



**Joinder Use Contract
Contract # CBE 606989-24
Title: Inmate Communications**

This Contract is made and entered into this _____ day of _____, 2024, by and between CLARK COUNTY, NEVADA (herein referred to as "COUNTY") and GLOBAL TEL*LINK CORPORATION d/b/a ViaPath Technologies (herein referred to as "VENDOR"),

Whereas, (i) VENDOR and State of Nevada (herein referred to as "ORIGINATING GOVERNMENT AGENCY") have entered into Contract No. 99SWC-NV22-13385 dated November 17, 2022 which provides for inmate communications (herein referred to as "MASTER CONTRACT"); (ii) governmental entities within the State of Nevada may join or use the contracts of other governmental entities with the authorization of the Supplier pursuant to NRS 332.195; (iii) COUNTY desires to use the MASTER CONTRACT between VENDOR and the ORIGINATING GOVERNMENT AGENCY; and (iv) COUNTY and VENDOR intend to enter into a Contract between themselves using the terms, conditions and specifications of the MASTER CONTRACT to the extent such are incorporated by reference herein. In consideration of the above premises, the parties hereto agree to the following:

1. This Contract shall consist of the MASTER CONTRACT, a copy of which is attached hereto as Exhibit "A" and incorporated herein except for the following:

- a. COUNTY elects to participate in Category 1: General Information and Category 3: Inmate Telephone System.
- b. Revised terms in Part 1A-Technical Proposal, a copy of which is attached hereto as Exhibit "B".
- c. Replace Part II – Cost Proposal with Commission and Cost Proposal NASPO, a copy of which is attached hereto as Exhibit "C".
- d. For the purpose of this Contract with COUNTY, the following terms shall have the meanings set forth below:

1. "Department of Corrections (DOC)" means "Detention Services Division (DSD)"
2. "State" means "COUNTY"
3. "Prison" means "Detention Facilities"
4. "Prison Grounds" means "Detention Facilities"
5. "Security Regulation" mean "Standard Operating Procedures (SOP's)"

2. As required pursuant to NRS 332.195, VENDOR hereby authorizes COUNTY to use the MASTER CONTRACT as the basis for this Contract, and COUNTY hereby agrees in consideration of such authorization and consent, to be bound by the MASTER CONTRACT to the extent that the same are incorporated herein as a part of this Contract.

3. The MASTER CONTRACT is based upon the estimated procurement figures of the ORIGINATING GOVERNMENT AGENCY. COUNTY hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the MASTER CONTRACT.

4. The MASTER CONTRACT, and the rights granted hereunder to COUNTY, shall continue in force and effect for the period of time set forth in the MASTER CONTRACT. In the event that the MASTER CONTRACT is terminated for any reason, including the ORIGINATING GOVERNMENT AGENCY failure to exercise any or all of the options granted thereunder, COUNTY shall have the right to continue the MASTER CONTRACT in force and effect despite such termination, and to exercise any and all of the options which the ORIGINATING GOVERNMENT AGENCY fails to exercise. COUNTY reserves the right, however, to terminate this Contract, or negotiate a new contract at any time during the term of this Contract.

5. Any change or modification to the MASTER CONTRACT between VENDOR and the ORIGINATING GOVERNMENT AGENCY shall be applicable to COUNTY only if so agreed to in writing by COUNTY. In the event that such change or modification adversely impacts COUNTY, COUNTY may terminate this Contract.

6. Any notice or other communication given in connection with this Contract shall be made in writing, reference this Contract and either be delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service or overnight courier service to the following person and address:

<u>COUNTY</u>	<u>CONTRACTOR</u>
Clark County	3120 Fairview Park Drive, Suite 300
Attention: Purchasing and Contracts Division	Fall Church, VA 22042
500 South Grand Central Parkway	
Fourth Floor	
Las Vegas, Nevada 89155-1217	
Fax #: (702) 386-4914	

7. Notwithstanding any of the above mentioned, this Contract shall not change or modify the MASTER CONTRACT with the ORIGINATING GOVERNMENT AGENCY.

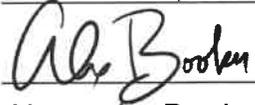
COUNTY:

By: _____ Date: _____
Print Name: Jessica Colvin Title: CFO

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: _____ Date: _____
JASON B. PATCHETT
Deputy District Attorney

VENDOR:

Name: Global Tel* Link Corporation Phone: (703) 955-3910
d/b/a Via Path Technologies
Address: 3120 Fairview Park Drive, Suite 300 Fax: (703) 435-0980
Falls Church, VA 22042
Authorized Representative:  Date: May 2, 2024
Print Name: Alexandra Booker Title: Contracts Manager

Contract #CBE 606989-24
Title: Inmate Communications

EXHIBIT A
MASTER CONTRACT

NASPO/STATE OF NEVADA MASTER AGREEMENT

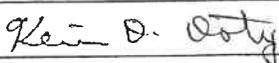
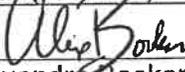
Master Agreement Number:	99SWC-NV22-13385
Solicitation Number:	99SWC-S1154
Title:	Inmate Communications

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:	Douglas Farmer, Account Executive		
Phone:	540-935-6605	Email:	douglas.farmer@gtl.net

1. **SCOPE.** This purpose of this Master Agreement is to provide Inmate Communications. Awarded: Category 2 – Inmate Kiosks and Tablets; Category 3: Inmate Phones. Contractor agrees to comply with all requirements, specifications, terms, and conditions set forth herein.
2. **TERM.** 01/01/2023 - 12/31/2025 unless terminated early or extended in accordance with the terms and conditions of this Master Agreement. 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. Attachment A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS
 - B. Attachment B: INSURANCE SCHEDULE
 - C. Attachment C: SCOPE OF WORK
 - D. Attachment D: COST SCHEDULE
 - E. RFP SOLICITATION AND AMENDMENTS, incorporated by reference but not attached
 - F. VENDOR RESPONSE, incorporated by not attached
 - 3.2. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Master Agreement are also incorporated herein.
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 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 Master Agreement to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Master Agreement 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: 11/17/22	Date: November 16, 2022

ATTACHMENT A
NASPO VALUEPOINT MASTER
AGREEMENT TERMS AND
CONDITIONS



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional periods of one (1) year each at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the

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respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

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5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor’s contract

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administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least sixty (60) days prior to the effective date.

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- 6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4 No retroactive adjustments to prices or rates will be allowed.
- 6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 **Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 **Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
 - 7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

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- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;
 - 7.6.4** Purchasing Entity contact information;
 - 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6** A not-to-exceed total for the products or services being ordered; and
 - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made

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known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function;
or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the

Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
 - 14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
 - 14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
 - 14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 14.2.2 **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
 - 14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially

reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;

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- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
- 14.8.3.5** Suspension of Contractor's performance; and
- 14.8.3.6** Withholding of payment until the default is remedied.
- 14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- 14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.
- 14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.
- 14.11 No Waiver of Sovereign Immunity**
- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- 14.12 Governing Law and Venue**
- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any

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Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

ATTACHMENT B

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 master agreement 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 master agreement and in no way limit the indemnity covenants contained in this master agreement. 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 involve 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 \$100,000
- Each Accident

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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.

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

- a. In the event that the professional liability insurance required by this master agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this master agreement; 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 master agreement 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 master agreement.
- b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this master agreement.

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 master agreement.
 - 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 master agreement 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 master agreement .
- 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.
- 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 master agreement. 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 master agreement must be in effect at or prior to commencement of work under this master agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this master agreement or to provide evidence of renewal is a material breach of master agreement.

All certificates required by this master agreement 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 master agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

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- 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 master agreement 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 master agreement amendment, but may be made by administrative action.

ATTACHMENT C

SCOPE OF WORK



Inmate
Communications SOM

SCOPE OF WORK

Category 1: General Information

Category 2: Inmate Kiosks and Tablets

Category 3: Inmate Telephone System

Category 4: Digital Mail Services

Each category (*Sections 1 through 4*) will be evaluated separately by the Evaluation Committee. Committee members will score each category independently of the others and will make awards as in the best interest of the Lead State and NASPO ValuePoint.

Vendors may submit a proposal for any or all of the categories listed in the Scope of Work but may not submit for less than one entire category. Vendors must clearly identify in their proposal the category or categories, the section number(s) and geographic location for which they are proposing.

For all categories below, the vendor:

- Must ensure that the facilities are in compliance with all existing DOC rules and regulations;
- Must ensure all services are conducted by a State Certified/Licensed Technician;
- Must ensure all services are conducted in accordance with any DOC certification requirements;
- May offer additional services as related to awarded categories;
- Must ensure all equipment is compatible to the best industrial standards and must function as designed after installation;
- Must 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 vendor's proposal; and
- Shall 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 vendor must complete a Background Check Application form, and return the completed form to the requesting DOC. Because of space considerations, each vendor 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 vendor 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 vendor's expense.
- 1.1.4 It is the vendor's responsibility to ensure the following:
 - 1.1.4.1 Vendors must not begin any billable work on the contract until clearance has been issued by the Purchasing Entity; and
 - 1.1.4.2 Vendor 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 vendors who are in non-compliance with the requirements of the Security Regulations will not be allowed access to the facility.
- 1.1.7 All vendor employees entering prison grounds must adhere to the DOC Security Regulations.
- 1.1.8 While at the facility, the vendor 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 vendor 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 Vendor must adhere to all DOC's policies and procedures regarding tool control.
- 1.2.2.2 Vendor must ensure incarcerated individuals do not have access at any time to any tools or equipment brought in by vendor and/or its subcontractors.

