

CLARK COUNTY, NEVADA
VIDEO VISITATION FOR CLARK COUNTY DETENTION CENTER
RFP NO. 606614-23

GLOBAL TEL*LINK CORPORATION D/B/A VIAPATH TECHNOLOGIES
NAME OF FIRM
Douglas Farmer, Major Account Executive – Business Development
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3120 Fairview Park Drive, Ste. 300 Falls Church, Virginia 22042-4570
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(540) 935-6605
(AREA CODE) AND TELEPHONE NUMBER
N/A
(AREA CODE) AND FAX NUMBER
Douglas.Farmer@Viapath.com
E-MAIL ADDRESS

VIDEO VISITATION FOR CLARK COUNTY DETENTION CENTER

This Contract is made and entered into this _____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and Global Tel*Link Corporation D/B/A Viapath Technologies (hereinafter referred to as PROVIDER), for Video Visitation for Clark County Detention Center (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule;

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract;

WHEREAS, Nevada Revised Statute (NRS) 280.290 provides that the Sheriff is the chief law enforcement and administrative officer of the Las Vegas Metropolitan Police Department (LVMPD) and shall continue to perform all of his duties as Sheriff;

WHEREAS, NRS 211.030 provides that the Sheriff is the custodian of the jails in his county and of the prisoners therein and that he shall keep the jails personally, or by his deputy or by a jailer or jailers appointed by him for that purpose, for whose acts he is responsible; and

WHEREAS, LVMPD through its Detention Services Division (DSD) operates the Clark County Detention Center (CCDC) and the North Valley Complex (NVC). Accordingly, LVMPD DSD is COUNTY'S representative for all operations of the CCDC and NVC.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2025 with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

PROVIDER agrees to pay COUNTY commission on the performance of services described in the Scope of Work (Exhibit A) and in accordance with the fees in Exhibit D Fees and Commission. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed.

B. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.

- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Leah Anderson, Clark County Detention Center, telephone number (702) 671-8300 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.
- C. In the event that PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by COUNTY or fails to execute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in the Contract or any extensions thereof, PROVIDER shall pay to COUNTY as liquidated damages the sum of \$100 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension
COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County Detention Center
Director – Admin. Operations Bureau
330 S. Casino Center Blvd.
Las Vegas, NV 89101
Email: L15304A@lvmpd.com

TO PROVIDER: Global Tel*Link Corporation d/b/a ViaPath Technologies
Attention: Douglas Farmer
3120 Fairview Park Drive, Ste 300
Falls Church, VA 22042-4570
Email: Douglas.Farmer@Viapath.com

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and Las Vegas Metropolitan Police Department and their employees, officers and agents of COUNTY and Las Vegas Metropolitan Police Department from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

S. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

T. Prison Rape Elimination Act Compliance

PROVIDER must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et.seq.), with all applicable PREA standards, with all applicable policies related to PREA and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Clark County Detention Center (CCDC) or North Valley Complex (NVC) facilities/offices owned, operated or contracted. PROVIDER acknowledges that, in addition to "self-monitoring requirements" Detention Services Division (DSD) will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA standards and DSD policies may result in termination of this CONTRACT.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:

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

By: *Alex Booker*
ALEXANDRA BOOKER
Contracts Manager

2/13/2024

DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: *Jason Patchett*
Jason Patchett (Feb 20, 2024 08:32 PST)
JASON B. PATCHETT
Deputy District Attorney

Feb 20, 2024
DATE

**EXHIBIT A
VIDEO VISITATION FOR CLARK COUNTY DETENTION CENTER
SCOPE OF WORK**

PROVIDER shall supply an electronic solution using audio, video, and networking devices to connect visitors with inmates incarcerated at both Clark County Detention Center (“CCDC”) and the North Valley Complex (“NVC”). PROVIDER to deliver inmate video visitation services for both legal and social visitation to include, at a minimum:

Hardware Requirements for Video Visitation System:

