minimize the infiltration of construction debris and dust into adjacent compartments. Barriers are classified as Non-Security Rated Areas and Security Rated Areas.
 1. Security-Rated Areas apply to all areas of the project that are considered Inmate accessible. The barrier applies to any surface or joint located within the confines of Security-Related Areas, including walls, floors, ceilings, accessories, furnishings, plumbing fixtures, sprinkler heads, electrical fixtures and Devices. On vertical surfaces, security rating generally ends ten (10) feet above any floor surfaces, or at ceiling or roof line lower than ten (10) feet. Anything above this level would be considered non-security rated unless noted otherwise.
 - a) Security Barriers: minimum 3-5/8-inch 20 ga. metal studs 16-inch on center with minimum sixteen (16) gauge security mesh and 3/4-inch fire-treated plywood on side accessible to Inmates.
 - b) Dust barriers: minimum 3-5/8-inch 20 ga. metal studs 16-inch on center with minimum 6 mil polyethylene and 5/8-inch gypsum board on one side.
 - c) Cover and protect existing light fixtures, HVAC supply and return grilles, electrical Devices/panels, etc. during the Work.
 2. Non-Security Rated Areas apply to any surface or joint located outside the confines of the Security-Rated areas, as follows:
 - a) Public lobbies, reception, waiting rooms and public toilets.
 - b) Staff corridors, staff locker rooms, staff training rooms and administrative offices.
 - c) Interior Control Rooms, equipment rooms, mechanical rooms, or vaults.
 - d) Areas above suspended ceilings when ceilings are at least 10-feet AFF, behind access panels, and within plumbing chases.
 - e) Roofs and equipment thereon.
 - f) Parking lots and all areas outside the secure perimeter fence.
- J. Control traffic to/from the work area(s) and occupied area(s) to prevent disruptions to the normal Facility operation.
- K. Modify HVAC equipment to pressurize occupied non-construction work area(s) to prevent the migration of offensive materials and odors from work area(s). Blank-off outside air intakes and/or return air grilles to prevent distribution of offensive materials and odors into occupied non-work areas. Contractor shall confirm design CFM for all spaces affected by modifications and adjustments made to existing systems, and re-balance HVAC system(s) for all systems modified during construction.

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- L. The use of any “air hammers” or other impact equipment that will cause excessive noise or vibration shall be strictly prohibited during normal operational hours. Except for special situations where prior approval from the Warden/Superintendent/designee has been granted, the use of power impact tools for demolition is strictly prohibited inside occupied buildings.
- M. The use of any gasoline/kerosene/diesel-powered equipment inside occupied buildings shall be strictly prohibited, unless authorized by the Warden/Superintendent/designee.
- N. Exercise the utmost care to protect existing security systems, equipment, furniture, building finishes, site features and landscaping etc. from damage. Contractor shall report damage immediately, but no later than the end of the workday, to the Warden/Superintendent. Repair of security system cabling and cameras, lighting systems, fiber optic cabling and other critical systems shall be made immediately, and the costs of temporary replacement systems and TDOC labor, as needed, shall be the responsibility of the Contractor.
- O. Any portion of the existing buildings, furniture, equipment, etc. or existing utility and security services not included as part of the Work of this Contract or any portion of the Work damaged because of failure to provide the protection required, shall be removed and replaced with new materials and construction at the Contractor's expense. The work shall be accomplished subject to the Warden/Superintendent's approval.
- P. If the Contractor makes arrangements for closure of a corridor, hallway, egress routes, sidewalks, streets, etc. which provides access to other parts of the Institution's, building or office areas; the Contractor shall make provisions for alternative access to such other nearby areas. These proposed arrangements shall be acceptable to all authorities having jurisdiction and the Warden/Superintendent.
- Q. Institutional staff shall not receive deliveries for the Contractor or for the project. The Contractor shall receive all project related materials at their job site office or off-site, as required. Schedule deliveries to minimize use of site driveways and entrances.
- R. The Contractor, Sub-Contractors or their employees shall not use TDOC equipment or tools.

1.13 TRANSPORTATION FACILITIES:

- A. Provide adequate protection for lawns, curbs, and sidewalks over which trucks and equipment pass to reach the project site(s). Repair and replace all damaged lawns, curbs, sidewalks, and roadways at no cost to the Owner.
- B. Contractor shall provide flagmen and traffic control management while using areas of the project site or outside the project limits. The Contractor shall be responsible for maintaining pedestrian and vehicular traffic on local roads adjacent to and directly leading to and/or through the areas that are affected by the construction project. Prior to changing any traffic patterns, the Contractor shall submit a Maintenance-of-Traffic Plan identifying how the vehicular and pedestrian traffic flows will be modified, subject to the review and approval by the Warden/Superintendent, TDOC and authorities having jurisdiction. The Contractor shall provide proper signage and personnel to identify and manage temporary roadway relocations or locations where traffic may be impacted.

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C. Contractor's Vehicles

1. Personal vehicles for Contractor's employees shall be parked outside the secure perimeter of the Facility or to an off-site area as designated by the Warden/Superintendent. Parking permits may be required for all construction personnel and business vehicles. For any vehicles that are to be left overnight, the license number and numbers of vehicles must be reported to the Warden/Superintendent/designee on a daily basis. All vehicles left overnight shall be made inoperable.
2. Do not permit Contractor related vehicles to park on any street or other area of the Owner's property except in the area(s) so designated by the Warden/Superintendent/designee.
3. Vehicles and/or equipment, which cannot be taken outside the perimeter for refueling, will be refueled using gas cans. Once the refueling is completed the gas cans are to be removed from inside the Security Perimeter. No fuel tanks are permitted to be stored inside the Security Perimeter.
4. Work trucks, with logos and company names clearly visible, necessary to the progress of the project (as determined by the Warden/Superintendent) will be permitted on-site (within the secured perimeter) as needed if they are capable of being fully locked, including fuel tanks and tool compartments.
5. Vehicles entering the Security Perimeter site will be required to await an escort and remain in the company of the escort.
6. All vehicles shall be locked at all times. Any vehicle determined by the Warden/Superintendent to be a security threat, or represents what could be a threat, will not be allowed on state property.
7. All drivers shall have a valid driver's license. Vehicle drivers without a valid driver's license will not be granted access to TDOC property and may be banned from the site and subject to arrest by local authorities.

D. Construction Equipment:

1. "Street worthy" vehicles, such as automobiles or trucks, may not be stored within the secure perimeter during extended hours. Material delivery vehicles shall enter the compound, be unloaded, and depart the compound immediately after completion of the delivery. Tractors such as farm tractors and flatbed wagons are preferred for hauling materials from the staging area to the work area inside the secure perimeter.
2. Pending Warden/Superintendent's approval, during normal work hours the Contractor's superintendent may park one "street worthy" truck inside the Security Perimeter near the work area. The vehicle shall be locked, and the ignition key held by the security officer during the time the vehicle is parked. The vehicle shall have a locking gas cap.

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1.14 WORK SEQUENCE:

- A. The Work shall be executed to minimize disruption of activities at the project site(s) or buildings. Contractor shall submit a written and graphic plan for staging of demolition work, staging of work, layout and location of material staging areas, location of dust prevention partitions, security and any required system outages within seven (7) calendar days from the Notice to Proceed date. The Plan shall be reviewed, revised as required and approved prior to initiation of Work at site.
- B. The Warden/Superintendent shall be notified in writing seventy-two (72) hours prior to any utility, communication, electronic security Device(s) and systems, or HVAC system cut-off. The required notification of a cut-off or interruptions shall include, but not be limited to, service(s) to be cut-off, the expected impact on the Facility, the date and time of the cut-off and the anticipated duration of the cut-off. Notification shall pertain to all or any portion of the project site(s), Institution buildings, adjacent State of Tennessee sites, or private properties required by the progress of the Work. The Warden/Superintendent shall have final approval of the exact time for and duration of any proposed shutdown.
 - 1. Utility shutdowns or cut-offs impacting Central Control, medical and kitchen areas shall require a minimum of five (5) business days' notice and approval of the Warden/Superintendent.
 - 2. The Facility Safety Officer (FSO) and Facility Manager shall be notified to inspect and to determine that normal fire protection and utilities have been restored.
 - 3. Excessive scheduling of utility shutdowns or repeated requests to schedule and subsequent cancellation or re-scheduling of shutdowns may be subject to back-charges to the Contractor by the Institution.
 - 4. Utility disruptions will be allowed only when essential to the performance of the work, not for the convenience of the Contractor.
- C. Contractor shall not close-up, conceal or seal above ceiling spaces, utility chases or wall cavities without inspection and sign-off by the Warden/Superintendent or their designee. Provide the Warden/Superintendent a minimum of 24-hour notice of all required inspections. Failure to receive approval prior to concealment shall require the Contractor to provide adequate, as defined by the Warden/Superintendent, "open space" to inspect the concealed area before further work can proceed. Costs to repair/patch "open space" inspection holes shall be the Contractor's responsibility.

1.15 JOB SIGNS AND PUBLICITY RELEASES:

- A. Advertising Signage: The use or installation of Contractor or subcontractor advertising signage is prohibited. Do not display such advertising or job signs except as may be required for identification and deliveries.
- B. Owner-Furnished Warning Signs: Whenever required by the TDOC On-site Representative, TDOC furnished warning signs shall be posted in areas as directed.

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- C. The Contractor, sub-Contractors, vendors, material suppliers, etc. shall not release any information, story, photograph, plan or drawing relating information about the project to anyone, including the press or other public communications mediums.

1.16 CARE OF EXISTING FACILITIES:

- A. The Contractor shall be responsible for repair or replacement of existing facilities including any landscaping, paving, security and fencing systems, roads and sidewalks, and building contents damaged as a result of the performance of the work. Any facilities, contents or finishes damaged shall be repaired or replaced with materials and workmanship equivalent to that employed in executing the original work, or replace with new products of equal or better quality and to the satisfaction of TDOC and Owner's Representative.
- B. The Contractor shall take care not to overload the existing structure by storing material, erecting shoring, placing equipment or other materials upon or against the building.
- C. Maintain portions of the existing buildings affected by construction operation in a weather-tight and physically secure condition throughout the construction period.

1.17 PRISON RAPE ELIMINATION ACT – PREA

- A. TDOC follows PREA's zero tolerance for sexual contact or sexual misconduct. If the Contractor's employee(s) engage in sexual contact or sexual misconduct with staff or Inmates, they will be referred for criminal prosecution when applicable.
- B. If a Contractor's employees witness sexual contact and/or sexual misconduct, they are required to report such incident immediately to the on-duty TDOC Shift Commander or the Warden/Superintendent

1.18 SPECIAL PAYMENT APPLICATION REQUIREMENTS:

- A. Refer to Section 01 29 73 – Schedule of Values, sub-paragraph 1.02.D; the Contractor's payment Application's Schedule of Values shall be sub-divided and sub-totaled for each individual or distinct project work area or building as necessary for TDOC accounting or grant reporting.

EXHIBIT A - INSTITUTION SPECIFICATIONS**SUBSECTION 1 - INSTITUTION INFORMATION & EQUIPMENT REQUIREMENTS**

Data Category	Institution 1	Institution 2	Institution 3
Institution Name:	Bledsoe County Correctional Complex and Annex	Lois M DeBerry Special Needs Facility	Mark H Luttrell Correctional Center
Institution Address:	1045 Horsehead Road	7575 Cockrill Bend Boulevard	6000 State Road
	Pikeville, TN 37367	Nashville, TN 37209	Memphis, TN 38134
Average Daily Population (ADP):	2,366	766	201
Number of Beds:	2,521	800	440
Age of Institution:	1986 and 2013	1992	1975
Number of Buildings with Inmate Telephones:	26	9	5
Call Time Limit:	30 Minutes	30 Minutes	30 Minutes
Hours of Availability for Inmate Telephones:	All day	6:00 am - 8:30 pm	Weekdays: Main - 7:30 am - 9:30 pm
			Annex - 6:00 am - 10:00 pm Weekends: Both - 6:00 am to 12:00 am
Inmate Telephones Required:	197	110	41
Required Telephone Cord Length (Inmate Telephones):	24"	24"	24"
Portable/Cordless Phones Required:	12	30	0
ITS Workstations Required:	1	1	1

EXHIBIT A - INSTITUTION SPECIFICATIONS

SUBSECTION 1 - INSTITUTION INFORMATION & EQUIPMENT REQUIREMENTS

Data Category	Institution 1	Institution 2	Institution 3
TDD Devices Required:	1	1	1
Voice Devices Required:	1	1	1
Visitation Telephones Required (visitors):	0	0	0
Visitation Telephones Required (Inmate):	0	0	0
Required Telephone Cord Length (Visitation Telephones):	24"	24"	24"
Video Visitation Stations Required (Inmate):	76	66	30
Video Visitation Stations Required (visitor):	0	0	0
VVS Workstations Required:	1	1	1
Kiosks (Inmate):	34	33	15
Kiosk Workstation (mail room):	0	0	0
Lobby Kiosk (electronic money transfer):	0	0	0
Tablets:	1:1 ratio of Tablets to Offenders	1:1 ratio of Tablets to Offenders	1:1 ratio of Tablets to Offenders

EXHIBIT A - INSTITUTION SPECIFICATIONS

SUBSECTION 1 - INSTITUTION INFORMATION & EQUIPMENT REQUIREMENTS

Data Category	Institution 4	Institution 5	Institution 6
Institution Name:	Morgan County Correctional Complex and Annex	Northeast Correctional Complex and Annex	Northwest Correctional Complex
Institution Address:	541 Wayne Cotton Morgan Drive	5249 Highway 67 West	960 State Route 212
	Warburg, TN 37887	Mountain City, TN 37683	Tiptonville, TN 38079
Average Daily Population (ADP):	2,104	1,765	2,228
Number of Beds:	2,441	1,856	2,425
Age of Institution:	1980 and 2009	1983 and 2005	1980 and 1992
Number of Buildings with Inmate Telephones:	28	20	28
Call Time Limit:	30 Minutes	30 Minutes	30 Minutes
Hours of Availability for Inmate Telephones:	All day after 8:00 am	6:00 am to 9:00 pm	6:00 am to 10:00 pm
Inmate Telephones Required:	174	131	197
Required Telephone Cord Length (Inmate Telephones):	24"	24"	24"
Portable/Cordless Phones Required:	26	4	6
ITS Workstations Required:	1	1	1

EXHIBIT A - INSTITUTION SPECIFICATIONS

SUBSECTION 1 - INSTITUTION INFORMATION & EQUIPMENT REQUIREMENTS

Data Category	Institution 4	Institution 5	Institution 6
TDD Devices Required:	1	1	1
VRS Devices Required:	1	1	1
Visitation Telephones Required (visitors):	0	0	0
Visitation Telephones Required (Inmate):	0	0	0
Required Telephone Cord Length (Visitation Telephones):	24"	24"	24"
Video Visitation Stations Required (Inmate):	92	66	78
Video Visitation Stations Required (visitor):	0	0	0
VVS Workstations Required:	1	1	1
Kiosks (Inmate):	58	34	34
Kiosk Workstation (mail room):	0	0	0
Lobby Kiosk (electronic money transfer):	0	0	0
Tablets:	1:1 ratio of Tablets to Offenders	1:1 ratio of Tablets to Offenders	1:1 ratio of Tablets to Offenders

EXHIBIT A - INSTITUTION SPECIFICATIONS

SUBSECTION 1 - INSTITUTION INFORMATION & EQUIPMENT REQUIREMENTS

Data Category	Institution 7	Institution 8	Institution 9	Institution 10	Institution 11
Institution Name:	Riverbend Maximum Security Institution	South Central Correctional Center	Debra K. Johnson Rehabilitation Center	Turney Center Industrial Complex and Annex	West Tennessee State Penitentiary
Institution Address:	7475 Cockrill Bend Boulevard	555 Forest Avenue	3881 Stewarts Lane	1499 R.W. Moore Memorial Hwy.	480 Green Chapel Road
	Nashville, TN 37243	Clifton, TN 38425	Nashville, TN 37243	Only, TN 37140	Henning, TN 38041
Average Daily Population (ADP):	777	1,607	785	1,595	1,689
Number of Beds:	736	1,676	805	1,572	2,582
Age of Institution:	1987	1992	1966	1972 and 1982	1999
Number of Buildings with Inmate Telephones:	8	9	7	12	13
Call Time Limit:	30 Minutes	30 Minutes	30 Minutes	30 Minutes	30 Minutes
Hours of Availability for Inmate Telephones:	7:00 am to 9:00 pm	6:00 am to 10:00 pm	6:00 am to 9:00 pm	8:00 am to 10:00 pm	Weekdays: 6:30 am - 10:00 pm
					Weekends: 6:30 am to 12:00 am
Inmate Telephones Required:	140	93	93	168	206
Required Telephone Cord Length (Inmate Telephones):	24"	24"	24"	24"	24"
Portable/Cordless Phones Required:	28	2	17	4	24
ITS Workstations Required:	1	1	1	1	1

EXHIBIT A - INSTITUTION SPECIFICATIONS

SUBSECTION 1 - INSTITUTION INFORMATION & EQUIPMENT REQUIREMENTS

Data Category	Institution 7	Institution 8	Institution 9	Institution 10	Institution 11
TDD Devices Required:	1	1	1	1	1
VRS Devices Required:	1	1	1	1	1
Visitation Telephones Required (visitors):	0	0	0	0	0
Visitation Telephones Required (Inmate):	0	0	0	0	0
Required Telephone Cord Length (Visitation Telephones):	24"	24"	24"	24"	24"
Video Visitation Stations Required (Inmate):	92	84	50	60	92
Video Visitation Stations Required (visitor):	0	0	0	0	0
VVS Workstations Required:	1	1	1	1	1
Kiosks (Inmate):	46	42	24	34	38
Kiosk Workstation (mail room):	0	0	0	0	0
Lobby Kiosk (electronic money transfer):	0	0	0	0	0
Tablets:	1:1 ratio of Tablets to Offenders	1:1 ratio of Tablets to Offenders	1:1 ratio of Tablets to Offenders	1:1 ratio of Tablets to Offenders	1:1 ratio of Tablets to Offenders

EXHIBIT A - INSTITUTION SPECIFICATIONS

SUBSECTION 2 AVERAGE MONTHLY INMATE TELEPHONE CALLING STATISTICS (January thru December 2023)

Category	Number of Calls	Number of Minutes	Revenue
Bledsoe County Correctional Complex - Annex	41,903	493,964	\$54,337.85
Collect	26	218	\$23.98
Interlata/Intrastate	26	218	\$23.98
Interlata/Interstate	0	0	\$0.00
International	0	0	\$0.00
Intralata/Intrastate	0	0	\$0.00
Local	0	0	\$0.00
Debit (Usage)	16,345	184,199	\$20,263.70
Interlata/Intrastate	851	8,205	\$902.55
Interlata/Interstate	14,518	161,340	\$17,747.40
International	26	208	\$24.69
Intralata/Intrastate	333	5,264	\$579.04
Local	617	9,182	\$1,010.02
Pre-Paid Collect	25,532	309,547	\$34,050.17
Interlata/Intrastate	1,034	13,998	\$1,539.78
Interlata/Interstate	23,913	287,901	\$31,669.11
International	0	0	\$0
Intralata/Intrastate	279	2,338	\$257.18
Local	306	5,310	\$584.10
Bledsoe County Correctional Complex - Main	49,209	523,564	\$57,602.87
Collect	47	280	\$30.80
Interlata/Intrastate	47	280	\$30.80
Interlata/Interstate	0	0	\$0
International	0	0	\$0
Intralata/Intrastate	0	0	\$0
Local	0	0	\$0
Debit (Usage)	12,831	124,014	\$13,652.37
Interlata/Intrastate	509	5,198	\$571.78
Interlata/Interstate	12,270	118,500	\$13,035.00
International	23	85	\$20.18
Intralata/Intrastate	15	147	\$16.17
Local	14	84	\$9.24
Pre-Paid Collect	36,331	399,270	\$43,919.70
Interlata/Intrastate	783	6,708	\$737.88
Interlata/Interstate	35,357	390,530	\$42,958.30
International	0	0	\$0
Intralata/Intrastate	153	1,876	\$206.36
Local	38	156	\$17.16

SUBSECTION 2 AVERAGE MONTHLY INMATE TELEPHONE CALLING STATISTICS (January thru December 2023)

Category	Number of Calls	Number of Minutes	Revenue
Lois M. Deberry Special Needs Facility	17,427	240,536	\$26,463.46
Collect	6	50	\$5.50
Interlata/Interstate	0	0	\$0
Interlata/Intrastate	6	50	\$5.50
International	0	0	\$0
Intralata/Intrastate	0	0	\$0
Local	0	0	\$0
Debit (Usage)	5,029	57,686	\$6,349.93
Interlata/Interstate	265	2,756	\$303.16
Interlata/Intrastate	4,523	52,707	\$5,797.77
International	4	58	\$10.85
Intralata/Intrastate	131	738	\$81.18
Local	106	1,427	\$156.97
Pre-Paid Collect	12,392	182,800	\$20,108.03
Interlata/Interstate	195	2,655	\$292.05
Interlata/Intrastate	11,822	173,950	\$19,134.50
International	1	30	\$3.33
Intralata/Intrastate	129	2,357	\$259.27
Local	245	3,808	\$418.88
Mark H. Luttrell Correctional Center	9,164	134,482	\$14,793.02
Collect	0	0	\$0
Interlata/Interstate	0	0	\$0
Interlata/Intrastate	0	0	\$0
International	0	0	\$0
Intralata/Intrastate	0	0	\$0
Local	0	0	\$0
Debit (Usage)	3,579	49,251	\$5,417.61
Interlata/Interstate	293	1,247	\$137.17
Interlata/Intrastate	3,221	46,643	\$5,130.73
International	0	0	\$0
Intralata/Intrastate	10	203	\$22.33
Local	55	1,158	\$127.38
Pre-Paid Collect	5,585	85,231	\$9,375.41
Interlata/Interstate	154	3,089	\$339.79
Interlata/Intrastate	5,407	81,781	\$8,995.91
International	0	0	\$0
Intralata/Intrastate	14	285	\$31.35
Local	10	76	\$8.36
Morgan County Correctional Complex (Phase I)	31,106	355,443	\$39,098.73
Collect	8	43	\$4.73

SUBSECTION 2 AVERAGE MONTHLY INMATE TELEPHONE CALLING STATISTICS (January thru December 2023)

Category	Number of Calls	Number of Minutes	Revenue
Interlata/Interstate	4	29	\$3.19
Interlata/Intrastate	4	14	\$1.54
International	0	0	\$0
Intralata/Intrastate	0	0	\$0
Local	0	0	\$0
Debit (Usage)	8,722	92,144	\$10,135.84
Interlata/Interstate	838	10,453	\$1,149.83
Interlata/Intrastate	7,773	80,345	\$8,837.95
International	0	0	\$0
Intralata/Intrastate	110	1,326	\$145.86
Local	1	20	\$2.20
Pre-Paid Collect	22,376	263,256	\$28,958.16
Interlata/Interstate	503	6,043	\$664.73
Interlata/Intrastate	21,463	252,865	\$27,815.15
International	0	0	\$0
Intralata/Intrastate	410	4,348	\$478.28
Local	0	0	\$0
Morgan County Correctional Complex (Phase II)	41,673	534,456	\$58,792.07
Collect	101	1,684	\$185.24
Interlata/Interstate	88	1,610	\$177.10
Interlata/Intrastate	0	0	\$0
International	0	0	\$0
Intralata/Intrastate	13	74	\$8.14
Local	0	0	\$0
Debit (Usage)	11,873	135,387	\$14,894.48
Interlata/Interstate	424	4,975	\$547.25
Interlata/Intrastate	10,919	123,091	\$13,540.01
International	162	990	\$110.81
Intralata/Intrastate	368	6,331	\$696.41
Local	0	0	\$0
Pre-Paid Collect	29,699	397,385	\$43,712.35
Interlata/Interstate	1,817	28,289	\$3,111.79
Interlata/Intrastate	27,617	365,947	\$40,254.17
International	0	0	\$0
Intralata/Intrastate	253	3,026	\$332.86
Local	12	123	\$13.53
Northeast Correctional Complex	47,436	659,328	\$72,528.68
Collect	19	57	\$6.27
Interlata/Interstate	17	38	\$4.18
Interlata/Intrastate	2	19	\$2.09

SUBSECTION 2 AVERAGE MONTHLY INMATE TELEPHONE CALLING STATISTICS (January thru December 2023)

Category	Number of Calls	Number of Minutes	Revenue
International	0	0	\$0
Intralata/Intrastate	0	0	\$0
Local	0	0	\$0
Debit (Usage)	15,282	196,149	\$21,578.42
Interlata/Interstate	477	7,233	\$795.63
Interlata/Intrastate	14,212	182,018	\$20,021.98
International	74	1,111	\$124.24
Intralata/Intrastate	0	0	\$0
Local	519	5,787	\$636.57
Pre-Paid Collect	32,135	463,122	\$5,943.99
Interlata/Interstate	1,137	16,660	\$1,832.60
Interlata/Intrastate	29,332	414,538	\$45,599.18
International	34	561	\$62.28
Intralata/Intrastate	0	0	\$0
Local	1,632	31,363	\$3,449.93
Northeast Correctional Complex - Annex	0	0	\$0
Collect	0	0	\$0
Interlata/Interstate	0	0	\$0
Interlata/Intrastate	0	0	\$0
Local	0	0	\$0
Debit (Usage)	0	0	\$0
Interlata/Interstate	0	0	\$0
Interlata/Intrastate	0	0	\$0
International	0	0	\$0
Local	0	0	\$0
Pre-Paid Collect	0	0	0
Interlata/Interstate	0	0	\$0
Interlata/Intrastate	0	0	\$0
International	0	0	\$0
Local	0	0	\$0
Northwest Correctional Complex	48,476	551,249	\$60,675.68
Collect	110	1,120	\$123.20
Interlata/Interstate	15	108	\$11.88
Interlata/Intrastate	6	83	\$9.13
International	0	0	\$0
Intralata/Intrastate	89	929	\$102.19
Local	0	0	\$0
Debit (Usage)	12,552	119,413	\$13,173.44
Interlata/Interstate	264	2,808	\$308.88
Interlata/Intrastate	11,858	113,495	\$12,484.45