1.2.3 Health and Safety Standards

- 1.2.3.1 The awarded vendor shall comply with all applicable federal, state, and local requirements for protecting the safety of the Vendor's employees, building occupants, and the environment.
- 1.2.3.2 The awarded vendor must comply with all Federal, State and Local rules and regulations.

1.3 **VENDOR STAFF REQUIREMENTS**

1.3.1 Vendor Staff Levels and Qualifications

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

- 1.3.1.1 The Vendor 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 Vendor'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 Vendor 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 vendor'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 Vendor 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 vendor'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 Vendor 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 vendor, provided the Vendor 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 Vendors 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 Vendor'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 Vendor 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 Vendor 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 Vendors 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 Vendors must guarantee workmanship at Vendors' 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 Vendor(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 Vendor 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 vendor.

- 1.6.5 Once the awarded Vendor(s) has possession of the equipment to be installed, the responsibility for all equipment, including storage during installation work, shall be at the awarded Vendor'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 Vendor 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 vendor 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 vendor to be in breach and terminate the order;
 - 1.7.5.2 Demand a replacement product from the vendor 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 vendor.
- 1.7.6 Vendor 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 vendor 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 vendor's proposal.

1.11.1 Express Warranties

Vendors 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 Vendor, 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 Vendor 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 vendor 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 vendors entering prison grounds must adhere to DOC Security Regulations.

2. INMATE KIOSKS & TABLETS

2.1 SOFTWARE APPLICATIONS

The vendor 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 Vendor 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. Vendor to offer an alternative solution to reduce stress on DOC network or provide solution separate from DOC network infrastructure.
- 2.1.2.8 The vendor 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 vendor and/or transferrable to DOC storage.
- 2.1.3.7 Vendor 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. Vendor to offer an alternative solution to reduce stress on DOC network or provide solution separate from DOC network infrastructure.
 - C. Vendor to describe file size limitations if any and additional cost associated.
- 2.1.3.8 Vendor to provide both electronic viewing of messages and ability for DOCs to print messages and photos. For printing function, the vendor to supply printers and consumables, including, but not limited to, toner and paper at no additional cost.
 - A. Vendor to describe process for DOC to order consumable supplies.
 - B. Vendor to submit a plan on how the toner will be recycled.
- 2.1.3.9 The vendor 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 Vendor 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 vendor so that offenders may be able to place commissary orders from tablets. The vendor shall fully cooperate with the commissary vendor 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 vendor shall work with the inmate banking system and/or inmate telephone system vendor(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 Vendor 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 Vendor 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. Vendor 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 Vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 Vendor must ensure that the operating system is no more than (N+2) revisions behind the publicly available kernel.

2.2.5 The vendor 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 vendor 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 vendor 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 Vendor must describe the capability for the development of future applications and implementing these applications on the proposed hardware configuration.
- 2.2.7.2 Vendors 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. Vendor to detail plans to support their proposal both ways.
- 2.2.7.5 Vendor 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 vendor 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, vendors 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 vendor 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 vendor 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 vendor 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. Vendor 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 vendor 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 Vendor shall ensure kiosks are maintained on the most current version of the vendor’s operating system, with no more than two versions at any one time across all kiosks.
- 2.3.1.2 Vendor 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 Vendor 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 Vendor 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 vendor shall allow for additional applications to be added as determined necessary by the DOC. Upon mutual agreement between the vendor 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 Vendor must provide, at no cost to DOC or inmates, any and all upgrades that become available during the term of the contract.

- A. Vendor 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 vendor is chosen upon contract termination.

2.3.3.3 Third Party Acquisition of Software: Vendor 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: Vendors 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 vendor 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. Vendor to detail their capability to interface vendor's applications to DOC applications.
- B. Data transfer in vendor's operating system. Vendor 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 Vendor 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 Vendor 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 vendor 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 Vendor 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 vendor shall provide support for the equipment Monday through Friday 8:00 am to 5:00 pm in Participating State's time zone.

A. Vendor must provide the toll-free number for agency to call when service is needed.

B. The vendor 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 vendor 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 vendor shall be responsible for any expenses required for the repair or replacement of the equipment.

2.3.6.5 The vendor will coordinate its service schedule in advance with the facility.

- 2.3.6.6 The vendor shall contact the facility for entry approval regarding maintenance and repairs.
- 2.3.6.7 The vendor 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 vendor 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 vendor 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. Vendors shall detail their ability to handle emergencies.
- 2.3.6.10 Vendors 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 vendor not be followed explicitly, the vendor 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 vendor of all such amounts due.
 - C. The vendor will pay the calculated lost commission with the next commission payment due the State.
 - D. Vendor will be allotted time between the notification and the next commission payment due date to validate the lost commission. If the Vendor 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 Vendor and payment shall be due as described above.
- 2.3.6.11 The vendor must provide the authorized DOC staff with a complete list of office and cellular numbers for its Contractors/subcontractors,

managers, administrators, technicians etc. The vendor's management office and emergency telephone numbers must also be furnished.

2.3.6.12 The vendor 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 vendor 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 Vendors 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 vendor 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 Vendor to provide detailed information regarding coverage under warranty:
 - A. When is repair considered?
 - B. When is tablet replaced?
 - 2.4.3.2 Vendor to provide any exclusions related to warranty.
 - 2.4.3.3 Vendor to provide turn-around time for repair/replacement.
 - 2.4.3.4 Vendor 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 vendor'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 vendor shall provide its application(s) that will run on an operating system, mutually agreed upon by the vendor and the DOC, that is capable of being upgraded at no cost to the DOC.
- 2.5.2 Vendor 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 vendor 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 vendor 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. Vendor 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 vendor is chosen upon contract termination. Vendor shall explain any size limitations in transferring data.
- 2.5.4 The vendor 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 vendor shall detail plans to support their proposal both ways.
 - 2.5.5.1 Tablets may or may not connect to DOC network infrastructure. The vendor shall detail plans to support their proposal both ways.
 - 2.5.5.2 The vendor 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 vendor 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 vendor.

- A. The vendor shall allow DOC SNMP monitoring of these tablets devices, at a minimum.
 - B. The vendor shall allow DOC complete audit and read-only access to entire vendor infrastructure located on any DOC premises.
- 2.5.6 The vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor for inmate phone and wireless tablet services, the DOC

seeks to have the vendor 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 vendor-provided network at no cost to the DOC upon expiration of contract. This shall include all applicable cabling and wireless equipment.
- 2.5.7 Vendor 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 vendor 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 vendor 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 vendor 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 Vendor 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 vendor must provide support for the equipment Monday through Friday 8:00 am to 5:00 pm in Participating State's time zone. Vendor must provide the toll-free number for agency to call when service is needed.
 - A. The vendor shall provide a detailed plan for customer support during non-business hours.
- 2.5.12.3 The vendor 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 vendor shall be responsible for any expenses required for the repair of the equipment.

- 2.5.12.5 The vendor will coordinate its service schedule in advance with the facility.
- 2.5.12.6 The vendor shall contact the facility for entry approval regarding maintenance and repairs.
- 2.5.12.7 The vendor 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 vendor 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 vendor will provide their on-site repair time, method and proposed level of services for the facilities. Vendors will detail their ability to handle emergencies.
 - A. Please provide an escalation plan.
- 2.5.12.10 Vendors 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 vendor not be followed explicitly, the vendor 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 vendor of all commissions due.
 - C. The vendor will pay the calculated lost commission with the next commission payment due the State.
 - D. Vendor will be allotted time between the notification and the next commission payment to validate the lost commission.
- 2.5.12.11 The vendor must provide the authorized DOC staff with a complete list of office and cellular numbers for its Contractors/subcontractors, managers, administrators, technicians, etc. The vendor's management office and emergency telephone numbers must also be furnished.

- 2.5.12.12 The vendor 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 vendor to the authorized DOC staff.

2.6 ACCESSORIES

The vendor 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 vendor 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 Vendor 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 vendor. 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor will accept the authorized DOC staff's decision regarding determination of quality.

3.3 VENDOR RESPONSIBILITIES IN INITIAL INSTALLATION AND ONGOING MAINTENANCE

- 3.3.1 The vendor 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. Vendor 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 vendor 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 vendor of the ITS problem by the facility or authorized DOC staff.
- 3.3.4 For each facility installation, the vendor 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 vendor 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 vendor 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 vendor 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 vendor.
- 3.3.9 No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Contract by the vendor becomes the DOC's property upon termination and/or expiration of the Contract.
- 3.3.10 The vendor 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 vendor will be installed by the vendor at no cost to the DOC.
- 3.3.11 The vendor 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 vendor) 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 vendor will provide and install surge and lightning protection to protect their equipment. If outages are caused by surge and/or lightning, the vendor 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 vendor will clean up and remove all debris and packaging material resulting from work performed.