- Onsite stations for both social and legal visitations.
 - a. Legal visits must have the flexibility to be conducted in the housing unit visitation booth or in the private legal rooms. All legal visitation booths must allow for privacy for both the inmate and legal counsel.
- All equipment must be correctional grade physical and digital security.
- PROVIDER to supply enough video booths, as determined by LVMPD/COUNTY, and update existing video visitation hardware/software as needed up to and including replacement.
 - a. 30 booths in the CCDC lobby, all of which must be ADA compliant for wheelchair accessibility.
 - i. A minimum of two booths must have closed captioning or an equivalent system to accommodate the hard of hearing.
 - b. Update or replace video visitation booths in the modules at both CCDC and NVC as needed at the commencement of the contract and throughout the entire contract period, including any extensions to the contract terms. PROVIDER shall make recommendations for replacement of hardware. Final determination on replacement will be by COUNTY. The current number of booths is detailed below:

Facility	Inmate Booths	Private Attorney Booths (CISCO)	Lobby
CCDC	193	9	30
NVC	48	2	4
Mobile	0	2	0
Total:	241	13	34

Software Requirements for Video Visitation System:

- Offsite (remote) capabilities for social visits that can be conducted via home/office on a phone, tablet, or computer.
- Recordable function for all social visits
- a. System must have recorded notification at the start of the video that both parties need to acknowledge prior to the start of the video (Social visits only).
- Automatic shut-off of recording for all visits classified as legal.
- PROVIDER program must have English and Spanish options for all users. Other languages preferred, but not required.
- PROVIDER must have the ability to supply service level reports and statistics upon request.
 - a. Reports must be customizable and may include:
 - i. Identifying phone numbers called by multiple inmates.
- Monthly general diagnostic of the video visitation hardware to include hardware settings, software updates, audio quality testing, and video quality testing. PROVIDER to deliver a secure network system to support all devices and to allow only COUNTY approved users. PROVIDER will furnish diagnostic test report and results to COUNTY staff each month. Reports

must include information detailing full functionality of hardware and software and an indicator that social visits are being recorded.

- Software must be able to integrate with Offender Management Systems (“OMS”). PROVIDER will work cohesively with COUNTY IT to achieve full integration.
- Software must be cloud-based.
- Web-based user scheduling must be offered for legal and social visitors.
 - a. All users must register and be pre-approved prior to scheduling a visit.
 - b. Schedule of visits and available visit times must be viewable by DSD employees.
 - i. System must be capable of having blackout times when video visits are not available such as:
 1. Mealtimes
 2. After hours
 3. Shift changes
 - ii. System must allow administrative role to change available scheduling time slots for visits.
- Free Legal video visits must be offered for both in-lobby and remote options.
- Social video visits must be offered for both in-lobby and remote options.
 - a. In-lobby video visits must be offered at no cost to either party.
 - b. Remote video visit option will be fee based.
 - i. All fees for social remote video visits must be published on the scheduling website in a clear and easy to understand manner.
 - ii. All fees for social remote video visits must be pre-approved by COUNTY.
- Live monitoring capabilities must be afforded to LVMPD/COUNTY staff.
 - a. Ability for monitoring staff to interrupt or terminate any visit that violates facility rules.
- PROVIDER to develop the ability to review and search video visit recordings by key word. Development is targeted to commence in 2024. PROVIDER to provide an update on the status of development six (6) months from the effective date of the contract; subsequent updates may be provided as needed. The parties agree that the timing for the availability of the search feature is subject to various factors, including but not limited to technical complexities and unforeseen challenges. While good faith effort will be made to make the search feature available within one year from the effective date of the contract, a fixed timeframe will not be established until the solution is fully scoped by PROVIDER. Once the search feature is available for use, the parties agree to negotiate the costs, if any, to the County for the search feature and enter an amendment to the contract to memorialize the agreed upon cost and an implementation date. If the parties are unable to reach an agreement on the costs, if any, and the implementation date, then the obligation to make the search feature available for use shall no longer be required..
- Notifications for scheduled or cancelled visits are sent to all individuals who have scheduled those visits and updated automatically on the Dashboard.
- Biometrics must be utilized for all users at account set up to ensure only approved visitors are on video calls.
- PROVIDER must furnish either cloud-based or offsite storage of all data. No onsite IT storage will be authorized.
- Software must be capable of automatically starting and ending a video visit per the schedule.
- Software must be capable of differentiating between legal and non-legal visits to ensure that legal visits are not monitored or recorded.
- PROVIDER solution must require verification of legal visitors. All legal visitors will have accounts defaulted to not record any video visits.