SUBSECTION 2 AVERAGE MONTHLY INMATE TELEPHONE CALLING STATISTICS (January thru December 2023)

Category	Number of Calls	Number of Minutes	Revenue
International	78	473	\$90.04
Intralata/Intrastate	341	2,400	\$264.00
Local	11	237	\$26.07
Pre-Paid Collect	35,814	430,716	\$47,379.04
Interlata/Interstate	805	10,733	\$1,180.63
Interlata/Intrastate	33,980	406,806	\$44,748.66
International	26	299	\$33.17
Intralata/Intrastate	843	10,498	\$1,154.78
Local	160	2,380	\$261.80
Riverbend Maximum Security Institution	23,378	337,352	\$30,739.28
Collect	433	3,993	\$317.65
Interlata/Interstate	7	94	\$19.71
Interlata/Intrastate	25	260	\$41.53
International	0	0	\$0
Intralata/Intrastate	3	42	\$4.59
Local	398	3,598	\$251.83
Debit (Usage)	6,990	95,550	\$7,949.24
Interlata/Interstate	158	2,036	\$427.61
Interlata/Intrastate	623	7,366	\$1,178.57
International	5	47	\$26.45
Intralata/Intrastate	647	7,640	\$840.43
Local	5,561	78,493	\$5,494.49
Pre-Paid Collect	15,956	237,810	\$22,472.39
Interlata/Interstate	718	8,403	\$1,764.65
Interlata/Intrastate	3,395	41,424	\$6,627.85
International	0	0	\$0
Intralata/Intrastate	1,561	23,028	\$2,533.05
Local	10,282	164,955	\$11,546.83
South Central Correctional Facility	31,151	377,199	\$49,600.50
Collect	49	680	\$85.67
Interlata/Interstate	10	140	\$29.30
Interlata/Intrastate	12	145	\$23.20
International	0	0	\$0
Intralata/Intrastate	14	138	\$15.15
Local	12	257	\$18.02
Debit (Usage)	7,914	86,249	\$10,863.76
Interlata/Interstate	673	6,067	\$1,274.02
Interlata/Intrastate	2,550	21,620	\$3,459.24
International	5	20	\$11.36
Intralata/Intrastate	4,098	50,665	\$5,573.12

SUBSECTION 2 AVERAGE MONTHLY INMATE TELEPHONE CALLING STATISTICS (January thru December 2023)

Category	Number of Calls	Number of Minutes	Revenue
Local	591	7,888	\$552.14
Pre-Paid Collect	23,188	290,271	\$38,651.06
Interlata/Interstate	1,956	21,830	\$4,584.27
Interlata/Intrastate	9,284	109,049	\$17,447.90
International	0	0	\$0
Intralata/Intrastate	10,559	136,536	\$15,019.01
Local	1,389	22,855	\$1,599.88
Debra K. Johnson Rehabilitation Center	27,754	327,588	\$34,653.31
Collect	21	207	\$30.86
Interlata/Interstate	3	47	\$9.89
Interlata/Intrastate	7	80	\$12.75
International	0	0	\$0
Intralata/Intrastate	8	66	\$7.23
Local	4	14	\$1.00
Debit (Usage)	9,315	113,650	\$10,795.05
Interlata/Interstate	440	4,190	\$879.96
Interlata/Intrastate	1,782	18,460	\$2,953.66
International	11	21	\$9.17
Intralata/Intrastate	1,325	14,549	\$1,600.36
Local	5,762	76,439	\$5,350.74
Pre-Paid Collect	18,418	213,732	\$23,827.41
Interlata/Interstate	1,889	19,831	\$4,164.53
Interlata/Intrastate	4,784	53,181	\$8,508.94
International	0	3	\$2.71
Intralata/Intrastate	3,287	32,555	\$3,581.07
Local	8,457	108,163	\$7,571.42
Turney Center Industrial Complex	46,757	615,837	\$70,175.65
Collect	38	362	\$49.99
Interlata/Interstate	13	85	\$17.80
Interlata/Intrastate	8	34	\$5.50
International	0	0	\$0
Intralata/Intrastate	18	243	\$26.69
Local	0	0	\$0
Debit (Usage)	14,461	179,154	\$19,175.11
Interlata/Interstate	681	7,475	\$1,569.81
Interlata/Intrastate	2,877	29,872	\$4,779.51
International	3	33	\$26.76
Intralata/Intrastate	6,525	71,870	\$7,905.73
Local	4,374	69,904	\$4,893.29
Pre-Paid Collect	32,257	436,321	\$50,950.55

SUBSECTION 2 AVERAGE MONTHLY INMATE TELEPHONE CALLING STATISTICS (January thru December 2023)

Category	Number of Calls	Number of Minutes	Revenue
Interlata/Interstate	1,567	18,879	\$3,964.49
Interlata/Intrastate	9,615	110,911	\$17,745.76
International	0	0	\$0
Intralata/Intrastate	14,207	194,578	\$21,403.60
Local	6,868	111,953	\$7,836.70
Turney Center Industrial Complex - Annex	11,832	148,407	\$18,379.19
Collect	5	49	\$8.82
Interlata/Interstate	1	27	\$5.58
Interlata/Intrastate	2	15	\$2.38
Intralata/Intrastate	3	8	\$0.86
Local	0	0	\$0
Debit (Usage)	2,418	23,378	\$2,897.93
Interlata/Interstate	105	903	\$189.57
Interlata/Intrastate	620	5,571	\$891.37
Intralata/Intrastate	1,621	15,843	\$1,742.75
Local	72	1,061	\$74.25
Pre-Paid Collect	9,411	125,002	\$15,476.51
Interlata/Interstate	642	6,538	\$1,372.93
Interlata/Intrastate	2,260	29,492	\$4,718.77
Intralata/Intrastate	5,998	78,919	\$8,681.04
Local	511	10,054	\$703.77
West Tennessee State Penitentiary	60,369	717,416	\$78,916.36
Collect	33	409	\$35.97
Interlata/Interstate	12	91	\$10.01
Interlata/Intrastate	18	213	\$23.43
International	0	0	\$0
Intralata/Intrastate	3	23	\$2.53
Local	0	0	\$0
Debit (Usage)	20,889	221,897	\$24,467.96
Interlata/Interstate	513	5,019	\$552.09
Interlata/Intrastate	4,850	45,361	\$7,257.80
International	9	39	\$39.07
Intralata/Intrastate	3,339	38,094	\$4,190.39
Local	2,153	31,374	\$2,196.19
Pre-Paid Collect	39,447	494,658	\$54,412.43
Interlata/Interstate	3,301	41,901	\$8,799.23
Interlata/Intrastate	20,797	238,557	\$38,169.05
International	0	3	\$3.09
Intralata/Intrastate	12,112	171,962	\$18,915.80
Local	7,444	125,590	\$8,791.28

EXHIBIT A - INSTITUTION SPECIFICATIONS	
SUBSECTION 3- PROBATION OFFICES	
Crump Office (District 70)	
32 W. E.H. Crump Blvd.	
Memphis TN 38106	
Columbia Office (District 51)	
2506 Pillow Drive	
Columbia TN 38401	
Overton Crossing (District 71)	
2584 Overton Crossing	
Memphis TN 38127	
Clarksville Office (District 80)	
100 Providence Blvd., Suite A	
Clarksville TN 37042	
Murfreesboro Office (District 50)	
1711 Old Fort Parkway	
Murfreesboro TN 37129	
Johnson City Office (District 10)	
195 Freckles Court	
Johnson City TN 37601	
Cookeville Office (District 31)	
442 Neal Street East	
Cookeville TN 38501	
Clinton Office (District 21)	
101 E. Center State Business Park	
Clinton TN 37716	
Jackson Office (District 60)	
1611 Hollywood Drive	
Jackson TN 38305	
Dresden Office (District 61)	
PO Box 749	
8539 Highway 22	
Dresden TN 38225	
Memphis Knight Arnold Road (District 72)	
3973 Knight Arnold Road	
Memphis TN 38118	

EXHIBIT B

Platforms with Full Suite of Education Products

Education & Reentry Packages

ViaPath is introducing an Education and Reentry Program with two suites of Education and Reentry focused Content - The Foundations Package and the Premium Package.

The Foundations Package is included as a standard no cost offering to our customers and consists of both a Content Management System (CMS) and Learning Management System (LMS). This package includes a wide range of educational and reentry-focused content available through both ViaPath applications and the content management system. The content includes over 500 courses and training programs plus 1000's of learning resources. Instructors have the ability to monitor student progress, administer testing, and provide certificates of completion. The LMS offers more than 300+ eLearning courses in a variety of categories.

Content is categorized to make it easy for learners to navigate and understand. Our Education and Reentry courses contain some of the most robust content in the industry and include:

- Electronic library
- GED and HISET prep through our CMS and LMS
- Rehabilitation courses intended to improve personal resilience and reduce recidivism
- Courses geared towards career exploration, job search and resume building
- Faith-based courses for religious education and self-actualization
- Substance abuse and mental health self-help courses
- Academic and vocational educational courses - accessed securely via ViaPath tablets

Foundations Package

Content Management System (CMS) and CORE Content

The CMS is the heart of the ViaPath Foundations package and includes 650+ courses and over 20,000 learning resources. The entire catalog of materials is open to all users, eliminating the need for staff to assign specific courses to users to make them available; however, staff do have the ability to assign courses to specific students to help them manage their education and personal growth journey.

CORE contains free content that includes the following topic areas:

- Careers & Job Skills (60+ Courses)
- Mental Health & Meditation (15+ Courses)
- GED/ HISET: Math & Finance (15+ Courses)
- GED/ HISET: Language Arts (100+ Courses)
- GED/ HISET: Science & Social Science (15+ Courses)
- Religion & Spirituality (175+ Courses)

- Spanish Content (55+ Courses) and Spanish CC Translation for all videos and content
- Medicine & Health (15+ Courses)
- Family & Personal Growth (30 Courses)
- Personal Growth (20+ Courses)
- Resources (400 + Courses)

The CMS also provides a platform for our partners to publish their content. The use of CMS in this manner means that most of our partner content is available through one seamless interface.

Course Development by the Agency and Agency Partners

The platform includes a fully functional and intuitive Course Editor that allows staff members (including case managers and partner agencies who are given proper permissions) to create coursework with a wide range of customizations. Creators can add as many courses, lessons, and pages they would like to exist within a course. Each page can include any range of titles, text fields, videos (.mp4), audio files (.mp3) reading files (PDFs), images (.jpg, .png, .gif), and quiz-type questions as they would like in an order that best fits the needs of the course. Quizzes and checkpoints can include multiple choice questions (with applicable correct answers and explanations), survey questions, pre-condition logic, short answer, and essay questions. The courses created by the agency and agency partners are published and hosted at no extra cost.

Learning Management System

ViaPath offers eLearning powered through our partnerships with Edovo--can be enabled on your ViaPath tablets today at no cost to you or your incarcerated population and includes 30,000 learning hours of content and curriculum.

And CypherWorx—Over 2,000 eLearning hours in a variety of categories, offering the latest online training course content, and the technology to make the training easily accessible to all.

The eLearning LMS offers a robust catalog of courses and is the primary provider for GED preparation, professional development, and vocational/professional certifications. The LMS offers over 170 professional certifications in a wide variety of professional fields, including project management, IT helpdesk, ViaPath is proud to provide the LMS platform at no additional cost as part of the Foundations package; each of these professional certification programs would cost hundreds of dollars if privately secured.

Customized or new content can be developed and added as needed. The LMS and courses are designed to be easily accessed through the ViaPath Inspire tablets, making training both easy and secure.

Parks Insurance

Providing a G.I.F.T. (Giving Insurance Freely for Transition) to Incarcerated Individuals. Our plans can reduce the burden of returning citizens receiving proper healthcare.

Benefits may include:

- Free Physicals
- Prescription Drug Coverage
- Mental Health Counseling
- All Pre-Existing Conditions

Available Enrollment Year-Round

2nd Chance Hiring

To provide returning citizens with the most opportunity and hiring potential, ViaPath offers various solutions for second chance hiring. This solutions include CareerOneStop, Honest Jobs and ViaPath's wholly owned subsidiary 3V Technologies d/b/a 2C Workforce Solutions (2C) staffing firm.

2C Workforce Solutions

2C is a traditional commercial staffing firm with an additional focus on supporting returning citizens. They are focused on connecting people with opportunities to make a difference. With the motivation to make impactful changes to the lives of candidates, business partners and employers, and the communities to which they support.

Types of staffing solutions offered:

- Flexible/Contingent Staffing
- Project Staffing
- Onsite Management
- Direct Hires
- Long Term Temporary Hiring
- Reentry Hiring

Lead industries:

- Industries
- Manufacturing
- Distribution
- Contact Center
- E-commerce
- Information Technology
- Administrative

CareerOneStop

ViaPath can provide inmates with access the US Department of Labor's Education and Training Administration (ETA) job search help content and tools, such as: career assessments and matches, resume writing assistance, average salary information, job matches in their area, and much more. ETA content works in conjunction with our other programs to facilitate inmates' access to the help, training, and resources they need to improve their chances of success once released.

By providing access to the DOL application, ViaPath adds to its holistic approach to improve conditions for inmates and increase chances of successful reentry.

Honest Jobs

Post-release, users can create an account on the Honest Jobs website and gain access to a national "Digital Resource Center" which connects them with helpful resources such as food, transportation, housing and more.

Honest Job Courses

The course is designed to walk formerly incarcerated persons through utilizing Honest Jobs.

The course covers all the steps with specific screenshots and links to guide them through the entire process of job hunting:

- Creating an account
- Searching for a job
- Applying for a job
- Interviewing
- Accepting a position

The course also includes additional resources, downloadable PDFs, and other information to be successful in their new job

Post Release Continued Education, Reentry and Reintegration Training

By utilizing their ID and name, for one-year post-release, returning citizens can continue their training and access any course catalogs that were in progress when they were incarcerated. Providing returning citizens the ability to continue with no interruption in their education programs. They will have full access to print certificates as proof of skills for employment.

System accessed via the ViaPath website, includes resources, supportive documents, registry of organizations that support reintegration, all course catalogs, and the New ViaPath Career Readiness Learning Path and Learner Assessment It is accessible on any mobile or desktop device.

Reentry Resource Database

Provides easy searchable access to hundreds of organizations that support reintegration

Organized by topic areas:

- Drug and Alcohol Abuse
- Education and Employment
- Financial
- Health
- Housing
- Legal
- Life Skills

Detailed information on each agency with direct links to access their website, email and phone

Learner Assessment

Learners are asked a series of questions in four Competency areas

- Life Skills
- Job Skills
- Professional Development

- Career Interests

Based on their answers to questions in each competency, they are assigned personalized courses that support their unique and reintegration training needs.

Career Readiness Learning Path

Learning Path to assist currently, and formerly, incarcerated individuals to be ready for careers upon reintegration

Organized by topic areas:

- Career Planning
- Workplace Skills
- Applying for Jobs
- Using Computers
- Email and Business Communication
- Skills for Today
- Work Life
- Using the Internet
- Money Management
- Using Honest Jobs

Learning Path includes 25 eLearning courses to support career readiness

Learners receive a certificate of completion that can be printed, saved in digital format, and/or uploaded to LinkedIn post-incarceration.

Career Readiness Learning Path Course List

- | | |
|-----------------------------|---|
| • Beginning a New Career | • Gmail |
| • Careers Without College | • Beyond Email |
| • Job Search and Networking | • Career Planning and Salary |
| • Business Communication | • Job Success |
| • Interviewing Skills | • Workplace Basics |
| • Resume Writing | • Critical Thinking and Decision Making |
| • Cover Letters | • Adapting to Change |
| • Job Applications | • Freelance Work |
| • Honest Jobs | • Career Experiences |
| • Becoming Tech Savvy | • Internet Safety |
| • Computer Basics | • Digital Media Literacy |
| • Basic Computer Skills | • Money Basics |
| • Email Basics | • Online Money Tips |

Premium Premier Education Package

In addition to our proposed Foundations package, we also have optional Premium Education and Rehabilitation content packages that ViaPath can offer that provides more specific and in-depth specialty programs.

ToolingU

ToolingU offers returning citizens the foundation needed to secure an in-demand job in the manufacturing field.

The user friendly, self-paced curriculum aligns to industry credentials, such as National Institute for Metalworking Skills (NIMS), Manufacturing Skills Standards Council (MSSC), American Welding Society (AWS), NOCTI, Smart Automation, Certification Alliance (SACA), Siemens Mechatronics certifications, and SME certifications for additive manufacturing, lean and certified manufacturing.

These programs provide a comprehensive review of key concepts related to these certifications. Each one provides vocabulary and definitions, interactive exercises, and pre- and post-course tests. The robust content covers assembly, composite processing, machining, maintenance, smart manufacturing, stamping/forming/fabricating and supervisory essentials. This industry-leading program provides educators with a comprehensive and effective roadmap for professional and workforce development that aligns with industry-recognized standards. ToolingU provides a curriculum that educators can adopt and assign to the incarcerated learner. Learners must be enrolled in the relevant class to gain access to the ToolingU materials, which are managed by the facility and educational institution.

Breaking Free

Breaking Free from Substance Abuse is an evidence-based and clinically robust digital behavior change intervention for Substance Use Disorders (SUD) tailored to secure correctional environments. The program has supported the recovery of over 100,000 people in the US, UK, and Canada. Results of the treatment can be found in over 35 peer-reviewed research studies.

The Breaking Free from Substance Abuse computer-assisted therapy enables recovery from dependence on drugs including opiates and new psychoactive substances. The interactive, engaging and highly personalized program delivers cognitive behavior therapy at scale and integrates therapeutic approaches such as mindfulness, motivational enhancement, and harm reduction. The 24/7 availability on ViaPath tablets is very meaningful in a treatment setting where the patient may encounter a using trigger outside of the normal business hours of the facility support staff. Most importantly, the Breaking Free from Substance Abuse program complements and strengthens the existing treatment and rehabilitative programs within facilities.

In addition to reducing demand for drugs and the violence and disruption caused by substance misuse within prisons, Breaking Free from Substance Abuse provides essential continuity of care for substance-involved inmates beyond the prison walls as they can continue using it to support their recovery after they have re-entered.

RIDER AGREEMENT

This Rider Agreement (“Rider Agreement”) is made by and between **Global Tel*Link Corporation d/b/a ViaPath Technologies** (“Contractor”) on behalf of itself and its subsidiaries and Affiliates (as defined in the attached Terms and Conditions), and the **State of Tennessee, Central Procurement Office on behalf of the Department of Correction**, with an address of 320 Sixth Avenue North 6th Floor, Nashville, TN 37243 (the “State”) (Contractor and State collectively, the “Parties” and each a “Party”). This Agreement is binding upon execution of the named Parties as of the last date signed by the Parties (“Effective Date”).

1. **Services.** This Rider Agreement applies to the supply, installation, management, operation, and maintenance of equipment and services at State locations, whether existing, newly installed, or renovated (“Facilities”) as listed and described in each of the attached Service Schedules (collectively, the “Services”). Each Service listed in the Service Schedules contains specific terms and conditions which shall be incorporated by reference into this Rider Agreement. The Service Schedules indicated below are incorporated into this Rider Agreement:
 - ☐ Enhanced Services - IP-Enabled Tablets (Mail Scanning)
2. **Service Schedules.** Any Contractor Affiliate may provide services in its own name under a Service Schedule which shall then be considered a separate, but associated, contract incorporating this Rider Agreement and the attached Terms and Conditions; provided, however, that Contractor is responsible for its Affiliates’ performance pursuant to the applicable Service Schedule. The Contractor Affiliate listed in a Service Schedule is only responsible for the performance of the Services set forth in that Service Schedule.
3. **Term.** This Rider Agreement shall be in effect through December 31, 2025, unless terminated early or extended in accordance with the terms and conditions of the State of Nevada Cooperative Contract and is intended to be coterminous with the Participating Addendum to Master Contract 99SWC-NV22-1 3385 between Contractor and the State. Renewal options (if any): Three (3) additional periods of one (1) year each.
4. **Entire Agreement.** This Rider Agreement to the State of Nevada Cooperative Contract modifies and incorporates the State of Nevada Cooperative Contract (**Exhibit A**) in order to establish the terms and conditions under which Contractor will provide services to the State pursuant to the Contract (collectively the “Cooperative Contract”). Further, this Rider Agreement is governed by the terms of Attachment 1 to the Participating Addendum to NASPO Master Agreement NO. 99SWC-NV22-13385 between Contractor and the State. This Rider Agreement consists of the Cooperative Contract Terms and Conditions, all Service Schedules appended hereto. This Rider Agreement constitutes the entire agreement between State and the Contractor, and supersedes all other agreements between the Parties pertaining to the subject matter hereof. If a conflict arises, the order of precedence is: (i) this Rider Agreement, (ii) Attachment 1 to the Participating Addendum to NASPO Master Agreement NO. 99SWC-NV22-1 3385 between Contractor and the State, and (iii) the Cooperative Contract. In the event of a conflict or inconsistency pertaining to the subject matter hereof between the terms set forth in the Rider Agreement, including the Terms and Conditions, the Cooperative Contract, Attachment 1 to the Participating Addendum to NASPO Master Agreement NO. 99SWC-NV22-1 3385 between Contractor and the State, and a Service Schedule, the terms of the Service Schedule shall control.
5. **Notices.** Any notice, demand, request, approval or other communication (a “notice”) which, under the terms of this Rider Agreement or by law, must or may be given by either Party, must be in writing and delivered personally or by a recognized commercial overnight mail carrier to a Party at the address provided below. Notices, including notice of change of contact information, are effective upon delivery.

To Contractor:

Global Tel*Link Corporation
d/b/a ViaPath Technologies
3120 Fairview Park Drive, Suite 300
Falls Church, VA 22042
Phone: (703) 955-3911
ATTN: Legal Department

To State:

Tennessee Department of Correction
320 Sixth Avenue North 6th Floor
Nashville, TN 37243
Phone: 615-917-2040
ATTN: Valerie Murtha, Assistant Commissioner, Finance Division/Chief Financial Officer
Email: Valerie.murtha@tn.gov

6. This Rider Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Rider Agreement on behalf of the Party for which they are signing.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the Parties hereto, as of the latest date listed below.

Contractor

**Global Tel*Link Corporation
d/b/a ViaPath Technologies
on behalf of itself and its Affiliates**

By: 
Name: Alicia Freeman
Title: SVP Contracts & Procurement
Date: May 31, 2024

State

**State of Tennessee, Central Procurement
Office on behalf of the Department of
Correction**

By: 
Name: Michael F Perry
Title: Chief Procurement Officer
Date: May 31, 2024

Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of TN, ou=Department
of General Services, email=Mike.Perry@tn.gov, c=US
Date: 2024.05.31 16:01:34 -0500

Tablet Service Schedule
Enhanced Services - IP-Enabled Tablets (Mail Scanning)

1. Applicability. This Service Schedule applies only to the enhanced services referenced. Where “Contractor” is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

2. Definitions. Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

“Agreement” means the contract to which this Service Schedule is attached.

“Enhanced Services” means mail scanning services.

“IP-Enabled Tablets” (or “Tablets”) means a tablet device capable of allowing access to Enhanced Services.

3. Deployment Locations. Enhanced Services will be deployed at the locations where Tablets are installed pursuant to the Participating Addendum to NASPO Master Agreement NO. 99SWC-NV22-13385 between Contractor and the State (individually “Location” and collectively “Locations”). Contractor reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Contractor to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

4. Enhanced Services. Contractor will provide the following Enhanced Services via the Tablets which are provided under the Participating Addendum to NASPO Master Agreement No. 99SWC-NV22-13385 between Contractor and the State:

Mail Scanning Solution: At the State’s request, the Contractor agrees to scan non-legal inmate mail into electronic format that the facility can then deliver electronically to the original inmate recipient. The inmates’ mail will be directed to a mail scanning location designated by Contractor, where such inmates’ mail will be opened, scanned, and delivered electronically to the State and/or Contractor, for delivery via the Tablets to the inmates. The State will provide instructions to those desiring to send mail to inmates, on the address to send the mail, and other information for delivery. The Parties agree that any rule, regulation, statute, or court order, or other change mandated by any federal, state, or local authority which may interfere with, materially alter, or adversely affect Contractor’s rights or obligations related to Mail Scanning under this Agreement, shall require the Parties to enter into good faith negotiations to renegotiate the terms of this Mail Scanning service. Any additional costs to Contractor resulting from changes mandated by federal, state, or local authorities shall be reimbursed to Contractor by State until such time that a new agreement on the terms of the Mail Scanning service is reached. Should the parties fail to agree on new terms for the Mail Scanning service, the Contractor shall be released from any and all further obligation to the State to provide the Mail Scanning service. Any changes to the Mail Scanning service do not affect the Parties’ rights and obligations under the rest of this Agreement.

State must prescribe the location for friends and family to send US mail to inmates to the designated mail scanning facility and exclude any legal mail from being sent, and to provide the requested authorization to Contractor for opening and scanning of the mail (excluding legal mail).

Contractor shall provide for and ensure the completion of the following:

- a) Provide inmates with electronic access to scanned non-private postal mail at no cost to the inmate or the public.
- b) Receives, scans and makes mail available at a minimum of 5 days per week (Monday through Friday 8am – 4:30 pm) excluding state holidays.
- c) Processes and makes available high definition color scans of inmate mail within 24 hours of it being received by the State.
- d) Inmate mail will be returned to sender if marked inappropriate.
- e) Tracks when the scanned mail is approved by facility and released to the inmate to be viewed on the tablet.
- f) Has the ability to accept or reject all of sender’s contents per mailing.
- g) Tracks each individual document with a unique identifier that is searchable via the database.
- h) Retains a searchable database for each registered sender and all correspondence received.
- i) Allows inmates to zoom in and out of documents to clearly read smaller details.
- j) Allows inmates to report issues with specific documents via the platform.
- k) Inmate accounts must be secured (e.g. password protected) to prevent unauthorized access by other inmates.