- 3.3.17 The vendor will restore to original condition any damage to the DOC's property caused by maintenance or installation personnel associated with the vendor, including repairs to walls, ceilings, etc.
- 3.3.18 The vendor agrees to install, repair and maintain all vendor 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, vendor must provide the authorized DOC staff with a list of telephone numbers, serial numbers, and locations of each unit. Vendor will routinely provide updated lists containing this information to authorized DOC staff.
- 3.3.20 The vendor must indicate the physical size of any controlling equipment to be installed at the DOC's facilities.
- 3.3.21 The vendor 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 vendor 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 vendor 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 vendor 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 vendor'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 vendor will explain the company's ability and procedure to track other carrier's telephones and validate bill to numbers.
- 3.4.5 The vendor will subscribe to the Line Information Data Base (LIDB-physical address of telephone number) for validation purposes. The vendor 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 vendor 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. Vendors 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 Vendor 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 vendor will provide a sufficient infrastructure to allow inmates to utilize all the available telephones at the same time.
- 3.4.12 The vendor 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 vendor 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 Vendor shall identify all possible languages to be provided to the DOC. Any additional costs to provide languages must be included in vendor’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 vendor will indicate whether the called party can also select the preferred language for call prompts. Any additional cost for languages will be included in vendor'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 vendor 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 vendor's validation is done in real time or by batch.
- 3.4.27 Specify vendor'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 vendor 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 vendor'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 vendor 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 Vendor must ensure that the operating system is no more than (N+2) revisions behind the publicly available kernel.
- 3.6.3 The vendor software installed on the DOC computers/servers must operate in the then current DOC hardware, software and security configuration. Vendor 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 vendor 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 vendor 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 vendor 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 vendor software does not have this capability, the awarded vendor will write an interface to accommodate DOC's needs.
- 3.6.8 The vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor.
- 3.7.8 The vendor 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 vendor 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 vendor proposal will provide a search capability that allows authorized DOC staff to search call recordings for certain key words or phrases. The vendor 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 vendor 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 vendor will provide a description of this capability.

3.7.14 The security and confidentiality of data in the ITS is of critical importance. The vendor will recover all inmate telephone data for all locations, to the point of full service operation using a data backup.

3.7.15 The vendor will perform all service and database back-ups and archiving. The vendor 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 vendor 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 vendor at no cost to the DOC.

3.8.2 The vendor will briefly describe how they will perform back-up or ITS redundancy of call data.

3.8.3 The vendor 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 vendor 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 vendor's off-site location.

- 3.8.5 The vendor will provide full ITS inmate call record back-up from each DOC location on a daily basis.
- 3.8.6 The vendor 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 vendor will back-up immediately to the vendor's off-site location.
- 3.8.7 The vendor will provide full ITS inmate call recording back-up from each DOC location on a daily basis.
- 3.8.8 Vendor 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 vendor's off-site location.
- 3.8.9 The vendor will briefly describe how the local ITS databases at all DOC facilities will be kept current with the ITS back-ups at the vendor's off-site location in case of required re-programming or ITS recovery at the DOC facility. Should the vendor permanently lose call data, vendor will be responsible to the DOC for reimbursement.
- 3.8.10 The vendor must agree that the DOC retains ownership of all archived information, call detail, inmate records, call recordings, etc. The vendor 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 vendor'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 vendor sites throughout the duration of the Contract. Upon successful ITS implementation, the vendor will either import the previous year's telephone data or pay the previous vendor to provide one (1) year of call record storage and retrieval at no cost to DOC.
- 3.8.12 The vendor 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 vendor 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 vendor will not use the data for any purpose other than as required in the Contract.

3.8.14 The vendor 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 vendor's equipment at its host site through the user-level equipment provided by the vendor, 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 vendor. Secure access to the ITS and the database will be maintained at all times.

3.9.3 The vendor 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 vendor 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 vendor shall agree that no inmate telephone will be capable of receiving an incoming call and the vendor will work with the local exchange carriers (LECs) to ensure such control.
- 3.9.11 The vendor will describe how it detects “false disconnects”.
- 3.9.12 The ITS will have the capability of answer detection.
- 3.9.13 The vendor 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 vendor 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 vendor's cost proposal.
- 3.9.17.1 Vendor shall describe their ability to monitor a sample of inmate telephone calls and provide monthly reports to the DOC.
- 3.9.18 The vendor 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 vendor 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 vendor 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 vendor, and all sets shall be the property of the vendor. The DOC will determine the number of telephones at each facility along with the location of all necessary equipment. The vendor 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 Vendor chooses to utilize. The vendor 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 vendor. All work performed by the vendor shall be at the vendor'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 Vendor-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 vendor 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 Vendor 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 vendor, all equipment will remain with the DOC until

new equipment is installed by the new vendor. Provide the DOC and the new vendor 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 vendor shall be responsible for any repairs required.

3.10 ITS INMATE IDENTIFICATION NUMBER (ID) APPLICATION

- 3.10.1 The vendor 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 vendor 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 vendor'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 vendor, 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 vendor 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 vendor 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 vendor will briefly describe the alert feature proposed with the proposed ITS and the options available to the DOC.

3.11.1.4 The vendor will be able to identify and report, 3 way or conference calling and call forwarding. The vendor 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 - Vendors will provide technology information on their ability to detect the presence of cell phones within a facility. This can be done through the vendor'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 vendor 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 vendor 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 vendor 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 vendor 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 Vendor 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 vendor shall contact the facility for entry approval regarding maintenance and repairs.
- 3.15.2 The vendor 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 vendor 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 vendor will provide their on-site repair time, method and proposed level of services for the facilities. Vendors will detail their ability to handle emergencies.

3.15.5.1 Provide an escalation plan.

3.15.6 Vendors 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 vendor not be followed explicitly, the vendor 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 vendor of all commissions due.

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

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

3.15.8 The vendor 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 vendor to the authorized DOC staff.

3.16 TRANSITION PLAN

3.16.1 The vendor will work with the authorized DOC staff and the incumbent vendor 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 vendor will propose a transition plan that minimizes lost revenue to the DOC for a smooth “cutover” to the new ITS.

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

3.16.3 Upon expiration, termination, or cancellation of the Contract, the vendor 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 vendor will provide and/or perform any or all of the responsibilities outlined in this Scope of Work.

3.16.4 The vendor acknowledges the call records, call recording, documentation, reports, data, etc., contained in the ITS are the property of the DOC. The vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor. Not to exceed one hundred twenty (120) days.

3.16.8 The vendor 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 vendor and Release Management.

3.17.2 For DOC-initiated modification to the software; the vendor 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 vendor 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 vendor 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 Vendor 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. Vendor must provide the toll free number for agency to call when service is needed.
 - 3.17.6.1 The vendor shall provide detailed plan for customer support during non-business hours.
 - A. The vendor 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 vendor 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 vendor shall be responsible for any expenses required for the repair of the equipment.

3.17.11 The successful vendor 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 vendor 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 vendor 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 vendor. 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 vendor 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 vendor 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, vendor 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 Vendor 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 vendor 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 vendor 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 vendor 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 vendor will keep all mail processing data current and made available upon request by the authorized DOC staff.
- 4.2.4 The vendor 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 vendor will accept the authorized DOC staff’s decision regarding determination of quality.

4.3 VENDOR RESPONSIBILITIES IN INITIAL INSTALLATION AND ONGOING MAINTENANCE

- 4.3.1 The vendor 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. Vendor 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 vendor 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 vendor of the DMS problem by the facility or authorized DOC staff.
- 4.3.4 For each facility installation, the vendor 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 vendor 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 vendor 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 vendor 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 vendor will be installed by the vendor 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 vendor) 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 vendor will provide and install surge and lightning protection to protect their equipment. If outages are caused by surge and/or lightning, the vendor 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 vendor will clean up and remove all debris and packaging material resulting from work performed.
- 4.3.13 The vendor will restore to original condition any damage to the DOC's property caused by maintenance or installation personnel associated with the vendor, including repairs to walls, ceilings, etc.
- 4.3.14 The vendor agrees to install, repair and maintain all vendor 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, vendor must provide the authorized DOC staff with a list of equipment and locations of all equipment. Vendor will routinely provide updated lists containing this information to authorized DOC staff.
- 4.3.16 The vendor must indicate the physical size of any controlling equipment to be installed at the DOC's facilities.
- 4.3.17 The vendor 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 vendor 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 vendor 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 vendor 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 Vendor must ensure that the operating system is no more than (N+2) revisions behind the publicly available kernel.
- 4.5.3 The vendor software installed on the DOC computers/servers must operate in the then current DOC hardware, software and security configuration. Vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor.
- 4.6.8 The vendor 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 vendor 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 vendor proposal will provide a search capability that allows authorized DOC staff to search inmate correspondence for certain key words or phrases. The vendor 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 vendor 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 vendor will provide a description of this capability.
- 4.6.14 The security and confidentiality of data in the DMS is of critical importance. The vendor will recover all inmate correspondence data for all locations, to the point of full service operation using a data backup.
- 4.6.15 The vendor will perform all service and database back-ups and archiving. The vendor 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 vendor 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 vendor at no cost to the DOC.
- 4.7.2 The vendor will briefly describe how they will perform back-up or DMS redundancy of correspondence data.
- 4.7.3 The vendor 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 vendor 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 vendor's off-site location.