Service, Maintenance, and Support Requirements for Video Visitation System:

- 24/7 technical support and dedicated local support team to assist with hardware and software issues.
 - a. PROVIDER system must include live monitoring and alert software to identify system hardware or software failures

including, at a minimum, routers, servers, switches, IAD's, and recording functions of the video visitation system. Reports detailing system failures must be made available to COUNTY upon request.

- b. Any hardware, software or recording malfunctions will be handled as a P2 priority and must be reported to Detention Services Command Staff within two (2) hours by email at L15304A@LVMPD.com and by calling CCDC Control Room at 702-671-3800.
- Provide administrator training and technical support to LVMPD/COUNTY staff at the onset of the Contract period, and as needed for the duration of the Contract.
- PROVIDER staff will be responsible to answer any grievances from inmates related to the Video Visitation System. All inmate grievances will be answered within 72 hours.
 - a. LVMPD/COUNTY will provide access the grievance system, as required, to allow PROVIDER staff to answer any video visitation related questions or concerns.
- Maintain 95% or greater 'uptime' of video visitation stations for lobby visitation and housing units.
 - a. Any disruption to the Video Visitation System resulting from the providers' platform must be addressed within two (2) hours.
- PROVIDER will have a minimum of two (2) dedicated, on-site technicians, each for forty (40) hours per workweek. Both technicians will be available on-call, 7 days a week, including holidays, between the hours of 0800-1700 to test, diagnose, and repair station hardware or software as needed.
 - a. System diagnostics and routine maintenance will be performed at regular intervals to ensure proper functioning of all systems, hardware, and software, of the video visitation system.
 - A copy of all diagnostics will be provided to LVMPD/COUNTY staff on demand.
 - Any non-functional components identified through diagnostic or other means shall be assigned a case or work order through the vendor system. Onsite representative(s) will provide the case/work order number and details to LVMPD/COUNTY staff and provide status updates until the completion of the case/work order. Any such notification shall be sent to L15304A@LVMPD.com .
 - Fraudulent or uncollectable costs are the sole responsibility of the provider.
 - PROVIDER is required to settle any disputes associated with costs from users.
 - Video Retention of all recorded visits shall be, at a minimum, 2.5 years from the date of the visit. All visits must be available for LVMPD/COUNTY staff to retrieve.

Emergency Service Level Description and Response Time: Response Time is the duration between logging of the issue in PROVIDER's case management system and the first step taken to resolve the problem. The duration before response is used for problem evaluation and response planning. Specific service level descriptions are as follows:

Service Level Description

Service Levels and Response:		
Severity Levels (SL)	Description	Target Response Time
1- Urgent	VVS or Tablet Service is unavailable	< 30 minutes
2- Important	VVS or Tablet Service is degraded	< 1 hour
3- Not Urgent	Service Requests	< 1 Business Day

Service/Maintenance Priority Levels:

Service Resolution:			
Case Priority /Severity Service Level	Criteria	Target Resolution Time	Acceptable Quality Limit (AQL)
P1 • Urgent	The system is not available to provide service for 50% or more of a facility or single housing unit is out of service.	<4 hours	8 hours
P2 • Urgent • Important	The system is available but functioning in a degraded state or partial outage for 25%-50% of a facility or a single housing unit.	<12 hours	1 Business Day
P3 • Important • Not Urgent	Services are available but technical or administrative issues are affecting normal operations for the facility or single housing unit	< 5 Business days	< 10 Business Days
P4 • Important • Not Urgent	Used for managing Service/Change requests.	< 7days but are on a Case-by-Case basis	N/A

Progress and Status Updates and Level of Expertise:

For each priority (P) level, the minimum frequency at which progress updates are normally provided are listed in the table below. Upon COUNTY'S request, progress notifications can be provided with greater or lesser frequency.