- l) System must have fraud prevention capabilities to prevent unauthorized access by users System must allow for the assignment of unique credentials such that inmates may access mail even if transferred without requiring account reconfiguration. Agency must be able to search for specific parameters without vendor assistance.
- m) Vendor must provide maintenance and support, including after hours (specify support features, communication methods (web, email, phone) and hours provided)
- n) Agency must be able to print mail for an individual inmate. (This is currently in development and will be available upon release)
- o) Capability for mail to be automatically delivered to the inmate without review.
- p) Ability to notify investigators of inmates under investigation.
- q) Capability to initiate support request while reviewing the mail.
- r) Capability to place all mail in a holding queue without being accepted or rejected while awaiting further review.
- s) If error is detected, mail can be able to be reassigned to another inmate within the same facility or different DOC location.
- t) If mail is approved in error, system allows for mail to be returned to approval queue and/or deleted.
- u) Vendor must provide and support all hardware and software using screened personnel.
- v) Vendor must supply isolated, separate network.
- w) Vendor must provide separate internet connectivity.

There is no charge to State for Mail Scanning service.

Exhibit A

State of Nevada Cooperative Contract

(see next page)

STATE OF NEVADA COOPERATIVE CONTRACT

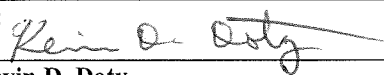
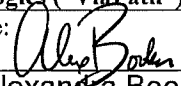
Master Agreement Number:	99SWC-NV22-13385
Solicitation Number:	99SWC-S1154
Title:	Inmate Communications

Government Entity:	State of Nevada, Department of Administration, Purchasing Division		
Address:	515 E Musser St, Ste 300		
City, State, Zip Code:	Carson City, NV 89701		
Contact:	Heather Moon, Purchasing Officer II		
Phone:	775-684-0179	Email:	hmoon@admin.nv.gov

Contractor:	Global Tel*Link Corporation d/b/a ViaPath Technologies (“ViaPath”)		
Address:	3120 Fairview Park Drive, Suite 300		
City, State, Zip Code:	Falls Church, VA 22042		
Contact:	Doug Farmer, Account Executive		
Phone:	540-935-6605	Email:	douglas.farmer@gtl.net

1. **SCOPE.** This purpose of this contract is to provide Inmate Communications. Awarded Category 4 – Digital Mail.
2. **TERM.** Effective Date: 01/01/2023 – 12/31/2025 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): Three (3) additional periods of one (1) year each.
3. **ATTACHMENTS**
 - 3.1. The following documents are incorporated in descending order of constructive precedence.
 - A. NEGOTIATED ITEMS
 - B. PARTICIPATING ADDENDUM TERMS AND CONDITIONS
 - C. STANDARD TERMS AND CONDITIONS
 - D. INSURANCE SCHEDULE
 - E. SCOPE OF WORK
 - F. COST SCHEDULE
 - 3.2. The following documents are incorporated by reference but not attached.
 - A. RFP SOLICITATION AND AMENDMENTS
 - B. VENDOR RESPONSE
 - C. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 2 above.

Government Entity: State of Nevada	Contractor: Global Tel*Link Corporation d/b/a ViaPath Technologies ("ViaPath")
Signature: 	Signature: 
Name: Kevin D. Doty	Name: Alexandra Booker
Title: Administrator	Title: Contracts Manager
Date: 3/22/23	Date: March 21, 2023

ATTACHMENT A

NEGOTIATED ITEMS

Any entity signing on to this cooperative must make the following assurances:

FURTHER ASSURANCES. During the Term, including any renewal period(s) and extensions, the State agrees:

To reasonably protect the Equipment against willful abuse and promptly report any damage, Services failure or hazardous conditions to the Contractor. The State shall not, and shall now allow any third party to, tamper with or otherwise modify the Services or equipment supplied by Contractor under this Contract or associated software, or connect the equipment or Services or associated software to any hardware or software that is not provided by Contractor.

To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

To permit reasonable access to its respective Facilities without charge or prejudice to Contractor employees or representatives, patrons, or consignees, including permit Contractor authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Contractor to perform its obligations.

To not allow any products or services that compete with those supplied by Contractor during the term of the Contract to be, or to remain, installed at any State Facilities, including present and future State locations. Contractor will have the exclusive right to provide the Services at State Facilities under this Contract.

ATTACHMENT B

PARTICIPATING ADDENDUM TERMS AND CONDITIONS

1. **PARTICIPATION.** The benefits of this contract shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this contract.
 - 1.1. STATE EXECUTIVE BRANCH AGENCIES. All state “Using Agencies”, as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150.
 - 1.2. LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL. Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.
 - 1.3. NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS. The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.
2. ADMINISTRATIVE FEE
 - 2.1. Contractor shall pay a quarterly administrative fee payable to “State of Nevada Purchasing Division.” Administrative fee is one percent (1%) and applies to all sales and other revenue, less merchant and interchange fees and adjusted for credits or refunds, by Contractor and any resellers, distributors, partners, or agents under the contract during a quarter, beginning the date of execution of this contract.
 - 2.2. All administrative fee payments shall include the contract number on required documents. If submitting an administrative fee payment for more than one contract, a separate payment and associated documents shall be submitted by Contractor for each contract.
 - 2.3. The State will not issue an invoice for administrative fee owed to the State. Contractor is responsible for payment of administrative fee with no prompting from the State. Contractor shall pay quarterly administrative fee within forty-five (45) calendar days of quarter end in accordance with *Fee Payment and Report Schedule*.
- 2.4. STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT
 - 2.4.1 Contractor shall complete and submit a Statewide Contract Quarterly Administrative Fee Report. The report shall identify payments received by Contractor from authorized entities made pursuant to the contract in the reporting period.
 - 2.4.2 The template for required Statewide Contract Quarterly Administrative Fee Report is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
- 2.5. STATEWIDE CONTRACT QUARTERLY USAGE REPORT
 - 2.5.1 Contractor shall complete and submit a Statewide Contract Quarterly Usage Report, to include at a minimum itemized data elements listed below.
 - 2.5.2 The template for required Statewide Contract Quarterly Usage Report is available via a link on the Statewide Contract Quarterly Administrative Fee Report which is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtlyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 2.5.3 Data Elements

STATE OF NEVADA COOPERATIVE CONTRACT

- A. Customer Name. Name of entity making the purchase—if customer has multiple locations, please use primary entity name.
- B. Customer Type. Indicate type of entity making the purchase.

1. S=State Executive Branch Agency
2. E=University and Community College
3. P=Political Subdivision
4. O=Other Entity

- C. Authorization Number. Purchase Order Number provided by customer to authorize a purchase. If purchase was made with a credit card enter “P-Card.”
- D. Purchase Description. Description of the product(s) or service(s) purchased.
- E. Quantity. Quantities (excluding returns) of product(s) delivered—enter a quantity of one (1) for service(s).
- F. Unit Price. Unit price charged (excluding credits) for product or service purchased.
- G. Total Cost. Extended cost of purchase line—quantity delivered x unit price charged.

- 2.6. FEE PAYMENT AND REPORT SCHEDULE. Contractor shall pay administrative fee quarterly, if owed, and submit a Statewide Contract Quarterly Administrative Fee Report and Statewide Contract Quarterly Usage Report, even if no payments are made in a quarter, in accordance with the following schedule.

Period End	Report Due
September 30	November 14
December 31	February 14
March 31	May 15
June 30	August 14

- 2.7. REPORT MODIFICATIONS. The State reserves the right to modify requested format and contents of reports by providing thirty (30) calendar days written notice to Contractor. The State may unilaterally amend the contract, with (30) calendar days written notice to Contractor, to change timing for submission of reports. Contractor understands and agrees that if such an amendment is issued by the State, Contractor shall comply with all contract terms, as amended.
- 2.8. TIMELY REPORTS AND FEES. If administrative fee is not paid and quarterly reports are not received within forty-five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.
3. **ORDER OF PRECEDENCE.** This contract shall be the primary document for all Orders. An Order, Quote, Service, Agreement, or Purchase Order can dictate an order of precedence, but cannot supersede this contract.
4. **ORDERS.** Any Order placed by a governmental entity for a Product and/or Service available from this contract shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the contract unless the parties to the Order agree in writing that another contract or agreement applies to such Order. The cooperative contract number and/or the state contract number must appear on every Quote/Purchase Order placed under this contract.
5. **REQUISITIONS.** Orders for Nevada State executive branch agencies as defined in Section 1.1 will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State. Other entities as defined in Section 1.2 and 1.3 can purchase directly and be billed by vendor. Orders placed and paid via credit card do not require a PO.
6. **SERVICES.** All professional services, excluding warranty and break/fix support, requested by Nevada State executive branch agencies as defined in Section 1.1 will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in Section 1.2 and 1.3 can purchase professional services directly and be billed by vendor. Pursuant to NRS 333.480(2), Services requiring a contractor’s license issued pursuant to chapter 624 of NRS are not authorized under this agreement.
7. **SUBCONTRACTORS.** All contractors, dealers, resellers, distributors, and partners as shown on the dedicated Contractor cooperative contract website are approved to provide sales and service support to participants of this agreement. Contractor’s dealer participation will be in accordance with the terms and conditions set forth in the contract.

STATE OF NEVADA COOPERATIVE CONTRACT

8. **BUSINESS LICENSE.** Pursuant to NRS 353.007 any contractor, dealer, reseller, distributor, partner, or person performing work under this agreement must hold a State business license pursuant to chapter 76 of NRS unless exempted pursuant to NRS 76.100(7)(b).
9. **NEVADA LAW AND STATE INDEMNITY.** Pursuant to NRS 333.339 any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
10. **GOVERNING LAW.** This contract will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Carson City, Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue. The Parties further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.
11. **FEDERAL LAWS AND AUTHORITIES**
 - 11.1. **CERTIFICATION.** Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
 - 11.2. **COMPLIANCE.** Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations.
 - 11.2.1 Archeological and Historic Preservation Act of 1974, PL 93-291
 - 11.2.2 Clean Air Act, 42 U.S.C. 7506(c)
 - 11.2.3 Endangered Species Act 16 U.S.C. 1531, ET seq.
 - 11.2.4 Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - 11.2.5 Executive Order 11988, Floodplain Management
 - 11.2.6 Executive Order 11990, Protection of Wetlands
 - 11.2.7 Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
 - 11.2.8 Fish and Wildlife Coordination Act, PL 85-624, as amended.
 - 11.2.9 National Historic Preservation Act of 1966, PL 89-665, as amended.
 - 11.2.10 Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
 - 11.2.11 Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
 - 11.2.12 Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
 - 11.2.13 Age Discrimination Act, PL 94-135
 - 11.2.14 Civil Rights Act of 1964, PL 88-352
 - 11.2.15 Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
 - 11.2.16 Executive Order 11246, Equal Employment Opportunity
 - 11.2.17 Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
 - 11.2.18 Rehabilitation Act of 1973, PL 93, 112
 - 11.2.19 Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
 - 11.2.20 Executive Order 12549 – Debarment and Suspension
 - 11.2.21 Davis-Bacon Act 40 U.S.C. 3141-3148
 - 11.2.22 Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
 - 11.2.23 Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
 - 11.2.24 Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
 - 11.2.25 Americans With Disabilities Act of 1990, PL 101-336
 - 11.2.26 Health Insurance Portability and Accountability Act of 1996, PL 104-191
 - 11.2.27 Equal Pay Act of 1963, PL 88-38
 - 11.2.28 Genetic Information Nondiscrimination Act, PL 110-233

ATTACHMENT C

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
- 1.2. "Contracting Agency" – means the State agency identified on the contract.
- 1.3. "Contractor" – means the person or entity identified on the contract that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
- 1.4. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
- 1.5. "Contract" – Unless the context otherwise requires, "Contract" means this document and all Attachments or Incorporated Documents.

2. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated on the contract. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

To Contractor:

Global Tel*Link Corporation d/b/a ViaPath Technologies

3120 Fairview Park Drive, Suite 300

Falls Church, VA 22042

ATTN: Douglas Farmer (for business and technical matters)

ATTN: Legal Department (for legal matters)

3. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
4. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

5. INSPECTION & AUDIT

- 5.1. **BOOKS AND RECORDS.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- 5.2. **INSPECTION AND AUDIT.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with reasonable notice to the Contractor by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. To the extent that the State can provide the Contractor prior notification, the State will promptly notify the Contractor of the State Auditor's inspection, examination, review, audit, and copying of Contractor's records. The inspection, examination, review, audit, and copying will be confined to those matters connected with performance of this Contract as

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outlined in the Scope of Work that is incorporated by reference in Section 3.1. All subcontracts shall reflect requirements of this Section.

- 5.3. PERIOD OF RETENTION. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
6. CONTRACT TERMINATION.
 - 6.1. TERMINATION WITHOUT CAUSE. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
 - 6.2. STATE TERMINATION FOR NON-APPROPRIATION. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
 - 6.3. TERMINATION WITH CAUSE FOR BREACH. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under *Time to Correct*. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 6.3.1 If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 6.3.2 If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 6.3.3 If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 6.3.4 If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 6.3.5 If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6.3.6 If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
 - 6.4. TIME TO CORRECT. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under *Termination with Cause for Breach*, above, shall run concurrently, unless the notice expressly states otherwise.
 - 6.5. WINDING UP AFFAIRS UPON TERMINATION. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

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- 6.5.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 6.5.2 Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 6.5.3 Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 6.5.4 Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *State Ownership of Proprietary Information*.
7. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
8. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
9. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
10. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except to the extent such claims arise from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. A condition precedent to any obligation to indemnify shall be for the State to promptly advise the Contractor and to turn over its defense. The State must cooperate in the defense and/or settlement of the claim, but the Contractor shall have sole control over the defense or settlement. If the defense is properly and timely tendered to the Contractor, the Contractor must pay all litigation costs, reasonable attorney's fees, settlement payments and any damages awarded; provided, however, that this shall not be construed to require the Contractor to reimburse attorney's fees or related costs that the State incurs either to fulfill its obligation to cooperate, or to monitor litigation being defended by the Contractor.
11. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
12. **INSURANCE SCHEDULE**
- 12.1. Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in a separate *Insurance Schedule Attachment*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.
- 12.2. Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an

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ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

12.3. INSURANCE COVERAGE.

12.3.1 Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Insurance Schedule Attachment*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- A. Final acceptance by the State of the completion of this Contract; or
- B. Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

12.3.2 Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

12.4. GENERAL REQUIREMENTS

12.4.1 Additional Insured. By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

12.4.2 Waiver of Subrogation. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.

12.4.3 Cross Liability. All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

12.4.4 Deductibles and Self-Insured Retentions. Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

12.4.5 Policy Cancellation. Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.

12.4.6 Approved Insurer. Each insurance policy shall be:

- A. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- B. Currently rated by A.M. Best as "A-VII" or better.

12.5. EVIDENCE OF INSURANCE. Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

12.5.1 Certificate of Insurance. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Insurance Coverage*.

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- A. Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.
- 12.5.2 Additional Insured Endorsement. An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *General Requirements*.
- 12.5.3 Schedule of Underlying Insurance Policies. If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 12.5.4 Review and Approval. Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
13. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon reasonable request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Contractor's rights, obligations, or intended benefit under the Contract shall entitle Contractor to, at its option, renegotiate the Contract. If the State and Contractor are unable to mutually renegotiate the Contract within thirty (30) days of the Contractor's written notice to the State of the change, the Contractor is entitled to, at its option, terminate the Contract.
14. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
15. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
16. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State, which shall not be unreasonably withheld or delayed; provided, however, Contractor shall have the right to assign some or all its rights and/or obligations under this Contract at any time to any entity that controls, is controlled by or is under common control with Contractor (each an "Affiliate") without the consent of the State; provided, further, that 1) Contractor provides notification to the State of the assignment; and 2) Contractor shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Contractor or (ii) a sale of Contractor or substantially all of Contractor's assets shall not constitute an assignment requiring consent of the State for purposes of this Contract.
17. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
18. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify

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and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

19. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by the disclosing party to the extent that such information is confidential by law or otherwise required by this Contract. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Contract. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively "Agents") as required to perform their obligations hereunder, or in connection with a merger or sale of all or substantially all assets of a party, provided, however, that the parties shall cause all Agents and third parties to honor the provisions of this Section. The parties may also make disclosures of public records as required by law as long as, before any disclosure, the party subject to the disclosure requirement notifies the other party of the requirement within five (5) business days and allows the other party the opportunity to oppose the disclosure. Neither party shall be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Contract without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).
20. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - 20.1. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - 20.2. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - 20.3. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
21. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - 21.1. Any federal, state, county or local agency, legislature, commission, council or board;
 - 21.2. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - 21.3. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
22. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
23. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
24. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding

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24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.

25. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
26. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
27. **TITLE.** Except as specifically indicated in a Service Schedule, title to all equipment provided under this Contract (“Equipment”) shall be and shall at all times remain in the Contractor.
28. **RISK OF LOSS.** The Contractor and its insurers, if any, shall relieve the State of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, the State shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of the State or its employees.
29. **AMENDMENT.** No course of dealing between the Parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the Parties.

ATTACHMENT D

INSURANCE SCHEDULE

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability - can be waived if contract does not involves use of motor vehicle.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Technology E&O/Professional Liability

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5. Network Security (Cyber) and Privacy Liability:

For Contracts under \$5 Million

Per Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

- a. The retroactive coverage date shall be no later than the effective date of this contract.
- b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

6. Fidelity Bond or Crime Insurance (contracts involving financial accounts or data)

Bond or Policy Limit \$500,000

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- d. The bond or policy shall not contain a condition requiring an arrest and conviction.
- e. Policies shall be endorsed to provide coverage for computer crime/fraud.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Nevada State Purchasing, Attn: Heather Moon, 515 E. Musser Street, Suite 300, Carson City, NV 89701**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Nevada State Purchasing, Attn: Heather Moon, 515 E. Musser Street, Suite 300, Carson City, NV 89701**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ATTACHMENT E

SCOPE OF WORK



Inmate
Communications SOW

ATTACHMENT F

COST SCHEDULE



Part II - Cost
Proposal (6).pdf

SCOPE OF WORK

Category 2: Inmate Kiosks and Tablets

Category 3: Inmate Telephone System

- Ensure that the facilities are in compliance with all existing DOC rules and regulations;
- Ensure all services are conducted by a State Certified/Licensed Technician;
- Ensure all services are conducted in accordance with any DOC certification requirements;
- May offer additional services as related to awarded categories;
- Ensure all equipment is compatible to the best industrial standards and must function as designed after installation;
- Designate a single point of contact to be the liaison for state information technology staff to handle the day-to-day operations. References for this designee must be submitted as part of the Contractor's proposal; and
- Ensure permits must be current and remain current.
- Must not allow any part of the resulting contract from this solicitation be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

1. GENERAL INFORMATION

1.1 BACKGROUND CHECKS

- 1.1.1 Background check approvals for site visits are required. For security reasons, the Contractor must complete a Background Check Application form, and return the completed form to the requesting DOC. Because of space considerations, each Contractor shall be limited to a maximum of two (2) representatives to attend each site visit.
- 1.1.2 Upon Contract award, and a least seven (7) days prior to beginning work, the awarded Contractor will submit a completed DOC Background Check Application form for each employee who will be working on this project (unless previously cleared for the site visit).

- 1.1.2.1 Faxed or e-mailed forms will be accepted, but the original application form must be sent by US postal mail within three (3) days or clearance may be revoked.
- 1.1.2.2 Completed forms must be sent to the designated person within each Participating State's Correctional Facility.
- 1.1.2.3 This form must be signed and submitted for each employee who will be attending the site visit and/or performing any Contract work at DOC facilities.
- 1.1.3 All costs associated with background checks will be at Contractor's expense.
- 1.1.4 It is the Contractor's responsibility to ensure the following:
 - 1.1.4.1 Contractors must not begin any billable work on the contract until clearance has been issued by the Purchasing Entity; and
 - 1.1.4.2 Contractor has received notification of pre-authorized access to facilities by the Purchasing Entity.
- 1.1.5 No personnel entering the correctional facilities may be convicted felons.
- 1.1.6 Any potential Contractors who are in non-compliance with the requirements of the Security Regulations will not be allowed access to the facility.
- 1.1.7 All Contractor employees entering prison grounds must adhere to the DOC Security Regulations.
- 1.1.8 While at the facility, the Contractor must ensure that inmates do not have access to telecommunication devices in accordance with Participating State's Statutes, Rules, and Regulations.

1.2 DEPARTMENT OF CORRECTIONS REQUIREMENTS

- 1.2.1 Work Area/Project Preparation
 - 1.2.1.1 Prior to commencement of work, the awarded Contractor shall ensure that:
 - A. Arrangements have been made for proper disposal of any waste materials;
 - B. All tools, equipment and materials are on hand; and
 - C. Any applicable worker training has been completed and any required documentation is on site.
- 1.2.2 Securing of tools

1.2.2.1 Contractor must adhere to all DOC's policies and procedures regarding tool control.

1.2.2.2 Contractor must ensure incarcerated individuals do not have access at any time to any tools or equipment brought in by Contractor and/or its subcontractors.

1.2.3 Health and Safety Standards

1.2.3.1 The awarded Contractor shall comply with all applicable federal, state, and local requirements for protecting the safety of the Contractor's employees, building occupants, and the environment.

1.2.3.2 The awarded Contractor must comply with all Federal, State and Local rules and regulations.

1.3 CONTRACTOR STAFF REQUIREMENTS

1.3.1 Contractor Staff Levels and Qualifications

The Contractor will have direct oversight, be responsible for, and monitor the performance of all Contractor staff performing services under the contract. The authorized DOC staff will provide security for the Contractor's employees and agents consistent with the security provided at all DOC facilities.

1.3.1.1 The Contractor shall identify and define their key full-time positions supporting the DOC ITS.

1.3.1.2 All travel will be negotiated within each PA. Travel may be subject to limits of the DOC's rules and regulations.

1.3.1.3 Additionally, the Contractor's staff will liaise with and maintain a good working relationship with DOC staff and other providers working with the DOC.

1.3.2 Escalation Procedures During Repair Service

1.3.2.1 The Contractor will provide escalation procedures to address inadequate response to service calls, frequent repetition of the same service problem, inadequate repairs to ITS, etc. These described procedures will include the name and title of service and management personnel as well as criteria for service escalation to a certain "level" within the Contractor's organization.

1.3.2.2 Updated contact names and telephone numbers of the service and management positions listed/described in the escalation procedures

will be made available to the authorized DOC staff immediately upon request.

- 1.3.2.3 If applicable, provide administrative staff that will be on site at DOC Headquarters to manage the DOC accounts. The Contractor shall be required to pay for all background checks processed for its on-site staff.
- 1.3.2.4 Provide for an external audit of services on an annual basis by an independent auditing firm verifying the Contractor's timing and billing systems are accurate and capture all calls. Selection of the independent auditing firm shall be subject to DOC approval. The staff that performs the audit will be subject to background checks in advance of entering DOC facilities.

1.4 DOCUMENTATION

- 1.4.1 As applicable, prior to production implementation, the contracted Contractor shall provide to the DOC detailed technical system documentation, detailed system design specifications, descriptions of all proposed kiosk hardware and software, operating instructions, footprints, power and environmental requirements, model numbers, makes, serial numbers, electrical and grounding requirements, temperature and humidity ranges, software components and features, etc.

1.5 PUBLIC WORKS PROJECTS

Any projects that are federally funded may be subject to the requirements of Davis-Bacon Act and/or the Davis-Bacon Wage Decision.

- 1.5.1 Labor prices for affected projects may be negotiated between the using entity and the Contractor, provided the Contractor provides adequate documentation for any negotiated increase.
 - 1.5.1.1 Documentation may include payroll records, copies of wage decisions, and/or other information that establishes a clear difference between the contractor's standard wage and the prevailing Davis-Bacon wage for any affected employee for that project.
 - 1.5.1.2 Under no circumstances will that price be increased by an amount higher than the difference between the normal hourly rate and the hourly rate required by the applicable Davis-Bacon Wage Decision.

- 1.5.2 Contractors must include in job quotes the standard business hours and prevailing wage rate for the job location. Quotes should include shift differential, if any, for working nights and weekends.
- 1.5.3 Contractor's work areas must be cleaned to DOC's satisfaction every day.
- 1.5.4 Asbestos
 - 1.5.4.1 Asbestos may be present within State-owned facilities and may be encountered in previously inspected buildings.
 - 1.5.4.2 Upon discovering asbestos or a suspected asbestos-containing material (ACM), all work shall immediately stop in the affected area and the Contractor shall contact the project manager and/or building owner;
 - 1.5.4.3 The project manager and/or building owner shall assume responsibility for taking material samples for testing; and
 - 1.5.4.4 The project manager/building owner will convey all pertinent information regarding asbestos test results to the Contractor and, if necessary, conduct any required remediation prior to resuming work in the affected area.
- 1.5.5 All remediation work must be performed by a contractor specifically licensed and/or certified to perform asbestos remediation.
- 1.5.6 Contractors may be held liable for violations of any applicable federal, state and/or local environmental laws or regulations, whether committed through action or inaction.

1.6 GENERAL REQUIREMENTS

- 1.6.1 Contractors must guarantee workmanship at Contractors' expense for a period of twelve (12) months from date of installation.
- 1.6.2 Work shall be performed in accordance with manufacturers' recommendations and with all current local codes, regulations, and installation guidelines.
- 1.6.3 The awarded Contractor(s) may be required to do some work after normal business hours (8am-5pm, unless otherwise specified by the Purchasing Entity); however, it is anticipated that most work will be completed during normal business hours.
- 1.6.4 Contractor staff is responsible for performing a standard site walk-through and providing competent personnel to perform the specific scope(s) required. Due to the nature of these scopes of work and the liability involved, each Purchasing Entity will have the final determination of competency in all matters regarding personnel provided by the Contractor.

- 1.6.5 Once the awarded Contractor(s) has possession of the equipment to be installed, the responsibility for all equipment, including storage during installation work, shall be at the awarded Contractor's expense when storage space is unavailable at the jobsite.

1.7 STANDARD OF PERFORMANCE AND ACCEPTANCE

- 1.7.1 The Standard of Performance applies to all product(s) purchased under this Master Agreement, including any additional, replacement, or substitute product(s), as well as any product(s) which are modified by or with the written approval of the Contractor and acceptance by the Purchasing Entity.
- 1.7.2 The Acceptance Testing period shall be seven (7) calendar days, or any other time period identified in the solicitation or the Participating Addendum, beginning with the day after the product is installed certification is received that the product is ready for Acceptance Testing.
- 1.7.3 If the product does not meet the Standard of Performance during the initial period of Acceptance Testing, the Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met.
- 1.7.4 Upon rejection, the Contractor will have three (3) calendar days to cure any Standard of Performance issue(s).
- 1.7.5 If, after the cure period, the product still has not met the Standard of Performance, the Purchasing Entity may, at its option:
 - 1.7.5.1 Declare the Contractor to be in breach and terminate the order;
 - 1.7.5.2 Demand a replacement product from the Contractor at no additional cost to DOC; or
 - 1.7.5.3 Continue the cure period for an additional time period agreed upon by the DOC and the Contractor.
- 1.7.6 Contractor shall pay all costs related to the preparation and shipping of returned products.
- 1.7.7 No product shall be accepted and no charges shall be paid until the Standard of Performance is met.
- 1.7.8 The warranty period will begin upon the Purchasing Entity's approval.

1.8 TRAVEL

- 1.8.1 All travel will be negotiated within each PA. Travel may be subject to limits of the DOC's rules and regulations.

1.9 AUTHORIZATION TO WORK

Contractor is responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

1.10 SYSTEM COMPLIANCE WARRANTY

1.10.1 Licensor represents and warrants: (a) that each Product shall be Date Compliant; will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Agreement, including without limitation the Applicable Specifications and the Documentation, during each such time period, and the transitions between them, in relation to dates it encounters or processes; (b) that all date recognition and processing by each Product will include the Four Digit Year Format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by each Product that includes a "year category" shall be done based on the Four Digit Year Format.

1.10.2 Equipment must carry a minimum one (1) year warranty that it is free from defects in material and workmanship. If defects are identified, the successful Contractor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the customer. Any and all items failing during the warranty period will be replaced promptly free of charge. Upon significant failure, the warranty period will commence again for a minimum 90 additional days. Significant failure shall be determined by the Participating State's Contract Administrator.

1.11 TERMS AND CONDITIONS FOR GOODS

The information in this section does not need to be returned with the Contractor's proposal.

1.11.1 Express Warranties

Contractors to provide hard copy warranties. For the period specified on the face of the Contract, Contractor warrants and represents each of the following with respect to any goods provided under the Contract, except as otherwise provided on incorporated attachments:

1.11.1.1 Fitness for Particular Purpose

The goods shall be fit and sufficient for the particular purpose set forth in the RFP or other solicitation documents.

1.11.1.2 Fitness for Ordinary Use

The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the Contract are ordinarily intended is general government administration and operations.

1.11.1.3 Merchantable, Good Quality, No Defects

The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.

1.11.1.4 Conformity

The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If Contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample should remain in the State's possession it shall be identified by the word "sample" and the signature of Contractor's sales representative.

1.11.1.5 Uniformity

The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.

1.11.1.6 Packaging and Labels

The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.

1.11.1.7 Full Warranty

The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.

1.11.1.8 Infringement Indemnity

Refer to ***Attachment A ~ NASPO ValuePoint Master Agreement Terms and Conditions***, Section 33.

1.11.1.9 Usage of Trade; Course of Dealings; Implied Warranties

Contractor shall also be bound by any other implied warranty that, at the time of execution of the Contract, prevails in the trade of government in the marketing area in and about the Participating State. Contractor shall also be bound by any other implied warranty arising through course of dealings between Contractor and the Participating State from and after the execution of the Contract. Contractor shall also be bound by all warranties set forth in the Participating State's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the Contract.

1.11.1.10 Warranties Cumulative

It is understood that warranties created by the Contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the Contract, are cumulative and should be construed in a manner consistent with one another.

1.11.1.11 Priority of Warranties

If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the Contract and any warranties implied by law, the parties agree that the specifications contained in the Contract shall be deemed technical and mere language of description.

1.11.1.12 Beneficiaries of Warranties

Benefit of any warranty made in the Contract shall be in favor of the Participating State's and Participating Entities, any of their political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

1.11.1.13 Delivery; Inspection; Acceptance; Risk of Loss

Contractor agrees to deliver the goods as indicated in the Contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the Contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State must give notice to Contractor of any claim or damage on account of condition, quality, or grade of the goods, and the State must specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the Contract, risk of loss from any casualty, regardless of the cause, shall be on Contractor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.

1.11.1.14 No Arrival; No Sale

The Contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by Contractor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to

the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the Contract.

1.11.1.15 Price; Taxes; Payment

The price quoted is for the specified delivery, and, unless otherwise specified in the Contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in the Contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide Contractor with a tax exemption certificate acceptable to the applicable taxing authority. Unless otherwise specified in the Contract, payment shall be made for Orders by State agencies by warrant drawn on the Participating State's (in accordance with their law) and mailed to Contractor at the address specified above (or to assignee if assignment is acknowledged by the State) within the time specified above.

1.12 SECURITY

- 1.12.1 Upon approval of the contract and prior to the start of work, each of the staff assigned by the contractor and/or subcontractor to this project may be required to sign non-disclosure agreements to be determined by each Participating State.
- 1.12.2 All non-disclosure agreements shall be enforced and remain in force throughout the term of the contract.
- 1.12.3 All employees of Contractors entering prison grounds must adhere to DOC Security Regulations.

2. INMATE KIOSKS & TABLETS

2.1 SOFTWARE APPLICATIONS

The Contractor shall provide various applications for inmate and/or staff use using the DOC's requested hardware solution – kiosks and/or tablets.

2.1.1 Education

- 2.1.1.1 Learning Management System with enrollment, managing participation, virtual classrooms, ability to load third party content in SCORM or IMS common cartridge formats.
- 2.1.1.2 Usage, completion, and access reporting capabilities for administrative tracking.
- 2.1.1.3 Both self-paced and teacher-led courses (list all available).

- 2.1.1.4 GED Prep Courses via Essential Education and i-Pathways (or Pearson online High School).
- 2.1.1.5 Minimum of 1,000 Life Skills courses from SkillSoft (or comparable).
- 2.1.1.6 Provide access to 4,000+ Khan Academy videos and courses (or comparable).
- 2.1.1.7 Self-Assessment Courses (list all available).
- 2.1.1.8 Provide access to a minimum of 60,000 pieces of educational content from top providers such as: HMH, Cengage, Simon and Shuster, Pearson, Wiley, and Random House. Content and exercises should be available for all reading levels.
- 2.1.1.9 The features of a learning management system in tracking inmate progress and allowing teachers to assign DOC-specific content and grade inmate test results should include:
 - A. Automated notifications via email to managers and learners when registering for learning events;
 - B. Send pre-event reminder notifications;
 - C. Set registration open/close dates;
 - D. Permit individual and batch enrollment;
 - E. Handle prerequisites during training registration;
 - F. Track a variety of learning activities in addition to formal classroom instruction (for example, on-the-job training and e-learning);
 - G. Manual and automatic assignment of learning plans to individual learners and groups;
 - H. Compliance and mandatory training notification, tracking and scheduling;
 - I. Assignment tracking;
 - J. Continuing education and certification tracking;
 - K. Calendars for learners, managers and administrators, showing courses and assignments;

- L. Access learner roster for an enrolled class;
- M. Manually edit tracking and completion data for a learner;
- N. Ability to create an appointment in a calendar (such as Outlook) when a learner signs up for a course;
- O. Straightforward graphical user interface (GUI) and navigation;
- P. Browser-based interface;
- Q. Access control to system and data;
- R. Secure login and authorization;
- S. Select language and time-zone preferences;
- T. Create individual learning plans with completion due dates;
- U. Competency models with related learning activities;
- V. Create tests, exercises and surveys from question-and-answer resources;
- W. Set parameters for tests and exercises (e.g., duration, number of attempts allowed, passing scores, etc.);
- X. Support multiple response formats (e.g., true/false and multiple choice);
- Y. Collect and analyze test results;
- Z. Ability to set passing scores for a test;
- AA. Tests can be auto-graded by the system;
- BB. Capability to project curriculum completion based on test scores;
- CC. Importation of Sharable Courseware Object Reference Model (SCORM) and compliant with Aviation Industry Computer-Based Training Committee (AICC) content;
- DD. Importation of content created using third-party applications;
- EE. Importation of custom content developed by third parties;
- FF. Courseware content repository management;

- GG. Ability to build training materials, and allow for inclusion of any rich content;
 - HH. Allow for reuse of content already in the system for any other new training module;
 - II. Provisioning and tracking of multiple content types;
 - JJ. Ability to combine multiple types of learning (e.g., static content, videos, podcast) into a single course;
 - KK. Course delivery to mobile devices such as smartphones and tablets;
 - LL. Dashboard and analytics for executives, managers and administrators;
 - MM. Allow access to reports based on role;
 - NN. Offer graphical as well as textual representations of data;
 - OO. Export to other applications (e.g., as CSV, Excel, etc.);
 - PP. Provide services to develop custom reports; and
- 2.1.1.10 Evidenced based risk/needs assessment tool that has been certified by a valid third party.
 - 2.1.1.11 Automated matching of participants to available programs based on pre-defined matching and eligibility criteria (including research-based assessment results, geographic location, gender, and other responsivity factors).
 - 2.1.1.12 Ability for agency staff to make referrals to, schedule appointments for, and monitor progress in appropriate treatment programs and interventions with multiple programs offered in in-custody environments and providers within the community.
 - 2.1.1.13 Ability for case managers to assign, facilitate, and monitor educational coursework and programming through the use of a Learning Management System (LMS).
 - 2.1.1.14 Coursework assigned to an inmate must be made available to the inmate on a tablet.
 - 2.1.1.15 Ability for agency staff, provider staff, and inmates, or clients, to collaborate in case management through the use of shared case communication and progress.

- 2.1.1.16 Shared client data such as demographics and client service needs between agency staff and providers.
- 2.1.1.17 Staff and service level reports that can be customized to the needs of the jurisdiction.

2.1.2 Video Visitation

- 2.1.2.1 System shall be able to manage visits of various types (e.g., video, face-to-face, contact, etc.).
- 2.1.2.2 System shall allow the facility to manage visitation hours, time slots, scheduling, recording & monitoring rules, and policies.
- 2.1.2.3 System shall have the ability to record visitations.
- 2.1.2.4 System shall have the ability to:
 - A. Allow designated DOC staff to monitor real-time visitation and terminate the visit as needed'
 - B. Prevent 3-way video calls;
 - C. Prevent incoming calls, if DOC requirement;
 - D. Prevent 911 calls; and
 - E. May not display a call history or call log to inmates.
- 2.1.2.5 System shall include an option for Video Relay Service (VRS) separate from video visitation for hearing impaired/inmates. Video visitation capabilities should include, but are not limited to:
 - A. Integrated into wall-mounted kiosks;
 - B. Allow inmate to initiate call to approved visitor;
 - C. Specify service provider of sign language interpreters;
 - D. Option for VRS application to be available to specific users based on inmate PIN;
 - E. Automatically route VRS calls through a VRS interpreter for calls placed to a non-VRS registered phone number. Must have the capability of making a direct connection to a called party without the need for an interpreter when calling a VRS registered phone number.

- F. Allow inmate to choose English or other language speaking video relay interpreter;
 - G. Allow option for Voice Carry Over;
 - H. Have live monitoring of VRS calls; and
 - I. Record VRS calls.
- 2.1.2.6 Have automated announcement to called party / interpreter to inform called party that the call is from a correctional facility and that calls may be monitored and recorded:
- A. Display on screen message to inmate that video calls may be monitored and recorded.
- 2.1.2.7 Contractor to describe estimated impact of video visitation on the DOC network.
- A. Provide a plan for data lines should capabilities at the facilities be limited as a result of this implementation.
 - B. Contractor to offer an alternative solution to reduce stress on DOC network or provide solution separate from DOC network infrastructure.
- 2.1.2.8 The Contractor to describe ability to track, research and investigate visitation history by various factors including, but not limited to, visitation date, visitor, inmate, etc.
- 2.1.3 External Electronic Mail
- 2.1.3.1 Electronic mail services shall include the ability to restrict senders and receivers.
- 2.1.3.2 Keyword search capabilities on both incoming and outgoing messages.
- A. Keyword search may be edited at any time.
- 2.1.3.3 Capability for the DOC to manage email approvals at either a facility level and/or the DOC level.
- 2.1.3.4 Incoming photos
- A. System may allow for separate viewing of messages and photos as well as the ability to reject/accept any combination of messages and/or photos.

- 2.1.3.5 Incoming video attachments
 - A. System may allow for separate viewing of messages and videos as well as the ability to reject/accept videos.
- 2.1.3.6 Offender electronic mail must be storable by Contractor and/or transferrable to DOC storage.
- 2.1.3.7 Contractor to describe estimated impact of electronic mail on the DOC network.
 - A. Provide a plan for data lines should capabilities at the facilities be limited as a result of this implementation.
 - B. Contractor to offer an alternative solution to reduce stress on DOC network or provide solution separate from DOC network infrastructure.
 - C. Contractor to describe file size limitations if any and additional cost associated.
- 2.1.3.8 Contractor to provide both electronic viewing of messages and ability for DOCs to print messages and photos. For printing function, the Contractor to supply printers and consumables, including, but not limited to, toner and paper at no additional cost.
 - A. Contractor to describe process for DOC to order consumable supplies.
 - B. Contractor to submit a plan on how the toner will be recycled.
- 2.1.3.9 The Contractor to describe ability to track, research and investigate messaging history by various factors including, but not limited to, send date, sender, recipient, etc.

2.1.4 Internal Electronic Mail/Communications

- 2.1.4.1 Contractor to provide internal communications/document routing between DOC staff and inmates and vice versa for various operational functions including, but not limited to:
 - A. General inquiries;
 - B. Grievances;
 - C. Medical appointments;
 - D. Pharmacy refills orders; and
 - E. Access to DOC-approved forms/documents.

2.1.5 Inmate Commissary

2.1.5.1 Provide tablets and implementation services to enable devices to interface with the DOC commissary Contractor so that offenders may be able to place commissary orders from tablets. The Contractor shall fully cooperate with the commissary Contractor to enable commissary orders via tablets. There shall be no fees charged to the DOC or to offenders for the interface enabling offenders to place commissary orders from tablets.

2.1.5.2 View receipts of commissary purchases.

2.1.6 Inmate DOC Trust/Commissary/Phone Account(s)

2.1.6.1 The Contractor shall work with the inmate banking system and/or inmate telephone system Contractor(s) to provide balance of accounts at no cost additional cost to the DOC and inmate;

2.1.6.2 View account statements; and

2.1.6.3 Request DOC-approved account transactions.

2.1.7 Music

2.1.7.1 Offer music for sale as music downloads and also offer streaming music available at a monthly fee. The DOC will decide whether to implement the music download model or the streaming music model, or both.

2.1.7.2 Offer a large variety of titles and genres available for purchase and ensure that all audio files offered to offenders are the industry sanitized versions and appropriate for a correctional setting.

2.1.7.3 Contractor must be able to customize music catalog based on DOC approval.

2.1.7.4 Alternative methods that allow the inmates to search and choose music (to place in a queue) without being connected to the kiosk. This includes the ability to choose order of preference and deleting selections in the queue.

2.1.7.5 Contractor must provide expected download/data retrieval times.

2.1.7.6 Describe security features and if features can be disabled upon inmate's release for normal use including any locking features to prevent music sharing, etc.

A. Contractor to describe theft prevention features.

- 2.1.7.7 Describe the capabilities of the proposed device to be used.
 - A. Is the base version upgradable?
 - B. What are the minimum and maximum gigabyte capacities?
- 2.1.7.8 Describe power features and how recharging of the device is achieved.
- 2.1.7.9 The system shall be able to catalog inmate songs in a database and provide inmates with the ability to manage their total music library.
- 2.1.7.10 Device shall have a transparent housing to provide viewing of internal components.
- 2.1.7.11 Contractor must have contractual rights to distribute digital media from major music labels or other entertainment fields to provide reasonable volume of acceptable media content.
- 2.1.8 The Contractor shall describe additional applications available including, but not limited to:
 - 2.1.8.1 Job Readiness Skills Training;
 - 2.1.8.2 Self-Improvement Programs;
 - 2.1.8.3 Law Library Research;
 - 2.1.8.4 Inmate Grievances;
 - 2.1.8.5 Electronic Books;
 - 2.1.8.6 Games;
 - 2.1.8.7 News;
 - 2.1.8.8 Movies;
 - 2.1.8.9 Podcasts;
 - 2.1.8.10 PDF Document Viewing;
 - 2.1.8.11 Translation from English to other languages;
 - 2.1.8.12 Inmate management tools (e.g., capability for DOC staff to conduct inmate counts);
 - 2.1.8.13 Religious Content;
 - 2.1.8.14 Court Appointments/Hearings Video Conferencing; and

2.1.8.15 Agency provided content to work with agency direct.

2.1.9 DOC should have the ability to customize applications available in accordance with the agency's regulations and operating procedures.

2.2 KIOSK HARDWARE

2.2.1 Turnkey Kiosks - all hardware and software necessary to provide any related services the Contractor provides. Should include locked down operating systems, security patches, remote monitoring and software upgrade, network security, application hosting on dedicated cloud services and secure data center.

2.2.1.1 Kiosk should contain a touch screen; however, a durable security centered keyboard will also be considered especially supporting disabled inmates who could not access the kiosks.

2.2.2 Deposit Kiosks

2.2.2.1 Kiosk should accept incoming inmate deposits from outside parties to include credit cards and cash.

2.2.2.2 The Contractor to detail how it will track deposits on the kiosks and provide pick-up services to process onto the inmates' accounts.

2.2.2.3 Kiosk may allow outside parties and/or inmates to post payments towards court-ordered fees and/or fines.

2.2.3 The Contractor shall provide its application(s) that will run on a hosted or cloud-based operating system, per DOC requirements, that is capable of being upgraded at no cost to the DOC.

2.2.4 Contractor must ensure that the operating system is no more than (N+2) revisions behind the publicly available kernel.

2.2.5 The Contractor must provide following technical support services for all hardware equipment and software for services provided including, but not limited to:

2.2.5.1 Updates and upgrades;

2.2.5.2 Security-related updates to their proposed solution, which may be called updates, upgrades, patches, service packs, hot fixes, and/or workarounds.

2.2.5.3 All upgrades, bug fixes, enhancements to the software and/or hardware shall receive prior approval by the authorized DOC staff, if required by the DOC.

A. If requested by the authorized DOC staff, the Contractor will provide a test environment to allow the authorized DOC staff

to verify the upgrade, fix and/or enhancement is compatible with the current operating environment.

2.2.6 The Contractor shall propose, provide, and describe their solution for change management. These must include at a minimum:

- 2.2.6.1 Version number;
- 2.2.6.2 Description of the change;
- 2.2.6.3 How the change was initiated (e.g. user or system support);
- 2.2.6.4 Person requesting the change;
- 2.2.6.5 Person responsible for the change; and
- 2.2.6.6 Date and time of the change.

2.2.7 Hardware Requirements

- 2.2.7.1 Contractor must describe the capability for the development of future applications and implementing these applications on the proposed hardware configuration.
- 2.2.7.2 Contractors to describe in detail the ability to provide the electrical equipment to operate on a regular 120 volt, 60 hertz, AC power and be “UL” or equivalently listed and be certified by a Nationally Recognized Testing Laboratory to be compliant with the FCC regulations.
- 2.2.7.3 Kiosks to support communications via:
 - A. Cable;
 - B. Fiber;
 - C. Wireless; and
 - D. Other.
- 2.2.7.4 Kiosks may or may not connect to DOC network infrastructure. Contractor to detail plans to support their proposal both ways.
- 2.2.7.5 Contractor must allow for the kiosks to be data linked within a facility, and best case to be linked throughout the DOC.

2.2.8 Kiosk Enclosure

- 2.2.8.1 The Contractor shall provide a kiosk design to be of standalone style for inside/outside locations. The kiosk enclosure/housing needs to be self-contained, rugged and secure. There shall be no crevices that can enable inmates to damage or spill into the enclosure and damage the kiosk.
- A. Outside kiosks will be located outside and able to withstand extreme weather elements (e.g., rain, snow, wind, sun, etc.). Kiosks should withstand temperatures from -20 to 120 degrees Fahrenheit, and up to 100% humidity.
 - B. This requirement is not mandatory and will be determined by the type of kiosk proposed. If there are no enclosures, Contractors are to explain in detail the plan for mounting and securing the hardware.
- 2.2.8.2 Kiosk enclosures may have, but not limited to, the following:
- A. Heavy duty locking mechanisms, hinges, door mechanisms capable of resisting inmate tampering and vandalism. Hardware must be contained in the kiosk enclosure.
- 2.2.8.3 Kiosks shall have floor and/or wall anchors. The Contractor shall ensure that each kiosk can be easily unsecured from the floor or the wall by personnel authorized by the DOC.
- 2.2.8.4 The kiosk enclosure must be of a neutral color and easily cleaned.
- 2.2.8.5 When applicable, and if required by the agency, the Contractor must ensure that all openings are secured with detectors where entry might be forced. Kiosk alarms must be:
- A. Manually set to ring for a period of time with shrill alarm;
 - B. Capable of activation and deactivation at a remote location designated by the State DOC and proven not to provide false signaling regarding remote alarm.
 - C. When necessary, the Contractor shall include battery replacement when required.
- 2.2.8.6 Kiosks shall have sealed opening(s) for power and phone lines as needed.

2.2.9 Kiosk Monitors

- 2.2.9.1 Kiosk monitors must be Energy Star Compliant with a minimum level of EPEAT Bronze, having an associated graphics control board with video drivers.

- 2.2.9.2 Kiosks shall have a touch screen video display monitor (if DOC required) capable of displaying digitized photographs, graphics, and videos, etc.
- 2.2.9.3 Touch screen monitor must be secure, safe and capable of withstanding heavy usage in a correctional environment. It must be scratch resistant. Contractor must provide any special care required to keep the screen clean and prolong the viewing and usage life expectancy.
- 2.2.9.4 Touch screen monitor shall not be of the “overlay” or “membrane” type. If a “surface acoustic” or “capacitive” technology is not utilized, the Contractor must provide an explanation of why another technology is being proposed.
- 2.2.9.5 Describe the monitors privacy attributes to reduce the ability for others to read the kiosk screen when viewed from the side.
- 2.2.9.6 Describe proposed solutions for offenders with disabilities that could be accommodated by kiosks or tablets (e.g., large print options, text reader options for the blind, and assistive key-stroke functionality for paralyzed offenders).

2.3 KIOSK TECHNICAL ENVIRONMENT

2.3.1 Kiosk Configuration

- 2.3.1.1 Contractor shall ensure kiosks are maintained on the most current version of the Contractor’s operating system, with no more than two versions at any one time across all kiosks.
- 2.3.1.2 Contractor shall provide a method of insuring inmate ID security. Methods may include fingerprint scan or other biometric possibilities, ID card scanning (magnetic or barcode), and/or voice options.
- 2.3.1.3 Pictures, artist renderings or technical drawings of the proposed kiosk design shall be included with the proposal.
- 2.3.1.4 Kiosks shall comply with the most up-to-date ADA standards for accessible design to ensure ease of access for individuals with disabilities.
- 2.3.1.5 Kiosks shall have adequate ventilation to include fans if needed for components.
- 2.3.1.6 The kiosk shall not bear company names or logos.

2.3.1.7 The operating system should allow the DOCs the ability to customize the applications offered to inmates.

2.3.1.8 Deposit kiosks shall print receipts.

2.3.2 Remote Management

2.3.2.1 At minimum, remote Keyboard/Video/Mouse (KVM) reset is required.

2.3.2.2 Contractor to detail remote management capabilities. To include, but not limited to the following:

- A. Monitoring;
- B. Diagnostics;
- C. Error resolution;
- D. Software problem assistance;
- E. Intelligence reporting;
- F. Application and software updates and upgrades; and
- G. Rebooting and controlling the remote kiosks from a central location.

2.3.2.3 Remote management should be set through a security access designation.

2.3.2.4 Contractor to describe how to ensure malware is not going to infiltrate the State's system.

2.3.3 Software Requirements

2.3.3.1 The Contractor shall allow for additional applications to be added as determined necessary by the DOC. Upon mutual agreement between the Contractor and the DOC, additional applications can be added via change order to the device while this contract or its extensions are in effect, at the DOC's option.

2.3.3.2 Contractor must provide, at no cost to DOC or inmates, any and all upgrades that become available during the term of the contract.

- A. Contractor to describe how they will manage transferring any purchased media including but not limited to music and approved messages (e.g., text and photos) if new devices are

introduced during the life of the contract and/or if a new Contractor is chosen upon contract termination.

2.3.3.3 Third Party Acquisition of Software: Contractor shall notify the Participating State/DOC, in advance and in writing whenever its intellectual property, business, or all of its assets are being acquired by a third party.

2.3.3.4 Title of Software: Contractors submitting a proposal represents and warrants that it is the sole owner of the software or, if not, the owner, that it has received all legally required authorizations from the owner. The Contractor shall provide the following documentation:

A. Terms of software license.

B. Rights to computer software.

2.3.3.5 Documented Application Programming Interface (API) and tool kit ad.

2.3.3.6 Custom changes to the Interface API.

2.3.3.7 Interfacing

A. Contractor to detail their capability to interface Contractor's applications to DOC applications.

B. Data transfer in Contractor's operating system. Contractor to include specification for extendable Markup Language (XML) or other standard interface options, to tie in a kiosk-based application with offender management systems.

C. Security and capability when interfacing to DOC applications.

2.3.3.8 Customer Interaction Messages to be available in English and other languages as requested by the DOC, and at no additional cost to DOC.

2.3.3.9 Provide application instructions to the inmates which are clear and to the point, with no large blocks of text.

2.3.4 Scalability

2.3.4.1 Contractor to recommend number of inmate to kiosk ratio and how their system can adjust based on changing inmate populations.

A. Provide all assumptions used to identify required computing power and/or hardware.

- 2.3.4.2 Contractor shall ensure that the system architecture is scalable and designed to easily and inexpensively accommodate changes (future applications, etc.) resulting from DOC rules and workflows.

2.3.5 Training

- 2.3.5.1 The Contractor shall provide training to the authorized DOC staff personnel at the locations where the equipment is installed. Additional training will be provided to new authorized DOC staff assigned during the Contract period, at no cost to the DOC, at specific DOC facilities. Video conferencing and/or webinar are acceptable.
- 2.3.5.2 Training manuals will be provided to the authorized DOC staff at all training meetings at no cost to the DOC. All manuals will become the property of the DOC. Manuals provided must be in electronic format or access available via the web.
- 2.3.5.3 Informational pamphlets will be available for inmate's relatives to explain applicable features and functionalities of the kiosks when requested by the authorized DOC staff, at no cost to the DOC.

2.3.6 Maintenance

- 2.3.6.1 Contractor to provide maintenance and service plan to include frequency and speed of maintenance. Downtime shall not extend past a 24-hour period.
- 2.3.6.2 The Contractor shall provide support for the equipment Monday through Friday 8:00 am to 5:00 pm in Participating State's time zone.
 - A. Contractor must provide the toll-free number for agency to call when service is needed.
 - B. The Contractor shall provide detailed plan for customer support during non-business hours. Non-business hours are 5:00 pm to 8:00 am Monday through Friday, weekends and holidays.
- 2.3.6.3 The Contractor shall maintain levels of service and machine installation at no cost to state.
- 2.3.6.4 There shall be no additional installation cost to the DOC for changing out machines that need repair or replacement. The Contractor shall be responsible for any expenses required for the repair or replacement of the equipment.
- 2.3.6.5 The Contractor will coordinate its service schedule in advance with the facility.

- 2.3.6.6 The Contractor shall contact the facility for entry approval regarding maintenance and repairs.
- 2.3.6.7 The Contractor shall provide the necessary labor, parts, materials, and transportation to maintain the hardware and software for the kiosks and/or tablets in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge will be made to the DOC for maintenance of the network infrastructure.
- 2.3.6.8 The Contractor shall provide for continuous on-line diagnostics and continuous supervision as well as local remote offline control access for advanced programming and diagnostics of the tablet environment. Access to the built-in advanced diagnostics and program control will be accessible via network by service center personnel and will provide failure reports, service history and other diagnostics.
- 2.3.6.9 The Contractor shall provide a sample service level agreement to detail their escalation plan, on-site repair time, method, and proposed level of services for the facilities. Contractors shall detail their ability to handle emergencies.
- 2.3.6.10 Contractors will provide support for all tickets as they are opened, updated and closed by the field technicians, providing detail to show the problem and final resolution of said problem.
- A. Should the escalation plan as provided by the Contractor not be followed explicitly, the Contractor will be liable for lost commissions during times the kiosks and/or kiosk network infrastructure is in need of repair and not properly operating.
 - B. The specific lost commission amount will be calculated by the State and the State will advise the Contractor of all such amounts due.
 - C. The Contractor will pay the calculated lost commission with the next commission payment due the State.
 - D. Contractor will be allotted time between the notification and the next commission payment due date to validate the lost commission. If the Contractor does not dispute in writing an amount due for commission loss and at the same time present written evidence of a different amount determined to be acceptable to DOC, the original amount calculated by DOC for the loss shall be considered as accepted by the Contractor and payment shall be due as described above.
- 2.3.6.11 The Contractor must provide the authorized DOC staff with a complete list of office and cellular numbers for its Contractors/subcontractors, managers, administrators, technicians

etc. The Contractor's management office and emergency telephone numbers must also be furnished.

2.3.6.12 The Contractor will provide a copy of the company's current repair procedure policy for both normal maintenance and emergency outages as it relates to your proposal.

2.3.6.13 Either party will report to the other party any misuse, destruction, damage, vandalism, etc. to the kiosks and/or kiosk environment infrastructure. The DOC shall not be liable for any such misuse, destruction, damage, or vandalism, etc.

2.3.6.14 All issues surrounding the tablet environment will be reported by the Contractor to the authorized DOC staff.

2.3.7 Provide the capability of producing reports, including but not limited to:

2.3.7.1 Use and statistical reports by function (e.g., banking, commissary orders, grievances, medical appointments, etc.);

2.3.7.2 Accounting reports;

2.3.7.3 Kiosk Operational Statistics to include:

A. At minimum, internal operational software.

B. Ability to look at up-time logging data and monitor kiosks.

C. Full monitoring capabilities; KVM/Power.

2.3.7.4 Touch screen buttons and font sizes large enough to be easily read by the vast majority of customers, and to DOC's satisfaction.

2.3.8 Contractors are to describe in detail the following:

2.3.8.1 Transaction processing messages;

2.3.8.2 Message prompts relayed to the inmates during their usage of the kiosk;

2.3.8.3 Error messages relayed, and whether or not the messages can be customized;

2.3.8.4 Ability for DOC to input instructional prompts and/or messages.

2.4 TABLET DEVICE

- 2.4.1 Tablet must be a corrections-grade device (e.g., tamper-proof seal to easily identify inmate alterations). The Contractor is to provide detailed specifications for proposed tablet(s).
- 2.4.2 The tablet device shall be secure for all correctional environments to access a secure network within facilities and allow the use of DOC-approved applications.
- 2.4.3 Provide tablets with a minimum one-year warranty.
 - 2.4.3.1 Contractor to provide detailed information regarding coverage under warranty:
 - A. When is repair considered?
 - B. When is tablet replaced?
 - 2.4.3.2 Contractor to provide any exclusions related to warranty.
 - 2.4.3.3 Contractor to provide turn-around time for repair/replacement.
 - 2.4.3.4 Contractor to provide if there is extended warranty coverage option.
- 2.4.4 Provide tablets in multiple form factors and adaptive for the sensorial disabled, the wireless tablet will offer a solution that integrates with the offender phone system and other Contractor's services such as mail, library, law library, commissary, grievances, documentation, education programs, vocational training, cognitive behavioral therapy, and entertainment.
- 2.4.5 Provide personal cloud storage at no cost that holds offenders files such as email, photos, music, eBooks and other document content. This feature shall provide offenders with the ability to retrieve their digital content during their incarceration and after their release from DOC custody.

2.5 WIRELESS TABLETS TECHNICAL ENVIRONMENT

- 2.5.1 The Contractor shall provide its application(s) that will run on an operating system, mutually agreed upon by the Contractor and the DOC, that is capable of being upgraded at no cost to the DOC.
- 2.5.2 Contractor must ensure that the operating system is no more than (N+2) revisions behind the publicly available kernel unless restricted by hardware capabilities or security gaps in newer versions
- 2.5.3 The Contractor must provide following technical support services for all hardware equipment and software for services provided including, but not limited to:

- 2.5.3.1 Updates and upgrades;
- 2.5.3.2 Security-related updates to their proposed solution, which may be called updates, upgrades, patches, service packs, hot fixes, and/or workarounds.
- 2.5.3.3 All upgrades, bug fixes, and enhancements to the software and/or hardware shall receive prior approval by the authorized DOC staff, if required by the DOC.
 - A. If requested by the authorized DOC staff, the Contractor will provide a test environment to allow the authorized DOC staff to verify the update, upgrade, fix and/or enhancement is compatible with the current operating environment.
 - B. Contractor to describe how they will manage the transfer of any purchased media, including but not limited to, music and approved messages (e.g., text and photos) to new devices introduced during the life of the contract, if DOC moves from a purchased tablet model to a leased model, and/or if a new Contractor is chosen upon contract termination. Contractor shall explain any size limitations in transferring data.
- 2.5.4 The Contractor shall provide over-the-air security-related updates to its device operating system in a manner similar to how such updates are provided for commercial Windows based computer systems and for operating systems on smart phones.
- 2.5.5 The system may or may not be deployed using a wireless network. The Contractor shall detail plans to support their proposal both ways.
 - 2.5.5.1 Tablets may or may not connect to DOC network infrastructure. The Contractor shall detail plans to support their proposal both ways.
 - 2.5.5.2 The Contractor shall provide a system that does not interfere with any wireless equipment (two-way radios, Wi-Fi equipment, etc.) already operating at a DOC facility.
 - A. This includes but is not limited to two-way radio systems, telephone and data systems (other than applicable cellular devices), fire alarm systems, environmental control systems, lighting, motors, pumps, and electrical equipment.
 - B. The Contractor shall be responsible for any repairs required should any damage occur.
 - 2.5.5.3 The DOC shall have the authority to determine which channels are to be used by the Contractor.

- A. The Contractor shall allow DOC SNMP monitoring of these tablets devices, at a minimum.
 - B. The Contractor shall allow DOC complete audit and read-only access to entire Contractor infrastructure located on any DOC premises.
- 2.5.6 The Contractor shall provide all equipment and software necessary to provide tablet services including, but not limited to: hardware, wiring, network equipment, etc.
 - 2.5.6.1 The Contractor may utilize any existing hardware belonging to the DOC that is available, provided it is deemed to be suitable and approved by the DOC.
 - 2.5.6.2 The Contractor shall install and manage wireless networking equipment that will allow all offenders to obtain the services requested in all areas, grounds, and buildings designated by the DOC.
 - 2.5.6.3 All equipment should be tamper resistant, of durable construction, and considered by industry standards as appropriate for a correctional environment.
 - 2.5.6.4 The Contractor shall maintain and repair all networking and wireless network hardware and software for the offender network for the services requested
 - 2.5.6.5 The Contractor shall be responsible for all charges related to the purchase, installation, repair, or maintenance of all hardware and software related to the offender network for the services requested. This responsibility includes, but is not limited to, all costs which may result from: (1) the provision of services to any newly constructed building(s) at an existing DOC facility; (2) the provision of services resulting from modifications made necessary by DOC changes at the correctional facility; (3) negligent or deliberate damage or loss; and (4) any other damage or loss related to theft, fire, explosion, water damage, electrical power incident(s), acts of God (such as earthquake or flood).
 - 2.5.6.6 The DOC requires the Contractor to provide reliable high speed fiber optic cabling at each facility, at no cost to the DOC. The fiber optic network will be used for inmate phone calls and wireless tablet services including but not limited to music downloads, secured messaging, commissary ordering, inmate scheduling, banking, e-books, learning and training.
 - 2.5.6.7 Provide the DOC a percentage of the infrastructure solution (bandwidth) for the DOC to deliver shared applications and other educational content to offenders within the facilities for educational and reentry purposes. Besides the fiber optic strands that will be used

by the Contractor for inmate phone and wireless tablet services, the DOC seeks to have the Contractor provide the DOC with additional fiber optic strands specifically for the DOC and managed by the DOC for educational and reentry purposes. The strands shall be terminated, tested, and ready for the DOC's use.

- 2.5.6.8 Agree to transfer the Contractor-provided network at no cost to the DOC upon expiration of contract. This shall include all applicable cabling and wireless equipment.
- 2.5.7 Contractor must describe in detail all of the security features built into their respective systems at the hardware, operating system, wireless infrastructure, network, and application layers.
 - 2.5.7.1 The Contractor shall detail its ability to disable devices such as FM radio, Bluetooth radio, etc. as required by the DOC.
 - 2.5.7.2 In order to be classified as disabled, a device must be disabled in BIOS and have no installed operating system driver.
- 2.5.8 The system at each DOC Facility must allow for designated DOC personnel located either at the facility or central administration to locally or remotely access each of the systems via a secure, password protected method.
 - 2.5.8.1 Specified DOC personnel must have the ability to modify or view any data, privileges, accesses or restrictions pertaining to inmates based on DOC-defined administrative rights.
- 2.5.9 The system features shall include, but are not limited to:
 - 2.5.9.1 Remote wiping and/or blocking;
 - 2.5.9.2 Central and remote site network administration;
 - 2.5.9.3 Centralized management of installed / accessible packages;
 - 2.5.9.4 AP isolation or other technology to prevent unapproved communication between tablet devices and other networks;
 - 2.5.9.5 Centralized management of authentication mechanisms; and
 - 2.5.9.6 System reporting.
- 2.5.10 The Contractor shall propose, provide, and describe their solution for change management. These must include at a minimum:
 - 2.5.10.1 Version number;
 - 2.5.10.2 Description of the change;

- 2.5.10.3 How the change was initiated (e.g. user or system support);
- 2.5.10.4 Person requesting the change;
- 2.5.10.5 Person responsible for the change; and
- 2.5.10.6 Date and time of the change.

2.5.11 Training

- 2.5.11.1 The Contractor will provide training to the authorized DOC staff personnel at the locations where the equipment is installed. Additional training will be provided to new authorized DOC staff assigned during the Contract period, at no cost to the DOC, at specific DOC facilities. Training conducted via Video conferencing and/or webinar are acceptable.
- 2.5.11.2 Training manuals will be provided to the authorized DOC staff at all training meetings at no cost to the DOC. All manuals will become the property of the DOC.
- 2.5.11.3 Informational pamphlets, in both hardcopy and electronic form, will be available for inmate's relatives to explain applicable features and functionalities of the tablet(s) when requested by the authorized DOC staff, at no cost to the DOC.

2.5.12 Maintenance

- 2.5.12.1 Contractor to provide maintenance and service plan to include frequency and speed of maintenance. System downtime shall not extend beyond a 24-hour duration for any reason.
- 2.5.12.2 The Contractor must provide support for the equipment Monday through Friday 8:00 am to 5:00 pm in Participating State's time zone. Contractor must provide the toll-free number for agency to call when service is needed.
 - A. The Contractor shall provide a detailed plan for customer support during non-business hours.
- 2.5.12.3 The Contractor shall maintain levels of service and machine installation at no cost to state.
- 2.5.12.4 There shall be no additional installation cost to the DOC for changing out machines that need repair or replacement. The Contractor shall be responsible for any expenses required for the repair of the equipment.

- 2.5.12.5 The Contractor will coordinate its service schedule in advance with the facility.
- 2.5.12.6 The Contractor shall contact the facility for entry approval regarding maintenance and repairs.
- 2.5.12.7 The Contractor shall provide the necessary labor, parts, materials, and transportation to maintain the hardware and software for the tablets in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge will be made to the DOC for maintenance of the tablet environment infrastructure.
- 2.5.12.8 The Contractor shall provide for continuous on-line diagnostics and continuous supervision as well as local remote offline control access for advanced programming and diagnostics of the tablet environment. Access to the built-in advanced diagnostics and program control will be accessible via network by service center personnel and will provide failure reports, service history and other diagnostics.
- 2.5.12.9 The Contractor will provide their on-site repair time, method and proposed level of services for the facilities. Contractors will detail their ability to handle emergencies.
 - A. Please provide an escalation plan.
- 2.5.12.10 Contractors will provide support for all tickets as they are opened, updated and closed by the field technicians, providing detail to show the problem and final resolution of said problem.
 - A. Should the escalation plan as provided by the Contractor not be followed explicitly, the Contractor will be liable for lost commissions during times the tablet infrastructure is in need of repair and not properly operating.
 - B. The specific commission will be calculated by the State and the State will advise the Contractor of all commissions due.
 - C. The Contractor will pay the calculated lost commission with the next commission payment due the State.
 - D. Contractor will be allotted time between the notification and the next commission payment to validate the lost commission.
- 2.5.12.11 The Contractor must provide the authorized DOC staff with a complete list of office and cellular numbers for its Contractors/subcontractors, managers, administrators, technicians, etc. The Contractor's management office and emergency telephone numbers must also be furnished.

- 2.5.12.12 The Contractor will provide a copy of the company's current repair procedure policy for both normal maintenance and emergency outages as it relates to your proposal.
- 2.5.12.13 Either party will report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the tablet environment.
- 2.5.12.14 All issues surrounding the tablet environment will be reported by the Contractor to the authorized DOC staff.

2.6 ACCESSORIES

The Contractor to provide a list and proposed pricing for all tablet accessories offered in the Cost Proposal.

3. INMATE TELEPHONE SYSTEM (ITS)

3.1 ITS GENERAL FUNCTIONALITY

- 3.1.1 The Contractor will provide the ITS with a technology system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of inmate telephone calls meeting the DOC's ITS security requirements. In addition, the ITS will contain a secure database for transactional call records and provide data feeds to the DOC's official data repository.
- 3.1.2 Contractor must have functionality to allow or establish approval processes based on hierarchy or named group before an event is allowed to occur.
- 3.1.3 Authorized DOC staff will be responsible for providing a daily "inmate location" and "inmate ID number" to the Contractor. The authorized DOC staff will determine the type, format and transmission method of the daily "inmate location". Authorized DOC staff will define the specifications of the requested data feed.
- 3.1.4 The Contractor will provide complete support of all ITS software necessary to ensure provision of services at all times throughout the duration of the Contract. In addition, the Contractor will monitor changes to associated interfaced systems and accommodate changes in their ITS as needed to continue operations of the services and ITS as specified herein.
- 3.1.5 The ITS will be restricted to outgoing calls only. The ITS will not process incoming calls at any time. The ITS will allow for the authorized DOC staff to program times when the ITS will be operational.
- 3.1.6 During the call set-up process, the ITS will provide a pre-recorded announcement every five (5) minutes, which complies with Code of Federal Regulations (CFR), Title 47, Volume 3, Part 64.710, identifying that the collect call is coming from a specific inmate at a specific DOC facility, stating rate and complaint information

and containing a toll free number for the consumer's use. This announcement will be heard by the answering party. The announcement will also include the statement: "All telephone calls will be recorded and monitored except attorney calls".

- 3.1.7 The ITS will have the capability to be deactivated (shut down), by authorized DOC staff or Contractor staff as authorized by DOC. The ITS will be capable of deactivating the ITS ID feature by individual inmate telephone, group of telephones and/or entire facilities, at the authorized DOC staff's option. Regardless of the deactivation, the ITS will restrict inmate calls to:

- 3.1.7.1 Prepaid collect;
- 3.1.7.2 Normal collect;
- 3.1.7.3 Local;
- 3.1.7.4 Long distance;
- 3.1.7.5 Cellular; and
- 3.1.7.6 International calls.

- 3.1.8 At no time, will the inmate telephones be unrestricted due to the deactivation of the ITS ID feature. The authorized DOC staff will have the ability to immediately deactivate any inmate's telephone account, upon approval of the authorized DOC staff for any of the following reasons:

- 3.1.8.1 48-hours prior to any transfer;
- 3.1.8.2 48-hours prior to any outside medical appointment; or
- 3.1.8.3 48-hours prior to any outside court appointment.

- 3.1.9 The ITS will provide for authorized DOC staff access for the purposes of managing ITS access information in real time. Authorized DOC staff and Contractor staff, as authorized by the DOC, will have the ability to immediately enter, delete or modify any ITS access information including, but not limited to, calling privileges or restrictions pertaining to inmates.

- 3.1.10 The ITS will provide capability for assigning an inmate's telephone access to an individual telephone or group of telephones so that the inmate's account may only place calls from those designated telephones. These telephones will still be capable of being used by an inmate whose telephone access is not specifically assigned to an individual telephone.

- 3.1.11 Should there be power outage issues, the ITS and UPS will maintain all currently ongoing telephone calls for up to five (5) minutes while blocking any additional call attempts after the event. A telephone message will alert inmates that they have two (2) minutes remaining on their call. After five (5) minutes, if the UPS

has not alerted the ITS that commercial power has been restored, the ITS will power down to a quiescent state that allows it to resume full operation automatically after commercial power is restored. Upon restoration of power and system recovery, the ITS will wait for five (5) minutes of stable power before allowing inmate calls to resume.

3.1.12 The system at each DOC Facility must allow for DOC investigative personnel located either at the facility or central administration to remotely access each of the systems via a secure, password protected method. Specified DOC personnel must have the ability to change or modify or view any privileges or restrictions pertaining to inmates at their facility.

3.1.13 The system features should include, but are not limited to:

- 3.1.13.1 Central and remote site network administration;
- 3.1.13.2 Centralized DOC system database;
- 3.1.13.3 Automated operator;
- 3.1.13.4 Call branding;
- 3.1.13.5 Call blocking;
- 3.1.13.6 Three-way call detect;
- 3.1.13.7 Call forwarding detect;
- 3.1.13.8 Call acceptance monitoring;
- 3.1.13.9 Call duration limits and other inmate calling restrictions;
- 3.1.13.10 Call monitoring and recording;
- 3.1.13.11 Hot number tracking; and
- 3.1.13.12 System reporting.

3.1.14 The Contractor shall install and operate prison inmate telephones and all related equipment including wiring for the inmate telephones, installation, and any related hardware and software/firmware specifically identified in this RFP without cost to the DOC. All proposals must include a program for commission payments to DOC.

3.1.15 Site visits shall be negotiated within each Participating State's Participating Addendum.

3.2 REGULATORY REQUIREMENTS

- 3.2.1 The Contractor will adhere to any and all municipal, State or Federal requirements for the Inmate Telephone System (ITS) and managed access installation, certification, training or registration throughout the duration of the Contract. Should violation of codes, laws, statutes or ordinances occur relating to the ITS, the selected Contractor shall correct the situation at no cost to the DOC, including payment of any fines or penalties associated with the violation.
- 3.2.2 The Contractor will be responsible for compliance with all regulatory requirements imposed by local, State and Federal regulatory agencies for all services provided throughout the duration of the Contract.
- 3.2.3 The Contractor will be responsible for making all modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the DOC to ensure proper use of the ITS by inmates and authorized DOC staff.
- 3.2.4 The Contractor will keep all call processing and call rating information current and made available upon request by the authorized DOC staff. This information will include, but not be limited to:
 - 3.2.4.1 Local exchanges;
 - 3.2.4.2 Area codes;
 - 3.2.4.3 Country codes; and
 - 3.2.4.4 Any other information necessary to accurately process and rate calls.
- 3.2.5 The Contractor will ensure the ITS provides telephone reception quality equal to the highest level of quality offered to the general public and will meet all industry standards for service quality as defined by each DOC. The Contractor will accept the authorized DOC staff's decision regarding determination of quality.

3.3 CONTRACTOR RESPONSIBILITIES IN INITIAL INSTALLATION AND ONGOING MAINTENANCE

- 3.3.1 The Contractor will provide new equipment and software in current production and considered to be state-of-the-art at the time of installation necessary to provide the services as requested in this RFP. Contractor must maintain state-of-the-art level for the duration of the Contract. These services include but are not limited to:
 - 3.3.1.1 Telephone sets;
 - 3.3.1.2 Wiring;
 - 3.3.1.3 Connectors;
 - 3.3.1.4 Jacks;

- 3.3.1.5 Security and monitoring hardware; and
 - 3.3.1.6 Software systems.
- 3.3.2 The Contractor will be responsible for all equipment in the ITS in its entirety or its individual components including, but not limited to:
 - 3.3.2.1 Normal wear/use;
 - 3.3.2.2 Inmate abuse;
 - 3.3.2.3 Natural disaster; or
 - 3.3.2.4 Inmate unrest.
- 3.3.3 The ITS and/or component replacement will be performed at no cost to the DOC and will occur immediately upon notification to the Contractor of the ITS problem by the facility or authorized DOC staff.
- 3.3.4 For each facility installation, the Contractor will submit, to authorized DOC staff, an implementation plan which will include an installation schedule. If agreed upon installation schedule is delayed beyond two (2) weeks from Contracted deadline date, the Contractor will pay for any additional telephone service costs and/or lost commission incurred by the DOC as a result of the time delay.
- 3.3.5 Weekly updates to the installation plan must be submitted to authorized DOC staff designated by each DOC.
- 3.3.6 The Contractor agrees to obtain written permission, from authorized DOC staff, before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. The DOC does not anticipate such work will be required for the initial installation of the ITS.
- 3.3.7 The Contractor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 3.3.8 Use of existing or in-place equipment including but not limited to:
 - 3.3.8.1 Conduit;
 - 3.3.8.2 Raceways;
 - 3.3.8.3 Cable ways;

- 3.3.8.4 Cable;
 - 3.3.8.5 Inside wiring;
 - 3.3.8.6 Telephone set mountings;
 - 3.3.8.7 Switches;
 - 3.3.8.8 Terminal boxes; and
 - 3.3.8.9 Terminals within the facility are at the risk of the Contractor.
- 3.3.9 No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Contract by the Contractor becomes the DOC's property upon termination and/or expiration of the Contract.
- 3.3.10 The Contractor agrees that if any cabling work is required as part of any installation, all new cables will be used and marked clearly and legibly at both ends, and must meet all applicable Electronics Industries Alliance/Telecommunications Association (EIA/TIA) wiring standards for commercial buildings. All new cabling required by the Contractor will be installed by the Contractor at no cost to the DOC.
- 3.3.11 The Contractor must agree and have the capability to install the required quantity of telephones requested by each DOC.
- 3.3.12 The authorized DOC staff reserves the right to add or delete facilities receiving service under the Contract upon thirty (30) days written notice. Such additions or deletions may be accomplished by letter and do not require a Contract amendment.
- 3.3.13 When a new facility is opened by the DOC, the authorized DOC staff will determine (in consultation with the Contractor) a schedule for installation of services and equipment at that location to ensure service as soon as practicable at the new site.
- 3.3.14 The Contractor will provide and install surge and lightning protection to protect their equipment. If outages are caused by surge and/or lightning, the Contractor will reimburse DOC for lost commission.
- 3.3.15 Installation of all telephones and related equipment will be accomplished during normal business hours at each facility or as directed by the facility's onsite authorized DOC staff.
- 3.3.16 The Contractor will clean up and remove all debris and packaging material resulting from work performed.

- 3.3.17 The Contractor will restore to original condition any damage to the DOC's property caused by maintenance or installation personnel associated with the Contractor, including repairs to walls, ceilings, etc.
- 3.3.18 The Contractor agrees to install, repair and maintain all Contractor provided equipment and lines at no cost to the DOC. Equipment must be maintained as current state-of-the-art.
- 3.3.19 Upon completion of initial installation and any additional changes as needed to the ITS, Contractor must provide the authorized DOC staff with a list of telephone numbers, serial numbers, and locations of each unit. Contractor will routinely provide updated lists containing this information to authorized DOC staff.
- 3.3.20 The Contractor must indicate the physical size of any controlling equipment to be installed at the DOC's facilities.
- 3.3.21 The Contractor must indicate any environmental conditions required for the proposed controlling equipment. This will include any air conditioning or heating requirements for the control room or area. The Contractor will be required to supply the necessary heating or cooling system for the control room at no additional cost to DOC.
- 3.3.22 Cordless phones are optional and may be utilized on State by State basis at no extra cost. The Contractor will supply additional cordless telephones and or batteries for the telephones, as needed, at no cost to the DOC throughout the duration of this Contract.
- 3.3.23 The Contractor will process the calls from the cordless telephones through the ITS.

3.4 STATION EQUIPMENT SPECIFICATIONS

- 3.4.1 All technical specifications and ITS requirements will meet or exceed industry standards, and will be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the authorized user in normal intended use, unless otherwise required herein.
- 3.4.2 The ITS will be capable of providing all operational features and system requirements applicable to all calls placed through the ITS, including local, long distance, and international calling.
- 3.4.3 Each call, having been identified as being placed through the Contractor's ITS, will be delivered to the called party as a collect call, debit and/or pre-paid call.
 - 3.4.3.1 Describe your company's methodology to accomplish this.
- 3.4.4 The Contractor will explain the company's ability and procedure to track other carrier's telephones and validate bill to numbers.

- 3.4.5 The Contractor will subscribe to the Line Information Data Base (LIDB-physical address of telephone number) for validation purposes. The Contractor will provide a searchable database for each inmate call and process only those calls which do not have Billed Number Screening (BNS) or Billed to Numbers (BTN). The Contractor must assume all responsibilities for the cost of the validation.
- 3.4.6 Telephone equipment will be powered by the telephone line and will require no additional power source. A power source will be available at the demarcation location. Contractors will be required to identify the demarcation location for each facility.
- 3.4.7 In the unlikely case of the loss of commercial power and the failure of the Uninterruptible Power Source (UPS), the ITS must automatically restrict or “shut off” all inmate telephones so that no inmate calls can be made until commercial power is restored and access is once again provided by the State.
- 3.4.8 The ITS will be capable of recovering from a power outage automatically or remotely once commercial power is restored.
- 3.4.9 Contractor will explain their process to validate and restore the ITS after shut down. If this is longer than 60 minutes, please explain how this will become part of a service level support defect.
- 3.4.10 The ITS and telephone stations will contain tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts.
- 3.4.11 The Contractor will provide a sufficient infrastructure to allow inmates to utilize all the available telephones at the same time.
- 3.4.12 The Contractor will provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to: providing telephones which are accessible to persons in wheelchairs, visually impaired and compatible with Telephone Devices for the Deaf (TDD). The Contractor will provide the requested number of TDD units as specified in each States Participating Addendum.
- 3.4.13 All telephones must be of the “amplified” or of volume-controlled sort.
- 3.4.14 The ITS will process calls:
 - 3.4.14.1 At a minimum, in English and Spanish; and
 - 3.4.14.2 Contractor shall identify all possible languages to be provided to the DOC. Any additional costs to provide languages must be included in Contractor’s cost response “in a separate line.”
- 3.4.15 The inmate must be able to select the preferred language utilizing a simple one (1) or two (2) digit code.

- 3.4.16 The Contractor will indicate whether the called party can also select the preferred language for call prompts. Any additional cost for languages will be included in Contractor's cost response "in a separate line."
- 3.4.17 Written dialing instructions for all languages will be provided to DOC and be prominently displayed on each inmate telephone. ITS will replace systems, except for interface systems.
- 3.4.18 During the call set up process, the ITS will provide a pre-recorded announcement identifying that the call is coming from a specific inmate at the facility.
- 3.4.19 The ITS must offer the called party an option to receive a rate quote during the call set-up process.
- 3.4.20 All collect calls including debit and pre-paid calls must be clearly identified as a collect call to the called party. This recording must be heard by the called party, and be free of charge.
- 3.4.21 Call acceptance by the called party will be accomplished for all collect, debit and pre-paid calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS will be able to recognize and distinguish, but not be limited to, the following:
- 3.4.21.1 Standard or irregular busy signals;
 - 3.4.21.2 Standard or irregular ringing signals;
 - 3.4.21.3 Answering machines;
 - 3.4.21.4 Cellular telephones;
 - 3.4.21.5 Operator intercepts;
 - 3.4.21.6 Quick disconnects;
 - 3.4.21.7 Chain dialing; and
 - 3.4.21.8 No voice from called party.
- 3.4.22 The Contractor will provide information on how the proposed ITS will meet this requirement.

- 3.4.23 The ITS will provide a recording back to the inmate detailing why a call was not completed. Please provide a list of the available recorded reasons.
- 3.4.24 Completing all DOC authorized calls is a requirement. State your process for completing those calls that would normally be blocked because of Competitive Local Exchange Carrier (CLEC) issues.
- 3.4.25 Provide operational specifics and a description of your proposed ITS validation process.
- 3.4.26 Include whether the Contractor's validation is done in real time or by batch.
- 3.4.27 Specify Contractor's process for unblocking a telephone number which was originally restricted for non-payment, to include the timeframe for removing the restriction once the payment posts.

3.5 NETWORK AND INFRASTRUCTURE REQUIREMENTS

- 3.5.1 The Contractor will provide an ITS that includes a role-based monitoring component that is capable of being accessed through an authorized DOC staff log-in. The ITS will be capable of monitoring calls via secure, password protected internet access.
- 3.5.2 In addition, the ITS will interface with all digital network services provided by local exchange carriers (LEC) as well as inter-exchange carriers. The Contractor's response shall provide the types of network services to which the ITS will interface and the purpose (use of a specific application) of such services for the DOC.

3.6 SOFTWARE REQUIREMENTS

- 3.6.1 The Contractor will provide all software required to support the ITS. At the time of installation and throughout the duration of the Contract, including any renewals, all software will be the current production and considered to be state-of-the-art including software for all equipment and monitoring terminals utilized in service delivery. The DOC will not be responsible for any licensing costs throughout the duration of the Contract.
- 3.6.2 Contractor must ensure that the operating system is no more than (N+2) revisions behind the publicly available kernel.
- 3.6.3 The Contractor software installed on the DOC computers/servers must operate in the then current DOC hardware, software and security configuration. Contractor is responsible for maintaining capability as the DOC configuration changes, at no cost to DOC.
- 3.6.4 The DOC prefers Web based tools with no software installation requirements. Please describe all Contractor software proposed to be installed on DOC

computers and/or used by authorized DOC staff. Provide software product name, functional description, usage, and installation/configuration requirements.

- 3.6.5 The Contractor will provide all required/new software enhancements/upgrades to the ITS inclusive of service delivery for the ITS. Beta and Field Tested Software will not be provided unless specifically discussed with and approved by the authorized DOC staff.
- 3.6.6 All upgrades, bug fixes, enhancements to the software and/or hardware will receive prior approval by the authorized DOC staff. If requested by the authorized DOC staff, the Contractor will provide a test environment to allow the authorized DOC staff to verify the upgrade, fix and/or enhancement is compatible with the current operating environment.
- 3.6.7 The ITS will give inmates the ability to obtain account balances for telephone time and available inmate bank account funds to spend at the inmate store and coffee shops at no cost to the inmate. If Contractor software does not have this capability, the awarded Contractor will write an interface to accommodate DOC's needs.
- 3.6.8 The Contractor is responsible for resolving any problems identified by the authorized DOC staff in a timely fashion and at no cost to the DOC.

3.7 DATABASE REQUIREMENTS

- 3.7.1 The Contractor will provide a data record of all transactions through the ITS. The data record will be maintained in a database for monitoring and analysis of inmate telephone calls. The data record is used to alert authorized DOC staff of possible trends with inmate calls that could jeopardize the security of inmates, staff, or facilities.
- 3.7.2 The Contractor will be responsible for the generation and creation of a centralized system database. The ITS will provide the capability for every outgoing call to be recorded with a transaction record that includes, at a minimum, a recording of the telephone call on standard media in a format of authorized DOC staff's choosing that allows for playback on standard PC, CD drives or industry standard media players.
- 3.7.3 The database will be maintained in such a manner as to allow authorized DOC staff the capability to review and monitor inmate call data regardless of which DOC facility is housing the inmate.
- 3.7.4 The database will contain multiple data fields. At a minimum, the database will contain all fields required to generate reports as indicated in Reporting Requirements and all information required to establish Inmate Telephone Access as indicated in Section 4. Final data elements to be collected will be subject to written approval by the authorized DOC staff.

- 3.7.5 The ITS will provide the capability for authorized DOC staff to download reports from the database, through secured internet access, as outlined in Reporting Requirements.
- 3.7.6 In addition, the Contractor will provide access to the database through secure methods to be defined by the authorized DOC staff. Authorized DOC staff will be able to retrieve defined data on an on-going basis (could be real-time, daily or other).
- 3.7.7 The Contractor will provide requested data elements in a format to be determined by the authorized DOC staff. Data extracts will be downloadable, as needed, to a format of authorized DOC staff's choosing. The data will allow the authorized DOC staff to perform further analysis as/when needed. The authorized DOC staff will finalize the methods, processes and functions with the Contractor.
- 3.7.8 The Contractor must briefly describe how Section 3.7.6 will be accomplished with the proposed ITS for the DOC and what security measures are in place to ensure authorized DOC staff have access to only those call recordings for which they are authorized.
- 3.7.9 The ITS proposed by the Contractor must, at a minimum, allow authorized DOC staff to locate call recordings in the following manners:
 - 3.7.9.1 Search by inmate name or ITS inmate ID number (approved by DOC);
 - 3.7.9.2 Search by certain time period (date/time);
 - 3.7.9.3 Search by certain telephone instruments;
 - 3.7.9.4 Search by called telephone number; and
 - 3.7.9.5 Search by unit location.
- 3.7.10 The ITS must allow for the search criteria either individually or in combinations.
- 3.7.11 The ITS Contractor proposal will provide a search capability that allows authorized DOC staff to search call recordings for certain key words or phrases. The Contractor will provide a description of this capability. This feature will be commercially available at the time of the RFP submission in order to be compliant with this specification.
- 3.7.12 The ITS Contractor proposal will provide an alert capability that will notify authorized DOC staff with certain key words or phrases that are identified during the recording of the inmate call. This feature will be commercially available at the time of the RFP submission in order to be compliant with this specification.
- 3.7.13 The Contractor will provide a description of this capability.

- 3.7.14 The security and confidentiality of data in the ITS is of critical importance. The Contractor will recover all inmate telephone data for all locations, to the point of full service operation using a data backup.
- 3.7.15 The Contractor will perform all service and database back-ups and archiving. The Contractor will provide all archival hardware, supplies, and network recovery procedures to ensure no data is lost at no cost to the DOC.

3.8 DATA STORAGE

- 3.8.1 The Contractor will perform all ITS database back-ups and archiving including all call records, ITS programming database and call recordings. All archival hardware, supplies, network and recovery procedures, which ensure no data will be lost, will be provided by the Contractor at no cost to the DOC.
- 3.8.2 The Contractor will briefly describe how they will perform back-up or ITS redundancy of call data.
- 3.8.3 The Contractor will provide full ITS programming back-up on a daily basis including, but not limited to:
 - 3.8.3.1 All call restrictions;
 - 3.8.3.2 ITS inmate ID numbers;
 - 3.8.3.3 Recorded inmate names;
 - 3.8.3.4 ITS prompts; and
 - 3.8.3.5 Other ITS operating database information.
- 3.8.4 The Contractor will provide full ITS programming back-up in real time including, but not limited to:
 - 3.8.4.1 All call restrictions;
 - 3.8.4.2 ID;
 - 3.8.4.3 Recorded inmate names;
 - 3.8.4.4 ITS prompts; and
 - 3.8.4.5 Other ITS operating database information.

For example, when an Administrator updates an inmate's ID, the ITS automatically backs-up such changes immediately to the Contractor's off-site location.

- 3.8.5 The Contractor will provide full ITS inmate call record back-up from each DOC location on a daily basis.
- 3.8.6 The Contractor will provide full ITS inmate call record back-up in real time. For example, when an inmate has completed all information regarding the call, the Contractor will back-up immediately to the Contractor's off-site location.
- 3.8.7 The Contractor will provide full ITS inmate call recording back-up from each DOC location on a daily basis.
- 3.8.8 Contractor will provide full ITS inmate call recording back-up in real time. For example, when an inmate call completes, the entire recording of that call backs-up immediately to the Contractor's off-site location.
- 3.8.9 The Contractor will briefly describe how the local ITS databases at all DOC facilities will be kept current with the ITS back-ups at the Contractor's off-site location in case of required re-programming or ITS recovery at the DOC facility. Should the Contractor permanently lose call data, Contractor will be responsible to the DOC for reimbursement.
- 3.8.10 The Contractor must agree that the DOC retains ownership of all archived information, call detail, inmate records, call recordings, etc. The Contractor must agree that the DOC has the right to obtain all archived information, call detail, inmate records, call recordings, etc. associated with the ITS regardless of the location of such information within the Contractor's organization or site.
- 3.8.11 The ITS will store all call detail records, including all attempted and completed calls. This data will be stored at the Contractor sites throughout the duration of the Contract. Upon successful ITS implementation, the Contractor will either import the previous year's telephone data or pay the previous Contractor to provide one (1) year of call record storage and retrieval at no cost to DOC.
- 3.8.12 The Contractor will provide authorized DOC staff with a "Certificate of Destruction".
- 3.8.13 The ITS will record all data with a historical transaction record. All data will be stored/archived for retrieval/backup in a database when requested by authorized DOC staff in accordance with the following:
 - 3.8.13.1 All historical data will be centrally stored and accessible for reporting purposes.
 - 3.8.13.2 This information must be available for reporting in a format of authorized DOC staff's choosing.
 - 3.8.13.3 The Contractor is required to store telephone data throughout the duration of the Contract and/or successful transfer of the data to the authorized DOC staff. Call records detail and call recordings will be available "on-line" for a minimum of twelve (12) months from the date of the call and call records detail will be available "off-line" for

an additional forty-eight (48) months, or a total of sixty (60) months from the date of the call. "Off-line" records will be in a format readily accessible to the authorized DOC staff upon request.

3.8.13.4 All data will remain the property of the DOC and the Contractor will not use the data for any purpose other than as required in the Contract.

3.8.14 The Contractor will have a written Disaster Recovery Plan and Continuity of Operations Plan and associated internal system equipment that will be capable of providing for support in case of failures in power, ITS data networking, and Contractor's equipment at its host site through the user-level equipment provided by the Contractor, and for all natural or man-made disasters including flood or fire at the host facility. These plans and all updates will be reviewed and accepted by the authorized DOC staff and kept for reference purposes.

3.9 SECURITY FEATURES

3.9.1 The ITS will allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.

3.9.2 The ITS will contain security features, which prevent unauthorized individuals from accessing any information held by the Contractor. Secure access to the ITS and the database will be maintained at all times.

3.9.3 The Contractor will establish an "informant" line. Calls to the "informant" line will be free and will be routed via the ITS to a destination designated by authorized DOC staff. If so requested by authorized DOC staff, the destination for the "informant" line may be an automated voicemail box. This call will not be a charge to the inmate.

3.9.4 The ITS provided by the Contractor will not be capable of being detected by the called party for calling number identification (caller ID).

3.9.5 The ITS will prohibit direct-dialed calls of any type.

3.9.6 The ITS will prohibit access to "411" information service.

3.9.7 The ITS will prohibit access to DOC designated numbers.

3.9.8 The ITS must be able to be shut down quickly and selectively. Authorized DOC staff must be able to shut down the ITS by cut-off switches at several locations including, but not limited to:

3.9.8.1 At demarcation location - total facility telephones;

3.9.8.2 By central control center - select telephones; and

3.9.8.3 By select housing units - control center.

- 3.9.9 The ITS will be able to take an individual telephone out of service without affecting other telephones.
- 3.9.10 The ITS will not process incoming calls at any time. The Contractor shall agree that no inmate telephone will be capable of receiving an incoming call and the Contractor will work with the local exchange carriers (LECs) to ensure such control.
- 3.9.11 The Contractor will describe how it detects “false disconnects”.
- 3.9.12 The ITS will have the capability of answer detection.
- 3.9.13 The Contractor will describe its answer detection methodology.
- 3.9.14 The inmate's call will be muted until the called party has positively accepted the call. The ITS will not allow the inmate to hear the called party prior to the actual positive acceptance of the call.
- 3.9.15 The ITS will be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes per inmate, per month.
- 3.9.16 In all circumstances, the ITS will limit the inmate to a single call request. The ITS will always require the inmate to disconnect and initiate another call.
- 3.9.17 The Contractor will provide information on any additional or optional features, investigative or management systems or tools provided that may be of interest to the DOC (e.g. word recognition/keyword search, reverse look-up, visitation telephone recording, pattern analysis, digital forensics, etc.) Please ensure a complete description of the features application is included. Any cost associated with the additional or optional features described shall be included in the Contractor’s cost proposal.
- 3.9.17.1 Contractor shall describe their ability to monitor a sample of inmate telephone calls and provide monthly reports to the DOC.
- 3.9.18 The Contractor may at the discretion of each Participating State:
- 3.9.18.1 Provide and maintain a computer network for offender use that is separate from the States network, enabling offenders to make phone calls from tablets, and the Contractor further should agree to:
- A. Provide all equipment and software necessary to provide the services requested, to include but not limited to: telephone sets, wiring, connectors, jacks, etc. The Contractor may, upon DOC approval, utilize any existing hardware belonging to the DOC that is available and suitable. (Note: Any materials currently belonging to the DOC shall remain the property of the DOC.) All equipment should be of a heavy construction

and considered vandal-proof by telephone industry standards. Security phone sets are to be provided by the Contractor, and all sets shall be the property of the Contractor. The DOC will determine the number of telephones at each facility along with the location of all necessary equipment. The Contractor will provide services to all facilities required by the DOC including current, new and privatized facilities.

- B. Repair and maintain all network hardware and software in the system, to include any currently existing hardware that the Contractor chooses to utilize. The Contractor shall be responsible for all charges related to the installation, repair, or maintenance of all network hardware/software related to the network and phone system for the term of the contract, including but not limited to: line charges, connection fees, or other charges that may be generated by local telephone companies or long distance telephone companies that may be utilized by the Contractor. All work performed by the Contractor shall be at the Contractor's expense and shall not be billed to the DOC.
- C. Provide and install all additional and replacement wire and/or cable necessary for the operation of the proposed systems. All wire and/or cable installed becomes the property of the DOC. The installation and materials used must conform to industry as well as DOC security standards.
- D. Order all lines and make all necessary connections to make the system active and for mounting all Contractor-owned equipment.
- E. Provide a system whereby telephone calls are not operator assisted, but are voice activated collect calls, prepaid or debit calls that include local and long-distance calls. State the options available to the DOC and recommend a program that would require limited administrative involvement by the DOC. The desired system languages are English and Spanish. Further, the phone system will be compatible with the needs of deaf offenders and offer video phones for deaf offenders. Hard of hearing offenders exist throughout the DOC, and the phone system should accommodate such offenders.
- F. Offer a programmable time limit restriction on calls with a notification of cut-off.
- G. Assign a permanent ID number to each offender to allow system access and use. Upon DOC request, DOC offender ID #'s may be changed.

- H. Include remote cut-off switches at each installation site and/or administration sites to allow the system to be disengaged by the DOC. The Contractor will provide and install cut-off switches.
- I. Provide a system capable of furnishing a maximum of 15 numbers to each offender. The system should be automated to allow for the offender to be responsible for programming, maintaining, and updating the system with approved numbers. All updates should be made the same day.
- J. Brand each call with the name of the facility and the name of the offender placing the call.
- K. Deny all incoming calls.
- L. Detect and prevent a call to be transferred to a third party within the limits of current technology. No calls to pager numbers or pay telephones are allowed.
- M. Provide offenders in segregation with mobile headsets or tablets (if the offender has purchased a tablet) to place phone calls.
- N. Terminate a call completely when the caller hangs up, the called party hangs up, when the system's time limit parameter is reached or when a third-party call or call forwarding is detected if designated by the DOC. The offender will be required to go through the automated operator or voice activator to initiate another call. The entire dial command sequence must be repeated.
- O. Offer each facility or applicable DOC employees the capability of remotely monitoring calls.
- P. Offer a monitoring system that incorporates a Security Threat Group (STG) component that will include but is not limited to: identification and tracking of STG member calls and their call patterns, reporting capabilities identifying all calls made by STG members and indicating STG affiliation by facility, and identify phone numbers STG members call and indicate report whether other offender are calling the same numbers.
- Q. Provide the capability of automatically recording all calls made from the offender telephone system, but not attorney calls, and the capability to track and retrieve recorded conversations via offender ID number, destination number, time of call, point of origin, or duration of call. The system should also offer the ability to query based on specific words and/or phrases. The system should allow for storage of this

information for a minimum of sixty months. The Contractor shall provide the necessary equipment to meet the required storage needs.

- R. Offer biometric voice identification technology to enroll, validate monitor and continuously identify all offenders speaking on phone calls. The biometric voice identification system shall include comprehensive investigative features.
- S. Offer a blocking feature to ensure that specific numbers are not called (e.g. 800, 888, 911, or toll-free numbers, etc.). In addition, the system shall allow for individual telephone numbers to be blocked.
- T. Offer a feature for blocking large number ranges, such as for State college dormitories.
- U. Not require DOC personnel to assist with the placing of a call.
- V. Include an accounting and reporting package that will provide detailed cost figures on all calls placed and provide revenue accounting on a monthly basis.
- W. Include capability for access to the Prison Rape Elimination Act (PREA) Sexual Abuse Hotline, which is operated by a designated outside reporting entity along with access to an identified emotional support entity and any other special need hotline numbers identified by the DOC. Calls to the Hotline shall be at no charge to offenders or the DOC. DOC to designate applicable staff with access to monitor the hotline.
- X. Provide a telephone hotline to allow an offender to dial #55 (preferred number) where the offender hears a recording (English/Spanish) stating they can report sexual abuse or sexual harassment using this system. The offender's voice message is attached to an email that is sent to either the English shared mailbox account or to the Spanish shared mailbox account for review and handling; mailbox must have the capability to send out emails. DOC must be able to confirm the location where the call originated. The offender may further dial #55 to request Emotional Support where they speak to a live person and can get emotional support or make a report.
- Y. Provide an anonymous hotline for staff and members of the general public to call in reports regarding sexual abuse or

sexual harassment. The voicemail will attach to an email that is sent to the applicable sexual abuse mailbox.

- Z. Agree that in the event of a transition to another offender phone Contractor, all equipment will remain with the DOC until new equipment is installed by the new Contractor. Provide the DOC and the new Contractor assistance for transition to a new contract at the termination of the contract resulting from this RFP.
- AA. Provide a system that does not violate any federal, State, or local laws.
- BB. Obtain all required Federal Communications Commission (FCC) licenses or any other approvals needed to utilize the system at a DOC facility.
- CC. Provide a system that does not interfere with any wireless equipment (two-way radios, Wi-Fi equipment, etc.) already operating at either facility. This includes but is not limited to two-way radio systems, telephone and data systems (other than applicable cellular devices), fire alarm systems, environmental control systems, lighting, motors, pumps, and electrical equipment. Should any damage occur, the Contractor shall be responsible for any repairs required.

3.10 ITS INMATE IDENTIFICATION NUMBER (ID) APPLICATION

3.10.1 The Contractor will establish an inmate account on the ITS that includes:

- 3.10.1.1 The DOC inmate ID number will be contained within the ITS inmate ID account number.
- 3.10.1.2 DOC inmate ID numbers are generated by each DOC Inmate management system at intake and will be provided to the ITS daily.
- 3.10.1.3 The ITS will provide the inmate the ability to choose a minimum of a four (4) digit password for logging into the ITS. The Contractor will describe the procedures to implement and reset an inmate's password.

3.10.2 Authorized DOC staff will have authority to modify or review any privileges or restrictions pertaining to an inmate. Level of authority should be password/user account/password-based.

3.10.3 The ITS inmate ID number application will work with the ITS using all the features and functionalities described herein. No calls will be made without an ITS inmate ID number.

- 3.10.4 The ITS will have the capability to provide collect, debit and pre-paid station-to-station calling utilizing an ITS inmate ID number.
- 3.10.5 The ITS must allow each ITS inmate ID number to have a “class of service” assigned. An adjustable default setting shall be provided. Setting will apply to all calls unless modified for a special ID. For example, each ITS inmate ID number will have the maximum duration of each call, etc. The proposed ITS must provide call restrictions by ITS inmate ID number and provide the following restrictions at a minimum:
 - 3.10.5.1 Location: Inmates can only make calls from the location designated by DOC.
 - 3.10.5.2 Placing of Calls: Inmates can be either approved or not approved to make telephone calls by ITS inmate ID number.
 - 3.10.5.3 Use of Specific Telephones: Inmates, via the ITS inmate ID number, will be restricted to a specific telephone or group of telephones, at the authorized DOC staff’s option; (e.g.: unit, wing, etc.).
 - 3.10.5.4 Duration of Call: Limit the duration of the call by facility, by individual, and by type of call, (local, Interlata, etc.).
 - 3.10.5.5 Time of day calling.
 - 3.10.5.6 Any combination of the above.
 - 3.10.5.7 Once an inmate is released, the ITS inmate ID number and password will be deactivated.
- 3.10.6 The ITS will interface with the DOC NOTIS system to ensure the DOC inmate ID will be automatically transferred to the ITS.
- 3.10.7 The ITS inmate ID numbers will be accessible to authorized DOC staff.
- 3.10.8 The Contractor’s ITS will document any changes to an individual ITS inmate ID number.

3.11 SYSTEM RESTRICTION, FRAUD CONTROL AND NOTIFICATION REQUIREMENTS

- 3.11.1 The security and confidentiality of inmate-placed telephone calls is of critical importance. Security features, which prevent unauthorized access to any information held by the Contractor, will provide for restriction to the ITS, fraud control for prevention purposes, and notification capabilities for attempted security violations or breaches. Secure access to the ITS will be maintained at all times. The ITS will have security capabilities that include, but are not limited to:
 - 3.11.1.1 Each completed call from the ITS, except registered attorney telephone calls, will include a pre-recorded announcement that the

call is subject to monitoring and recording. The pre-recorded announcement will be random, but no less than one (1) time within the first ten (10) seconds of the call and at a minimum of three (3) times in a 30 minute telephone call.

- 3.11.1.2 The Contractor will be able to detect unusual or suspicious number sequences dialed or dialing patterns, which the ITS identifies as possible attempts to commit fraud. The Contractor must briefly describe how the ITS will perform and/or prevent such fraudulent dialing attempts.
- 3.11.1.3 The proposed ITS will provide a call alert and notification feature. An alert is an immediate visible indication of a suspected event that can be set by authorized DOC staff. A notification is an e-mail or phone call to an identified event selected by authorized DOC staff. The event can include but is not limited to:
 - A. A certain inmate placing a call;
 - B. A certain number is called by an inmate; or
 - C. A DOC unauthorized call attempt is made.
 - D. The Contractor will briefly describe the alert feature proposed with the proposed ITS and the options available to the DOC.
- 3.11.1.4 The Contractor will be able to identify and report, 3 way or conference calling and call forwarding. The Contractor must have features that allow authorized DOC staff options to manage identified calls. If authorized DOC staff chooses to disconnect the call, the ITS will interject a message stating “This call is being disconnected in ten (10) seconds”.
- 3.11.1.5 Optional Requirement - Contractors will provide technology information on their ability to detect the presence of cell phones within a facility. This can be done through the Contractor’s company or in conjunction with a subcontractor. Provide a separate line in the proposal cost section ***Attachment C, Cost Proposal***.

3.12 SYSTEM NETWORK STATUS MONITORING COMPONENT

- 3.12.1 All the ITS will provide a system network status monitoring component within the ITS.
- 3.12.2 The ITS status monitoring component will, at a minimum:
 - 3.12.2.1 Show graphically, in real-time, the status of the ITS components at each DOC facility and other locations, to include but not limited to:

- A. Calls;
 - B. Processor equipment;
 - C. Call monitoring equipment;
 - D. Call recording equipment;
 - E. Telephone station equipment; and
 - F. Network circuit connections.
- 3.12.2.2 Show component status for the ITS in a minimum of two (2) conditions:
- A. “Green” for normal operation; and
 - B. “Red” for failed operation.
- 3.12.2.3 Provide automatic reporting of component status changes (not manual input) for calls.
- 3.12.2.4 Display and record event times, e.g., when any component changes status from “Red” to “Green”, or vice-versa.
- 3.12.2.5 The ITS provider shall provide the service technicians the ability to log acknowledgements of but not limited to:
- A. Component failures;
 - B. Log acceptance of responsibility for repair; and
 - C. Log comments on action taken for calls.
- 3.12.2.6 Authorized DOC staff will be allowed to observe the ITS status display at any time upon demand. All event records and technician logs will be maintained by the Contractor for a minimum of thirty (30) days and will be available to authorized DOC staff upon request.

3.13 DEBIT OR INMATE BASED PRE-PAID APPLICATION

- 3.13.1 The DOC requests the Contractor to support both debit and pre-paid applications at all facilities. The applications must include, but not be limited to, the following:
- 3.13.1.1 The debit/inmate based pre-paid application will work with the ITS provided.

- 3.13.2 The debit application will interface with the current DOC Commissary System for ease of transfer of money from the commissary account to the inmate ITS account. The commissary is managed by the authorized DOC staff.
- 3.13.3 The Contractor will provide information as to how the ITS handles debit balances if an inmate is transferred from one DOC facility to another.
- 3.13.4 The ITS will provide the inmate with a balance of their debit and/or inmate based pre-paid account at the time of the call. Please describe how this is accomplished.
- 3.13.5 The debit/inmate based pre-paid application will allow international calls.
- 3.13.6 The ITS will provide balance on bank account if requested at no cost to inmate.

3.14 TRAINING

- 3.14.1 The Contractor will provide training to the authorized DOC staff's personnel at the locations where the equipment is installed. Additional training will be provided to new authorized DOC staff assigned during the Contract period, at no cost to the DOC, at specific DOC facilities in the north and south. Video conferencing and/or webinar are acceptable.
- 3.14.2 Training manuals will be provided to the authorized DOC staff at all training meetings at no cost to the DOC. All manuals will become the property of the DOC.
- 3.14.3 Contractor to provide training material for inmates.
- 3.14.4 Informational pamphlets will be available for inmate's relatives to explain applicable features and functionalities of the ITS, when requested by the authorized DOC staff, at no cost to the DOC.

3.15 GENERAL MAINTENANCE

- 3.15.1 The Contractor shall contact the facility for entry approval regarding maintenance and repairs.
- 3.15.2 The Contractor will provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge will be made to the DOC for maintenance of the ITS.
- 3.15.3 The Contractor will have the ability to perform remote diagnostics to the ITS to determine if a problem is with the telephone or with the telephone line.
- 3.15.4 The ITS will provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline ITS control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and

program control will be accessible via telephone or network by service center personnel and will provide failure reports, service history and other diagnostics.

3.15.5 The Contractor will provide their on-site repair time, method and proposed level of services for the facilities. Contractors will detail their ability to handle emergencies.

3.15.5.1 Provide an escalation plan.

3.15.6 Contractors will provide support for all tickets as they are opened, updated and closed by the field technicians, providing detail to show the problem and final resolution of said problem.

3.15.6.1 Should the escalation plan as provided by the Contractor not be followed explicitly, the Contractor will be liable for lost commissions during times the telephones were in need of repair and not properly operating.

3.15.6.2 The lost commission will be calculated by multiplying the average number of calls for each call type x (times) the then prevailing calling rates x (times) the commission rate. The specific commission will be calculated by the State and the State will advise the Contractor of all commissions due.

3.15.6.3 The Contractor will pay the calculated lost commission with the next commission payment due the State. Contractor will be allotted time between the notification and the next commission payment to validate the lost commission.

3.15.7 The Contractor must provide the authorized DOC staff with a complete list of office and cellular numbers for its Contractors/subcontractors, managers, administrators, technicians etc. The Contractor's management office and emergency telephone numbers must also be furnished.

3.15.8 The Contractor will provide a copy of the company's current repair procedure policy for both normal maintenance and emergency outages as it relates to your proposal.

3.15.9 Either party will report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS.

3.15.10 All issues surrounding the ITS will be reported by the Contractor to the authorized DOC staff.

3.16 TRANSITION PLAN

3.16.1 The Contractor will work with the authorized DOC staff and the incumbent Contractor to ensure an orderly transition of the ITS and responsibilities under the Contract and ensure the continuity of the ITS required by the DOC.

- 3.16.2 The Contractor will propose a transition plan that minimizes lost revenue to the DOC for a smooth “cutover” to the new ITS.

The Contractor will maintain the current ITS database information including inmate profiles and call records. These will be retained during conversion to the new ITS. The Contractor shall explain how database is maintained.

- 3.16.3 Upon expiration, termination, or cancellation of the Contract, the Contractor will cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Contract to an organization designated by the authorized DOC staff. The Contractor will provide and/or perform any or all of the responsibilities outlined in this Scope of Work.
- 3.16.4 The Contractor acknowledges the call records, call recording, documentation, reports, data, etc., contained in the ITS are the property of the DOC. The Contractor is responsible for providing all call records, call recordings, documentation, data, etc., in a format that authorized DOC staff can maintain and utilize as an operational database and is designated by the authorized DOC staff.
- 3.16.5 Upon termination, all call detail records, call recordings, documentation, reports, data, etc. will be provided to the authorized DOC staff by the Contractor within one hundred twenty (120) days of request or termination of the Contract. The data will be in a workable, software-compatible format, to be determined by authorized DOC staff, at no cost to the DOC.
- 3.16.6 The Contractor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed one hundred twenty (120) calendar days after the expiration, termination or cancellation date. Upon termination, the Contractor will discontinue providing service or accepting new assignments under the terms of the Contract, on a date specified by the authorized DOC staff.
- 3.16.7 All commissions will be due and payable by the Contractor to the DOC at the compensation rate provided in the Contract until collect, debit and/or pre-paid calls are no longer handled by the Contractor. Not to exceed one hundred twenty (120) days.
- 3.16.8 The Contractor will provide a plan for rendering restitution in the event agreed upon commissions are not paid to DOC at mutually agreed time periods and/or in the event of ITS malfunctions.

3.17 MAINTENANCE/SERVICE

- 3.17.1 Software Modification by the Contractor and Release Management.
- 3.17.2 For DOC-initiated modification to the software; the Contractor shall provide the following:

- 3.17.2.1 Timely cost estimates; and
- 3.17.2.2 Reasonable delivery date for enhancements, as mutually agreed upon.
- 3.17.3 The Contractor will prepare software releases and stages for testing, validation and acceptance in a test environment. The DOC may require the ability to perform testing for authorization to proceed prior to migration to production environment.
- 3.17.4 The Contractor shall propose, provide, and describe their solution for change management. These must include at a minimum:
 - 3.17.4.1 Version number;
 - 3.17.4.2 Description of the change;
 - 3.17.4.3 How the change was initiated (e.g. user or system support);
 - 3.17.4.4 Person requesting the change;
 - 3.17.4.5 Person responsible for the change; and
 - 3.17.4.6 Date and time of the change.
- 3.17.5 Contractor to provide maintenance and service plan to include frequency and speed of maintenance. Downtime shall not extend past a 24-hour period.
- 3.17.6 The successful contractor must provide support for the equipment Monday through Friday 8:00 am to 5:00 pm in Participating State's time zone. Contractor must provide the toll free number for agency to call when service is needed.
 - 3.17.6.1 The Contractor shall provide detailed plan for customer support during non-business hours.
 - A. The Contractor shall provide detailed plan for customer support during non-business hours. Non-business hours are 5:00 pm to 8:00 am Monday through Friday, weekends and holidays.
- 3.17.7 Maintain levels of service and machine installation at no cost to state
- 3.17.8 No additional installation cost for changing out machines that need repair or replacement.
- 3.17.9 The Contractor will coordinate its service schedule in advance with the facility.
- 3.17.10 If ownership of equipment shall remain with the contractor, the state shall provide reasonable measures against loss by pilferage or destruction. The

Contractor shall be responsible for any expenses required for the repair of the equipment.

3.17.11 The successful Contractor must provide following support services for equipment placed within state buildings that include but are not limited to:

3.17.11.1 Unlimited phone support;

3.17.11.2 Updates and upgrades; and

3.17.11.3 Security-related updates to their proposed solution, which may be called updates, upgrades, patches, service packs, hot fixes, or workarounds.

4. DIGITAL MAIL SERVICES (DMS)

4.1 DMS GENERAL FUNCTIONALITY

4.1.1 The Contractor will provide a DMS system fully supported by an infrastructure which has the capability to provide secure monitoring and review of inmate's mail meeting DOC's security requirements. In addition, the DMS will contain a secure database for received inmate mail and provide data feeds to the DOC's official data repository.

4.1.2 The DMS at or for each DOC Facility must allow for DOC investigative personnel located either at the facility or central administration to remotely access the system via a secure, password protected method. Specified DOC personnel must have the ability to modify or view any privileges or restrictions pertaining to inmates at their facility.

4.1.3 The system features should include, but are not limited to:

4.1.3.1 Secure digitization and delivery of all non-privileged physical mail sent to inmates;

4.1.3.2 Secure digitization and delivery of all privileged (e.g., legal, medical, etc.) physical mail sent to inmates. If not offered, the Contractor shall provide secure tracking and delivery of all privileged physical mail sent to inmates;

4.1.3.3 Central and remote site network administration;

4.1.3.4 Investigative search features for inmates' mail;

4.1.3.5 Tracking and logging receipt and delivery of all received mail, privileged and non-privileged;

4.1.3.6 Storage of hard copy mail off-site from DOC;

- 4.1.3.7 Retention of digital copies of all received mail;
- 4.1.3.8 Reporting of received contraband to DOC and local law enforcement;
- 4.1.3.9 Handling policy for rejected mail; and
- 4.1.3.10 Policy for distribution of approved mail, privileged and non-privileged.
- 4.1.4 Authorized DOC staff will be responsible for providing a daily “inmate location” and “inmate ID number” to the Contractor. The authorized DOC staff will determine the type, format and transmission method of the daily “inmate location”. Authorized DOC staff will define the specifications of the requested data feed.
- 4.1.5 The Contractor will provide complete support of all DMS software necessary to ensure provision of services at all times throughout the duration of the Contract. In addition, the Contractor will monitor changes to associated interfaced systems and accommodate changes in their DMS as needed to continue operations of the services and DMS as specified herein.
- 4.1.6 If required by DOC, Contractor may install and/or provide any necessary printer equipment and consumable supplies related to the printing and distribution of physical copies of mail within DOC facilities including any related hardware and software/firmware without cost to the DOC.
- 4.1.7 Contractor to describe the ability for inmate’s to view approved mail using a DOC-approved portable device (e.g., tablet).
- 4.1.8 Site visits, if necessary, shall be negotiated within each Participating State’s Participating Addendum.

4.2 REGULATORY REQUIREMENTS

- 4.2.1 The Contractor will adhere to any and all municipal, State or Federal requirements for the handling and delivery of mail throughout the duration of the Contract. Should violation of codes, laws, statutes or ordinances occur relating to the digital mail system, the selected Contractor shall correct the situation at no cost to the DOC, including payment of any fines or penalties associated with the violation.
- 4.2.2 The Contractor will be responsible for compliance with all regulatory requirements imposed by local, State and Federal regulatory agencies for all services provided throughout the duration of the Contract.
- 4.2.3 The Contractor will keep all mail processing data current and made available upon request by the authorized DOC staff.
- 4.2.4 The Contractor will ensure the timely processing of mail, equal to the highest level of quality offered to the general public and will meet all industry standards

for service quality as defined by each DOC. The Contractor will accept the authorized DOC staff's decision regarding determination of quality.

4.3 CONTRACTOR RESPONSIBILITIES IN INITIAL INSTALLATION AND ONGOING MAINTENANCE

- 4.3.1 The Contractor will provide new equipment and/or software in current production and considered to be state-of-the-art at the time of installation necessary to provide the services as requested in this RFP. Contractor must maintain state-of-the-art level for the duration of the Contract. These services include but are not limited to:
 - 4.3.1.1 Software systems;
 - 4.3.1.2 Printers; and
 - 4.3.1.3 Security and monitoring hardware.
- 4.3.2 The Contractor will be responsible for all equipment and printing consumables for the DMS in its entirety or its individual components if requested by DOC.
- 4.3.3 The DMS and/or component replacement will be performed at no cost to the DOC and will occur immediately upon notification to the Contractor of the DMS problem by the facility or authorized DOC staff.
- 4.3.4 For each facility installation, the Contractor will submit, to authorized DOC staff, an implementation plan which will include an installation schedule. If agreed upon installation schedule is delayed beyond two (2) weeks from Contracted deadline date, the Contractor will pay for any additional service costs as a result of the time delay.
- 4.3.5 Weekly updates to the installation plan must be submitted to authorized DOC staff designated by each DOC.
- 4.3.6 The Contractor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 4.3.7 The Contractor agrees that if any cabling work is required as part of any installation, all new cables will be used and marked clearly and legibly at both ends, and must meet all applicable Electronics Industries Alliance/Telecommunications Association (EIA/TIA) wiring standards for commercial buildings. All new cabling required by the Contractor will be installed by the Contractor at no cost to the DOC.
- 4.3.8 The authorized DOC staff reserves the right to add or delete facilities receiving service under the Contract upon thirty (30) days written notice. Such additions or

deletions may be accomplished by letter and do not require a Contract amendment.

- 4.3.9 When a new facility is opened by the DOC, the authorized DOC staff will determine (in consultation with the Contractor) a schedule for installation of services and equipment at that location to ensure service as soon as practicable at the new site.
- 4.3.10 The Contractor will provide and install surge and lightning protection to protect their equipment. If outages are caused by surge and/or lightning, the Contractor will assume responsibility.
- 4.3.11 Installation of all equipment will be accomplished during normal business hours at each facility or as directed by the facility's onsite authorized DOC staff.
- 4.3.12 The Contractor will clean up and remove all debris and packaging material resulting from work performed.
- 4.3.13 The Contractor will restore to original condition any damage to the DOC's property caused by maintenance or installation personnel associated with the Contractor, including repairs to walls, ceilings, etc.
- 4.3.14 The Contractor agrees to install, repair and maintain all Contractor provided equipment at no cost to the DOC. Equipment must be maintained as current state-of-the-art.
- 4.3.15 Upon completion of initial installation and any additional changes as needed to the DMS, Contractor must provide the authorized DOC staff with a list of equipment and locations of all equipment. Contractor will routinely provide updated lists containing this information to authorized DOC staff.
- 4.3.16 The Contractor must indicate the physical size of any controlling equipment to be installed at the DOC's facilities.
- 4.3.17 The Contractor must indicate any environmental conditions required for the proposed controlling equipment. This will include any air conditioning or heating requirements for the control room or area. The Contractor will be required to supply the necessary heating or cooling system for the control room at no additional cost to DOC.

4.4 NETWORK AND INFRASTRUCTURE REQUIREMENTS

- 4.4.1 The Contractor will provide a DMS that includes a role-based monitoring component that is capable of being accessed through an authorized DOC staff log-in. The DMS will be capable of reviewing, approving, and monitoring received mail via secure, password protected internet access.

4.5 SOFTWARE REQUIREMENTS

- 4.5.1 The Contractor will provide all software required to support the DMS. At the time of installation and throughout the duration of the Contract, including any renewals, all software will be the current production and considered to be state-of-the-art including software for all equipment and monitoring terminals utilized in service delivery. The DOC will not be responsible for any licensing costs throughout the duration of the Contract.
- 4.5.2 Contractor must ensure that the operating system is no more than (N+2) revisions behind the publicly available kernel.
- 4.5.3 The Contractor software installed on the DOC computers/servers must operate in the then current DOC hardware, software and security configuration. Contractor is responsible for maintaining capability as the DOC configuration changes, at no cost to DOC.
- 4.5.4 The DOC prefers Web based tools with no software installation requirements. Please describe all Contractor software proposed to be installed on DOC computers and/or used by authorized DOC staff. Provide software product name, functional description, usage, and installation/configuration requirements.
- 4.5.5 The Contractor will provide all required/new software enhancements/upgrades to the DMS inclusive of service delivery for the DMS. Beta and Field Tested Software will not be provided unless specifically discussed with and approved by the authorized DOC staff.
- 4.5.6 All upgrades, bug fixes, enhancements to the software and/or hardware will receive prior approval by the authorized DOC staff. If requested by the authorized DOC staff, the Contractor will provide a test environment to allow the authorized DOC staff to verify the upgrade, fix and/or enhancement is compatible with the current operating environment.
- 4.5.7 The Contractor is responsible for resolving any problems identified by the authorized DOC staff in a timely fashion and at no cost to the DOC.

4.6 DATABASE REQUIREMENTS

- 4.6.1 The Contractor will provide a data record of all mail received through the DMS. The data record will be maintained in a database for monitoring and analysis of inmate mail. The data record is used to alert authorized DOC staff of possible trends with inmate communications that could jeopardize the security of inmates, staff, or facilities.
- 4.6.2 The Contractor will be responsible for the generation and creation of a centralized system database. The DMS will provide the capability for every incoming piece of mail to be logged with a transaction record that includes, at a minimum, a record of the inmate's name, inmate ID number, inmate housing location, sender information, and legible image or text of received correspondence in a format that may be exported as need by authorized DOC staff.

- 4.6.3 The database will be maintained in such a manner as to allow authorized DOC staff the capability to review and monitor inmate correspondence data regardless of which DOC facility is housing the inmate.
- 4.6.4 The database will contain multiple data fields. At a minimum, the database will contain all fields required to generate reports as indicated in Reporting Requirements and all information required to establish inmate access to correspondence. Final data elements to be collected will be subject to written approval by the authorized DOC staff.
- 4.6.5 The DMS will provide the capability for authorized DOC staff to download reports from the database, through secured internet access.
- 4.6.6 In addition, the Contractor will provide access to the database through secure methods to be defined by the authorized DOC staff. Authorized DOC staff will be able to retrieve defined data on an on-going basis (could be real-time, daily or other).
- 4.6.7 The Contractor will provide requested data elements in a format to be determined by the authorized DOC staff. Data extracts will be downloadable, as needed, to a format of authorized DOC staff's choosing. The data will allow the authorized DOC staff to perform further analysis as/when needed. The authorized DOC staff will finalize the methods, processes and functions with the Contractor.
- 4.6.8 The Contractor must briefly describe how Section 4.6.6 will be accomplished with the proposed DMS for the DOC and what security measures are in place to ensure authorized DOC staff have access to only that information for which they are authorized.
- 4.6.9 The DMS proposed by the Contractor must, at a minimum, allow authorized DOC staff to locate inmate correspondence in the following manners:
 - 4.6.9.1 Search by inmate name or inmate ID number (approved by DOC);
 - 4.6.9.2 Search by certain time period (date range);
 - 4.6.9.3 Search by keyword;
 - 4.6.9.4 Search by sender; and
 - 4.6.9.5 Search by unit location.
- 4.6.10 The DMS must allow for the search criteria either individually or in combinations.
- 4.6.11 The DMS Contractor proposal will provide a search capability that allows authorized DOC staff to search inmate correspondence for certain key words or phrases. The Contractor will provide a description of this capability. This

feature will be commercially available at the time of the RFP submission in order to be compliant with this specification.

- 4.6.12 The DMS Contractor proposal will provide an alert capability that will notify authorized DOC staff with certain key words or phrases that are identified in inmate correspondence. This feature will be commercially available at the time of the RFP submission in order to be compliant with this specification.
- 4.6.13 The Contractor will provide a description of this capability.
- 4.6.14 The security and confidentiality of data in the DMS is of critical importance. The Contractor will recover all inmate correspondence data for all locations, to the point of full service operation using a data backup.
- 4.6.15 The Contractor will perform all service and database back-ups and archiving. The Contractor will provide all archival hardware, supplies, and network recovery procedures to ensure no data is lost at no cost to the DOC.

4.7 DATA STORAGE

- 4.7.1 The Contractor will perform all DMS database back-ups and archiving including all inmate correspondence records, DMS programming database, and physical mail storage. All archival hardware, supplies, network and recovery procedures, which ensure no data will be lost, will be provided by the Contractor at no cost to the DOC.
- 4.7.2 The Contractor will briefly describe how they will perform back-up or DMS redundancy of correspondence data.
- 4.7.3 The Contractor will provide full DMS programming back-up on a daily basis including, but not limited to:
 - 4.7.3.1 All received inmate correspondence;
 - 4.7.3.2 DMS inmate ID numbers;
 - 4.7.3.3 Inmate location data; and
 - 4.7.3.4 Other DMS operating database information.
- 4.7.4 The Contractor will provide full DMS programming back-up in real time including, but not limited to:
 - 4.7.4.1 All received inmate correspondence;
 - 4.7.4.2 DMS inmate ID numbers;
 - 4.7.4.3 Inmate location data; and

4.7.4.4 Other DMS operating database information.

For example, when an Administrator updates an inmate's ID, the DMS automatically backs-up such changes immediately to the Contractor's off-site location.

- 4.7.5 The Contractor will provide full DMS inmate correspondence data back-up from each DOC location on a daily basis.
- 4.7.6 The Contractor will provide full DMS inmate correspondence data back-up in real time. For example, when an inmate has received approved correspondence as recorded by the system, the Contractor will back-up immediately to the Contractor's off-site location.
- 4.7.7 The Contractor will briefly describe how the local DMS databases at all DOC facilities will be kept current with the DMS back-ups at the Contractor's off-site location in case of required re-programming or DMS recovery at the DOC facility. Should the Contractor permanently lose correspondence data, Contractor will be responsible to the DOC for reimbursement.
- 4.7.8 The Contractor must agree that the DOC retains ownership of all archived information, inmate records, correspondence data, etc. The Contractor must agree that the DOC has the right to obtain all archived information, inmate records, correspondence data, etc. associated with the DMS regardless of the location of such information within the Contractor's organization or site.
- 4.7.9 The DMS will store all correspondence data, including all approved and rejected mail. This data will be stored at the Contractor sites throughout the duration of the Contract.
- 4.7.10 The Contractor will provide authorized DOC staff with a "Certificate of Destruction".
- 4.7.11 The DMS will record all data with a historical transaction record. All data will be stored/archived for retrieval/backup in a database when requested by authorized DOC staff in accordance with the following:
 - 4.7.11.1 All historical data will be centrally stored and accessible for reporting purposes.
 - 4.7.11.2 This information must be available for reporting in a format of authorized DOC staff's choosing.
 - 4.7.11.3 The Contractor is required to store digital inmate correspondence data throughout the duration of the Contract and/or successful transfer of the data to the authorized DOC staff. Inmate correspondence data and detail will be available "on-line" for a minimum of twelve (12) months from the received date of the correspondence and records detail will be available "off-line" for an additional forty-eight (48) months, or a total of sixty (60) months from the received date of the

correspondence. “Off-line” records will be in a format readily accessible to the authorized DOC staff upon request.

4.7.11.4 The Contractor is required to store hard copy originals of inmate correspondence for one (1) year from the date of receipt.

4.7.11.5 All data will remain the property of the DOC and the Contractor will not use the data for any purpose other than as required in the Contract.

4.7.12 The Contractor will have a written Disaster Recovery Plan and Continuity of Operations Plan and associated internal system equipment that will be capable of providing for support in case of failures in power, DMS data networking, and Contractor’s equipment at its host site through the user-level equipment provided by the Contractor, and for all natural or man-made disasters including flood or fire at the host facility. These plans and all updates will be reviewed and accepted by the authorized DOC staff and kept for reference purposes.

4.8 SECURITY FEATURES

4.8.1 The DMS will allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.

4.8.2 The DMS will contain security features, which prevent unauthorized individuals from accessing any information held by the Contractor. Secure access to the DMS and the database will be maintained at all times.

4.8.3 The Contractor will describe how it detects and identifies contraband in correspondence.

4.8.4 The Contractor will describe its contraband reporting policies.

4.8.5 The Contractor will describe how it identifies approved correspondence.

4.8.6 The Contractor will describe how it identifies and handles non-privileged correspondence.

4.8.7 The Contractor will describe how it identifies and handles privileged (legal, medical, etc.) correspondence.

4.8.8 The Contractor will describe its process and policy related to rejected correspondence.

4.8.9 The Contractor will provide information on any additional or optional features, investigative or management systems or tools provided that may be of interest to the DOC (e.g. word recognition/keyword search, pattern analysis, digital forensics, etc.) Please ensure a complete description of the features application is included. Any cost associated with the additional or optional features described shall be included in the Contractor’s cost response ***Attachment C, Cost Proposal.***

- 4.8.9.1 Contractor shall describe their ability to monitor a sample of inmate correspondence and provide monthly reports to the DOC.

4.8.10 The Contractor may at the discretion of each Participating State:

- 4.8.10.1 Brand each correspondence with the name of the facility and the name of the offender corresponding.
- 4.8.10.2 Offer each facility or applicable DOC employees the capability of remotely reviewing and approving correspondence.
- 4.8.10.3 Offer a monitoring and tracking system that incorporates a Security Threat Group (STG) component that will include but is not limited to: identification and tracking of STG member calls and their call patterns, reporting capabilities identifying all correspondence made by STG members and indicating STG affiliation by facility, and identify correspondence of STG members and report whether other offender are corresponding with the same parties.
- 4.8.10.4 Provide the capability of automatically receiving and digitizing all correspondence and the capability to track and retrieve received correspondence via offender ID number, name, sender information, date, or housing location. The system should also offer the ability to query based on specific words and/or phrases. The system should allow for storage of this information for a minimum of sixty months. The Contractor shall provide the necessary equipment to meet the required storage needs.
- 4.8.10.5 Include an accounting and reporting package that will provide detailed cost figures on all correspondence and provide accounting on a monthly basis.
- 4.8.10.6 Agree that in the event of a transition to another DMS Contractor, all equipment will remain with the DOC until new equipment is installed by the new Contractor. Provide the DOC and the new Contractor assistance for transition to a new contract at the termination of the contract resulting from this RFP.
- 4.8.10.7 Provide a system that does not violate any federal, State, or local laws.
- 4.8.10.8 Obtain all required licenses or any other approvals needed to utilize the system at a DOC facility.

4.9 SYSTEM RESTRICTION, FRAUD CONTROL AND NOTIFICATION REQUIREMENTS

- 4.9.1 The security and confidentiality of inmate correspondence is of critical importance. Security features, which prevent unauthorized access to any

information held by the Contractor, will provide for restriction to the DMS, fraud control for prevention purposes, and notification capabilities for attempted security violations or breaches. Secure access to the DMS will be maintained at all times. The DMS will have security capabilities that include, but are not limited to:

- 4.9.1.1 The Contractor will be able to detect, identify, and report contraband to local law enforcement and authorized DOC staff.
- 4.9.1.2 Optional Requirement - Contractors will provide technology information on their ability provide investigative tools to collect and trace actionable intelligence contained in inmate non-privileged correspondence. This can be done through the Contractor's company or in conjunction with a subcontractor. Provide a separate line in the proposal cost section ***Attachment C, Cost Proposal***.

4.10 TRAINING

- 4.10.1 The Contractor will provide training to the authorized DOC staff's personnel at the locations where the equipment is installed. Additional training will be provided to new authorized DOC staff assigned during the Contract period, at no cost to the DOC, at specific DOC facilities. Video conferencing and/or webinar are acceptable.
- 4.10.2 Training manuals will be provided to the authorized DOC staff at all training meetings at no cost to the DOC. All manuals will become the property of the DOC.
- 4.10.3 Informational pamphlets shall be made available for inmate's relatives to explain applicable features and functionalities of the DMS, when requested by the authorized DOC staff at no cost to the DOC.

4.11 GENERAL MAINTENANCE

- 4.11.1 The Contractor shall contact the facility for entry approval regarding maintenance and repairs.
- 4.11.2 The Contractor will provide the necessary labor, parts, materials, and transportation to maintain all proposed equipment in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge will be made to the DOC for maintenance of the DMS.
- 4.11.3 The Contractor will have the ability to perform remote diagnostics to the DMS to determine any network problems.
- 4.11.4 The DMS will provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline DMS control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and

program control will be accessible via telephone or network by service center personnel and will provide failure reports, service history and other diagnostics.

4.11.5 The Contractor will provide their on-site repair time, method and proposed level of services for the facilities. Contractors will detail their ability to handle emergencies.

4.11.5.1 Provide an escalation plan.

4.11.6 Contractors will provide support for all tickets as they are opened, updated and closed by the field technicians, providing detail to show the problem and final resolution of said problem. Should the escalation plan as provided by the Contractor not be followed explicitly, the Contractor will be liable.

4.11.7 The Contractor must provide the authorized DOC staff with a complete list of office and cellular numbers for its Contractors/subcontractors, managers, administrators, technicians etc. The Contractor's management office and emergency telephone numbers must also be furnished.

4.11.8 The Contractor will provide a copy of the company's current repair procedure policy for both normal maintenance and emergency outages as it relates to your proposal.

4.11.9 Either party will report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the DMS.

4.11.10 All issues surrounding the DMS will be reported by the Contractor to the authorized DOC staff.

4.12 MAINTENANCE/SERVICE

4.12.1 Software Modification by the Contractor and Release Management.

4.12.2 For DOC-initiated modification to the software; the Contractor shall provide the following:

4.12.2.1 Timely cost estimates; and

4.12.2.2 Reasonable delivery date for enhancements, as mutually agreed upon.

4.12.3 The Contractor will prepare software releases and stages for testing, validation and acceptance in a test environment. The DOC may require the ability to perform testing for authorization to proceed prior to migration to production environment.

4.12.4 The Contractor shall propose, provide, and describe their solution for change management. These must include at a minimum:

- 4.12.4.1 Version number;
 - 4.12.4.2 Description of the change;
 - 4.12.4.3 How the change was initiated (e.g. user or system support);
 - 4.12.4.4 Person requesting the change;
 - 4.12.4.5 Person responsible for the change; and
 - 4.12.4.6 Date and time of the change.
- 4.12.5 Contractor to provide maintenance and service plan to include frequency and speed of maintenance. Downtime shall not extend past a 24-hour period.
- 4.12.6 The successful contractor must provide support for the equipment Monday through Friday 8:00 am to 5:00 pm in Participating State's time zone. Contractor must provide the toll free number for agency to call when service is needed.
- 4.12.6.1 The Contractor shall provide detailed plan for customer support during non-business hours.
 - A. The Contractor shall provide detailed plan for customer support during non-business hours. Non-business hours are 5:00 pm to 8:00 am Monday through Friday, weekends and holidays.
- 4.12.7 Maintain levels of service and machine installation at no cost to the DOC.
- 4.12.8 No additional installation cost for changing out hardware that need repair or replacement.
- 4.12.9 The Contractor will coordinate its service schedule in advance with the facility.
- 4.12.10 If ownership of equipment shall remain with the contractor, the state shall provide reasonable measures against loss by pilferage or destruction. The Contractor shall be responsible for any expenses required for the repair of the equipment.
- 4.12.11 The successful Contractor must provide following support services for equipment placed within state buildings that include but are not limited to:
- 4.12.11.1 Unlimited equipment support;
 - 4.12.11.2 Updates and upgrades; and
 - 4.12.11.3 Security-related updates to their proposed solution, which may be called updates, upgrades, patches, service packs, hot fixes, or workarounds.

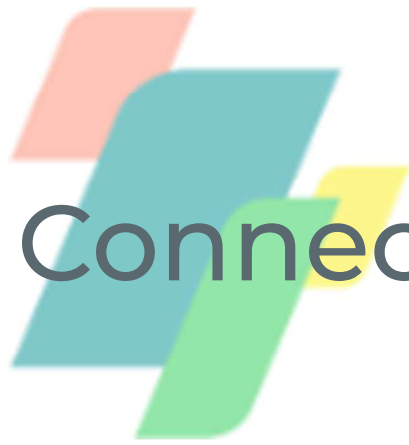
4.13 VALUE ADD SOLUTION ITEM - DIGITAL MAIL SCANNING SERVICE OPTIONS

4.13.1 Contractors to propose service options and pricing for mail scanning services.

4.13.1.1 Service option 1: Facilities to do their own scanning. Contractor to provide equipment and software needed.

4.13.1.2 Service option 2: Contractor to provide scanning at off-site facility.

4.13.1.3 Service option 3: Facility to have contracted staff facilitate scanning at DOC.



Connect with Purpose

NASPO VALUEPOINT MASTER AGREEMENT FOR INMATE COMMUNICATIONS

State of Nevada RFP #99SWC-S1154
Part II – Cost Proposal

Closing Date: April 20, 2022

Presented to:

Attention Heather Moon, Purchasing Officer II
Nevada State Purchasing Division
515 E. Musser Street, Suite 300
Carson City, Nevada 89701
775-684-0179

Presented by:

Douglas Farmer
Account Executive
Telephone: 540-935-6605
Email: douglas.farmer@viapath.net
or RFP@viapath.com



1. Attachment C

NASPO ValuePoint

State	Nevada	Georgia	Wisconsin	Virginia	Arizona	Nebraska
Inmate Population (current annual average daily population)	10,812	42,000	20,324	24,681	38,000	5,540

2.1 Software Applications

Education

Base courses including GED preparation (detail in proposal narrative)

Custom DOC-required curriculum

Video Visitation

External Electronic Mail

Message Only

Pictures

Video Messages

Internal Electronic Communications

Inmate Commissary Ordering

Inmate Trust/Commissary Account access

Inmate Phone Account access

Music Purchases/Download

Music Subscription Services

Self Improvement Programs

Law Library Research Access

Inmate Grievances

Electronic Books

Games

News

Movies

Podcasts

PDF Document Viewing

Inmate Management Tools

Additional Services:

Per minute streaming option without bundle
 Streaming Media (Standard movies + additional streaming video)
 Premium Movies (Gold)
 Inmate Calling via the tablets or kiosks
 Mail Scanning: Facilities to do their own scanning
 Mail Scanning: Vendor to provide scanning at off-site facility
 Mail Scanning: Facility to have contracted staff facilitate
 Payment Services

Software development rate for DOC enhancements

NOTE: Applications should be offered in various languages

No Cost	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
No Cost ^(A1)	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.25/minute	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.20/Message inbound from friends / family	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.01/minute outbound from inmate (\$15.00 for 1,500 minutes)	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.20/Attachment	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.60/Video Message	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
No Cost	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
No Cost	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
No Cost	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
No Cost	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$1.59 average per song ^(A2)	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.01 per minute (\$15.00 for 1,500 minutes) Standard Streaming Music	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$7.49 per 7-Day Premium Streaming Music with Playlists and Caching ^(A3)	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
No Cost for Standard Programs ^(A4)	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
No Cost to Access	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
No Cost	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
No Cost for Standard eBooks ^(A5)	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.01/minute (\$15.00 for 1,500 minutes)	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.01/minute (\$15.00 for 1,500 minutes)	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.01/minute (\$15.00 for 1,500 minutes) or	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Up to \$2.99 average per individual subscription	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.01/minute (\$15.00 for 1,500 minutes)	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
No Cost	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
No Cost	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.05/minute	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.01/minute (\$15.00 for 1,500 minutes)	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.12 per minute or	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Up to \$19.99 per subscription	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.02/minute base rate without commissions	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$0.08 per piece of mail	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$1.25 per piece of mail	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
\$1.30 per piece of mail	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
See "ViaPath Notes" tab for payment tiers ^(A6)	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
To be negotiated based on requirements	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada

State	Nevada	Georgia	Wisconsin	Virginia	Arizona	Nebraska
2.2 Kiosks						
Innate/Turnkey Kiosks	# of Near-Field Communication (NFC) stations, Flex stations or equivalent					
Number of Kiosks	254	840	407	494	760	111
Lease, Purchase or No Cost	No Cost	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Deposit Kiosks						
Number of Kiosks	7	Per Lobby where payments are received	Per Lobby where payments are received	Per Lobby where payments are received	Per Lobby where payments are received	Per Lobby where payments are received
Lease, Purchase or No Cost	No Cost	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
NOTE: If kiosk is leased, include all costs associated to include maintenance.						
2.4 Tablet Device						
Tablet (detail Screen Size and Memory Capacity)						
Lease, Purchase or No Cost	No Cost	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Basic Tablet	To be negotiated if tablets are provided for sale or lease in the future	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Basic Tablet with larger screen	To be negotiated if tablets are provided for sale or lease in the future	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Basic Tablet with added memory	To be negotiated if tablets are provided for sale or lease in the future	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Accessories						
Headphones	\$3.49	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Charger	\$7.99	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Case	To be negotiated if cases are provided for sale in the future	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Screen protector	To be negotiated if screen protectors are provided for sale in the future	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
NOTE: If tablet is leased, include all costs associated to include maintenance.						
Portable device (non-tablet)						
Device (detail Screen Size and Memory Capacity)						
Lease, Purchase or No Cost	To be negotiated if portable devices are provided for sale or lease in the future	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Basic device	To be negotiated if portable devices are provided for sale or lease in the future	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Upgraded device	To be negotiated if portable devices are provided for sale or lease in the future	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Accessories						
Headphones	To be negotiated if accessories are provided for sale in the future	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Charger	To be negotiated if accessories are provided for sale in the future	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Case	To be negotiated if accessories are provided for sale in the future	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Screen protector	To be negotiated if accessories are provided for sale in the future	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Keyboards --- REQUIRED if upon request	To be negotiated if accessories are provided for sale in the future	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada

Nevada						
State	Georgia	Wisconsin	Virginia	Arizona	Nebraska	
DOC Commission						
All rates above assumes zero commission. Customer may add to the rates and keep the increase as commission.						
Video Visitation						
External Electronic Mail	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Message Only						
Pictures	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Video Messages	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Music Purchases/Download	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Music Subscription Services	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Electronic Books	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Games	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
News	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Movies	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Podcasts	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Tablet (detail Screen Size and Memory Capacity)						
Basic Tablet	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Basic Tablet with larger screen	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Basic Tablet with added memory	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Tablet Accessories						
Headphones	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Charger	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Case	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Screen protector	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Other Portable Device (detail Screen Size and Memory Capacity)						
Basic device	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Upgraded device	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Other Portable Device Accessories						
Headphones	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Charger	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Case	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Screen protector	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada
Keyboards	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada	Same as Nevada

CALLING RATES: PER MINUTE RATE

Rate Adjustments based on Added Features										
Base Rates				Rate Adjustments based on Added Features						
	Collect	Debit	Prepaid Collect	Initial Voice Biometrics	Continuous Call Voice Biometrics	Investigative Tools	Voice Messaging	Cell Phone Detection	Additional Vendor Features	
Local	\$ 0.02	\$ 0.02	\$ 0.02	Included	Included	See "ViaPath Notes" tab ^(B1)	No Cost	See "ViaPath Notes" tab ^(B2)		See "ViaPath Notes" tab ^(B3)
Intralata	\$ 0.02	\$ 0.02	\$ 0.02							
Interlata	\$ 0.02	\$ 0.02	\$ 0.02							
Interstate	\$ 0.02	\$ 0.02	\$ 0.02							
International ^(B4)	\$ 0.02	\$ 0.02	\$ 0.02							
Additional Fees	FCC allowable funding fee: \$3.00 Web/IVR, \$5.95 Live Operator									
Commission Rate	Customer Add To the Base Rate Per Minute and keep the increase as commission									

State		Nevada	Georgia	Wisconsin	Virginia	Arizona	Nebraska
Inmate Population (current annual average daily population)		10,812	42,000	20,324	24,681	38,000	5,540
4.1 Digital Mail Requirements		Cost should be proposed by per inmate annually.					
Digitization and Delivery of Non-Privileged Correspondence							
Equipment		\$0.00	Annual cost per ADP is dependent upon mail volume				
Software		\$5.00	Annual cost per ADP is dependent upon mail volume				
Tracking and Delivery of Privileged Correspondence							
Equipment		\$0.00	Annual cost per ADP is dependent upon mail volume				
Software		\$4.00	Annual cost per ADP is dependent upon mail volume				
Storage of Hard-Copy Mail							
Equipment		\$0.00	Annual cost per ADP is dependent upon mail volume				
Software		\$9.00	Annual cost per ADP is dependent upon mail volume				
NOTE: Include all costs associated to include software and equipment maintenance.							
Value Add Solution Item - Digital Mail Scanning Service Options							
Service Option 1 - Facilities to do their own scanning ^(c1)		Included above	Annual cost per ADP is dependent upon mail volume				
Service Option 2 - Vendor to provide scanning at off-site facility		\$278.00	Annual cost per ADP is dependent upon mail volume				
Service Option 3 - Facility to have contracted staff facilitate scanning at DOC		\$289.00	Annual cost per ADP is dependent upon mail volume				
ViaPath's annual cost per ADP for Service Option 2 is based on a price of \$1.25 per piece of mail. When agencies move to digital mail scanning, data shows that physical mail volumes can drop by 50% or more. The table below shows the reduction in the cost per ADP annually of a reduction in the volume of mail to be scanned.							
Mail Volume Example		100% of Current Volume		50% of Current Volume		25% of Current Volume	
Mail Scanning Service Options		Per ADP Annually	Per Piece of Mail	Per ADP Annually	Per Piece of Mail	Per ADP Annually	Per Piece of Mail
Service Option 1		\$18.00	\$0.08	\$9.00	\$0.08	\$4.50	\$0.08
Service Option 2		\$278.00	\$1.25	\$139.00	\$1.25	\$69.50	\$1.25
Service Option 3		\$289.00	\$1.30	\$144.50	\$1.30	\$72.25	\$1.30

Additional Pricing Information

Tablet/Kiosk: Additional Features & Services						
Reference	Other Content Name	Rate Adjustment	One Time Cost	Annual Cost	Commission	Comment
A1	Custom DOC-required curriculum	N/A	N/A	N/A	N/A	Access to DOC provided curriculum

A2	Music Purchases/Download	\$0.69 - \$2.49 per download	N/A	N/A	Customer may add to rate and keep increase as commission	
A3	Streaming Music with Caching and Playlists	\$9.99 per 14-Day Premium Streaming Music with Playlists and Caching \$12.49 per 30-Day Premium Streaming Music with Playlists and Caching	N/A	N/A	Customer may add to rate and keep increase as commission	
A4	Financial Literacy Anger Management Course Substance Abuse Treatment Substance Abuse & Smoking Treatment Virtualia - Digital Job Training Reentry Magazine TOPUCU (The Only Person You Cheat Is You) Re-Entry Success: Illegal to Legal- How to Start a Business GED, HiSet, TASC Prep (I-Pathways) Audiobooks Payment Services	Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable	Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable	Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable Negotiable	N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A	Gives returning citizens a better chance at success through Financial Literacy Mental health course on Anger Mgmt from an industry expert Research-backed substance abuse treatment with a proven track record of successes Substance abuse treatment with an additional focus on smoking cessation Vocational training teaches our entrepreneur students how to be a productive contributor to these Freelancing networks A magazine-style publication focused on the challenges related to reentry TOPUCU is a program designed to transform your thinking and actions. Consider it a training camp for the mind. Course designed to help incarcerated learners with business and entrepreneurship skills Prep courses for the GED, HiSet and other standardized tests

Electronic Fund Transfer				
Deposit Range		Trust		
Low	High	Credit	Cash	
\$0.01	\$9.99	\$0.90	\$2.50	
\$10.00	\$19.99	\$1.75	\$2.50	
\$20.00	\$99.99	\$5.95	\$2.50	
\$100.00	\$199.99	\$6.95	\$2.50	
\$200.00	\$300.00	\$7.95	\$2.50	

Self Release / Bail				
Deposit Range		Self Release		
Low	High	Credit	Cash	
\$0.01	\$100.00	\$5.00 plus 5.0%	\$5.00 plus an additional	
\$100.01	\$2,900.00			

Walk-In Retail				
Deposit Range		Walk-In Retail		
Low	High	Credit	Cash	
\$0.01	\$300.00	\$4.95	\$4.95	

All rates above assumes zero commission. Customer may add to the rates and keep the increase as commission.

Inmate Phone - Rate Adjustments based on Added Features (all call types)						
Investigative Tools						
Reference	Name	Rate Adjustment	One Time Cost	Annual Cost	Commission	Comment

B1	Voice IQ® - Continuous Voice Biometric	Included	Included	Included	N/A	
	Voice IQ® - Initial Voice Biometric	Included	Included	Included	N/A	
	Call IQ® Basic & Advanced - Intelligent Keyword Search	Included	Included	Included	N/A	
	Called Party IQ® - Inmate to Inmate Call Detection	Included	Included	Included	N/A	
	Phone IQ® - Phone Type Identification	Included	Included	Included	N/A	Up to 10 User Accounts
	GTL Data IQ® - Investigative Data Analysis	Included	Included	Included	N/A	Based on a minimum of 50 million calling minutes per year
	GTL Fusion™ - Monitoring 3% of Calls by ViaPath Staff	\$0.008	Negotiable	Negotiable	N/A	Based on a minimum of 50 million calling minutes per year

Cell Phone Detection						
Reference	Name	Rate Adjustment	One Time Cost	Annual Cost	Commission	Comment

B2	Celebrite Mobile Forensic Device (UFED)	Negotiable	Negotiable	Negotiable	N/A	
	Celebrite Premium (Unlimited iOS and Android extraction)	Negotiable	Negotiable	Negotiable	N/A	
	CellSense Cell Phone Detection Device	Negotiable	Negotiable	Negotiable	N/A	
	CEIA PD24QCB-SET Handheld Metal Detector	Negotiable	Negotiable	Negotiable	N/A	
	Wolfhound-Pro with 12 month extended warranty and software	Negotiable	Negotiable	Negotiable	N/A	
	TEK84 Intercept Body Scanner (SSD-017-1102)	Negotiable	Negotiable	Negotiable	N/A	
	Adani X-Ray Inspection Systems	Negotiable	Negotiable	Negotiable	N/A	

B3	Cell Phone Interdiction Sweeps	Negotiable	Negotiable	Negotiable	N/A	
	RFID - Realtime Location Services	Negotiable	Negotiable	Negotiable	N/A	
	Additional Vendor Features					
	Reference	Rate Adjustment	One Time Cost	Annual Cost	Commission	Comment
	Free Inmate Calling Program: Two (2) 10 minute calls per week	Included	Included	Included	N/A	
	Increase wireless network coverage	Negotiable	Negotiable	Negotiable	N/A	
	Lower tablet ratio	Negotiable	Negotiable	Negotiable	N/A	

B4	Additional On-site Administrators	\$0.0016	Negotiable	Negotiable	N/A	Based on a minimum of 50 million calling minutes per year
	Additional Dedicated Site Technicians	\$0.002	Negotiable	Negotiable	N/A	Based on a minimum of 50 million calling minutes per year
	Suggested Rate Tiers based on Annual Minute of Use for Bundled Solution (Inmate Phone, Tablet, Video Visit and Payments)					
	Minutes of Use (Annual)	All Call Types	All Call Types			
	Low	High	Domestic	International		
	75,000,001	And Up	\$0.020	\$0.020		
	40,000,001	75,000,000	\$0.026	\$0.028		

B4	15,000,001	40,000,000	\$0.032	\$0.032		
	5,000,001	15,000,000	\$0.033	\$0.033		
	2,500,001	5,000,000	\$0.044	\$0.044		
	1,000,001	2,500,000	\$0.060	\$0.060		
	500,001	1,000,000	\$0.084	\$0.084		
	100,001	500,000	\$0.099	\$0.099		
	1	100,000	\$0.126	\$0.126		

B4 International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth above \$0.02 per minute [NOTE – must comply with permissible interstate rate caps based on ADP for the facility]] plus the applicable call termination rate for the destination country as published on the Company's website, which may be updated every 3 months in accordance with the FCC Order.

Digital Mail						
Other Content						
Reference	Name	Rate Adjustment	One Time Cost	Annual Cost	Commission	Comment

C1	ChemImage VeroVision Mail Screener 3rd Generation	Negotiable	Negotiable	Negotiable	N/A	Optional Solution: scanning for drugs & toxins
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