- 4.7.5 The vendor will provide full DMS inmate correspondence data back-up from each DOC location on a daily basis.
- 4.7.6 The vendor 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 vendor will back-up immediately to the vendor's off-site location.
- 4.7.7 The vendor will briefly describe how the local DMS databases at all DOC facilities will be kept current with the DMS back-ups at the vendor's off-site location in case of required re-programming or DMS recovery at the DOC facility. Should the vendor permanently lose correspondence data, vendor will be responsible to the DOC for reimbursement.
- 4.7.8 The vendor must agree that the DOC retains ownership of all archived information, inmate records, correspondence data, etc. The vendor 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 vendor'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 vendor sites throughout the duration of the Contract.
- 4.7.10 The vendor 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 vendor 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 vendor 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 vendor will not use the data for any purpose other than as required in the Contract.

4.7.12 The vendor 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 vendor's equipment at its host site through the user-level equipment provided by the vendor, 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 vendor. Secure access to the DMS and the database will be maintained at all times.

4.8.3 The vendor will describe how it detects and identifies contraband in correspondence.

4.8.4 The vendor will describe its contraband reporting policies.

4.8.5 The vendor will describe how it identifies approved correspondence.

4.8.6 The vendor will describe how it identifies and handles non-privileged correspondence.

4.8.7 The vendor will describe how it identifies and handles privileged (legal, medical, etc.) correspondence.

4.8.8 The vendor will describe its process and policy related to rejected correspondence.

4.8.9 The vendor 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 vendor's cost response ***Attachment C, Cost Proposal***.

4.8.9.1 Vendor shall describe their ability to monitor a sample of inmate correspondence and provide monthly reports to the DOC.

4.8.10 The vendor 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 Vendor 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 vendor, all equipment will remain with the DOC until new equipment is installed by the new vendor. Provide the DOC and the new vendor 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 vendor, 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 vendor will be able to detect, identify, and report contraband to local law enforcement and authorized DOC staff.
- 4.9.1.2 Optional Requirement - Vendors 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 vendor'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 vendor 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 vendor shall contact the facility for entry approval regarding maintenance and repairs.
- 4.11.2 The vendor 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 vendor 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 vendor will provide their on-site repair time, method and proposed level of services for the facilities. Vendors will detail their ability to handle emergencies.

4.11.5.1 Provide an escalation plan.

4.11.6 Vendors 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 vendor not be followed explicitly, the vendor will be liable.

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

4.11.8 The vendor 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 vendor to the authorized DOC staff.

4.12 MAINTENANCE/SERVICE

4.12.1 Software Modification by the vendor and Release Management.

4.12.2 For DOC-initiated modification to the software; the vendor 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 vendor 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 vendor 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 Vendor 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. Vendor must provide the toll free number for agency to call when service is needed.
- 4.12.6.1 The vendor shall provide detailed plan for customer support during non-business hours.
 - A. The vendor 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 vendor 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 vendor shall be responsible for any expenses required for the repair of the equipment.
- 4.12.11 The successful vendor 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 Vendors to propose service options and pricing for mail scanning services.

4.13.1.1 Service option 1: Facilities to do their own scanning. Vendor to provide equipment and software needed.

4.13.1.2 Service option 2: Vendor to provide scanning at off-site facility.

4.13.1.3 Service option 3: Facility to have contracted staff facilitate scanning at DOC.

ATTACHMENT D COST SCHEDULE



Part II - Cost
Proposal (6).pdf

Contract #CBE 606989-24
Title: Inmate Communications
Exhibit B

Both COUNTY and VENDOR agree to the following changes:

1. Part 1A – Technical Proposal, 4. Scope of Work, Attachment B: Scope of Work, Section 1.3 Vendor Staff Requirements, Add:

“1.3.1.4. “As fully described in Exhibit D, Scope of Work for On Site Technicians, Vendor will provide two full-time, dedicated technicians to the site for the term of this Contract and any renewal(s); additional technicians will be appointed during the transition period. The dedicated technicians will only offer services at the Clark County Detention Center facilities. “

2. Part 1A – Technical Proposal, 4. Scope of Work, Attachment B: Scope of Work, Section 3.3 Vendor Responsibilities in Initial Installation and Ongoing Maintenance:

Originally Written

“3.3.18. The vendor agrees to install, repair and maintain all vendor provided equipment and lines at no cost to the DOC. Equipment must be maintained as current state-of-the-art.”

Revised to Read

“3.3.18. The vendor agrees to install, repair and maintain all vendor provided equipment and lines. Vendor, also, agrees to repair and maintain all Public Defender equipment and lines. See attached Exhibit E, for list of phones. Equipment must be maintained as current state-of-the-art.”

3. Part 1A – Technical Proposal, 4. Scope of Work, Attachment B: Scope of Work, Section 3.8, Call Detail Record Storage:

Originally Written

“3.8.9 Call Detail Record Storage
Upon completion of a call at a customer facility, a copy of the call detail record (CDR) will be stored ViaPath’s Data Center in Texas for an agreed upon duration. Call records at each site are periodically backed up.”

Revised to Read

“3.8.9 Call Detail Record Storage
Upon completion of a call at a customer facility, a copy of the call detail record (CDR) will be stored at ViaPath’s Data Center in Texas for a three (3) year period. Call records at each site are periodically backed up.”

4. Part 1A – Technical Proposal, 4. Scope of Work, Attachment B: Scope of Work, Section 3.9 Security Features, Add:

“3.9.18.1 DD. Provide a solution where DOC staff has the ability to review the inmate phone transactions prior to any inmate funds transfer from the inmate trust account to the phone account for usage. “

5. Part 1A – Technical Proposal, 4. Scope of Work, Attachment B: Scope of Work, Section 3.14 Training:

Originally Written

“3.14.1 The vendor 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.”

Revised to Read

“3.14.1 The vendor will provide in-person 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 is acceptable for subsequent training.”

Commission and Cost Proposal NASPO

ViaPath is pleased to offer our feature-rich Command system to Clark County that includes the benefits of ViaPath's best-in-class inmate calling system.

Our offer strikes the balance of providing proven technology and affordable communication between inmates and their loved ones supported by our commitment to provide service excellence. ViaPath's products and services make safety and security a priority while also providing communication needs to keep inmates in touch with family and friends.

Rate Offer

As a technology partner, we are committed to **investing the time, energy, and resources** needed to establish a successful long-term partnership with **Clark County**.

		Offer
»	ViaPath Commission/Revenue Share Offer	
	Inmate Telephone Fixed Commission paid Monthly	\$1,230,000 Annually/ \$102,500 Monthly
	Inmate Telephone Commission	\$0.02 per Minute
»	ViaPath Rate Offers	
»	Phone Call Rates	
	- All Domestic	\$0.16
	- International ¹	\$0.16
	- Ten (10) Free Five-Minute Calls Per Newly Booked Inmate	\$0.00
	Other	
	- Voicemail	\$0.50

Proposal Solution Summary

Items designated with "Included" indicate there is no cost to the Clark County, inmates Family or Friends.

		Offer
	Communications Solutions	
»	Telephone Service (ITS)	Included
	- Secure Private Network – 99.9% Up-time	Included

¹ Plus the applicable call termination rate for the destination country as published on ViaPath's website, which may be updated every 3 months in accordance with the FCC Order.

	Offer
- Secure Web-Based Anytime, Anywhere Access for Properly Authorized Users	Included
- Comprehensive, Easy-to-use Administrative Tools	Included
- Redundancy of all Critical Operational Components	Included
- Call Monitoring & Recording	Included
- Privileged Calls (non-monitored)	Included
- JMS Interface for Inmate Information/PIN Transfer	Included
- Automated PIN Debit	Included
- Voicemail	Included
- Maintenance	Included
Investigative Solutions	
» Artificial Intelligence ("AI") Suite	Included
- Inmate IQ – Watch List	Included
- Initial Voice IQ - Initial Voice Biometrics to PIN	Included
- Continuous Voice IQ – Continuous Voice Biometrics	Included
- Call IQ Basic - Keyword Search/Word Recognition	Included
- Call IQ Advanced – Transcription	Included
- Called Party IQ – Inmate-to-Inmate Call Detection	Included
» Unlimited BNA – Reverse Number Lookup	Included
» Phone IQ – Phone Type Identification	Included
Payment Services Offers	
» Friends & Family Web and IVR Services	Included
» Android / IOS Smartphone application	Included

Taxes and Fees on Inmate Phone Calls

ViaPath will charge the calling rates approved by the County. Federal, state, and local taxes apply to all telecommunications services. Taxes on collect calls are assessed 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.

Other FCC Approved Fees

FCC Approved 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
	AdvancePay OneCall	\$3.00
	Third Party Financial Transaction Fees ²	Exact Fee Charged by Third Party Varies
Federal & State Assessed Fees		Fee
	Federal Universal Service Fund (FUSF) ³	Per FCC

² Charged by third parties including, but not limited to, MoneyGram, Western Union, credit card processing, and transfers from commissary accounts. Fees do not include any markup by ViaPath. Third party financial transaction fees may be in addition to other fees as applicable to the transaction choice.

³ Federal Universal Service Fund percentages change as prescribed by the FCC. ViaPath passes-through FUSF fees based on the prescribed percentage of interstate calling. The fee is applied to each interstate call made by the Customer and remits the amount to the applicable government agency.