Severity	Update	Level of Expertise Involved
P-1	Every 2 hours	COO and P1 Team
P-2	Every 4 hours	SVP, Service Excellence and P2 Team
P-3	Every 6 hours	Field Service Manager and P3 Team
P-4	Every 8 hours	Field Service Tech and/or Technical Support Rep

Upon notification of a service disruption, PROVIDER will commence efforts to resolve the disruption and notify LVMPD/COUNTY in writing. Some exceptions and limitations that may affect PROVIDER'S ability to resolve service disruptions include circumstances beyond control of the provider such as:

- Facility does not permit access.
- Facility does not provide escort (if applicable)
- ISP system failure (no internet access)
- Force majeure such as tornado, hurricane, flood, etc.
- Facility power failure

The following protocol will be utilized for addressing, and escalating, as needed, any service-related issues with the Video Visitation.

Escalation Level	Field Service Escalation Personnel
Level 1	Local Field Service Technicians
Level 2	Field Service Manager
Level 3	Senior Vice President, Service Excellence
Level 4	Chief Operating Officer
Level 5	Chief Executive Officer

Escalation Level	Technical Support Escalation Personnel
Level 1	Lead Technical Support Specialist (Varies by shift)
Level 2	Technical Support Supervisor (Varies by shift)
Level 3	Technical Support Manager (Varies by shift)
Level 4	Associate Vice President, Technical Services
Level 5	Senior Vice President, Service Excellence
Level 6	Chief Operating Officer
Level 7	Chief Executive Officer

General Requirements for Tablets:

PROVIDER to furnish tablets to inmate population to allow inmates access to programs and services. PROVIDER shall supply all required equipment, to include tablets, charging carts, and batteries at no cost to LVMPD/COUNTY. Tablets must be able to interface with the OMS. PROVIDER will assist COUNTY in determining electrical loads for PROVIDER equipment. COUNTY shall bear the costs of infrastructure upgrades to accommodate PROVIDER equipment.

PROVIDER must submit plans for all purposed wireless access points. All plans must be approved by Clark County Space Planning prior to installation of network equipment. COUNTY will assist PROVIDER in getting approval from Spacing Planning.

Tablet Software and Interface Requirements:

PROVIDER will coordinate with LVMPD/COUNTY IT and current commissary vendor to develop required interfaces to allow inmates to access, the following on the provider tablets at no cost to the inmates or LVMPD/COUNTY:

- Place commissary orders
- View Trust Account balances and transactions.
- View legal libraries through Lexis-Nexis.
- Access free Recreational library
 - i. English and Spanish e-books are required with additional languages preferred.
 - ii. Library should include large font or ability for users to change font size for inmates who are visually impaired.
- Submit requests in the Inmate Grievance System
- Education-Foundations Package
- View Facility Messages, Facility Information, and Inmate Handbook
 - i. LVMPD/COUNTY to provide Inmate Handbook to vendor.
- Any other free program/application deemed appropriate by LVMPD/County.

Required Tablet Functions:

- ADA Compliant features
- Provide closed-captioning, or equivalent capabilities.
- The ability to change standard font to large font.
- The ability to zoom in on any one page or area of a page.
- Provide an alternative for visually impaired inmates.
- Inmate must be required to accept tablet user terms and acknowledge Inmate Handbook upon initial login before accessing other functions of the tablet.
 - a. Inmate must accept Inmate Handbook the first login after an update to the Inmate Handbook has been published.
- Speakers must be configured to only be operational when utilized with headphones.
- Cameras must be installed and defaulted to be deactivated.
 - a. PROVIDER will provide Near Field Communication shelves to allow inmates to remotely attend inmate classes and programs being held within the facility. Solution must afford two-way audio communication.