Contract # CBE 606989-24
Title: Inmate Communications

Exhibit D

Scope of Work – On Site Technician

VENDOR shall provide on-site Technicians as required to maintain and operate the system as outlined in this Contract. VENDOR shall supply two (2) full time technicians for a period of eighty (80) hours weekly during the term of this Contract and any renewal options and will assign two additional employees during the installation of the system.

Responsibility of VENDOR

- A. The operations of VENDOR, its employees, invitee's, suppliers, and contractors shall be conducted in an orderly and proper manner so as to not annoy, disturb or be offensive to others. All employees of the VENDOR shall always conduct themselves in a courteous manner toward the inmates and COUNTY employees and in accordance with the rules, regulations and polices developed by COUNTY and/or VENDOR. COUNTY reserves the right to request removal of any VENDOR's employee upon submitting proper justification, should such action be considered necessary to the best interest of COUNTY.
- B. It is understood that in the performance of the services herein provided for, VENDOR 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, VENDOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by VENDOR in the performance of the services hereunder. VENDOR 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.
- C. Should the on-site Technician(s) of VENDOR be unable to complete his or her responsibility for any reason, VENDOR must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. While seeking permanent replacement, VENDOR may utilize part-time or temporary employees, at their discretion. If VENDOR fails to make a required permanent replacement within ninety (90) calendar days, COUNTY may terminate this Contract for default.
- D. VENDOR 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.
- E. VENDOR 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.

Security

- A. It will be the VENDOR's responsibility to submit the full name, Social Security number, date of birth and other information that may be required, for all personnel, including subcontractors, who will be utilized for the inmate phone contract with COUNTY. This information will be utilized

for a security background check that must be passed by the VENDOR's employees who will be assigned to work at Clark County Detention Center facilities.

- B. The VENDOR should advise all of their personnel that the COUNTY is run by a law enforcement organization and any outstanding warrants identified will be dealt with per Department policy.
- C. This information will be provided to the authorized representative of the COUNTY at a minimum of seventy-two (72) hours prior to the date that any of the personnel shall be assigned to do work with COUNTY.

	A	B	C
1	EXHIBIT E		
2			
3	LOC/Phone #	Name	Count by Area
4			
5	96	INMATE TEST PHONE	
6			
7		BOOKING	50
8	31	INTAKE Z01	
9	369	INTAKE Z02	
10	370	INTAKE Z03	
11	371	INTAKE Z04	
12	161	INTAKE Z05	
13	374	INTAKE Z06	
14	254	INTAKE Z07	
15	255	INTAKE Z08 #1	
16	253	INTAKE Z08 #2	
17	336	INTAKE Z08 #3	
18	188	INTAKE Z09 #1	
19	327	INTAKE Z09 #2	
20	375	INTAKE Z09 #3	
21	257	INTAKE Z10 #1	
22	328	INTAKE Z10 #2	
23	376	INTAKE Z10 #3	
24	258	INTAKE Z11 #1	
25	329	INTAKE Z11 #2	
26	384	INTAKE Z11 #3	
27	259	INTAKE Z12 #1	
28	330	INTAKE Z12 #2	
29	166	INTAKE Z12 #3	
30	260	INTAKE Z13	
31	162	INTAKE Z14	
32	379	INTAKE Z15	
33	261	INTAKE Z16 #1	
34	332	INTAKE Z16 #2	
35	380	INTAKE Z17 #1	
36	262	INTAKE Z17 #2	
37	333	INTAKE Z18 #1	
38	167	INTAKE Z18 #2	
39	334	INTAKE Z19 #1	
40	263	INTAKE Z19 #2	
41	382	INTAKE Z20 #1	
42	264	INTAKE Z20 #2	
43	163	INTAKE Z21 #1	
44	383	INTAKE Z21 #2	
45	252	OPEN AREA FEMALE - 01	
46	320	OPEN AREA FEMALE - 02	
47	321	OPEN AREA FEMALE - 03	
48	409	OPEN AREA FEMALE - 04	
49	323	OPEN AREA FEMALE - 05	
50	322	OPEN AREA FEMALE - 06	
51	249	OPEN AREA MALE - 01	
52	250	OPEN AREA MALE - 02	
53	248	OPEN AREA MALE - 03	
54	251	OPEN AREA MALE - 04	
55	50	OPEN AREA MALE - 05	
56	53	OPEN AREA MALE - 06	
57	325	OPEN AREA MALE - 07	

	A	B	C
58			
59		NORTH TOWER	137
60	136	N T 2ND FL A PH 1	
61	36	N T 2ND FL A PH 2	
62	341	N T 2ND FL A PH 3	
63	139	N T 2ND FL B PH 1	
64	38	N T 2ND FL B PH 2	
65	140	N T 2ND FL B PH 3	
66	373	Cage Phone 2	
67	128	Cage Phone 1	
68	186	N T 2ND FL D WALL	
69	187	N T 2ND FL RC	
70	87	N T 2ND FL E/F PH 1	
71	356	N T 2ND FL E/F PH 2	
72	73	N T 2ND FL E/F PH 3	
73	35	N T 2ND FL G PH 1	
74	24	N T 2ND FL G PH 2	
75	184	N T 3RD FL A PH 1	
76	183	N T 3RD FL A PH 2	
77	112	N T 3RD FL A PH 3	
78	182	N T 3RD FL A PH 4	
79	115	N T 3RD FL A PH 5	
80	113	N T 3RD FL A PH 6	
81	148	N T 3RD FL B PH 1	
82	32	N T 3RD FL B PH 2	
83	27	N T 3RD FL B PH 3	
84	114	N T 3RD FL B PH 4	
85	366	N T 3RD FL B PH 5	
86	152	N T 3RD FL B PH 6	
87	169	N T 3RD FL C PH 1	
88	175	N T 3RD FL C PH 2	
89	121	N T 3RD FL C PH 3	
90	144	N T 3RD FL C PH 4	
91	422	N T 3RD FL C/D COTS PH 1	
92	142	N T 3RD FL C/D COTS PH 2	
93	172	N T 3RD FL D PH 1	
94	180	N T 3RD FL D PH 2	
95	132	N T 3RD FL D PH 3	
96	125	N T 3RD FL D PH 4	
97	52	N T 3RD FL E PH 1	
98	181	N T 3RD FL E PH 2	
99	129	N T 3RD FL E PH 3	
100	173	N T 3RD FL E PH 4	
101	170	N T 3RD FL E/F COTS PH 1	
102	108	N T 3RD FL E/F COTS PH 2	
103	176	N T 3RD FL F PH 1	
104	131	N T 3RD FL F PH 2	
105	177	N T 3RD FL F PH 3	
106	178	N T 3RD FL F PH 4	
107	85	N T 5TH FL A PH 1	
108	363	N T 5TH FL A PH 2	
109	90	N T 5TH FL A PH 3	
110	91	N T 5TH FL A PH 4	
111	97	N T 5TH FL A PH 5	
112	134	N T 5TH FL A PH 6	
113	100	N T 5TH FL B PH 1	
114	43	N T 5TH FL B PH 2	
115	412	N T 5TH FL B PH 3	

	A	B	C
116	360	N T 5TH FL B PH 4	
117	41	N T 5TH FL B PH 5	
118	37	N T 5TH FL B PH 6	
119	78	N T 5TH FL C PH 1	
120	76	N T 5TH FL C PH 2	
121	44	N T 5TH FL C PH 3	
122	414	N T 5TH FL C PH 4	
123	82	N T 5TH FL D PH 1	
124	421	N T 5TH FL D PH 2	
125	135	N T 5TH FL D PH 3	
126	80	N T 5TH FL D PH 4	
127	349	N T 5TH FL E PH 1	
128	17	N T 5TH FL E PH 2	
129	42	N T 5TH FL E PH 3	
130	153	N T 5TH FL E PH 4	
131	28	N T 5TH FL F PH 1	
132	16	N T 5TH FL F PH 2	
133	156	N T 5TH FL F PH 3	
134	426	N T 5TH FL F PH 4	
135	89	N T 7TH FL A PH 1	
136	118	N T 7TH FL A PH 2	
137	83	N T 7TH FL A PH 3	
138	75	N T 7TH FL A PH 4	
139	77	N T 7TH FL A PH 5	
140	154	N T 7TH FL A PH 6	
141	84	N T 7TH FL B PH 1	
142	86	N T 7TH FL B PH 2	
143	365	N T 7TH FL B PH 3	
144	354	N T 7TH FL B PH 4	
145	18	N T 7TH FL B PH 5	
146	34	N T 7TH FL B PH 6	
147	29	N T 7TH FL C PH 1	
148	157	N T 7TH FL C PH 2	
149	30	N T 7TH FL C PH 3	
150	158	N T 7TH FL C PH 4	
151	81	N T 7TH FL C/D COTS PH 1	
152	94	N T 7TH FL C/D COTS PH 2	
153	39	N T 7TH FL D PH 1	
154	160	N T 7TH FL D PH 2	
155	159	N T 7TH FL D PH 3	
156	40	N T 7TH FL D PH 4	
157	427	N T 7TH FL E PH 1	
158	147	N T 7TH FL E PH 2	
159	110	N T 7TH FL E PH 3	
160	21	N T 7TH FL E PH 4	
161	137	N T 7TH FL F PH 1	
162	130	N T 7TH FL F PH 2	
163	98	N T 7TH FL F PH 3	
164	104	N T 7TH FL F PH 4	
165	10	N T 9TH FL A PH 1	
166	122	N T 9TH FL A PH 2	
167	124	N T 9TH FL A PH 3	
168	155	N T 9TH FL A PH 4	
169	2	N T 9TH FL A PH 5	
170	3	N T 9TH FL A PH 6	
171	5	N T 9TH FL B PH 1	
172	7	N T 9TH FL B PH 2	
173	345	N T 9TH FL B PH 3	

	A	B	C
174	9	N T 9TH FL B PH 4	
175	133	N T 9TH FL B PH 5	
176	4	N T 9TH FL B PH 6	
177	46	N T 9TH FL C PH 1	
178	92	N T 9TH FL C PH 2	
179	23	N T 9TH FL C PH 3	
180	123	N T 9TH FL C PH 4	
181	111	N T 9TH FL C/D Enclosure PH 1	
182	171	N T 9TH FL C/D Enclosure PH 2	
183	20	N T 9TH FL D PH 1	
184	168	N T 9TH FL D PH 2	
185	190	N T 9TH FL D PH 3	
186	367	N T 9TH FL D PH 4	
187	189	N T 9TH FL E PH 1	
188	19	N T 9TH FL E PH 2	
189	149	N T 9TH FL E PH 3	
190	150	N T 9TH FL E PH 4	
191	127	N T 9TH FL E/F Enclosure #1	
192	126	N T 9TH FL E/F Enclosure #2	
193	45	N T 9TH FL F PH 1	
194	25	N T 9TH FL F PH 2	
195	151	N T 9TH FL F PH 3	
196	26	N T 9TH FL F PH 4	
197			
198		SOUTH TOWER	153
199	247	Exit Door	
200	397	S T 2ND FL 2C FEMALE RC	
201	33	S T 2ND FL 2C FEMALE WALL	
202	417	S T 2ND FL 2C MALE RC	
203	265	S T 2ND FL 2J PH 1	
204	337	S T 2ND FL 2J PH 2	
205	193	S T 2ND FL 2J PH 3	
206	51	S T 2ND FL 2J PH 4	
207	196	S T 2ND FL 2K PH 1	
208	194	S T 2ND FL 2K PH 2	
209	195	S T 2ND FL 2K PH 3	
210	266	S T 2ND FL 2K PH 4	
211	267	S T 2ND FL 2K PH 5	
212	338	S T 2ND FL 2K PH 6	
213	339	S T 2ND FL 2K PH 7	
214	192	S T 2ND FL 2L PH 1	
215	198	S T 2ND FL 2L PH 2	
216	268	S T 2ND FL 2L PH 3	
217	269	S T 2ND FL 2L PH 4	
218	270	S T 2ND FL 2L PH 5	
219	340	S T 2ND FL 2L PH 6	
220	164	S T 2ND FL 2L PH 7	
221	55	S T 2ND FL 2M PH 1	
222	271	S T 2ND FL 2M PH 2	
223	342	S T 2ND FL 2M PH 3	
224	70	S T 2ND FL 2M PH 4	
225	343	S T 2ND FL 2N PH 1	
226	344	S T 2ND FL 2N PH 2	
227	8	S T 2ND FL 2N PH 3	
228	200	S T 2ND FL 2N PH 4	
229	201	S T 2ND FL 2N PH 5	
230	272	S T 2ND FL 2N PH 6	
231	197	S T 2ND FL 2N PH 7	

	A	B	C
232	202	S T 2ND FL 2P PH 1	
233	203	S T 2ND FL 2P PH 2	
234	204	S T 2ND FL 2P PH 3	
235	274	S T 2ND FL 2P PH 4	
236	275	S T 2ND FL 2P PH 5	
237	346	S T 2ND FL 2P PH 6	
238	347	S T 2ND FL 2P PH 7	
239	54	S T 3ND FL 3K PH 1	
240	206	S T 3ND FL 3K PH 2	
241	276	S T 3ND FL 3K PH 3	
242	277	S T 3ND FL 3K PH 4	
243	278	S T 3RD FL 3K PH 5	
244	348	S T 3RD FL 3K PH 6	
245	74	S T 3RD FL 3K PH 7	
246	350	S T 3RD FL 3L PH1	
247	207	S T 3RD FL 3L PH 2	
248	208	S T 3RD FL 3L PH 3	
249	209	S T 3RD FL 3L PH 4	
250	379	S T 3RD FL 3L PH 5	
251	280	S T 3RD FL 3L PH 6	
252	351	S T 3RD FL 3L PH 7	
253	210	S T 3RD FL 3N PH 1	
254	211	S T 3RD FL 3N PH 2	
255	281	S T 3RD FL 3N PH 3	
256	282	S T 3RD FL 3N PH 4	
257	352	S T 3RD FL 3N PH 5	
258	353	S T 3RD FL 3N PH 6	
259	88	S T 3RD FL 3N PH 7	
260	212	S T 3RD FL 3P PH 1	
261	213	S T 3RD FL 3P PH 2	
262	283	S T 3RD FL 3P PH 3	
263	284	S T 3RD FL 3P PH 4	
264	285	S T 3RD FL 3P PH 5	
265	355	S T 3RD FL 3P PH 6	
266	99	S T 3RD FL 3P PH 7	
267	286	S T 4TH FL 4J PH 1	
268	357	S T 4TH FL 4J PH 2	
269	214	S T 4TH FL 4J PH 3	
270	69	S T 4TH FL 4J PH 4	
271	358	S T 4TH FL 4K PH 1	
272	215	S T 4TH FL 4K PH 2	
273	216	S T 4TH FL 4K PH 3	
274	287	S T 4TH FL 4K PH 4	
275	288	S T 4TH FL 4K PH 5	
276	359	S T 4TH FL 4K PH 6	
277	101	S T 4TH FL 4K PH 7	
278	217	S T 4TH FL 4L PH 1	
279	218	S T 4TH FL 4L PH 2	
280	289	S T 4TH FL 4L PH 3	
281	290	S T 4TH FL 4L PH 4	
282	324	S T 4TH FL 4L PH 5	
283	102	S T 4TH FL 4L PH 6	
284	411	S T 4TH FL 4L PH 7	
285	291	S T 4TH FL 4M PH 1	
286	410	S T 4TH FL 4M PH 2	
287	219	S T 4TH FL 4M PH 3	
288	220	S T 4TH FL 4N PH 1	
289	221	S T 4TH FL 4N PH 2	

	A	B	C
290	292	S T 4TH FL 4N PH 3	
291	293	S T 4TH FL 4N PH 4	
292	294	S T 4TH FL 4N PH 5	
293	413	S T 4TH FL 4N PH 6	
294	103	S T 4TH FL 4N PH 7	
295	222	S T 4TH FL 4P PH 1	
296	223	S T 4TH FL 4P PH 2	
297	295	S T 4TH FL 4P PH 3	
298	296	S T 4TH FL 4P PH 4	
299	415	S T 4TH FL 4P PH 5	
300	416	S T 4TH FL 4P PH 6	
301	224	S T 4TH FL 4P PH 7	
302	231	S T 5TH FL 5K PH 1	
303	232	S T 5TH FL 5K PH 2	
304	233	S T 5TH FL 5K PH 3	
305	303	S T 5TH FL 5K PH 4	
306	304	S T 5TH FL 5K PH 5	
307	423	S T 5TH FL 5K PH 6	
308	424	S T 5TH FL 5K PH 7	
309	425	S T 5TH FL 5L PH 1	
310	234	S T 5TH FL 5L PH 2	
311	235	S T 5TH FL 5L PH 3	
312	236	S T 5TH FL 5L PH 4	
313	305	S T 5TH FL 5L PH 5	
314	306	S T 5TH FL 5L PH 6	
315	107	S T 5TH FL 5L PH 7	
316	109	S T 5TH FL 5N PH 1	
317	237	S T 5TH FL 5N PH 2	
318	238	S T 5TH FL 5N PH 3	
319	307	S T 5TH FL 5N PH 4	
320	308	S T 5TH FL 5N PH 5	
321	428	S T 5TH FL 5N PH 6	
322	429	S T 5TH FL 5N PH 7	
323	430	S T 5TH FL 5P PH 1	
324	239	S T 5TH FL 5P PH 2	
325	240	S T 5TH FL 5P PH 3	
326	241	S T 5TH FL 5P PH 4	
327	309	S T 5TH FL 5P PH 5	
328	310	S T 5TH FL 5P PH 6	
329	431	S T 5TH FL 5P PH 7	
330	432	S T 6TH FL 6J PH 1	
331	242	S T 6TH FL 6J PH 2	
332	311	S T 6TH FL 6J PH 3	
333	67	S T 6TH FL 6J PH 4	
334	361	S T 6TH FL 6M PH 2	
335	243	S T 6TH FL 6M PH 3	
336	66	S T 6TH FL 6M PH 4	
337	312	S T 6TH FL 6M PH 1	
338	313	S T 6TH FL 6N PH 1	
339	314	S T 6TH FL 6N PH 2	
340	315	S T 6TH FL 6N PH 3	
341	362	S T 6TH FL 6N PH 4	
342	116	S T 6TH FL 6N PH 5	
343	244	S T 6TH FL 6N PH 6	
344	245	S T 6TH FL 6N PH 7	
345	316	S T 6TH FL 6P PH 1	
346	317	S T 6TH FL 6P PH 2	
347	318	S T 6TH FL 6P PH 3	