Tablet Hardware and Miscellaneous Requirements:

PROVIDER tablet must be correctional grade with tamper resistant hardware on a closed network. PROVIDER will furnish tablets sufficient to provide one tablet to each housed inmate. PROVIDER will maintain an onsite inventory equivalent to 10% of the Average Daily Population. The onsite inventory of tablets will be fully functional, charged, and ready to be put into service at any time. PROVIDER will provide one administrative tablet, or a desktop dashboard, for each housing unit at no additional cost to the County to allow module officers to perform administrative functions and device management. PROVIDER will furnish one set of headphones to each inmate when the tablet is issued. The first pair of headphones will be at no cost to COUNTY or the inmates. PROVIDER will offer correctional grade headphones for sale through the current commissary vendor for inmates that require replacement headphones. All headphones must be approved by LVMPD/COUNTY prior to issue or sale.

PROVIDER to furnish wall mounted tablets or a Flex Kiosk in all MAX housing units to allow only basic functions including:

- i. Order commissary
- ii. Review Trust Account balance
- iii. Inmate Grievance System
- iv. Lexis-Nexis Legal Library

Virtual Educational Requirements:

PROVIDER to offer a wide assortment of Virtual Educational programs via the inmate tablet system at no cost to the inmate. All content must be approved by the LVMPD/County. Educational programs that may be offered include, but are not limited to:

- Drug Treatment Programs
- Basic Educational Programs
- Life Skills Programs
- Mental Health Programs
- Development of Workplace Skills

Service and General IT Requirements for Tablets:

PROVIDER to dedicate a minimum of one full-time employee to address the servicing of damaged or inoperable equipment and to maintain provider network to support tablet programs.

- Tablets must function on a closed system with no access to outside internet.
- PROVIDER tablet software must be able to interface with current OMS for commissary orders and inmate grievances. All other operations of the tablets must be able to function without utilizing the OMS or any systems, programs, or hardware held by Clark County.
- PROVIDER must furnish their own secure network, Wi-Fi, and offsite or cloud-based data storage; provider cannot utilize space at our facility for such storage.
 - a. Grievances must be stored for a minimum of 85 years or as NRS requires.
 - b. PROPOSER agrees that all information in the grievance system belongs to the LVMPD/COUNTY and that all information will be delivered to the LVMPD/COUNTY at the completion or termination of the contract. Any information provided at the termination of the contract shall be delivered in a mutually agreed upon format.
- All service requests for provider equipment must be addressed within 72-hours. All service requests for disruption of services and/or software must be addressed within 4 hours with no exception for weekends or holidays.
 - a. A minimum of two (2) dedicated, on-site technicians, each for forty (40) hours per workweek. Both technicians will be available on-call, 7 days a week, including holidays, between the hours of 0800-1700 to test, diagnose, and repair station hardware or software as needed.
- Any requests or grievances from inmates regarding the tablets or the associated software must be answered by provider within 72 hours with no exception for weekends or holidays.
 - o LVMPD/COUNTY will provide access the grievance system, as required, to allow PROVIDER staff to answer any tablet related questions or concerns.
- PROVIDER will coordinate with LVMPD/COUNTY prior to installation of any software updates to the tablets.
- Emergency Service Level Description and Response Time: Response Time is the duration between logging of the issue in PROVIDER'S case management system and the first step taken to resolve the problem. The duration before response is used for problem evaluation and response planning. Specific service level descriptions are as follows:

Service Level Description

Service Levels and Response:		
Severity Levels (SL)	Description	Target Response Time
1- Urgent	VVS or Tablet Service is unavailable	< 30 minutes
2- Important	VVS or Tablet Service is degraded	< 1 hour
3- Not Urgent	Service Requests	< 1 Business Day

Service/Maintenance Priority Levels:

Service Resolution:			
Case Priority /Severity Service Level	Criteria	Target Resolution Time	Acceptable Quality Limit (AQL)
P1 • Urgent	The system is not available to provide service for 50% or more of a facility or single housing unit is out of service.	<4 hours	8 hours
P2 • Urgent • Important	The system is available but functioning in a degraded state or partial outage for 25%-50% of a facility or a single housing unit.	<12 hours	1 Business Day
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Progress and Status Updates and Level of Expertise:

For each priority (P) level, the minimum frequency at which progress updates are normally provided are listed in the table below. Upon COUNTY'S request, progress notifications can be provided with greater or lesser frequency.