	A	B	C
348	364	S T 6TH FL 6P PH 4	
349	120	S T 6TH FL 6P PH 5	
350	13	S T 6TH FL 6P PH 6	
351	246	S T 6TH FL 6P PH 7	
352			
353		TRANSFER RELEASE	17
354	68	TR - 01	
355	226	TR - 02	
356	227	TR - 03	
357	228	TR - 04	
358	229	TR - 05	
359	230	TR - 07	
360	297	TR - 08	
361	299	TR - 09	
362	300	TR - 10	
363	301	TR - 11	
364	302	TR - 12	
365	418	TR - 13	
366	106	TR - 14	
367	419	TR - 15	
368	105	TR - 16	
369	420	TR - 17	
370	49	TR Courtesy	
371			
372		NVC	95
373	96	NVC 1A PH 1	
374	2	NVC 1A PH 2	
375	85	NVC 1A PH 3	
376	86	NVC 1A PH 4	
377	76	NVC 1A PH 5	
378	87	NVC 1A PH 6	
379	34	NVC 1B PH 1	
380	88	NVC 1B PH 2	
381	36	NVC 1B PH 3	
382	37	NVC 1B PH 4	
383	38	NVC 1B PH 5	
384	39	NVC 1B PH 6	
385	80	NVC 1D PH 1	
386	82	NVC 1D PH 2	
387	81	NVC 1D PH 3	
388	84	NVC 1D PH 4	
389	83	NVC 1D PH 5	
390	4	NVC 1D PH 6	
391	77	NVC 1E PH 3	
392	78	NVC 1E PH 2	
393	79	NVC 1E PH 1	
394	74	NVC 1E PH 4	
395	75	NVC 1E PH 5	
396	28	NVC 1E PH 6	
397	8	NVC 1F PH 1	
398	9	NVC 1F PH 2	
399	10	NVC 1F PH 3	
400	11	NVC 1F PH 4	
401	12	NVC 1F PH 5	
402	13	NVC 1F PH 6	
403	19	NVC 1G PH 1	
404	32	NVC 1G PH 2	
405	31	NVC 1G PH 3	

	A	B	C
406	30	NVC 1G PH 4	
407	29	NVC 1G PH 5	
408	23	NVC 1G PH 6	
409	27	NVC 1H PH 1	
410	91	NVC 1H PH 2	
411	25	NVC 1H PH 3 RM 1	
412	26	NVC 1H PH 4 RM 2	
413	7	NVC 1H PH 5 RM 3	
414	35	NVC 1H PH 6 RM 4	
415	47	NVC 1J PH 1	
416	21	NVC 1J PH 2	
417	90	NVC 1J PH 3 RM 1	
418	33	NVC 1J PH 4 RM 2	
419	65	NVC 1J PH 5 RM 3	
420	73	NVC 1J PH 6 RM 4	
421	60	NVC 2A PH 1	
422	59	NVC 2A PH 2	
423	6	NVC 2A PH 3	
424	63	NVC 2A PH 4	
425	51	NVC 2A PH 5	
426	64	NVC 2A PH 6	
427	95	NVC 2B PH 1	
428	94	NVC 2B PH 2	
429	93	NVC 2B PH 3	
430	92	NVC 2B PH 4	
431	56	NVC 2B PH 5	
432	53	NVC 2B PH 6	
433	69	NVC 2D PH 1	
434	68	NVC 2D PH 2	
435	67	NVC 2D PH 3	
436	66	NVC 2D PH 4	
437	14	NVC 2D PH 5	
438	54	NVC 2D PH 6	
439	58	NVC 2E PH 1	
440	57	NVC 2E PH 2	
441	3	NVC 2E PH 3	
442	71	NVC 2E PH 4	
443	72	NVC 2E PH 5	
444	70	NVC 2E PH 6	
445	16	NVC 2F PH 1	
446	50	NVC 2F PH 2	
447	52	NVC 2F PH 3	
448	61	NVC 2F PH 4	
449	62	NVC 2F PH 5	
450	20	NVC 2F PH 6	
451	22	NVC 2G PH 1	
452	42	NVC 2G PH 2	
453	48	NVC 2G PH 3	
454	24	NVC 2G PH 4	
455	49	NVC 2G PH 5	
456	89	NVC 2G PH 6	
457	5	NVC 2H PH 1	
458	15	NVC 2H PH 2	
459	55	NVC 2H PH 3 RM 1	
460	18	NVC 2H PH 4 RM 3	
461	1	NVC 2H PH 5 RM 4	
462	43	NVC 2J PH 1	
463	44	NVC 2J PH 2	

	A	B	C
464	45	NVC 2J PH 3	
465	46	NVC 2J PH 4	
466	17	NVC 2J PH 5	
467	40	NVC 2J PH 6	
468		Total in all Facilities	452
469			
470			

EXHIBIT E

Phone #	Contact	Name	TR Pair	Jack ID	Chase/Closet
		North Tower			
702-868-4118		2A PD Phone	539	I137XX	TR1.3
702-868-5662		2B PD Phone	542		TR1.3
702-868-5537	call post 10	2D PD Phone	315		
702-865-5582		2 E/F PD Phone	1636	IC4203	TR12.4
702-868-4008		2G PD Phone	543		TR1.3
702-868-5657		3A PD Phone	550	I13774	TR1.3
702-868-5716		3B PD Phone	552		TR1.3
702-868-5714	V V	3C PD Phone	551	IC4121	TR12.4
702-868-5721	V V	3D PD Phone	555	IC4125	TR12.4
702-868-5624	V V	3E PD Phone	1635	IC4202	TR12.4
702-868-5550	V V	3F PD Phone	1628	IC4195	TR12.4
702-868-5703		5A PD Phone	598	I13767	TR1.3
702-868-5704		5B PD Phone	559		TR1.3
702-868-5686		5C PD Phone	562	IC4132	TR12.4
702-868-5718		5D PD Phone	566	IC4136	TR12.4
702-868-4179		5E PD Phone	327	I14602	TR1.4
702-868-5987		5F PD Phone	1619	IC4187	TR12.4
702-868-4013		7A PD Phone	585	I13760	TR1.3
702-868-5688		7B PD Phone	566		TR1.3
702-868-4064	V V	7C PD Phone	570	IC4140	TR12.4
702-868-5658	V V	7D PD Phone	574	IC4144	TR1.3
702-868-5669		7E PD Phone	1618	IC4186	TR12.4
702-868-5671		7F PD Phone	1611	IC4179	TR12.4
702-868-5674		9A PD Phone	584	I13753	TR1.3
702-868-5717		9B PD Phone	573		TR1.3
702-868-4183	V V	9C PD Phone	576	IC4145	TR12.4
702-868-5701	V V	9D PD Phone	583	IC4152	TR1.3
702-868-4283	V V	9E PD Phone	1610	IC4178	TR12.4
702-868-5664	V V	9F PD Phone	1603	IC4171	TR12.4
		South Tower			
702-471-0506	V V	2J PD Phone	1003		T21
702-471-0502		2K PD Phone	1032		T21
702-471-0501		2L PD Phone	1204		T22
702-471-0507	V V	2M PD Phone	1226		T22
702-471-0508		2N PD Phone	1223		TR-22
702-471-0509		2P PD Phone	1031		
702-471-0512		3K PD Phone	1306		T-31
702-471-0513		3L PD Phone	1405		T-32
702-471-0514		3N PD Phone	1404		T-32
702-471-0515		3P PD Phone	1311		T-31
702-471-0516	V V	4J PD Phone	1508		TR-41
702-671-0517		4K PD Phone	1509		T-41
702-471-0518		4L PD Phone	1620		T-42
702-471-0523	V V	4M PD Phone	1605		T-42
702-471-0521		4N PD Phone	1625		T-42

702-471-0519		4P PD Phone	1512		T-41
702-471-0520		5K PD Phone	1720		T-51
702-471-0522		5L PD Phone	1804		T-52
702-471-0525		5N PD Phone	1819		T-52
702-471-0526		5P PD Phone	1711		T-51
702-471-0527	V V	6J PD Phone	1901		T-61
702-471-0528	V V	6M PD Phone	2013		T-62
702-471-0529		6N PD Phone	2008		T-62
702-471-0530		6P PD Phone	1903		T-61
		North Valley			
702-643-6004		1A PD Phone			2ND FL telco room
702-643-4783		1B PD Phone			2ND FL telco room
702-643-5240		1D PD Phone			2ND FL telco room
702-643-2251		1E PD Phone			2ND FL telco room
702-643-3033		1F PD Phone			2ND FL telco room
702-643-7045		1G PD Phone			2ND FL telco room
702-643-5188		1H PD Phone			2ND FL telco room
702-643-5201		1J PD Phone			2ND FL telco room
702-643-4777		2A PD Phone			2ND FL telco room
702-643-4722		2B PD Phone			2ND FL telco room
702-643-4718		2D PD Phone			2ND FL telco room
702-643-4528		2E PD Phone			2ND FL telco room
702-643-7107		2F PD Phone			2ND FL telco room
702-643-4435		2G PD Phone			2ND FL telco room
702-643-4446		2H PD Phone			2ND FL telco room
702-643-4517		2J PD Phone			2ND FL telco room



AGENDA SYNOPSIS

TITLE: C606989-24/Inmate Communications		PR NO: N/A
AGENDA TYPE: Joinder Use		
ACTION/PURPOSE: Award		
FISCAL IMPACT: Revenue \$6,824,880		
<input type="checkbox"/> FIXED AMOUNT	<input type="checkbox"/> ANNUAL ESTIMATE	<input type="checkbox"/> NOT AT THIS TIME
CONTRACT TERM: 01/01/2023 – 12/31/2025	RENEWAL OPTIONS: 3, one year options	

ISSUES:

CCDC's current contract for inmate communications is due to expire June 30, 2024. This is a revenue contract with zero cost to the County.

RESOLUTION:

CCDC would like to utilize a NASPO contract with State of Nevada and use the vendor Global Tel* Link Corporation d/b/a ViaPath Technologies. A Joinder is being executed due to a few exceptions from the original response from the vendor to the NASPO RFP. CCDC would like to use this vendor, as their detention facilities (CCDC, N Valley Complex, and Tucker Holding) already use this same vendor for Video Visitation, Intake of Inmate Funds and Debit Card Releases. This will afford the staff the ability to monitor multiple platforms to gather valuable intelligence data, as well as provide the inmates with one system to use.

CONTRACT TOTALS:

Total minimum revenue of the contract is estimated at \$6,824,880.

STAFF RECOMMENDATIONS: Approve	
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Business License Detail Information

License Number:	2001078.VEN-101
MJBL Number:	
Business:	ViaPath Technologies 300 3120 Fairview Park Dr Falls Church, VA 22042
Business Telephone:	(251) 338-8875
License Category:	Procurement Vendor Registration
Status:	Licensed
Date of License:	02/07/2024
Out of Business Date:	
Business Owner(s)	
Global Tel*Link Corporation	

Return to Previous Page
Return to Business License Database Search Options

STATE OF NEVADA COOPERATIVE CONTRACT

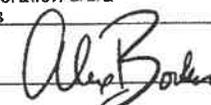
Nevada Contract Number:	99SWC-NV23-15537		
Master Agreement Number:	99SWC-NV22-13385		
Solicitation Number:	99SWC-S1154		
Title:	Inmate Communications		

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:	Douglas Farmer, Account Executive		
Phone:	540-935-6605	Email:	douglas.farmer@gtl.net

1. **SCOPE.** This purpose of this contract is to provide Inmate Communications – Category 2 – Inmate Kiosks and Tablets and Category 3 – Inmate Phones.
2. **TERM.** Effective Date: 01/01/2023 Termination Date: 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. STATEWIDE CONTRACT TERMS
 - B. INCORPORATED VIAPATH TERMS AND CONDITIONS
 - 3.2. The following documents are incorporated by reference but not attached.
 - A. NASPO CONTRACT PO-99SWC-NV22-13385
 - B. 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
Signature: 	Signature: 
Name: Gideon Davis	Name: Alexandra Booker
Title: Administrator	Title: Contracts Manager
Date: 9/11/23	Date: September 8, 2023

State of Nevada -- Statewide Contract Terms

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 NVQtllyReport@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 NVQtllyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 2.5.3 Data Elements
 - 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

State of Nevada – Statewide Contract Terms

- 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 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 *Participation* 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 *Participation* 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 *Participation* will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in *Participation* 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.
- 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.

State of Nevada – Statewide Contract Terms

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

Modifications and Additions to the NASPO Master Agreement #: 99SWC-NV22-13385

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the State of Nevada (the "State" or "Participating Entity") and Global Tel*Link Corporation d/b/a ViaPath Technologies ("ViaPath" or "Contractor"), subject to the following limitations, modifications, and additions:

1. **Title.** Except as specifically indicated in a Service Schedule, title to all equipment provided under this Participating Addendum ("Equipment") shall be and shall at all times remain with the Contractor. Except as specifically indicated in a Service Schedule, all software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Participating Addendum is being provided on a term license only, as long as this Participating Addendum is in effect, and shall not constitute a sale of that IP. Nothing in this Participating Addendum or through Contractor's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Contractor and its licensors.

During the term of this Participating Addendum, Contractor grants the State a non-exclusive, non-transferable, license to use the IP solely for accessing the Services supplied by Contractor in the manner contemplated by this Participating Addendum. The State shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

2. **Relocation of Equipment.** Reserved.

3. **Further Assurances.** During the Term of this Participating Addendum, including any Renewal Term(s) and extensions, the State agrees:

(a) 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 not allow any third party to, tamper with or otherwise modify the Services or equipment supplied by Contractor under this Participating Addendum or associated software, or connect the equipment or Services or associated software to any hardware or software that is not provided by Contractor.

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

(c) 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. The foregoing is subject to facility safety policies and procedures, including required forms to be completed by Contractor as applicable.

(d) **Exclusivity.** Reserved.

4. Confidentiality. The State shall keep confidential any information it learns about Contractor's business or operations that is subject to NRS 333.333. The State may make disclosures as required by law, however before any disclosure, the State will use best efforts to promptly notify the Contractor of the requirement (where such advance disclosure is not otherwise prohibited) and allows the Contractor the opportunity to oppose the disclosure.

5. Data Exchange. Reserved.

6. Indemnification and Limitation of Liability. The Contractor shall not be liable for interruption of telephone or other communication services arising from any cause.

(a) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE PARTICIPATING ADDENDUM, THE SERVICES SUPPLIED UNDER THIS PARTICIPATING ADDENDUM ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PARTICIPATING ADDENDUM AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, LACK OF VIRUSES, AND ANY WARRANTY REGARDING THE SECURITY OR RELIABILITY OF EQUIPMENT OR SERVICES. CONTRACTOR DOES NOT WARRANT THAT SERVICES SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL ERRORS MAY BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE SERVICES, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, WHETHER FORESEEN OR UNFORESEEN, ARISING OUT OF THE USE OF EQUIPMENT, PRODUCTS, ACCESSORIES OR SERVICES SUPPLIED UNDER THIS PARTICIPATING ADDENDUM. THE STATE IS SOLELY RESPONSIBLE FOR KEEPING TELEPHONE AND HEADSET CORDS AWAY FROM THOSE WHO PRESENT A RISK TO THEMSELVES OR OTHERS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE, AND ARE NOT INTENDED TO REDUCE REQUIREMENTS WITH RESPECT TO INSURANCE.

(b) **Monitoring and Recording.** The State agrees that Contractor has no responsibility to advise the State with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities supplied to the State by Contractor under the Participating Addendum, or compliance therewith. The 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 Participating Addendum. Contractor disclaims any responsibility to provide, and in fact has not provided, the State any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. The State shall be solely responsible for any liability, costs and expenses relating to any claims made against Contractor arising out of failure of the State (or the Contractor at the direction of the State) to comply with such law, regulation or guideline. The State acknowledges that all communication detail records ("DRs") and recordings contained in the Equipment Contractor provides to the State under this Participating Addendum are the exclusive property of the State for the term of this Participating Addendum and any resulting extensions of this Participating Addendum; 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 Participating Addendum, and for other lawful business purposes.

7. 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.

8. Default. In the event any Party shall be in breach or default of any material terms, conditions, or covenants of this Participating Addendum and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to the breaching Party, then in addition to all other rights and remedies of law or equity or otherwise, the offended Party shall have the right to cancel this Participating Addendum without liability.

9. Assignment. This Participating Addendum shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of the State. Neither Party shall assign any right and/or obligation under this Participating Addendum without the other Party's prior written consent, 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 Participating Addendum 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, 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 Participating Addendum.

10. Solicitation. The State acknowledges that no officer or employee of the Contractor has been employed, induced, or directed by the State to solicit or secure this Participating Addendum with the Contractor upon Participating Addendum, offer, understanding, or implication involving any form of remuneration whatsoever. The State agrees, in the event of an allegation of substance (the determination of which shall be solely made by the Contractor) that there has been a violation hereof, the State shall cooperate in every reasonable manner with the Contractor in establishing whether the allegation is true. Notwithstanding any provisions of this Participating Addendum to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Contractor, the Contractor may terminate this Participating Addendum.

11. Equipment Collection. The State shall allow the Contractor a reasonable opportunity to collect and remove Contractor Equipment from the State facilities.

12. Amendment. No course of dealing between the Parties, their employees, agents or representatives, shall vary any of the terms hereof. This Participating Addendum may be modified, amended, or supplemented only by a written agreement executed by the Parties.

13. Severability. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Participating Addendum. If any provision of this Participating Addendum is found to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. 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 the Participating Addendum shall entitle Contractor to, at its option, renegotiate or terminate the Participating Addendum.

15. 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 additional terms and conditions apply to the order (including, but not limited to, agreeing that installed Equipment, which shall not otherwise be disconnected or moved by the State from the location to which it is installed, may be relocated through such agreement).

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.