Severity	Update	Level of Expertise Involved
P-1	Every 2 hours	COO and P1 Team
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P-4	Every 8 hours	Field Service Tech and/or Technical Support Rep

Upon notification of a service disruption, PROVIDER will commence efforts to resolve the disruption and notify LVMPD/COUNTY in writing. Some exceptions and limitations that may affect PROVIDER'S ability to resolve service disruptions include circumstances beyond control of the provider such as:

- Facility does not permit access.
- Facility does not provide escort (if applicable)
- ISP system failure (no internet access)
- Facility power failure
- Force majeure such as tornado, hurricane, flood, etc.

The following protocol will be utilized for addressing, and escalating, as needed, any service-related issues with Inmate Tablets:

Escalation Level	Field Service Escalation Personnel
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Level 2	Field Service Manager
Level 3	Senior Vice President, Service Excellence
Level 4	Chief Operating Officer
Level 5	Chief Executive Officer

Escalation Level	Technical Support Escalation Personnel
Level 1	Lead Technical Support Specialist (Varies by shift)
Level 2	Technical Support Supervisor (Varies by shift)
Level 3	Technical Support Manager (Varies by shift)
Level 4	Associate Vice President, Technical Services
Level 5	Senior Vice President, Service Excellence
Level 6	Chief Operating Officer
Level 7	Chief Executive Officer

Inmate Grievance System Minimums:

PROVIDER to furnish an electronic inmate grievance system for inmates to communicate their requests to facility or provider staff. This will be a closed system with no capabilities for inmates to email or communicate with other inmates or individuals outside the facility. Additional, minimum requirements include:

- Must include records sealing capabilities.
- Inmate grievance limits will be set by the LVMPD/County.
 - a. All grievances must be initiated by the inmate.
- Ability to track American Correctional Association statistics.
- System must have statistical and reporting capabilities.
 - a. Must include conditional formatting that identifies grievances that are past due or when more than 72 hours has passed since the grievance was initiated.

Cloud hosted SAAS solution requirements (PROVIDER hosted) for both Video Visitation System and Tablets:

- Cloud hosted SAAS solution (NCJIS certified if CJIS data is present)
- Cloud solution will support data encryption in transport and at rest (if CJIS data is present)
- PROVIDER will provide storage and archiving of all data for a minimum of 2.5 years.
- UI/Client architecture and requirements must specifically identify local framework, snap-ins, plugins, and/or third-party software dependencies. The final Network Architecture must be approved, in writing, by LVMPD/COUNTY IT.
- PROVIDER solution will support UI/Client running on MS Windows 10 operating systems and be upgrade ready for future versions.
- Browser requirements will support current and future version of MS Edge and/or Google Chrome
- PROVIDER will offer security/auditing system capabilities.
- PROVIDER will furnish software with all licensing and software support at the expense of PROVIDER. All licenses must be maintained for the duration of the contract.
- PROVIDER will work in a cooperative manner with LVMPD/COUNTY IT to ensure a proper interface between the Offender Management System and all provider platforms and third-party interfaces for use on the provider tablets and video visitation systems.
- All hardware and software upgrades, refreshes, or patches must be planned and communicated to LVMPD/COUNTY IT. All information for planned hardware and software upgrades, refreshes, patches, or updates must be sent to LVMPD/COUNTY IT a minimum of thirty (30) days prior to the date of the actual work. Any exception to this rule will only be authorized for emergency situations and pre-approval must be obtained in writing by LVMPD/COUNTY IT.
- For the life of the Contract, PROVIDER will maintain the following software elements:
 - a. System software standard configurations (settings, releases, and customizations)
 - b. System software maintenance and administration records
 - c. System software upgrades (version releases, patches, hot fix, etc.)

EXHIBIT B
VIDEO VISITATION FOR CLARK COUNTY DETENTION CENTER
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time**: PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating**: COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage**: COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation**: PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability**: Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability**: PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Cyber Liability**: PROVIDER shall obtain and maintain with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by PROVIDER in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors and Omissions Insurance appropriate to PROVIDER'S profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by PROVIDER in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

1. The Policy shall include or be endorsed to include; property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of COUNTY in the care, custody, or control of PROVIDER. If not covered under PROVIDER'S liability policy, such "property" coverage of COUNTY may be endorsed onto PROVIDER'S Cyber Liability Policy as covered property as follows:

If PROVIDER maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by PROVIDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

- K. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- L. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- M. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- N. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- O. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- Q. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)

8. Cyber Liability (Per Occurrence)
 - (O) Policy Number
 - (P) Policy Effective Date
 - (Q) Policy Expiration Date
 - (R) Aggregate (\$2,000,000)
9. Description: RFP 606614-23 Video Visitation for Clark County Detention Center (must be identified on the initial insurance form and each renewal form).
10. Certificate Holder:

Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
11. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:			
	PHONE (A/C No., Ext):	BROKER'S PHONE NUMBER		
	FAX (A/C No.):	BROKER'S FAX NUMBER		
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS			
INSURER(S) AFFORDING COVERAGE		NAIC #		
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:		3.	
	INSURER B:			Company's
	INSURER C:			Best
	INSURER D:			Key Rating

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.							
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY	X		(G)	(H)	(I)	COMBINED SINGLE LIMIT (Ea accident)	\$(J) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO							
	<input type="checkbox"/> ALL OWNED AUTOS							
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> HIRED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
							DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATUTORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>							
	describe under DESCRIPTION OF OPERATIONS below							
7.	PROFESSIONAL LIABILITY			(K)	(L)	(M)	AGGREGATE	\$(N) 1,000,000
8.	CYBER LIABILITY			(O)	(P)	(Q)	AGGREGATE	\$(R) 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

9. RFP NO. 606614-23; VIDEO VISITATION FOR CLARK COUNTY DETENTION CENTER.

10. CERTIFICATE HOLDER**CANCELLATION**

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

11. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP 606614-23 Video Visitation for Clark County Detention Center:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as RFP No. 606614-23, entitled VIDEO VISITATION FOR CLARK COUNTY DETENTION CENTER;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
 County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
 by _____(name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT C
SUBCONTRACTOR INFORMATION**

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB



No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.

**EXHIBIT D
FEES AND COMMISSIONS**

Video Visitation & Tablet Commission

Video Visitation Commission

-Remote Video Visitation 25% after first 12 months of revenue generated.

Tablet Commission

-Premium Inmate Entertainment Access - Per Minute 25% after first 12 months of revenue generated

-Basic Inmate Entertainment Access - Per Minute 25% after first 12 months of revenue generated

-Inmate Messaging – Per Minute 25% after first 12 months of revenue generated

Revenue generated is defined when each service is rolled out and goes live to all the inmates at Clark County facilities and generating revenue. Once the Go Live date is mutually agreed upon by both parties, the Acceptance Statement in Exhibit E will be signed by both parties to formalize the beginning of the twelve (12) months until the 25% will start.

Video Visitation & Tablet Rates – These rates will be paid by the individuals using the services provided by PROVIDER.

Video Visitation		
»	Remote Video Visit- Per Minute	\$0.25
	- 10 Minute Visit	\$2.50
	- 25 Minute Visit	\$6.25
	- Onsite Video Visitation	\$0.00
»	Secure Messaging Rates	
	Inmate Messaging – Per minute	\$0.05
	Friends and Family Messaging	\$0.25
»	Tablet Rates for Content	
	Premium Inmate Entertainment Access - Per Minute	\$0.05
	Basic Inmate Entertainment Access – Per Minute	\$0.03

Inmate Applications/Services	
» Video Visitation Stations	Full VVS Flex Replacement
- Onsite Video Visitation	Included
- Remote Video Visitation	See Rates Above
» Tablet – 1:1 Tablet to Inmate Ratio	Included
- Video Relay Services	Included
- Education with LMS & CMS <ul style="list-style-type: none"> • 650 courses and training programs • 20,000+ Learning Resources • 2,000+ eLearning 	Included
- Post Release Reentry Program	Included
- Religious Programs	Included
- Document & Facility Info (Inmate handbooks, announcements, etc.)	Included
- Facility Notices & Messaging	Included
- Law Library with Lexis Nexis	Included
- PREA/Crime Tips	Included
- Account Info	Included
- Contacts	Included
- Photo Gallery App	Included
- ViaPath Help	Included
- Dictionary	Included
- Calculator	Included
- E-Books	Included
- Friends & Family Secure Messaging	See Rates Above
- Premium Streaming Music (Curated Music Channels for ViaPath Customers)	See Rates Above
- Basic Streaming Music (Series of Curated Collections of Internet Radio Stations)	See Rates Above
- Premium Game Center (High Quality Games through an App)	See Rates Above
- Basic Game Center (Arcade Style Games)	See Rates Above
- Premium Movies (Blockbuster Movies – Typically older than 5 years)	See Rates Above
- Basic Movies (Film and TV in English/Spanish Language)	See Rates Above
- Audiobooks	See Rates Above
- Podcasts	See Rates Above

Payment Model

Video Visits

Paid video visits will be funded/paid for by the Friends & Family utilizing their debit or credit card. To reduce refunds, staff involvement and stress on Friends & Family, ViaPath bills after the actual remote visit is completed.

Entertainment Content

Tablets are predominantly utilized by funds from an inmate account. As tablet charges for inmates are billed on a usage of minutes for paid content and no upfront funding is required, inmates only pay for what they use,

Friends and Family members can create an account for funding. Accounts allow control for deposits to decide if the funds go to the user's account (Friend and Family account), or if control should belong to the incarcerated family or friend (Inmate Account).

Taxes and Other Fees

ViaPath will charge the calling rates approved by Clark County by the local exchange carrier or billing agent that bills the call recipient for the collect call. Taxes on prepaid calls such as, Advance Pay, PIN Debit or Prepaid Cards, are assessed and collected by ViaPath and remitted to the taxing authority. Tax calculations are based upon the mandated tax rate in effect at the time of call and vary by call origination and destination. Tax collections are rendered to the appropriate taxing entity and are never retained in whole or in part by ViaPath.

Deposit fees could apply to any type of F&F account and/or inmate account not only phone or inmate funds. For example, if a family member deposits funds into an inmate's tablet account or if the friends and/or family have accounts for messaging, remote video visitation. Depending on the method of deposit, their bank, etc. may impose a fee on them (Third Party Financial Transaction Fee).

FCC Approved Deposit/Billing Fees	Fee
Certified Check Mailed to ViaPath	\$0.00
Money Order Mailed to ViaPath	\$0.00
IVR/Web/Auto Reload/Kiosk	\$3.00
Live Operator	\$5.95
Third Party Financial Transaction Fees ¹	Exact Fee Charged by Third Party Varies

**EXHIBIT E
ACCEPTANCE STATEMENT**

Go-Live date for Video Visitation Commission: _____

This form represents the mutually agreed Go-Live date that PROVIDER started generating revenue for Video Visitation. Twelve (12) months from the Go-Live date above, COUNTY will start receiving 25% commission on revenue, less any taxes and fees.

County

Provider:

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

EXHIBIT E
ACCEPTANCE STATEMENT

Go-Live date for Tablet Commission: _____

This form represents the mutually agreed Go-Live date that PROVIDER started generating revenue for Video Visitation. Twelve months from the Go-Live date above, COUNTY will start receiving 25% commission on revenue, less any taxes and fees.

County	Provider:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date: