

EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)

VSPW-Valley State Prison for Women Property Boundaries



Real Property Number 10103 – **VALLEY STATE PRISON FOR WOMEN**

<u>Label No.</u>	<u>Assessor Parcel No.</u>
1	030-211-003
2	030-211-002

EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)

VSPW-Valley State Prison for Women Coverage Areas



EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)

DVI-Deuel Vocational Institution Property Boundaries



Real Property Number 38 – **DEUEL VOCATIONAL INSTITUTION**

Label No. Assessor Parcel No.

1 239-120-01

EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)

DVI-Deuel Vocational Institution Coverage Areas



EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)

CCWF-Central California Women's Facility Property Boundaries



Real Property Number 9475 – **CENTRAL CALIFORNIA WOMEN'S FACILITY**

Label No. Assessor Parcel No.

1 030-260-001

EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)

CCWF-Central California Women's Facility Coverage Areas

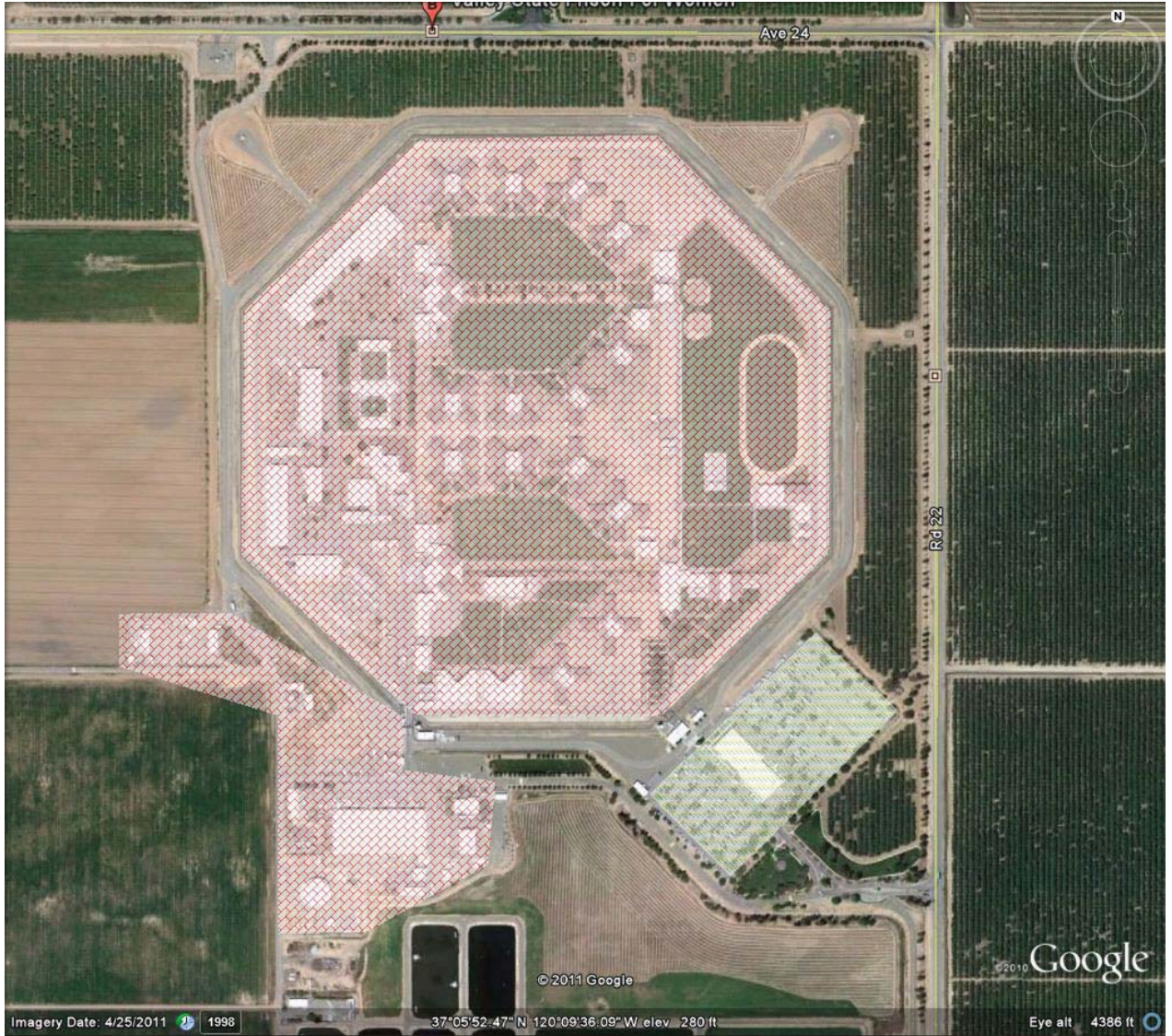


EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)

PBSP-Pelican Bay State Prison Property Boundaries



Real Property Number 37 – PELICAN BAY STATE PRISON

<u>Label No.</u>	<u>Assessor Parcel No.</u>
1	105-260-05
2	105-042-64A
3	105-042-63A

EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)

PBSP-Pelican Bay State Prison Coverage_Areas



EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)

OHCYCF-OH Close Youth Property Boundaries
(DELETED)

EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)

OHCYCF-OH Close Youth Coverage Areas
(DELETED)

EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)
NACYCF-N.A. Chanderjian Youth Property Boundaries
(DELETED)

EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)

NACYCF-N.A. Chanderjian Youth Coverage Areas
(DELETED)

EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)

VYCF-Ventura Youth Property Boundaries
(DELETED)

EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)

VYCF-Ventura Youth Coverage Areas
(DELETED)

EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)
SYCRCC-Southern California Youth Boundaries
(DELETED)

EXHIBIT 6-T MAS COVERAGE BY FACILITY (CONTINUED)
SYCRCC-Southern California Youth Coverage Areas
(DELETED)

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.
- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
 - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
 - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
 - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - e) **"Buyer"** means the State's authorized contracting official.
 - f) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - g) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - h) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
 - i) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - j) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
 - k) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.
 - l) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
 - m) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
 - n) **"Documentation"** means nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.
 - o) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
 - p) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
 - q) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
 - r) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
 - s) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
 - t) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
 - u) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
 - v) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
 - w) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
 - x) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
 - y) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
 - z) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
 - aa) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.
 - bb) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- cc) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- dd) **"Performance Testing Period"** means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Site License"** means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.
- ll) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- mm) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- nn) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- oo) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- pp) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
- 2. CONTRACT FORMATION:**
- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.
- 3. COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
- 4. SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
- 5. INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
- 6. APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
- 7. COMPLIANCE WITH STATUTES AND REGULATIONS:**
- a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- 8. CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
- a) The State will notify Contractor of any such claim in writing and tender the defense hereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- 9. ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
- 10. WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
- 11. ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
- a) these General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
 - b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
 - c) Information Technology Special Provisions;
 - d) Statement of Work, including any specifications incorporated by reference herein; and
 - e) all other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified b:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
 - b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
 - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
 - c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 15. SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 16. INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
- a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
 - b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
 - c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d) All Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.

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- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- 17. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
- 18. WARRANTY:**
- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.
- c) Unless otherwise specified in the Statement of Work:
- (i) Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
- (ii) Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
- (iii) Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
- (i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
- (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 19. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
- 20. INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.
- 21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
- 22. TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director

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Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subContracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
- (i) The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- d) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a shorter period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs

third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.

- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
 - (i) completed Deliverables,
 - (ii) partially completed Deliverables, and,
 - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined by a final ruling in accordance with the Disputes Clause that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

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- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
- 26. LIMITATION OF LIABILITY:**
- a) Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to two times the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to-costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

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- 35. NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
- 36. DOCUMENTATION:**
- a) The Contractor agrees to provide to the State, at no charge, a number of all nonproprietary manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
 - b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.
- 37. RIGHTS IN WORK PRODUCT:**
- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
 - b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.
 - c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
 - d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.
- 38. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:**
- a) State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act
 - b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
 - c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.
- 39. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 39a). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.
- Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 39a) will be conditional upon the following:
- i) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

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- c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- d) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- (i) The combination or utilization of Deliverables furnished hereunder with Equipment or devices not made or furnished by the Contractor; or,
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - (iii) The modification by the State of the Equipment furnished hereunder or of the Software; or
 - (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.
- 40. EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting Documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
- 41. DISPUTES:**
- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
 - b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
 - c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- 42. STOP WORK:**
- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - (i) Cancel the Stop Work Order; or
 - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
 - b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
 - c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
 - d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

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43. FOLLOW-ON CONTRACTS:

- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
 - (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
 - (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

44. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

45. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the

Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided bylaw or in equity.

46. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

47. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

48. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - (i) the assignee has not been injured thereby, or
 - (ii) the assignee declines to file a court action for the cause of action.

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- 49. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
 - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 50. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 51. SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 52. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 53. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 54. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- 55. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 56. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 57. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.
- 58. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.
- 59. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 60. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b)).

**STATE MODEL
INFORMATION TECHNOLOGY
PURCHASE SPECIAL PROVISIONS**

**TO BE USED WITH THE GENERAL PROVISIONS – IT. DEVELOP AND
INCLUDE A STATEMENT OF WORK**

1 Liquidated Damages

a. General

In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.

b. Timing of Delivery

- i) Contractor will be liable for any liquidated damages for late performance (including late delivery) specified in the Statement of Work if Contractor fails to provide any subject service or deliver any subject Deliverable, ready for use in substantial conformance with its specifications, on or before the Delivery Dates in the Statement of Work. Unless otherwise specified in the Statement of Work: (A) such liquidated damages will stand in lieu of all other damages for such late performance or nonperformance; and (B) if the Contractor fails to provide a software Deliverable listed in the Statement of Work by the specified Delivery Date, but provides suitable substitution of software acceptable to the State, liquidated damages shall not apply to the listed software Deliverable.
- ii) The State will pay additional monetary compensation for early performance to the extent specifically called for in the Statement of Work.

2 Title to Equipment

Unless otherwise specified in the Statement of Work, title to the Equipment shall remain in the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

**STATE MODEL
INFORMATION TECHNOLOGY
PURCHASE SPECIAL PROVISIONS**

3 Price Decline (Applicable to Third Party Contractors)

Prices quoted shall be the maximum for the contract period subject to any price escalation provisions reflected in the Statement of Work. However, should a price decline be announced by the manufacturer after contract award, but prior to a third party contractor taking title to the Equipment, and should the third party contractor be the recipient of this manufacturer's price decline, it shall be passed on in total to the State by the third party contractor. Any interest, finance, or other charges based on the contract price will be recomputed using the original bid rates and the differences will also be passed to the State in total.

4 Price Decline (Applicable to Manufacturers)

Prices quoted shall be the maximum for the contract period subject to any price escalation provisions reflected in the Statement of Work. However, should a price decline be announced by the manufacturer after contract award, but prior to the State taking title to the Equipment, it shall be passed on in total to the State by the manufacturer. Any interest, finance, or other charges based on the contract price will be recomputed using the original bid rates and the differences will also be passed to the State in total.

**STATE MODEL
INFORMATION TECHNOLOGY
MAINTENANCE SPECIAL PROVISIONS**

**TO BE USED WITH THE GENERAL PROVISIONS – IT. DEVELOP AND
INCLUDE A STATEMENT OF WORK.**

The following terms and conditions are superseded and replaced by any alternate or inconsistent terms and conditions in the Statement of Work.

1 Maintenance of Equipment

The Contractor is responsible under this Contract to maintain the Equipment identified in the Statement of Work. The Contractor shall keep the Equipment in good operating condition and shall always be responsive to the maintenance requirements of the State. Equipment maintenance shall be provided in accordance with this Contract, with the maintenance charges, Period of Maintenance Coverage, locations, etc. listed in the Statement of Work.

2 Exclusions

a. Maintenance service does not include:

- 1) Electrical work external to the Machines or maintenance of accessories, alterations, Attachments, or other devices not listed in the Statement of Work.
- 2) Repair of damage or increase in service time caused by: accident; disaster, which shall include, but not be limited to, fire, flood, water, wind, and lightning; transportation; neglect, misuse, fault or negligence of the State; and alterations, which shall include, but not be limited to, any deviation from Contractor's physical, mechanical, or electrical Machine design, and Attachments.
- 3) Repair of damage or increase in service time resulting from failure to provide a suitable installation environment with all facilities prescribed by the appropriate Contractor Installation Manual–Physical Planning (including, but not limited to, failure of, or failure to provide adequate electrical power, air conditioning or humidity control).
- 4) Repair of damage or increase in service time attributable to the use of the Machines for other than the data processing purpose for which it was acquired.
- 5) Furnishing platens, supplies or accessories; painting or refinishing the Machines or furnishing material therefore; inspecting Machines altered by other than Contractor; making specification changes or performing services connected with the relocation of Machines; or adding or removing accessories, Attachments or other devices.
- 6) Such service which is impractical for Contractor to render because of alterations or connection by mechanical or electrical means to another Machine.
- 7) Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by the use of supplies or materials not meeting Contractor's specifications for such supplies or materials.
- 8) Repair of damage or increase in service time caused by conversion from one Contractor model to another or the installation or removal of a Contractor feature whenever any of the foregoing was performed by other than the Contractor.

**STATE MODEL
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MAINTENANCE SPECIAL PROVISIONS**

- 9) Repair or maintenance by Contractor that is required to restore Equipment to proper operating condition after any person other than Contractor's employee had performed maintenance or otherwise repaired an item of Equipment.
- b. The Contractor may be required to perform repair or maintenance on excluded items in paragraph a, above. An additional charge for such repair or maintenance shall be at the established Contract rates in the Statement of Work, or if not stated, be at Contractor's applicable time and material rates and terms then in effect. The procedures for authorization of such maintenance may be the same as those for Remedial Maintenance outside of the Principle Period of Maintenance.

3 Responsibilities of the Contractor

- a. This maintenance service includes the following and may be further described in the Statement of Work:
 - 1) Scheduled Preventive Maintenance based upon the specific needs of the individual Machines as determined by manufacturer.
 - 2) Unscheduled, on-call Remedial Maintenance. Such maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by the Contractor.
- b. Maintenance parts will be furnished by Contractor and will be new or equivalent to new in performance when used in these Machines. Replaced maintenance parts become the property of the Contractor.
- c. Preventive maintenance shall be performed on a schedule which is mutually acceptable to the State and the Contractor, which is consistent with the State's operating requirements, and which is based upon the specific needs of the Equipment as determined by the manufacturer. Such schedules shall be in writing and shall specify the frequency and duration of Preventive Maintenance for the Equipment in the Statement of Work.
- d. Remedial Maintenance shall be commenced promptly after notification by an authorized State representative that Equipment and/or Software is inoperative.

4 Responsibilities of the State

- a. The State shall provide an appropriate operating environment, including temperature, humidity, and electrical power, in accordance with the environmental requirements contained in the Contractor's published specifications for the Equipment listed on the Statement of Work.
- b. Unless mutually agreed to by the Contractor and the State, State personnel will not perform maintenance or attempt repairs to the Equipment while such Equipment is governed by the terms of this Contract.
- c. Subject to the State's security regulations, the Contractor shall have full and free access to the Machines to provide service thereon.

5 Maintenance Coverage

- a. Period of Maintenance Coverage:

**STATE MODEL
INFORMATION TECHNOLOGY
MAINTENANCE SPECIAL PROVISIONS**

- 1) The State may select a period or periods of maintenance coverage, as stated in the Statement of Work, in accordance with the following:
 - (a) A minimum monthly maintenance charge entitles the State to maintenance coverage during the Principal Period of Maintenance.
 - (b) The State may select in lieu of the hours available for the minimum monthly maintenance charge, one or more of the optional periods of maintenance coverage for an additional charge as shown in the Statement of Work
- 2) The hours of maintenance coverage for a Machine on Monday through Friday shall be the same each day; and the hours on Saturday and Sunday shall be the same hours on all Saturdays or Sundays. All Machines covered under this Contract must have a simultaneous span of time within the selected periods of maintenance coverage, at least equal to the shortest period offered for any Machine in the System.
- 3) The State may change its selected Period of Maintenance Coverage by giving Contractor fifteen (15) days prior written notice.

b. Preventive Maintenance (scheduled)

Preventive maintenance can either be performed within or outside of the Principal Period of Maintenance (PPM). An additional charge may be made for Preventive Maintenance to be performed outside of the PPM, as set forth in the Statement of Work. No additional charge shall be made for Preventive Maintenance that is to be performed within the PPM.

c. Remedial Maintenance (unscheduled)

- 1) Remedial Maintenance shall be performed after notification by authorized State personnel that the Equipment is malfunctioning.
- 2) The Contractor shall provide the State with a designated point of contact and will initiate the Remedial Maintenance.
- 3) There shall be no additional maintenance charges for:
 - (a) Remedial Maintenance during the Period of Maintenance Coverage unless the Remedial Maintenance is due to the fault or negligence of the State.
 - (b) Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has been commenced.
 - (c) Remedial Maintenance required because the scheduled Preventive Maintenance preceding the malfunction had not been performed, unless the State had failed to provide access to the Equipment.
 - (d) For time of delay beyond the PPM, Contractor shall continue to perform maintenance for the same amount of time outside the covered period without additional charge to the State.
 - (e) The first hour of work performed when Remedial Maintenance service is requested during the covered Period of Maintenance and the actual work is begun outside such period.

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MAINTENANCE SPECIAL PROVISIONS**

6 Maintenance Charges

- a. The monthly maintenance charges described include all maintenance costs, and the State will pay no additional charges unless specifically set forth in this Contract. Maintenance rates shall be firm for the Contract period subject to any maximum annual maintenance escalation as set forth in the Statement of Work.
- b. Maintenance charges for fractions of a calendar month shall be computed at the rate of 1/30 of the applicable Total Monthly Maintenance Charge, for each day maintenance was provided.
- c. There will be no charge for travel expense associated with maintenance service or programming service under this Contract except that actual travel expenses will be charged in those instances where the site at which the Machine is located is not normally accessible by private automobile or scheduled public transportation.
- d. All maintenance and other service activities (including but not limited to activities relating to pre-installation planning, inspections, relocation of Machines, engineering changes and altered programming) which may be made available by Contractor to the State at no additional charge or at Contractor's then applicable time and material charges, in connection with any Machines or programming supplied under this Contract, shall be subject to the terms and conditions of this Contract, unless such activities are provided under another written agreement signed by the State and the Contractor.

7 Maintenance Credit for Inoperative Machines

The Contractor shall grant a proportionate maintenance credit on a Machine shown in the Statement of Work when the Machine is inoperative for consecutive scheduled work periods totaling 24 hours from the time the State notifies the Contractor the Machine was inoperative, provided (1) the Machine became inoperative through no fault of the State, and (2) the breakdown was attributable to Equipment Failure. The credits to be granted by the Contractor to the State shall be as reflected in the Statement of Work.

8 Engineering Changes

Engineering changes, determined applicable by Contractor, will be controlled and installed by Contractor on Equipment covered by this contract. The State may elect to have only mandatory changes, as determined by Contractor, installed on Machines so designated. A written notice of this election must be provided to the Contractor for confirmation. There shall be no charge for engineering changes made. Any Contractor-initiated change shall be installed at a time mutually agreeable to the State and the Contractor. Contractor reserves the right to charge, at its then current time and material rates, for additional service time and materials required due to noninstallation of applicable engineering changes after Contractor has made a reasonable effort to secure time to install such changes.

9 Relocation of Equipment

**STATE MODEL
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MAINTENANCE SPECIAL PROVISIONS**

- a. In the event the Equipment being maintained under the terms and conditions of this Contract is moved to another location within the State of California, the Contractor shall continue to maintain the Equipment at the new location.
- b. The charges of the Contractor to dismantle and pack the Equipment and installation at the new location shall be at the rates set forth in the Statement of Work. The State agrees to pay all costs incidental to any move, including costs for packing, crating, rigging, transportation, unpacking, uncrating, insurance, installation, and State and local sales tax, if any.
- c. If Contractor is responsible for the move, no re-certification charges to confirm continued maintenance eligibility will be applicable. If the move is conducted by other than Contractor, State agrees to pay re-certification charges to Contractor at rates set forth in the Statement of Work.

10 Termination

Notwithstanding the Termination for Convenience provisions contained in the General Provisions, upon thirty (30) days' written notification to the Contractor, State may terminate, at no cost to the State, maintenance for all or any portion of the Equipment identified in the Statement of Work.

**STATE MODEL
INFORMATION TECHNOLOGY
SOFTWARE SPECIAL PROVISIONS**

**TO BE USED WITH THE GENERAL PROVISIONS -- IT. DEVELOP AND
INCLUDE A STATEMENT OF WORK.**

1 License Grant

- a. Contractor hereby grants to the State and the State accepts from Contractor, subject to the terms and conditions of this Contract, a non-exclusive, non-transferable license to use the Software Products listed in Statement of Work of this Contract (hereinafter referred to as "Software Products").
- b. State may use the Software Products in the conduct of its own business, and any division thereof.
- c. The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.
- d. By prior written notice, the State may redesignate the CPU in which the Software Products are to be used. The redesignation will be effective upon the date specified in the notice of redesignation.

2 Encryption/CPU ID Authorization Codes

- a. When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
- b. In case of an inoperative CPU as defined in paragraph 1c. above, Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c. When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as a permanent code is assigned.

3 Fees and Charges

Upon acceptance of Software by State, in accordance with Paragraphs 5 herein and the Statement of Work, State will pay the license fee or recurring charge for the Software Products as set forth in Statement of Work. Charges will commence on the Acceptance Date as established in the Statement of Work. The Contractor shall render invoices for recurring charges or single charges in the month following the month in which the charges accrue.

STATE MODEL INFORMATION TECHNOLOGY SOFTWARE SPECIAL PROVISIONS

4 Maintenance

The following terms and conditions are superseded and replaced by any alternate or inconsistent terms and conditions in the Statement of Work.

- a. The correction of any residual errors in any Software Product that may be discovered by Contractor or by the State will be considered maintenance. Such maintenance will be performed by Contractor without additional charge for the duration of this contract. Suspected errors discovered by the State in the Software Products will be handled by the following procedures:
 - 1) A listing of the output and a copy of the identical input data in machine-readable form will be submitted to Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error condition was noted.
 - 2) Errors in the Software Product as verified by Contractor will be corrected by providing a new copy of said Software Product (or of the affected portions) in machine-readable form.
 - 3) The Contractor shall attempt to correct Software Product errors within a reasonable time.
- b. Contractor will be available to assist the State in isolating and correcting error conditions caused by the State's particular Hardware or Operating System at rates in accordance with the Statement of Work.
- c. If Contractor is called upon by State to correct an error caused by State's negligence, modification by State, State supplied data, Machine or operator failure, or due to any other cause not inherent in the original Software Products, Contractor reserves the right to charge State for such service on a time and material basis, or rates in accordance with the Statement of Work.

5 Acceptance of Software

- a. **Commercial Software.** Acceptance of Commercial Software will be governed by the terms and conditions of the license agreement governing such Software.
- b. **Custom Software.** Unless otherwise provided in the Statement of Work, acceptance procedures for Custom Software will be as set forth in this subsection (b). The State shall be deemed to have accepted each Custom Software Product (i) upon its issuance of written notice of such acceptance or (ii) sixty (60) days after the Installation Date, unless at or before that time the State gives Contractor written notice of rejection (collectively, "Acceptance"). No payment for Custom Software will be due before Acceptance thereof, except to the extent required by progress payment terms in the Statement of Work. Any notice of rejection will explain how the Custom Software Product fails to substantially conform to the functional and performance specifications of this Contract. Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable best efforts to remedy it promptly. The State, in its sole discretion, will have the option to re-perform the acceptance test. If the Contractor is unable to remedy the deficiency within (60) days of notice of rejection, the State shall have the option of accepting substitute Software, terminating for default the portion of the Contract that relates to such Custom Software, or terminating this Contract in its entirety for default.

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SOFTWARE SPECIAL PROVISIONS**

6 Right To Copy or Modify

- a. Any Software Product provided by Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any one time without prior written consent from Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.

- b. The State agrees to keep any such copies and the original at a mutually designated State location, except that the State may transport or transmit a copy of the original of any Software Product to another State location for backup use when required by CPU malfunction, provided the copy or the original is destroyed or returned to the designated location when the malfunction is corrected.

- c. The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material; provided that nothing in this sub-section c) will be construed to contradict the terms of any separate applicable third party license agreement. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of this Contract.

7 Future Releases

Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions of any Software Product are developed by Contractor, and are made available to other licensees, they will be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

**STATE MODEL
INFORMATION TECHNOLOGY
PERSONAL SERVICES SPECIAL PROVISIONS**

**TO BE USED WITH THE GENERAL PROVISIONS --IT. DEVELOP AND
INCLUDE A STATEMENT OF WORK.**

1. Contract Type

- a. Unless otherwise specified, the Statement of Work shall define and authorize work on a Fixed Price basis, with a guarantee of task completion.
- b. To the extent that additional work not foreseen at the time this Contract is executed must be accomplished, Work Authorizations, as described in the Statement of Work, will be the means for defining and authorizing such work on a Labor Hour basis.

2. Personnel

- a. Contractor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed to otherwise by the State.
- b. The State reserves the right to disapprove the continuing assignment of Contractor personnel provided to the State under this Contract. If the State exercises this right, and the Contractor cannot immediately replace the disapproved personnel, the parties agree to proceed with any equitable adjustment in schedule or other terms that may be affected thereby.
- c. The Contractor will make every effort consistent with sound business practices to honor the specific requests of the State with regard to assignment of its employees; however the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel.
- d. In recognition of the fact that Contractor personnel providing services under this Contract may perform similar services from time to time for others, this Contract shall not prevent Contractor from performing such similar services or restrict Contractor from using the personnel provided to the State under this Contract, providing that such use does not conflict with the performance of services under this Contract.

3. Responsibilities of the State

- a. The State shall provide normal office working facilities and equipment reasonably necessary for Contractor performance under this Contract. Any special requirements (e.g., reprographic services, computer time, key data entry, etc.) shall be identified in the Statement of Work.
- b. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth in the Statement of Work.

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- c. The Contractor will not be responsible for any delay, cost increase, or other consequence to the extent that it is caused by the State's failure to fulfill responsibilities set forth herein. In the event of any claim for equitable adjustment to price, schedule, or both, the parties will negotiate in good faith regarding execution of a Contract amendment. Should the Contractor determine that a delay exists or is probable due to a failure of the State, the Contractor will promptly notify the State in writing.

4. Unanticipated Tasks

- a. In the event that additional work must be performed which was wholly unanticipated and is not specified in the Statement of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.
- b. For each item of unanticipated work not specified in the Statement of Work, a Work Authorization will be prepared in accordance with the sample attached as Exhibit A.
- c. It is understood and agreed by both parties to this Contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.
- d. Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor, the job classification or approximate skill level of the personnel to be made available by the Contractor, an identification of all significant material to be developed by the Contractor and delivered to the State, an identification of all significant materials to be delivered by the State to the Contractor, an estimated time schedule for the provisions of these services by the Contractor, completion criteria for the work to be performed, the name or identification of the Contractor personnel to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals, the Contractor's billing rates per work hour, and the Contractor's estimated total cost of the Work Authorization.
- e. All Work Authorizations must be in writing prior to beginning work and signed by the Contractor and the State.
- f. The State has the right to require the Contractor to stop or suspend work on any Work Authorization pursuant to the "Stop Work" provision of the General Provisions.
- g. Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
 - 1) If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:
 - (a) Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld), or
 - (b) Terminate the Work Authorization, or
 - (c) Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.

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- 2) The State will notify the Contractor in writing of its election within seven (7) calendar days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours or services. The State agrees to reimburse the Contractor for such additional work hours.

5. Invoicing and Payment for Services

- a. During the execution of each Milestone (as set forth in the Statement of Work) which involves the delivery to the State of identified Deliverables, the Contractor may submit periodically to the State invoices reflecting a pro-rata cost of the Milestones, determined on the basis of the lesser of either:
 - 1) The number of Deliverables provided to the State divided by the total number of Deliverables required to be delivered to the State, less a ten percent (10%) withhold, less any amounts previously invoiced; or
 - 2) The number of work-hours expended by the Contractor in the performance of the task divided by the number of work hours scheduled for the task, less a ten percent (10%) withhold, less any amounts previously invoiced; provided that the Statement of Work may specify a withhold of more than ten percent (10%).
- b. For those Milestones which do not involve delivery to the State of identified Deliverables, but which are of a continuing nature, the Contractor may submit invoices reflecting a pro-rata cost of the Milestone, less a ten percent (10%) withhold, less any amount previously invoiced. Actual progress payment amounts for such Milestones must be based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.
- c. Upon completion of a Milestone in accordance with the acceptance criteria set forth herein, the full charge for such Milestone, less amounts previously invoiced to the State, may be submitted for payment. Nothing herein will be construed to waive or contradict any requirement of California Public Contract Code section 12112 or any similar or successor provision.
- d. In the event that work not specified in the Statement of Work is performed with the State's written consent, invoices for services as reflected on Work Authorizations will be submitted to the State for payment. In no event shall the total amount paid for such work exceed ten percent (10%) of the value of personal services anticipated by this Contract.
- e. Invoices prepared in accordance with this provision will not be submitted more frequently than monthly to the State.
- f. In the aggregate, invoices reflecting progress payments will not exceed ninety percent (90%) of the ceiling amount of the Contract, with the balance to be invoiced upon completion of the Contract, in accordance with the acceptance criteria set forth herein.
- g. In the event of a conflict between the terms of this Section 5 and those of the Section of this Contract entitled "Acceptance of Software," the latter will govern.

6. Contractor Evaluation

In accordance with the California Government Code, Contractor performance evaluation will be completed within the guidelines of the State Contracting Manual Volume 1, Section 3.02.5. The State contracting agency, upon Contract completion, will complete and forward the Contractor evaluation to the Department of General Services.

**STATE MODEL
INFORMATION TECHNOLOGY
PERSONAL SERVICES SPECIAL PROVISIONS**

7. Conflict of Interest

During the performance of this contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State's adoption of an action(s) recommended as a result of this contract, the Contractor must inform the State in writing within 10 working days. If, in the State's judgment, the financial interest will jeopardize the objectivity of the recommendations, the State shall have the option of terminating the Contract.

Failure to disclose a relevant financial interest on the part of the Contractor will be deemed grounds for termination of the Contract with all associated costs to be borne by the Contractor and, in addition, the Contractor may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with Public Contract Code section 12102(j).

**STATE MODEL
INFORMATION TECHNOLOGY
PERSONAL SERVICES SPECIAL PROVISIONS**

EXHIBIT A

WORK AUTHORIZATION

SAMPLE

TITLE: 70/752 Output Formatter

Task Summary:

Develop program to format and print simulated 70/752 displays using a sequential data set as input.

Schedule Dates:

Start Date: April 2, 2007
Completion Date: April 30, 2007

<u>Estimated Labor-Hours</u>	<u>Labor-Hour Rate</u>	<u>Estimated Total Cost</u>
100	\$90.00	\$9,000.00

<u>Contractor Personnel to Be Assigned</u>	<u>Job Classification/Skill Level</u>
Jane Doe	Staff Programmer Analyst

Completion Criteria:

Acceptance of program by the State.

This task will be performed in accordance with this Work Authorization and the provisions of Contract No. _____.

Approval

Contract Project Manager

State Project Manager

EXHIBIT 7-B DOMESTIC COST EVALUATION WORKSHEET

Exhibit revised per Addendum 12

Adult Rate Per One (1) Conversation Minute Rates*		
1.	Collect Local and IntraLATA**	\$0.096
2.	Prepaid Local and IntraLATA**	\$0.096
3.	Collect InterLATA**	\$0.135
4.	Prepaid InterLATA**	\$0.135
5.	Collect Interstate**	\$0.440
6.	Prepaid Interstate**	\$0.440
Youth Rate Per One (1) Conversation Minute Rates*		
7.	Collect Local and IntraLATA**	\$0.028
8.	Prepaid Local and IntraLATA**	\$0.028
9.	Collect InterLATA**	\$0.030
10.	Prepaid InterLATA**	\$0.030
11.	Collect Interstate**	\$0.132
12.	Prepaid Interstate**	\$0.132
Prepaid Account Setup One-time Fee		
13.	Prepaid Account Setup One-time Fee	\$4.75

*Above rates include all costs except applicable Federal, State, Local Taxes, and Federal Universal Service Fees.

**Above per minute rates, multiplied by 15, shall not exceed the TABLE 7.1 rates.

Global Tel*Link Corporation

Name of Bidding Company

Jeffrey B. Haidinger, President of Services

Printed Name and Title of Authorized Official



Signature

03/06/12

Date

EXHIBIT 7-C INTERNATIONAL COST EVALUATION WORKSHEET

Exhibit revised per Addendum 11

International Calls	Rate Per-Conversation Minute*
Australia	\$0.75
Canada	\$0.75
Columbia	\$0.75
France	\$0.75
Germany	\$0.75
Guatemala	\$0.75
Ireland	\$0.75
Italy	\$0.75
Mexico	\$0.75
New Zealand	\$0.75
Philippines	\$0.75
Slovenia	\$0.75
Spain	\$0.75
Switzerland	\$0.75
United Kingdom	\$0.75
Subtotal (Total of all Rate per-Conversation Minutes)	\$11.25
Combined average of all listed International Country Rates (subtotal divided by 15)	\$0.75

*Above rates include all costs except applicable Federal, State, Local Taxes, and Federal Universal Service Fees.

Signature of Company Official Authorized to Submit Rates:

Global Tel*Link Corporation

Name of Bidding Company

Jeffrey B. Haidinger, President of Services

Printed Name and Title of Authorized Official



Signature

03/06/12

Date

EXHIBIT 7-D COST EVALUATION MATRIX

Exhibit revised per Addendum 12

Quantities in the "Annual Minutes" column below are estimates for evaluation purposes and are no guarantee of actual call volumes.

a.	b.	c.	d.	e.	f.
Call Type (Adult and Youth)	Bidder's Average Cost Per- Conversation Minute Rate	Times	Annual Minutes	equals	Evaluated Annual Cost of Conversation Minutes
*Intrastate Adult: Combined average of Adult Collect and Prepaid Intrastate Rates from Exhibit 7-B, [(line 1 + line 2 + line 3 + line 4) divided by 4]	\$0.116	X	93,228,831	=	\$10,814,544.40
*Interstate Adult: Combined average of Adult Collect and Prepaid Interstate Rates from Exhibit 7-B, [(line 5 + line 6) divided by 2]	\$0.440	X	3,937,727	=	\$1,732,599.88
*Intrastate Youth: Combined average of Youth Collect and Prepaid Intrastate Rates from Exhibit 7-B, [(line 7 + line 8 + line 9 + 10) divided by 4]	\$0.029	X	2,387,119	=	\$69,226.45
*Interstate Youth: Combined average of Youth Collect and Prepaid Interstate Rates from Exhibit 7-B, [(line 11 + line 12) divided by 2]	\$0.132	X	25,964	=	\$3,427.25
International: Combined average of listed International Country Rates from Exhibit 7-C	\$0.75	X	86,706	=	\$65,029.50
Subtotal (Total Evaluated Cost of Conversation Minutes):					
Prepaid Account Setup One- time Fee (from Exhibit 7-B, line 13)	\$4.75	X	150,000	=	\$712,500.00
Grand Total (Total Cost of Conversation Minutes and Prepaid Account One-time Setup Fee):					\$13,397,327.48

SECTION 5

ADMINISTRATIVE REQUIREMENTS

Per Addendum 7 the word “document” has been removed from the Reference line in all Bidder response blocks.

5.1 INTRODUCTION

In addition to meeting all other requirements of this IFB, the Bidder must adhere to all of the mandatory administrative requirements of this section to be responsive. All requirements listed with an (M) are Mandatory and are pass/fail. A “Fail” will result in a Final Bid being deemed nonresponsive and, therefore, will be disqualified. Answering “No” to any of these requirements will result in a Final Bid being deemed nonresponsive and, therefore, will be disqualified. Section 9, Evaluation, contains the details for the evaluation methodology and criteria. Contractor shall provide all Mandatory requirements at no cost to the State. Section 5, Administrative Requirements, will be incorporated into the Contract.

 **Response:** GTL understands and complies.

5.2 BIDDER RESPONSIBILITY

5.2.1 BIDDER'S DOCUMENTATION REQUIREMENTS

Bidder's response to specific IFB requirements shall include drawings, plans and diagrams where required that further describe the details of their response for each requirement in Section 5, Administrative Requirements.

“Yes” responses to requirements shall be specifically described within the “Description” portion of the response. Information shall be provided in accordance with the bid format described in Exhibit 8-A, Administrative Response Format Requirement.

 **Response:** GTL understands and complies.

5.2.2 BID COVER LETTER (M)

The Bidder must include a cover letter signed by an individual who is authorized to bind the Bidder contractually. The cover letter must state that the individual is so authorized and must identify the title or position that the individual holds in the Bidder's firm. An unsigned cover letter shall cause the Final Bid to be rejected.

The Cover Letter must contain the following information:

- 1) Signature of an individual authorized to bind the firm contractually, identifies the signer's title and stipulates the signature authority;
- 2) Statement that the Bid response is the Contractor's binding offer, good for 180 calendar days from Final Bid due date, as noted in Section 1.6, Key Action Dates;
- 3) Statement indicating that the Bidder has available staff with the appropriate skills to complete performance under the Contract for all services and will provide all deliverables as described in this IFB; and,
- 4) Statement accepting full Prime Contractor responsibility for coordinating, controlling, and delivering all aspects of the Contract and any Subcontractors on the team.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above?

Yes No

Reference: [Proposal Cover Letter](#)

Location: [Volume I, General \(Cover Letter and Executive Summary\)](#)

 Description:

GTL's Proposal Cover Letter contains all of the required information and is signed by Jeffrey B. Haidinger President of Services, who is fully authorized to bind GTL in contractual agreements.

5.2.3 EXECUTIVE SUMMARY OF RESPONSE (M)

Bidder's response must contain an Executive Summary of their services, which includes the following information:

- 1) Summary of the solution;
- 2) List of the firms and individuals proposed as Subcontractors (if applicable), staff names, and the experience of the proposed team;
- 3) Summary of the technology proposed; and,
- 4) The degree to which the solution components are currently in use.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above?

Yes No

Reference: [Executive Summary](#)

Location: [Volume I, General \(Cover Letter and Executive Summary\)](#)

 Description:

GTL's Executive Summary provides a summary of our solution and its benefits to the State and CDCR and contains all of the required information.

5.2.4 FINANCIAL RESPONSIBILITY INFORMATION (M)

Requirement deleted per Addendum 3

5.3 INSURANCE REQUIREMENTS (M)

5.3.1 WORKERS' COMPENSATION (M)

Requirement revised per Addendum 7

The Prime Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, and agree to furnish the State satisfactory evidence thereof at the time the State may so request. The Bidder shall provide evidence of Worker's Compensation insurance with Bid submission and is required to sign Exhibit 5-A, Workers' Compensation Certification, and submit with the Bid response.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [Exhibit 5-A Workers' Compensation Certification](#)

Location: [Volume I, Section 2 Administrative Response page 2.16](#)

GTL Description:

GTL will maintain the required workers' compensation and employer's liability coverage and provide evidence of such upon request. We submit our **Exhibit 5-A, Workers' Compensation Certification** at the bid location noted above.

5.3.2 COMMERCIAL GENERAL LIABILITY (M)

Requirement revised per Addendum 7

The Prime Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the Bidder's limit of liability. The Prime Contractor shall agree to furnish the State satisfactory evidence thereof within 10 calendar days of contract award.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [Sample Certificate of Liability Insurance](#)

Location: [Volume I, Section 2 Administrative Response page 2.24](#)

GTL Description:

GTL will provide the commercial general liability coverage required. We have included a sample insurance certificate at the end of IFB Section 5.16 Exhibits as referenced above.

5.4 PAYEE DATA RECORD (STD 204) (M)

The Bidder must sign Exhibit 5-B, Payee Data Record, STD. 204, and submit with the Final Bid.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [Exhibit 5-B Payee Data Record](#)

Location: [Volume I, Section 2 Administrative Response page 2.17](#)

GTL Description:

GTL's **Exhibit 5-B Payee Data Record** form is included in this section of our proposal, as referenced above, in IFB Section 5.16 Exhibits.

5.5 DARFUR CONTRACTING ACT

Not Applicable

5.6 DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PROGRAM

5.6.1 DVBE INCENTIVE

DVBE incentives will be applied pursuant to CCR, Title 2, §§ 1896.99.100 and 1896.99.120. The incentive will be applied during the evaluation process, and will only be applied to responsive bids from responsible Bidders providing at least one percent (1%) DVBE participation. The incentive amount is based on a scale under which Bidders obtaining higher levels of participation qualify for greater incentive amounts, according to Table 5.1, below. The minimum incentive amount for this IFB is one percent (1%), with a maximum incentive amount of five percent (5%).

Table 5.1 – DVBE Incentive Point Scale	
Confirmed DVBE participation of:	DVBE Incentive:
5% or more	5%
4% up to 4.99%	4%
3% up to 3.99%	3%
2% up to 2.99%	2%
1% up to 1.99%	1%

The incentive will be applied by reducing the bid price by the amount of incentive as computed from the lowest responsive bid submitted by a responsible Bidder. The computation is for evaluation purposes only.

Application of the incentive shall not displace an award to a Small Business with a Non-Small Business. If the lowest responsive bid is from a responsible California certified Small Business, the only Bidders eligible for the incentive will be California certified Small Businesses.

THE INCENTIVE ADJUSTMENT CANNOT EXCEED FIVE PERCENT (5%) OR \$100,000, WHICHEVER IS LESS, OF THE LOWEST RESPONSIVE BID PRICE FROM A RESPONSIBLE BIDDER.

Bidders claiming DBVE incentive must complete both forms found via links in Exhibit 5-C, Bidder Declarations, GSPD-05-105 (REV 08/09), and Disabled Veteran Business Enterprise Declaration, State of California form STD. 843.

 **Response:** GTL understands and complies.

5.7 CONTRACTOR'S LICENSE (M)

Contractors and Subcontractors performing cable and/or wiring installation work or structural modifications for the State are required to have the appropriate State Contractor's License. THE COMPANY SUBMITTING THE BID MUST HAVE THE APPROPRIATE LICENSE AS WELL AS ANY SUBCONTRACTORS. The License must be in the name of the company or the name of the "qualifying individual" of the company. Bidders are to complete Exhibit 5-D, Contractor's License Information.

The Contractor shall pay the rate of wages for regular, overtime, and holiday work plus employer payments for benefits generally prevailing in the locality in which the work is performed, for all crafts, classifications or types of workmen used on State premises at the point of delivery by the Contractor for the assembly and installation of material purchased under this Contract.

A Bid that does not contain the above information, or if the information is later proven false, shall be considered nonresponsive and will be rejected by the State.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [Exhibit 5-D Contractor's License Information](#)

Location: [Volume I, Section 2 Administrative Response page 2.19](#)

 **Description:**

GTL respectfully submits that this requirement does not apply to any work completed by GTL pursuant to the requirements of IFB 11-126805 and has accordingly noted this in Exhibit 5-D. GTL's work relating to the requirements of the IFB is exempt from the requirement of the Contractors' State License Law. Business & Professions Code §7042.5 provides, in pertinent part, that the Contractors' State License Law "does not apply to public utilities operating under the regulation of the Public Utilities Commission on construction, maintenance, and development work

incidental to their own business..." GTL is a public utility regulated by the California Public Utilities Commission (CPUC), and possesses a CPUC-issued "certificate of public convenience and necessity." Furthermore, any installation and maintenance work that GTL performs in conjunction with the IWTS and MAS will be incidental to its business of providing telecommunications services. Accordingly, Business & Professions Code §7042.5 exempts GTL here as it has in conjunction with many other facilities across the state of California, from the licensing requirements described in this IFB Section 5.7

5.8 PUBLIC WORKS REQUIREMENTS (M)

- 1) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment of materials purchased under the Contract.

Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done. Contractor will furnish a copy of the Department of Industrial Relations booklet entitled General Prevailing Wage Rates. The booklet is required to be posted at the job site. The Department of Industrial Relations, Prevailing Wage Unit may be contacted at www.dir.ca.gov (select Statistics and Research) or (415) 703-4774.

- 2) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on STD 807 when the subcontract involves public works expenditure (labor/installation costs) in excess of \$25,000. Such bond shall be in a sum not less than one-half the subcontract price for the public works portion of the labor/installation costs. Forms will be made available to the Contractor.
- 3) Each participating Bidder shall complete Exhibit 5-E, List of Proposed Subcontractors (Public Works), or indicate that none are to be used. The State reserves the right to approve or object to the use of proposed Subcontractors on the list.
- 4) Each participating Bidder must certify that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing with the performance of work of this Contract. A Workers' Compensation Certification must be completed and submitted with an original signature with the Bidder's Final Bid. See Section 5.3.1, Worker's Compensation and Exhibit 5-A, Worker's Compensation Certification.

5) Laws To Be Observed

a) Labor

Pursuant to Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid by the Contractor, or its Subcontractor, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than 40 hours in any calendar week, in violation of Sections 1810-1815 of the California Labor Code, inclusive.

b) Travel and Subsistence Payments

The Contractor shall pay the travel and subsistence of each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with California Labor Code Section 1773.8.

c) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. Each Contractor and/or Subcontractor must, prior to commencement of the public works Contract, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to ensure compliance and complete understanding of the law regarding apprentices and specifically the required rationale there under. Responsibility for compliance with this section lies with the prime Contractor.

d) Payroll

The Contractor shall keep an accurate payroll record showing the name, address, Social Security Account Number, work classification and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be made available for inspection as specified in Section 1776 of the California Labor Code.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [Exhibit 5-E List of Proposed Subcontractors \(Public Works\)](#)

Location: [Volume I, Section 2 Administrative Response page 2.20](#)

Reference: [Exhibit 5-A Worker's Compensation Certification](#)

Location: [Volume I, Section 2 Administrative Response page 2.16](#)

 Description:

GTL hereby certifies that we are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation and will comply with such provisions before commencing with the performance of work of this Contract. We submit our **Exhibit 5-E List of Proposed Subcontractors (Public Works)** and **Exhibit 5-A, Workers' Compensation Certification** at the locations referenced above.

5.9 SMALL BUSINESS PREFERENCE

Sections 14835, et seq. of the Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a Small Business or Bidders who qualify as a Non-Small Business claiming at least 25% California Certified Small Business Subcontractor participation. The rules and regulations of this law, including the definition of a Small Business, or qualifying Non-Small Business, are in California Code of Regulations, Title 2, Sections 1896, et seq. Small business nonprofit veteran service agency (SB/NVSA) prime Bidders that are California Small Business certified and meet the requirements under Military and Veterans Code sections 999.50, et seq. are eligible for the five percent (5%) Small Business Preference. More information regarding the Small Business Preference may be found at the following website:

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

If a Bidder is claiming the Small Business Preference, they must complete and submit as part of the bid response, Exhibit 5-F, Small Business Preference.

Bidders claiming the Small Business Preference must also complete and submit as part of the bid response, Exhibit 5-C, Bidder Declaration, form GSPD-05-105 (REV 08/09), which can be found at the following website: <http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf>.

The Bidder awarded the Contract is contractually obligated to use the Subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. (2 CCR § 1896.10.)

Certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date; and the OSDS must be able to approve the application as submitted. Bidders may contact the OSDS for any information or questions concerning certification.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes X No _____

Reference: [Exhibit 5-C Bidder Declaration](#)

Location: [Volume I, Section 2 Administrative Response page 2.18](#)

GTL Description:

GTL is not claiming the Small Business Preference. GTL is not classified as a Small Business or as a non-small business claiming at least twenty-five percent California certified small business Subcontractor participation. Our completed Exhibit 5-C Bidder Declaration is submitted with our proposal at the location noted above.

5.10 COMMERCIALY USEFUL FUNCTION (M)

All Bidders and Subcontractors identified in the bid response to fulfill the requirements for one or more of the socio-economic programs (e.g., DVBE, Small Business) must perform a commercially useful function (CUF) in the resulting contract. CUF is defined pursuant to Military and Veterans Code section 999(b)(5)(B) and Government Code section 14837(d)(4)(A) for the DVBE and Small Business programs, respectively.

Bidders must complete and submit as part of the bid response, Exhibit 5-G, Commercially Useful Function Certification.

Bidder(s) may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information as specified may be grounds for bid rejection.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes X No _____

Reference: [Exhibit 5-G, Commercially Useful Function](#)

Location: [Volume I, Section 2 Administrative Response page 2.21](#)

GTL Description:

Neither GTL nor its subcontractors are classified as a DVBE or claiming the Small Business Preference. Based on our review of the requirement and Exhibit **5-G Commercially Useful Function**, we determined this requirement is not applicable to GTL and therefore the completion of this form is not necessary.

5.11 CERTIFICATION OF USE TAX COLLECTION FOR SELLER'S PERMIT (M)

The Bidders are subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code, requiring suppliers to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization. Unless otherwise specified in this IFB, a copy of the retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates must be submitted with the Bidder's Final Bid. Failure of the Bidder to comply by supplying the required documentation will cause the Bidder's Bid to be considered nonresponsive and the Bid rejected. See Exhibit 5-H, Certificate of Use Tax Collection for Seller's Permit.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes X No_____

Reference: [Exhibit 5-H, Certificate of Use Tax Collection for Seller's Permit](#)

Location: [Volume I, Section 2 Administrative Response page 2.22](#)

Reference: [GTL Seller's Permit](#)

Location: [Volume I, Section 2 Administrative Response page 2.23](#)

GTL Description:

As indicated above, GTL's completed **Exhibit 5-H Certificate of Use Tax Collection for Seller's Permit** and GTL's **Seller's Permit** are included in this section at the locations indicated above.

5.12 TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

Preference will be granted to the California-based Bidders in accordance with Government Code section 4530 whenever agreements for goods and services are in excess of \$100,000 and the Bidder meets certain requirements, as defined in the California Code of Regulations (Title 2, section 1896.30), regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim TACPA shall complete Std. Form 830, Target Area Contract Preference Act, Preference Request for Goods and Services, and submit it with the Final Bid. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/pd/poliproc/tacpage.pdf>

GTL Response: GTL is not a California-based business.

5.13 ENTERPRISE ZONE ACT (EZA)

Government Code section 7080, et. seq., provides that California based companies may be granted preferences when submitting Bids on State agreements in excess of \$100,000 for goods and services (excluding construction agreements), if the business site is located within designated "Enterprise Zones" (see Std. Form 831, Enterprise Zone Act Preference (EZA) Request for Goods and Services Solicitation). Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 831 with their Final Bid. Bidders proposing to perform the Contract in a designated enterprise zone are required to identify such site(s) on the Std. Form 831. Failure to identify a site(s), which qualifies as an enterprise zone, will result in denial of the claimed preferences. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/pd/poliproc/ezapage.pdf>

A Bidder that has claimed an EZA preference, and is awarded the Contract based on such preference(s), will be obligated to perform the Contract in accordance with the Act. Bidders desiring to claim this preference must submit a fully executed copy of appropriate forms with the Final Bid.

GTL Response: GTL is not a California-based business and is not claiming an EZA preference.

5.14 LOCAL AGENCY MILITARY BASE RECOVERY AREA ACT (LAMBRA)

The LAMBRA bidding preference, for which you may qualify, is used for Bid solicitation purposes only, to a maximum of \$50,000. The preference does not alter the amount of the resulting Contract (Government Code, section 7118 et. seq., and California Code of Regulations, Title 2, Section 1896, 100 et. seq.). Bidders desiring to claim this preference must submit a fully executed copy of STD. Form 832, Local Agency Military Base Recovery Area Act for Goods and Services Solicitations, with the Final Bid. Refer to the following website link to obtain the appropriate form:

<http://www.documents.dgs.ca.gov/pd/poliproc/lambrapage.pdf>

GTL Response: GTL is not claiming a LAMBRA preference.

5.15 OTHER ADMINISTRATIVE REQUIREMENTS

5.15.1 PRIMARY BIDDER (M)

The award, if made, will be to a single Bidder. The selected primary Bidder will be responsible for successful performance of all subcontractors and support services offered in response to this Bid. Furthermore, the State will consider the primary Bidder to be the sole point of contact regarding contractual matters for the term of the resulting contract. The Bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting contract.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

GTL Description:

As the primary bidder, if awarded GTL will be responsible for the successful performance of all subcontractors and support services offered in this Bid. GTL will be the sole point of contact regarding contractual matters for the term of the resulting contract. We will not assign financial documents to a third-party without prior written approval of the State, and an amendment to the resulting contract.

5.15.2 SUBCONTRACTOR (M)

Requirement Revised per Addendum 3

Any Subcontractor that the Bidder chooses to use in fulfilling the requirements of this IFB, and which is expected to receive more than ten percent (10%) of the value of the contract, must also meet all Administrative and Technical Requirements of the IFB, as applicable, and must be approved, in advance, by the State.

Nothing contained in the resulting contract shall create any relationship between the State and any Subcontractors, and no subcontract shall relieve the Bidder of its responsibilities and obligations. The Bidder is fully responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them.

The Contractor shall not change Subcontractor(s) and/or DVBE Subcontractor(s) if such changes conflict with the work to be performed under this contract. For DVBE Subcontractor changes, the Contractor shall utilize another DVBE Subcontractor. The State recognizes that changes to Subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing Subcontractor's termination. If this should occur, the Contractor should be aware that the State contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing Subcontractor(s). This also includes any changes made between submittal of the Final Bid and actual start of the contract.

The State will respond within 15 business days. The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new Subcontractor(s) ready to begin work on the contract.

Prime Contractor is solely responsible for any payments to or claims made by subcontractors.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

GTL Description:

GTL understands, agrees, and will comply with the States rules and requirements regarding Subcontractors as set forth in the above IFB Section 5.15.2.

5.15.3 AMENDMENT (M)

Any contract executed as a result of this IFB, may be amended, consistent with the terms and conditions of the original solicitation and by mutual consent of both parties, subject to approval by DGS under Public Contract Code 12100.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

GTL Description:

GTL understands and agrees that Contracts executed as a result of this IFB may be amended, consistent with the terms and conditions of the original solicitation and by mutual consent of both parties, subject to the approval by DGS under Public Contract Code 12100.

5.15.4 EQUIPMENT (M)

All equipment offered must be new and the latest model in current production. USED, SHOPWORN, REFURBISHED, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

GTL Description:

As required, all equipment offered or installed by GTL will be new and the latest models in current production. We understand that the State will not accept used, shopworn, refurbished, demonstrator, prototype or discontinued models.

5.15.5 BID REJECTION

Bidder's response block added per Addendum 7

A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities, of any kind, in accordance with Section 2, Paragraph 2.3.7.4, Errors in the Final Bid. Deviation from terms and conditions previously approved for this IFB shall be cause for rejection of your Bid. **BIDDERS SUBMITTING CONDITIONAL BIDS MAY BE DISQUALIFIED.**

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

GTL has submitted a complete response to the State's IWTS/MAS IFB 11-126805. We understand that our final bid may be rejected if it is conditional or incomplete or if there are deviations from terms and conditions previously approved for this IFB.

5.15.6 COMPLETED CONTRACT (M)

Requirement revised per Addendum 7

Bidders shall submit one (1) Standard Agreement (STD 213), one (1) Master, seven (7) hardcopies, and three (3) soft copies (CD) - **ORIGINAL SIGNATURE REQUIRED ON MASTER AND ALL COPIES**. The master copy must be signed by a person authorized to contractually bind the Bidder's company (final only). Bidders must also provide one (1) copy each of the additional documents provided as part of Appendix B, Contract and Attachments.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: Standard Agreement (STD 213)

Location: Volume II Completed Contract page II.3

 Description:

As required GTL has included in **Volume II** of our proposal, the State's Standard Agreement (STD 213) with all referenced documents and the additional required documents provided as part of IFB Appendix B, appropriately filled out and signed as instructed by the IFB. We have submitted the required number of copies in the required formats.

SECTION 6 TECHNICAL REQUIREMENTS

Per Addendum 7 the word “document” has been removed from the Reference line in all Bidder response blocks.

Section 6, Technical Requirements, describes the specific requirements of the Inmate/Ward Telephone System (IWTS) and Managed Access System (MAS) services. The Prime Contractor must provide complete and working IWTS/MAS services, including all hardware, software, administration, service, support, and maintenance at no cost to the State. The items detailed in Section 6, Technical Requirements, describe the MINIMUM requirements that the Prime Contractor must provide. Bidders are admonished to carefully read the entire Invitation for Bid (IFB). Section 6, Technical Requirements, will be incorporated into the Contract.

The IWTS and MAS service requirements differ and therefore will be referred to separately throughout the IFB Sections and Exhibits. Not all CDCR facilities will use the MAS services.

Section 6, Technical Requirements, is arranged into sections that describe the specific requirements associated with the IWTS services and MAS services to be provided by the Prime Contractor.

Section 6.1, Introduction for Inmate/Ward Telephone System Services

Provides an overview of the IWTS services technical and operational requirements.

Section 6.2, IWTS General System Requirements

Describes the requirements that apply to all aspects of the IWTS services.

Section 6.3, IWTS Services' Telephone System

Details the requirements of the IWTS services' telephone system configuration, operation, installation, capacities and facilities.

Section 6.4, IWTS Live Monitoring Terminals

Describes the IWTS physical and functional requirements that are to be provided to the CDCR staff for monitoring IWTS inmate/ward calls.

Section 6.5, CDCR IWTS Investigative System

Describes the IWTS physical and functional requirements that are to be provided to the CDCR staff for monitoring and investigating IWTS inmate/ward calls.

Section 6.6, CDCR IWTS Administrative Control

Describes the requirements associated with provisioning the tools and functionality necessary for CDCR staff to properly monitor inmate/ward calls, investigate the use of the system, and manage the IWTS services from an administrative perspective.

Section 6.7, IWTS Data Management

Describes the requirements for IWTS database management and control.

Section 6.8, IWTS Service, Support, and Maintenance

Describes the requirements associated with training, documentation, preventive maintenance, and ongoing maintenance for all IWTS software and hardware provided by the Prime Contractor.

Section 6.9, IWTS Tools and Reports

Describes the various types of IWTS tools and reporting requirements including program management reports, call detail reports, summary reports, service reports, and others.

Section 6.10, IWTS Financial Reports

Describes the specific reports that the Prime Contractor shall provide the State regarding billing and revenue during the Contract term.

Section 6.11, IWTS Web Site Portals

Describes the requirements associated with the public and private web portals to be provided by the Prime Contractor.

Section 6.12, IWTS Service Level Agreements

Identifies and explains the required Service Level Agreements (SLAs) for the business and systems requirements.

Section 6.13, IWTS Business Plan Requirements

Describes the IWTS services' administration process billing requirements, Business Plan elements, and Project Management commitments.

Section 6.14, IWTS Billing Requirements

Describes the IWTS billing options and processes to be provided by the Prime Contractor for the IWTS services.

Section 6.15, IWTS Transition Requirements

Describes transition plans including the IWTS Transition-In, Transition-Out, and termination of the Contract.

Section 6.16, Introduction for Managed Access System Services

Provides an overview of the MAS services technical and operational requirements.

Section 6.17, MAS General Requirements

Describes the requirements that apply to the general aspects of the Managed Access System.

Section 6.18, MAS Functional Requirements

Describes the requirements associated with provisioning the tools and functionality necessary for CDCR staff to properly monitor and manage the MAS from an administrative perspective.

Section 6.19, MAS Security

Describes requirements for the continuous security of the MAS services, including all data, and provide data security procedures.

Section 6.20, MAS Data Management

Describes requirements for database management and control.

Section 6.21, MAS Service, Support and Maintenance

Describes requirements for service, support, and maintenance of the MAS services.

Section 6.22, CDCR MAS Administrative Control

Describes the requirements associated with training, documentation, preventive maintenance, and ongoing maintenance for all software and hardware provided by the Prime Contractor.

Section 6.23, MAS Service Level Agreements

Details the Service Level Agreements (SLAs) that the Prime Contractor will need to maintain while the Contract is in effect.

Section 6.24, MAS Business Plan Requirements

Describes the MAS services' Administration Process, Business Plan Elements, Project Management Commitments, and Acceptance Testing Plan.

Section 6.25, EXHIBITS

Contains all Section 6 Exhibits.

 **Response:** GTL understands and complies.

Global Tel*Link Corporation (GTL) is pleased to respond to this Invitation For Bid.

GTL's Bid Volume 1, Section 3 Technical Response exactly mirrors the structure and numbering scheme of the State's IFB Section 6 Technical Requirements. We provide all requested information and, as appropriate, we provide comprehensive descriptions of our plans and solutions for each sectional topic listed above.



6.1 INTRODUCTION FOR INMATE/WARD TELEPHONE SYSTEM SERVICES

6.1 INTRODUCTION FOR INMATE/WARD TELEPHONE SYSTEM SERVICES

Bidder's response block added per Addendum 3

The California Department of Corrections and Rehabilitation (CDCR) is the primary user of the IWTS/MAS Contract and has various types of correctional facilities and field offices located throughout the State of California. Exhibit 6-C1, Adult Institution IWTS Locations through Exhibit 6-I, New CDCR Field Office IWTS Locations and Anticipated Equipment, includes the current and anticipated CDCR locations, addresses, and telephone numbers in addition to the quantities of IWTS equipment that are anticipated to be deployed at each facility.

IWTS call volumes by call types are included in Exhibit 6-K1, CDCR 2008 IWTS Call Volume by Call Type, Exhibit 6-K2, CDCR 2009 IWTS Call Volume by Call Type and Exhibit 6-K3, CDCR 2010 IWTS Call Volume by Call Type. Additionally, Exhibit 6-L1, CDCR 2009 IWTS Call Volume by Facility and Exhibit 6-L2 CDCR 2010 IWTS Call Volume by Facility provide a historical view, by CDCR facility, of the number of calls and billable minutes during calendar years 2009 and 2010. IWTS international call volume by country are included in Exhibit 6-M1, CDCR 2009 IWTS International Call Volume by Country by Month, and Exhibit 6-M2, CDCR 2010, IWTS International Call Volume by Country by Month. The Prime Contractor will accept full risk with respect to State required deployment requirements and billable call volumes.

The State seeks a Prime Contractor maintained telephone calling system. This system will allow for multiple calling options, multiple payment options, and associated investigative, live monitoring and control systems. The Prime Contractor's installation of fully functioning IWTS services shall be completed no more than 12 months following Contract award. The IWTS services shall minimize the demands of State personnel through innovative use of technology and streamlined processes. The responsibilities of the State are outlined in Attachment 1, Statement of Work (SOW). The responsibilities of the Prime Contractor are described in Section 6.8.1.1, Responsibilities of the Prime Contractor for IWTS.

The Prime Contractor shall engineer, furnish, install, test, and maintain all equipment, software, and cabling to interconnect devices required for the proper functionality of the IWTS. The Prime Contractor shall transfer ownership of all telephones, enclosures, associated cabling, and cut-off switches to the State at the end of the Contract under terms and conditions of Section 6.13.9.2, IWTS Transition-Out Plan.

The Prime Contractor shall plan and implement a phased integration of the new IWTS without impacting the normal daily operation of the existing IWTS. The CDCR Operations Manager and the Prime Contractor will work together before finalizing installation and transition schedules. The Prime Contractor shall be responsible for all costs associated with implementation of the IWTS services, including Transition-In costs associated with the new installation or conversion of telephone instruments, associated equipment and/or software, and telephone enclosures.

The IWTS services will be deployed in institutions within a custodial environment; therefore certain security requirements are enforced. Site access and rules associated with working in a custodial environment are described in Exhibit 6-A, Special Correctional Environment.

The current IWTS services will remain operational until transition and acceptance of the IWTS services at each CDCR facility. The Prime Contractor will make every effort to ensure a smooth, safe, and timely transition.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL Response: GTL understands and complies.

As prime contractor GTL proposes a phased integration of our centralized IWTS Solution without impacting the normal daily operations of the existing IWTS. We will engineer, furnish, install, test, and maintain all equipment, software, and cabling to interconnect devices necessary for full functionality of the new IWTS Solution. We will provide all new system hardware, new telephones, IWTS system hardware and associated software, as well as the installation, administration, service, support, and maintenance required. We have carefully read the entire Invitation for Bid and, in this Volume 1, Section 3, we describe how our IWTS Solution's comprehensive suite of features for call control and management, digital recording, live and remote monitoring, and reporting capabilities meet or exceed the technical and functional requirements of the IFB.

GTL's IWTS Solution includes, among other components and functionalities:

- Telephones and associated hardware used by inmates and wards;
- Network services to support the IWTS calling requirements;
- Call setup, announcements, and control functions;
- Call costing mechanisms;
- Called party billing services;
- Called party support services;
- Live Monitoring Terminals and Investigative Workstations used by CDCR authorized users;
- Call monitoring and recording capability;
- Network services to support the live monitoring, investigative and administrative requirements;
- Database management of the call records and recorded conversations;
- Support and training for CDCR authorized users of the IWTS;
- Our installation of a fully functional IWTS will be completed in no more than 12 months following Contract award.



6.1.1 IWTS REQUIREMENTS OVERVIEW

6.1.1.1 IWTS Designation of Requirements Overview

Bidder's response block added per Addendum 3

All requirements in this Section 6 are Mandatory and are pass/fail. A "Fail" will result in a Final Bid being deemed nonresponsive and, therefore, will be disqualified. Answering "No" to any of the Mandatory requirements will result in a Final Bid being deemed nonresponsive and, therefore, will be disqualified.

The Prime Contractor shall provide all Mandatory requirements at no cost to the State.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

At no cost to the State, GTL will provide solutions that meet or exceed all mandatory requirements.

6.1.1.2 IWTS Bidder's Documentation Requirements

Requirement revised and bidder's response block added per Addendum 3

Bidder's response to specific IFB requirement shall include drawings, plans and diagrams where required that further describe the details of their response for each technical requirement in Section 6, Technical Requirements.

"Yes" responses to technical requirements shall be specifically described within the "Description" portion of the response. Additional information may be provided in accordance with the bid format described in Exhibit 8-B, Technical Response Format Requirement. Manufacturer's literature is only acceptable when it is specific to the Bidder's response.

Requirements that state the "Bidder shall provide" mean that the Bidder must fulfill the specific requirements and submit with the response. Requirements that state the "Prime Contractor shall provide" mean that the responsibility to fulfill the requirements are the responsibility of the Prime Contractor after Contract award.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:



GTL responds to each specific IFB Section 6 requirement and when applicable includes drawings and diagrams that further explain and illustrate the details of our solution. As permitted by Exhibit 8-B Technical Response Format Requirement, when applicable, additional literature is also included in **Volume IV Literature** and clearly referenced in our response to the given requirement.

6.1.1.3 Pacific Time

Bidder's response block added per Addendum 3

Requirements to time shall be displayed in Pacific Time (PT).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

Time displays in GTL's IWTS will reflect Pacific Time.

6.1.1.4 Special Correctional Environment

By their nature, correctional facilities require a high level of security 24-hours a day, seven (7) days a week. Because of this need to maintain security, all potential Bidders must be aware of the regulations regarding access to install or maintain equipment at the institutions. The rules and procedures associated with access and performance in this special environment are provided in Exhibit 6-A, Special Correctional Environment. Access and project schedules are subject to change without notice that may be a result of lockdowns or other access limitations at one (1) or more correctional facilities.

The Prime Contractor will be responsible for implementing services that will operate in the existing environment. The CDCR provides no guarantee that the current institutional environments will remain the same.

The CDCR reserves the right to do other work on or near the transition or installation of the IWTS services. The Prime Contractor and any Subcontractor(s) shall cooperate with other contractors and suppliers. The Prime Contractor shall schedule, conduct, adjust, correct, and coordinate work so as to facilitate work by others and prevent delays.

The State or public agency shall be responsible for the remediation of any asbestos and/or lead-based paint that may be discovered. If the Prime Contractor or any Subcontractors find any presence of asbestos and/or lead paint, they are to notify the CDCR Operations Manager immediately.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

All GTL and GTL-subcontractors (GTL personnel) will be aware of and will comply with the stringent standards and regulations at each correctional facility to ensure the safety and security of all persons and property, including but not limited to the following:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



6.2 GENERAL SYSTEM REQUIREMENTS



6.2 IWTS GENERAL SYSTEM REQUIREMENTS

These requirements apply to support and functionality of the IWTS services.

6.2.1 CONTRACT ADMINISTRATION FEE

After completion of the Transition-In phase and for the remaining term of the Contract, an annual Contract Administration Fee of \$800,000 will be payable by the Prime Contractor, in monthly increments of \$66,666.66 due on the last day of each month in arrears via wire transfer to cover the State contract management responsibilities and services. The State will provide the Prime Contractor the name and account information for the purpose of receiving these funds.

Payments that are late by more than 30 calendar days without prior approval by the State representative will be subject to a financial penalty of one and one-half percent (1.5%) per month of the administration fee payment balance due. Successive late payments or late submission of reports will be subject to service level agreement remedies as described in Section 6.12.4, IWTS Administrative Service Level Agreements.

During transition periods (in and out) of the Contract, a pro-rated portion of the \$800,000 Contract Administrative Fee will be assessed on a per-site basis. A pro-rated amount of the Contract Administration Fee will be applied to each site to determine the site's portion of the annual fee. The pro-rated Contract Administration Fee will be calculated from the site total conversation minutes as a percentage of the total contract conversation minutes from the State fiscal year baseline 2010, as identified in Exhibit 6-L2, CDCR 2010 IWTS Call Volume by Facility. The Contract Administration Fee will be due within 30 calendar days of written acceptance, by the CDCR Operations Manager, after successful cutover of the site. This pro-rated Contract Administration Fee will be paid monthly, in arrears, until all CDCR IWTS facilities are successfully cutover.

The following example, including Table SOW-1 Contract Administration Fee Calculation – Site specific Pro-rated Fee, reflects the calculation of the Contract Administration Fee during transition phases.

Table SOW-1 Contract Administration Fee Calculation – Site specific Pro-rated Fee		Acronym
\$800,000	Total Contract Administration Fee	TCAF
5,276,444	2010 IWTS Call Volume Location Annual Total Minutes Example: Avenal State Prison (ASP)	LATM
99,666,347	2010 IWTS Statewide Annual Total Minutes	SATM
5.2941%	Site Percentage (for Avenal of 2010 Statewide Annual Total Minutes)	SP
\$42,352.80	Site Annual Fee Portion (of Annual \$800,000 Administrative Fee for ASP)	SAFP
\$3,529.40	Site Monthly Fee Portion (for ASP)	SMFP

- 1) Divide the 2010 IWTS Call Volume Location Annual Total Minutes (LATM) for ASP by the 2010 IWTS Statewide Annual Total Minutes (SATM), to determine the ASP Site Percentage (SP).

$$\text{LATM divided by SATM} = \text{SP}$$



- 2) Multiply the \$800,000 Total Contract Administration Fee (TCAF) by the SP to determine the Site's Annual Fee Portion (SAFP) of the Contract Administration Fee.

$$\text{TCAF} \times \text{SP} = \text{SAFP}$$

- 3) Divide the SAFP by 12 to determine the Site's Monthly Portion (SMFP) of the Contract Administration Fee.

$$\text{SAFP divided by 12} = \text{SMFP}$$

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 **Description:**

GTL will pay the State an annual administration fee of \$800,000 in monthly increments of \$66,666.66 paid by the last day of each month. We understand that this fee will cover the Office of the State Chief Information Officer (OCIO) contract management responsibilities and services. GTL will make these monthly payments to the account designated by the OCIO.

GTL understands that a financial penalty of one and one half percent (1.5%) per month of the administration fee will apply if fee payments and/or reports are late by more than thirty (30) days, except with prior approval of the OCIO representative, and that successive late payment or late submission of reports will be subject to service level agreement remedies.

GTL also understands and will abide by the process in this Section 6.2.1 during the transition-in period and the transition-out period.

6.2.2 IWTS CUSTOMER REFERENCES

The Bidder shall provide five (5) IWTS Customer References from paying IWTS customers external to the Bidder's organization that have received services similar to the requirements of this IFB for 12 consecutive months within the last three (3) years. At least two (2) of the customer references must be from federal or state department of corrections' facilities. "Similar services" for the purposes of customer references for this solicitation means that the services provided to a site must have included at least 40 inmate/ward telephones. Each Bidder's reference must complete Exhibit 6-B, IWTS Customer Reference Form, return to the State as indicated and include a contact name, phone number, and e-mail address.

The purpose of the Customer References is to provide the State with the ability to verify claims made in the response by the Bidder, and to ensure that the Bidder has a proven track record of providing the desired services in a satisfactory manner.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

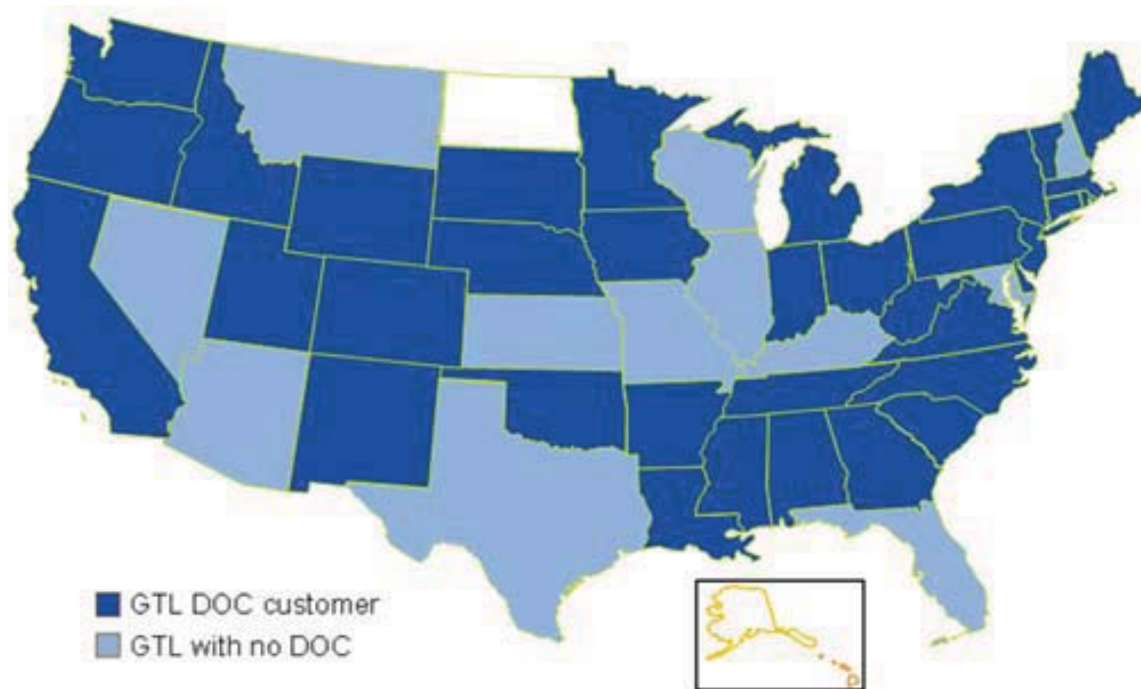
Location _____ page _____ paragraph _____

 Description:

Each GTL reference has received, completed, and will submit to the State an Exhibit 6-B IWTS Customer Reference Form on behalf of GTL.

GTL provides inmate calling services and offender management solutions for customers nationwide, serving over 1,900 facilities and 1.1 million inmates in 47 states. GTL system installations vary in scope and size as well as contract length. GTL provides services for 33 state DOC contracts including 14 of the largest 20; and over 800 counties including 33 of the 50 largest. GTL also provides service to the Federal Bureau of Prisons. Global Tel*Link has an ever growing client base because of the exceptional service, superior products, and revenue we provide our customers. The graphics below clearly demonstrate the breadth of our customer relationships both in number of states in which we provide service as well as number of inmates served.

GTL's Nationwide Customer Presence



6.2.3 IWTS COMPLIANCE

Requirement revised per Addendum 7

The IWTS services shall comply with all regulatory requirements imposed by local, state, and federal regulatory agencies and any legislative requirements imposed throughout the term of this Contract.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

Upon implementation and throughout the term of the contact, GTL's IWTS services will comply with all applicable regulatory requirements imposed by local, state, and federal regulatory agencies.

6.2.3.1 IWTS Local, State, and Federal Statutory and Regulatory Compliance

Requirement revised per Addendum 7

The Prime Contractor shall comply with all statutory and regulatory requirements imposed by local, state, and federal regulatory agencies for all systems and services provided throughout the term of this Contract. The Prime Contractor shall work with the State to implement any changes within 12 months of the regulation effective date or as dictated by the statute at no cost to the State and no increase in rates to the called parties.

The Prime Contractor shall make all system modifications necessary to allow inmates/wards to place telephone calls as industry dialing requirements change.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL will comply with all regulatory requirements imposed by local, state, and federal regulatory agencies for all systems and services provided throughout the term of this Contract. GTL will work with the State and implement changes within twelve (12) months of the regulation effective date at no cost to the State and no increase in rates to the called parties.

GTL will make any and all system modifications necessary to allow inmate/wards to place calls as industry dialing requirements change. GTL subscribes to a monitoring service which provides daily updates to area code changes and additions as well as new exchanges. This service allows GTL to upload these changes and additions into the IWTS rating and routing files in a timely manner so that inmate/wards may place calls to new or changed area codes and exchanges.



6.2.3.2 IWTS Legislative Compliance

Requirement revised per Addendum 7

The Prime Contractor shall comply with all legislative requirements imposed by the State for all systems and services provided throughout the term of this Contract. The Prime Contractor shall work with the State to implement any changes within 12 months of the legislation's effective date or as dictated by the statute.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

GTL will comply with all legislative requirements imposed by the State for all systems and services provided throughout the term of this Contract. We will work with the State and implement changes within twelve (12) months of the legislation effective date.

6.2.4 IWTS HARDWARE ENGINEERING DOCUMENTATION

The Prime Contractor shall provide engineering specifications for all major hardware components used to meet the requirements of this Contract. These engineering specifications shall provide an explanation of each component's capability to adequately perform the IWTS requirements. Any future changes to the hardware or a component's configuration shall be documented and provided to the State for approval prior to implementation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference (document): IWTS Hardware Specifications

Location: Volume IV Literature *Page:* IV-6 *Paragraph:* _____

Reference (document): IWTS Telephone Equipment Specifications

Location: Volume IV Literature *Page:* IV-17 *Paragraph:* _____

Description:

GTL provides detailed engineering specifications for all major hardware components of the IWTS in **Volume IV Literature** at the locations noted above. Below we describe the on-site equipment and offsite data storage servers. Any future changes to the hardware or a component's configuration will be documented and provided to the State for approval prior to implementation.

GTL IWTS Call Processor

Global Tel*Link (GTL) is the exclusive provider of our GTL IWTS call processor, which is designed, manufactured, maintained, and upgraded by GTL. Each call processor is built and



customized to meet the exact needs of each our clients and offers an unmatched range of benefits to its users. The GTL IWTS combines the reliability of commercial hardware with the flexibility of a customized solution to integrate core inmate calling applications with cutting edge value adding features.

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]



Uninterruptable Power Supply (UPS)

An uninterruptible power supply (UPS) unit protects the IWTS equipment against power surges and spikes and provides temporary power for the entire system in the event of a power failure at the facility. UPS units will be sized appropriately for the equipment at each facility and will be capable of providing auxiliary power to the IWTS for the required amount of time, for example thirty minutes, which is usually enough time for facility's emergency generator to take over. In the absence of an emergency generator, upon expiration of the UPS, the system performs a safe shutdown to protect data. Once power is restored the system will reboot without human intervention and resume normal operations.

Anytime the system is completely without power (commercial, generator, or UPS), all trunk lines used by the telephone system and all inmate/ward telephones are completely inoperable, insuring that inmates or wards cannot make un-supervised calls during a power outage.

Ancillary Hardware

The following list includes some of the ancillary hardware that may be installed during the implementation of the IWTS. All cabling will be pre-approved by the CDCR and will comply with industry standards and/or regulatory agency guidelines. Cabling will traverse pre-existing conduit runs where available or as determined through the site survey. All cabling will be labeled appropriately and hidden and secured per industry standards. Any internal line quality issues identified by GTL will be reported to CDCR at the end of each site survey for scheduling of appropriate repair or upgrades. All repairs will be done at no cost to CDCR.

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



After installation all extension cabling, old equipment, and unused components will be removed and the workspace will be returned to its pre-existing condition.

NOTE: Due to the rapid evolution of system and phone hardware, GTL reserves the right that equivalent or upgraded models may be substituted during system installation.

Inmate/Ward Telephones

The telephone and system equipment installed by GTL fully complies with CDCR's technical and functional requirements and meets all applicable industry standards and regulations.

GTL's standard inmate/ward telephone has a sturdy compact design. Constructed with heavy-duty, seamless stainless steel, this streamlined phone is a totally secure unit, ideally suited for prisons and jails. The housing is tamper and water resistant to the highest degree, and can only be opened with a special security tool. Telephones are flush mounted to the wall. Each is equipped with a stainless steel, braided security lanyard inside the armored cord designed to handle up to 1,000 pounds of pull resistance - extremely resistant to stretching and breaking. Inmate/ward telephones can be mounted on wheeled-carts for portability.

GTL's inmate/ward telephones are compliant with Americans with Disabilities Act (ADA), providing hearing aid compatibility and volume control. When necessary, inmate/ward telephone handsets may be cradled in TDD units to permit severely hearing-impaired inmates to communicate with others through the inmate/ward telephone system, not only complying with the ADA



GTL INMATE/WARD TELEPHONE



CT-410-SS-VC-18

CT-410 Mini

Housing: High Security, 14 Gauge, Stainless Steel
Size: 11 1/2"H x 5"W x 2 1/2"D
Hookswitch: Magnetic or Micro Switch
Volume Control: Technician Set or Optional External Button
External Volume Control Button Meets ADA
Hearing Aid Compatible Meets EIA-RS-504
Sidetone Reduction: Built-in Confidencer Function
Connections: Modular
Keypad: Heavy Chrome Metal
Handset: Armored Cord with Steel Lanyard and Heavy 14 Gauge Steel Retainer
Instruction Card: 1 3/4"H x 4"W
Conformal Coating: Protects components for Outdoor Use
Meets FCC Part 68 and Bellcore TR-TSY-000450
Meets Waterspray test Bellcore TR-TSY-000456 7.2
Line Powered: No A/C power required
Mounting: Mounts directly to wall, or to a Model TM-4000-BB / TM-4500-BB Backboard or to an existing 178A Backboard with adapter Model TM-178A-ADP-400.
FCC Registration: US: 1U8TENANCT

TDD/TTY UNITS

GTL will provide the required number of TDD/TTY devices at locations specified by CDCR. Among others, Ultratec TDD/TTY units are compatible with the IWTS. GTL will be pleased to provide any compatible model preferred by CDCR. We recommend and propose the Ultratec Superprint 4425 which is portable and has the required features:

- Acoustic coupler accepts both circular and square telephone handsets;
- Turbo Code and Auto IDTM;
- Tone or pulse dial;
- Direct connect (with 2 jacks) to standard analog telephone line;
- Sticky key feature (for single-handed typing); and,
- Built-in, 24-character printer with 3 selectable print sizes.

Plus:

- Date/time printed at the beginning of each call;
- 32k memory;
- Arrow keys for easy review of memory;

The Ultratec Superprint 4425 can be carried to any location where an inmate station port and AC power are present.

17 Inch Flat Panel Color Monitor Non-Glare:

- Dell Ultra Sharp E170S Flat Panel Color Monitor
- Non-Glare LCD Display
- Diagonal Size 17"
- Max Resolution 1280 x 1024
- 24-bit Color Support (16.7 million colors)
- 5ms Response Time
- Display Adjustment Positions for Height and Tilt
- Inputs for DVI-D and VGA
- Energy Star Compliant

External Boom Type Microphone:

- Logitech USB Desktop Microphone
- Digital USB Plug and Play Connection
- Noise-Cancelling Microphone
- Power Switch w/ Lighted Indicator
- Mute Switch for More Control
- Adjustable, Pivoting Boom
- Eight Foot Shielded Cord

Wired Headset with Volume Control:

- Koss QZ99 Stereophonic Headphones
- Passive Noise Reduction
- Volume Control on Ear Cup
- Stereo/Mono Switching Capability
- Durable Design for Indoor/Outdoor Use
- 3.5mm Connector
- 8 Foot Shielded Cable
- Stereo Sound

External Speakers with Volume Control:

- Altec Lansing VS2620 Stereo PC Desktop Speakers
- Separate Power, Volume and Tone Controls
- Dual 3" Speaker Drivers in Each Speaker
- Secondary Input Jack for Portable CD, DVD or MP3 Player
- 8"H x 5"W x 4"D

Color Printer:

- HP Deskjet 3000 Inkjet
- Up to 20 PPM Black / 16 PPM Color
- Up to 600 dpi Resolution Black



ON-SITE DATA STORAGE UNIT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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6.2.4.1 IWTS HARDWARE ENGINEERING DOCUMENTATION

Requirement added per Addendum 3

If the Bidders or Prime Contractor require additional site specific information, the Bidder shall submit a written request to the procurement official using Exhibit 1-H, Request for Information. The Prime Contractor shall submit a written request to the CDCR Operations Manager using SOW Exhibit G, Request for Information. The State will evaluate the request to ensure there is no risk to security before releasing the information.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

Should GTL require additional site specific information during the bidding process or after contract award, we will submit a written request to the procurement official using Exhibit 1-H, Request for Information. We will also submit a written request to the CDCR Operations Manager using SOW Exhibit G, Request for Information.

6.2.5 IWTS IN-USE REQUIREMENTS

All IWTS components shall meet the State's IWTS In-Use Requirements, as described in this section, by the Final Bid due date as stated in Section 1.6, Key Action Dates.

6.2.5.1 IWTS Hardware

All IWTS hardware components installed by the Prime Contractor must have been installed, in productive use, and in a substantially similar proposed configuration by a paying customer external to the Prime Contractor's organization, for a minimum of six (6) months prior to the Final Bid due date. Additionally, all hardware proposed after Contract award shall meet the same In-Use Requirements.

All IWTS proposed hardware must be new and the latest model in current production and meet customer functional requirements. Used, shopworn, refurbished, demonstrator, prototype or discontinued models are not acceptable for installation.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

All of the hardware components proposed with GTL's IWTS have been in use for more than six months at other corrections institutions that are substantially similar to CDCR. GTL proposes to provide all new hardware at CDCR sites which will be the latest models in current production and will meet functional requirements.

6.2.5.2 IWTS Software

Requirement revised per Addendum 3

IWTS software proposed by the Bidder must have been installed and in productive use, in substantially the proposed configuration and size by a customer external to the Bidder's organization, for a minimum of six (6) months prior to the Final Bid due date. Additionally, all software proposed by the Prime Contractor after Contract award shall meet the same In-Use Requirements.

The only exception to this requirement is report software, which may require development for the express purpose of providing reports specific to this Contract. However, report software similar to that required shall be evaluated using the six (6) month In-Use Requirement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

Our proposed centralized **GTL IWTS** platform software is currently installed and operating at hundreds of client facilities and has been in productive use by many for more than six (6) months. The software we use to generate custom reports for CDCR and other large DOCs has been in-use for longer than six months. As needed, we will be able to develop new custom reports for CDCR using this software. Additionally, the GTL IWTS provides unique report customizing tools that make it easy for authorized CDCR personnel to generate ad hoc and custom reports.

6.2.5.2.1 IWTS Software Licenses

The Prime Contractor shall possess and document all software licenses necessary to legally operate the IWTS. The Prime Contractor shall own and maintain all software for the term of the Contract.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

GTL is the designer and manufacturer of the **GTL IWTS** software we propose. We own and will maintain this software for the life of our Contract with CDCR. GTL also possess and will maintain licenses for any and all third-party software applications (e.g. Windows operating system, et cetera) that are used in our IWTS Solution.

6.2.6 IWTS DOCUMENTATION REQUIREMENTS

6.2.6.1 IWTS Documentation

The Prime Contractor shall provide hard and soft copies of all documentation. All written documentation shall be provided in Microsoft Office Word 2003 or newer and Adobe Acrobat 7.0 Professional or newer. Electronic drawings shall be provided in Adobe Acrobat (.pdf) format or AutoCAD Reader 2010 version 18 release 24 or newer as specified by the CDCR Operations Manager. The Prime Contractor shall validate with the CDCR Operations Manager prior to the delivery as to the acceptable software versions.

The Prime Contractor shall ensure all documentation is indexed, searchable, and available on the hosted web-based application.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

GTL understands that hard copies as well as electronic (soft) copies of all documentation are required. All written documentation will be provided in Microsoft Office Word 2003 or newer and Adobe Acrobat 7.0 Professional or newer. Electronic drawings will be provided in Adobe Acrobat (.pdf) format or AutoCAD Reader 2010 version 18 release 24 or newer as specified by the CDCR Operations Manager. GTL will validate with the CDCR Operations Manager prior to the delivery as to the acceptable software versions. All documentation will be available in an indexed and searchable format from GTL's hosted web-based application.

6.2.6.2 IWTS Types of Pre-Installation Documentation

Unless otherwise stated, the following drawings and/or diagrams shall be delivered to the CDCR at least 30 calendar days prior to installation at each CDCR facility.



The Prime Contractor shall provide hard and electronic copies of the drawings to include one (1) half size, one (1) full size, and/or diagrams to the CDCR Operations Manager prior to the beginning of work at each installation site. These drawings and/or diagrams shall be subject to approval by the CDCR prior to the commencement of work. Such approval does not relieve the Prime Contractor from the responsibility of meeting all requirements of the Contract. All drawings and/or diagrams that contain special symbols either of a product or technically specific nature shall contain legends denoting the meaning of the symbols.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

At least 30 calendar days prior to beginning work at any facility GTL will submit hard and electronic copies of the required pre-installation documentation to the CDCR Operations Manager.

GTL will provide hard and electronic copies of the drawings to include one (1) half size, one (1) full size, and/or diagrams to the CDCR Operations Manager prior to the beginning of work at each installation site. Drawings or diagrams that include symbols will include a legend that clearly defines the symbols used. Any planned alterations to existing structures will be indicated in GTL's design document by "clouding" the design document to show both the original structure and the alterations planned.

GTL does not anticipate a significant number of changes to CDCR facility structures as we convert each site to the latest centralized GTL IWTS components. This will be confirmed via site surveys following contract award.

6.2.6.3 IWTS As-Built Documentation Requirements

In instances where the actual installation deviates from the model system drawings and diagrams, the Prime Contractor shall notify the CDCR Operations Manager of the deviation and provide drawings and diagrams appropriate to the installation (as-builts), one (1) full size, one (1) half size, and one (1) electronic.

The delivered drawings and diagrams must reflect all changes made during the installation. The Prime Contractor shall identify the changes by "clouding" the original design to show both the original design and the alterations made.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 **Description:**

Should GTL's installation deviate from the submitted model system drawings and diagrams, we will notify the CDCR Operations Manager and provide drawings and diagrams appropriate to the installation (as-builts), one (1) full size, one (1) half size, and one (1) electronic. The delivered drawings and diagrams will reflect all changes made during the installation. GTL will identify the changes by "clouding" the original design to show both the original design and the alterations made.

6.2.6.4 IWTS Documentation Availability

The Prime Contractor shall develop and maintain current hardcopy and secure web-based documentation of each manual necessary for the IWTS and make the documentation available to CDCR Operations Manager upon request. The Prime Contractor shall explicitly define how the IWTS web-based documentation functionality will be delivered.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 **Description:**

GTL will develop and maintain hard-copy and on-line IWTS system manuals and all other required or requested documentation, which will be made available to the CDCR Operations Manager upon request.

An appropriate number of hard-copy IWTS User Manuals will be delivered to CDCR sites prior to the training sessions scheduled to follow system installation at each site. For the life of the contract, the User Manual will be available to authorized users on-line through the IWTS user interface program.

The IWTS User Manual and other required documentation will also be available for viewing and download from a **private web portal** created and maintained by GTL specifically for the CDCR. Only staff approved by CDCR will have access to the private web portal.

6.2.6.5 Quantity of Documentation

Unless otherwise specified, three (3) copies of all written documentation shall be provided to the CDCR Operations Manager.

Three (3) copies of electronic drawings shall be in AutoCAD Reader 2010 Version 18 release 24 or newer (.dwg), and Adobe Acrobat (.pdf) will be delivered on CDs to the CDCR Operations Manager.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

Unless otherwise directed, GTL will provide three (3) copies of all written documentation to the CDCR Operations Manager. Three (3) copies of electronic drawings will be provided in AutoCAD Reader 2010 Version 18 release 24 or newer (.dwg), and Adobe Acrobat (.pdf) will be delivered on CDs to the Operations Manager.

6.2.6.6 State Property

Upon delivery, all documentation shall become the property of the State. The Prime Contractor must include a copyright release specifically allowing authorized State staff assigned to the IWTS to reproduce copyrighted documentation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

Upon, delivery all documentation that GTL delivers to the state becomes the property of the State. GTL hereby provides a copyright release that will permit the authorized state staff assigned to the IWTS to reproduce GTL copyrighted documentation. 6.2.7 IWTS

ACCURATE TIME AND DATE

The IWTS service shall maintain accurate Pacific Time (PT) and date stamping in a consistent manner for all CDCR IWTS sites. The accurate PT and date shall be distributed to all IWTS network nodes using or displaying the date and time of day. The system shall use a single standardized time source such as the Official U.S. time and update to that source at least once per day as well as upon power up conditions. All date and time elements in all reports, records, and data components generated by the IWTS shall reference PT. Date and time elements shall not vary more than one (1) second from any one (1) source to any other source across any local or wide area network component.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

[Redacted]

[Redacted]

6.2.8 IWTS DAYLIGHT SAVING TIME

Software shall automatically adjust for California daylight saving time changes that occur twice a year. These changes shall be accomplished without causing interruption to IWTS service operations and shall be done automatically at the exact time of change.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL's IWTS automatically adjusts its internal clock (which is regularly synchronized with the Fort Morgan Atomic clock) to reflect the appropriate time zone for each of our client facilities, including adjustments for daylight savings time. The transition into and out of California daylight savings time will occur automatically, without any interruption of service, at the exact time of change.

6.2.9 IWTS CABLE AND WIRING

Bidder's response block added per Addendum 3

[Redacted]



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

As allowed by the State, where available, GTL will use existing cabling for the IWTS. We understand that the State retains sole responsibility for performing any changes to the installed physical plant infrastructure such as wiring and conduits. Should an issue with the existing cabling upon which the IWTS depends develop or become apparent during the course of the Contact, GTL will immediately report this to the CDCR Operations Manager.

6.2.9.1 IWTS CAT3 Horizontal Wiring Compatibility Requirement

The CDCR provided wiring will be rated at a minimum CAT3. The Bidder's proposed IWTS service shall be capable of providing all data and voice services over the existing State provided CAT3 wiring.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

Our proposed GTL IWTS Solution will be capable of providing all data and voice services over the existing State-provided CAT3 wiring.

6.2.9.2 IWTS Signal Amplification Requirements

The Prime Contractor shall provide all signal amplification equipment necessary to send and receive signals across IWTS facilities provided wiring.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

GTL will provide all signal amplification equipment necessary to send and receive signals across the IWTS facilities provided wiring.



6.2.9.3 IWTS Special Cabling Requirements

The Prime Contractor shall furnish and install any additional cabling that requires a rating higher than that provided by the existing cabling. This shall include any distribution, riser or station cabling.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

GTL will furnish and install any additional cabling that requires a rating higher than that provided by the existing cabling. This will include any distribution, riser or station cabling.

6.2.9.4 Connecting Equipment for IWTS

The Prime Contractor shall provide all wiring and cabling necessary to interconnect the equipment to the jacks, distribution blocks, and Minimum Point of Entry (MPOE) in the designated telecommunications rooms and designated termination points. All other distribution and campus wiring will be provided by CDCR.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

All wiring and cabling necessary to interconnect GTL's equipment to the jacks, distribution blocks, and MPOE in the telecommunications rooms and designated termination points at each CDCR facility will be provided, installed and maintained by GTL. All wiring will be installed neatly and labeled appropriately relative to ownership, purpose or other identification that will readily identify the cable and its use. All other distribution and campus wiring will be provided by CDCR.



6.2.9.5 IWTS Industry Standards

All Prime Contractor installed wiring and cabling infrastructures for the IWTS shall meet current Building Industry Consulting Services, International (BICSI International Cabling Standard) best practices. All IWTS wiring and cabling shall be concealed, to the extent possible, from plain view. All cables, wires and equipment shall be firmly held in place. Fastenings and supports shall be adequate to support the loads with ample safety factors based upon such factors as seismic zone. For specialized installation areas where security is a consideration, the Prime Contractor shall meet CDCR's cabling requirements (located in Bidder's Library) to ensure a secure installation.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

Any cabling and wiring installed by GTL will meet all current and applicable standards and best practices, including those of BICSI International Cabling Standard and any special CDCR requirements for cabling and wiring in areas of facilities where security is a concern. GTL ensures that cables and wires are firmly held in place and to the degree possible concealed from view. All fasteners and supports will be sized appropriately for both load and seismic zone requirements taking into consideration the type mounting available for the application. When appropriate, GTL will use flexible couplings in long conduit runs to reduce the risk of the conduit breaking during seismic activity.

6.2.10 IWTS POWER REQUIREMENTS

The IWTS shall be capable of recovering from a power outage automatically or remotely once power is restored.

The Prime Contractor is advised that the CDCR facilities perform tests of the backup generators at least once per month. During this testing the power will be temporarily disabled throughout the correctional facility, including the telecommunications room.

The Prime Contractor shall provide all equipment necessary to maintain 100% functionality for the IWTS for a minimum of 30 minutes. Outages resulting from backup generator testing will not be considered a stop clock condition in calculating Service Level Agreements (SLAs).



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted description text]

[Redacted description text]

6.2.10.1 IWTS Conditioning Equipment
Requirement revised per Addendum 7

The Prime Contractor shall provide electrical conditioning and protection, such as Uninterruptable Power Supply (UPS) and surge protection strips to protect all IWTS equipment against electrical surges, reduced voltages, and/or poor electrical qualities provided from the correctional facility. Any changes to the physical structure of a correctional facility, required for the installation of conditioning and protection devices, must first be approved by and coordinated with the CDCR Operations Manager. The Prime Contractor shall submit SOW, Exhibit F, IWTS/MAS Contract Change Request.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted description text]

[Redacted description text]



[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

6.2.11 IWTS COMMUNICATION LINKS TO PUBLIC NETWORKS

Communication links that utilize public networks, if any, shall be protected. All necessary security functions shall be enabled to protect sensitive information while being processed or transferred.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

[Redacted text block]

[Redacted text block]

[Redacted text block]



[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.2.12 IWTS CALLING CARDS AND DEBIT CALLING

The Bidder shall provide an IWTS service that does not require the use of calling cards or debit accounts for inmates/wards to place outgoing calls on the IWTS.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL's IWTS allows inmate/wards to make outgoing calls without the use of calling cards or debit accounts.

6.2.13 IWTS CALL CONTROL SYSTEM CATEGORIES

Requirement revised per Addendum 3

The IWTS service shall provide five (5) categories for Call Control. A description of each category is provided in Exhibit 6-J, IWTS Call Control System Categories. The IWTS Call Control System Categories are defined by their functionality, related

equipment and storage of recordings for the adult and youth facilities. The five (5) Call Control system categories include:

1) Adult Institutions

This IWTS service for Adult Institutions also includes the CDF/DCR Fire Camps that are located on institution grounds (i.e., Cuesta Camp at the California Men's Colony, and Antelope Camp at the California Correctional Center).

- a) The Call Control equipment, Call Detail Records (CDR), and inmate call recordings shall be stored off-site at the Prime Contractor's Primary Database Storage Facility.
- b) The archived CDR and inmate call recordings shall be stored at the Prime Contractor's California Database Storage Facility for the Contract term.
- c) The IWTS Investigative System Functionality and IWTS Tools and Reports will be performed by using a State computer to access the Prime Contractor hosted web-based application.
- d) The Live Monitoring Terminals and IWTS Live Monitoring Terminal Network will be provided by the Prime Contractor.
- e) Cut-off switches shall be installed at Adult Institutions

2) Adult Camps and Youth Camps

- a) This IWTS service for Adult and Youth Camps shall have the Call Control equipment, CDRs, and inmate/ward call recordings stored off-site at the Prime Contractor's Primary Database Storage Facility.
- b) A copy of the current CDR and inmate call recordings shall be stored on-site for 60 calendar days.
- c) The archived CDR and inmate/ward call recordings shall be stored at the Prime Contractor's California Database Storage Facility for the Contract term.
- d) The Adult and Youth Camps will use an IWTS Investigative Workstation provided by the Prime Contractor to perform the IWTS Investigative Functionality and IWTS Tools and Reports
- e) Cut-off switches shall be installed at Adult and Youth Camps.

3) Community Correctional Facilities (CCF) and Female Offender Program (FOP)

- a) The archived CDR and inmate call recordings shall be stored at the Prime Contractor's California Database Storage Facility for the Contract term.
- b) The IWTS service for Community Correctional Facility (CCF) and Female Offender Program (FOP) Locations shall have the Call Control equipment, CDRs, and inmate call recordings stored off-site at the Prime Contractor's Primary Database Storage Facility.



- c) The CDCR staff will perform the IWTS Investigative System Functionality and IWTS Tools and Reports by using a State computer to access the Prime Contractor hosted web-based IWTS application.
- d) The CCF and FOP Contracted staff will use an IWTS Investigative Workstation provided by the Prime Contractor to perform the Investigative Functionality.
- e) Cut-off switches shall be installed at CCF and FOP locations.

4) Youth Facilities

- a) This IWTS service for Youth Facilities shall have the Call Control equipment, CDRs, and ward call recordings stored off-site at the Prime Contractor's Primary Database Storage Facility.
- b) The archived CDR and ward call recordings shall be stored at the Prime Contractor's California Database Storage facility for the Contract term.
- c) The CDCR staff will perform the IWTS Investigative System Functionality and IWTS Tools and Reports by using a State computer to access the Prime Contractor hosted web-based IWTS application.
- d) Cut-off switches shall be installed at Youth Facilities

5) Field Offices

- a) This IWTS service at Field Offices will not require on-site equipment.
- b) The CDCR Authorized staff will perform the IWTS Investigative Workstation Functionality and IWTS Tools and Reports by using a State computer to access the Prime Contractor hosted web-based IWTS application.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

6.2.14 IWTS NON-CONFIDENTIAL CALLS

All calls made from the IWTS telephones shall be recorded and monitored by default. This applies to calls made to attorneys, public defenders and similar type offices. The CDCR Operations Manager reserves the right to allow non-recorded calls from IWTS handsets to specific phone numbers.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

[REDACTED]

6.2.15 INMATE PERSONAL IDENTIFICATION NUMBERS (PINs)

Requirement added per Addendum 7

The IWTS service shall have the capability to enable the PIN functionality if the State elects to use PINs during the term of the Contract. The Bidder shall provide an IWTS service that does not require the use of inmate/ward Personal Identification Numbers (PINs) to use the system.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____



Location _____ *page* _____ *paragraph* _____

 *Description:*

GTL's IWTS service does not require the use of inmate/ward Personal Identification Numbers (PIN), but PIN functionality is fully integrated into the IWTS platform and ready for use should the State elect to use this PIN capability at any point during the term of the contract.



6.3 IWTS SERVICES' TELEPHONE SYSTEM



6.3 IWTS SERVICES' TELEPHONE SYSTEM

"End-User" refers to the inmate, ward, family or friends who make or receive calls and includes both the calling and called party.

The Prime Contractor shall provide an IWTS services' telephone system by which inmates/wards may place calls to Intrastate (local, InterLATA, IntraLATA), Interstate and International locations. The IWTS Telephone System shall include a standard dialing method and pattern at all correctional facilities throughout the state and not allow calls to 800, 976, special service numbers or any other numbers defined by CDCR Operations Manager. Inmates/Wards shall not have the ability to use calling cards to place calls on the IWTS.

The Prime Contractor will comply with all CDCR policies and regulations that can be found in the CDCR Department Operations Manual and California Code of Regulations, Title 15 at http://www.cdcr.ca.gov/Regulations/Adult_Operations/index.html. These policies include rules specific to the use of telephones by inmates.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL's IWTS allows inmates and wards to place calls to Intrastate (local, InterLATA, IntraLATA), Interstate and International locations. The IWTS will provide a standard dialing method and pattern across the State for all CDCR facilities. GTL's IWTS is pre-programmed to block known disallowed numbers. Prefixes (NXX) such as 800, 900, 950, 976, 411, and 911 are automatically blocked and require no action by facility personnel. Calls to an operator through 0, 00, 10xxx, 950xxx, et cetera are also disallowed. GTL will configure the system to automatically block any other numbers defined by the CDCR Operations Manager.

Inmate/wards will not have the ability to place calls using calling cards. GTL will comply with all CDCR policies and regulations found in the CDCR Department of Operations Manual and all applicable California Code of Regulations Title 15, including Article 3282 Use of Telephones by Inmates.

6.3.1 IWTS TELEPHONE SYSTEM NETWORK REQUIREMENTS

Requirement revised and bidder's response block added per Addendum 3

If additional detailed site specific information is required for engineering the IWTS Telephone System Network, the Prime Contractor shall submit a written request to the CDCR Operations Manager using SOW, Exhibit G, Request for Information. The CDCR Operations Manager will then evaluate the request to ensure that there is no risk to security before releasing the information.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

If GTL requires additional detailed site specific information for engineering the IWTS Telephone System Network, we will submit a written request to the CDCR Operations Manager using SOW, Exhibit G, Request for Information.

6.3.1.1 IWTS Voice Network Design Requirements

Requirement revised per Addendum 3

The Prime Contractor shall design and install a network that provides connectivity to all correctional facilities and supports the capability for statewide CDCR IWTS management and control functions.

The Prime Contractor shall install and test all IWTS local and network equipment, circuits, hardware, security, software and any other components required for a fully operational system.

Bidders shall provide a description of all network components that support the IWTS requirements that include:

- 1) Telephony system;
- 2) Recording storage system (local and remote);
- 3) Administrative data storage and associated transport (local and remote);
- 4) Active monitoring system, if applicable; and,
- 5) Remote access system.

Bidders shall provide one (1) master and seven (7) hard, and three (3) soft copies of the drawings with the Bid response. Electronic drawings shall be in AutoCAD Reader 2010 version 18 release 24 or newer (.dwg) and Adobe Acrobat 7.0 Professional, or newer. Hard copy drawings shall be provided in Standard E-size.

Drawings shall include both topology (including redundancy) and logical representations of all critical elements to include the following:



- 1) Premise equipment type and installation requirements (physical);
- 2) Type and capacity of equipment at each off-site location including any backup systems;
- 3) Circuit size/ bandwidth;
- 4) Circuit type;
- 5) Time Division Multiplexing (TDM) call processing components if applicable;
- 6) Internet Protocol (IP) call processing components if applicable; and,
- 7) Each Call Control system category as described in Section 6.2.13, IWTS Call Control System Categories, and Exhibit 6-J, IWTS Call Control System Categories.

Bidders shall provide a written description of the various forms of protocols used by the system such as T1/E1, IP, Ethernet and Asynchronous Transfer Mode (ATM) and any applicable Quality of Service (QoS).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [IWTS Network Diagrams](#)

Location: [GTL Diagram and Drawings Envelope](#)

GTL Description:

The network structure and components that support GTL's IWTS are described in detail in the set of diagrams that we have submitted with our proposal as follows:

Standard E-Size Hard Copies are submitted in a separate, sealed envelope labeled: **GTL Diagrams & Drawings..**

Electronic Copies on CD:

- In compliance with IFB Section 6.3.1.1 IWTS Voice Network Diagram Requirements our drawings and diagrams are submitted in **Adobe Acrobat 7.0 Professional (.pdf)** and **AutoCAD Reader/Viewer 2012 (.dwg)** formats.
- In compliance with IFB Section 6.5.2.1 Investigative System Network Architecture and IFB Section 8.4 (9) Bid Format Requirements our diagrams are submitted in **AutoCAD Reader/Viewer 2012 (.dwg)** and **Visio 2007 (.vsd)** formats.





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TELEPHONY SYSTEM

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Quality of Service:





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CIRCUIT TYPE

[REDACTED]

TIME DIVISION MULTIPLEXING (TDM) COMPONENTS

[REDACTED]

INTERNET PROTOCOL (IP) COMPONENTS

GTL uses Voice over Internet Protocols for the IP/Data network. The following protocols are

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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6.3.1.2 IWTS Voice Network Performance Requirements

The IWTS voice network shall provide audio quality that meets or exceeds the International Telecommunication Union, Telecommunication Standardization Sector (ITU-T) or Telcordia industry standards enacted by appropriate standards organizations for transmitted and received levels, noise, cross talk and frequency range.

The voice network shall meet the performance requirements listed below:

- 8) Dial Tone – Activation not to exceed two (2) seconds for any call;
- 9) Echo Cancellation - Embedded echo cancellation to published ITU-T recommendations; and,
- 10) Grade of Service - P.01.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

[Redacted]

[Redacted]

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6.3.1.3 IWTS Voice Network Congestion Control Methodology

Bidders shall provide a description of the methodology to address congestion.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted]

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6.3.1.4 IWTS Voice Network Latency Control Methodology

Bidders shall provide a description of the methodology to address network latency.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted]



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6.3.1.5 IWTS Voice Network Operations Center

Primary monitoring status and control for the IWTS voice network and all sites shall be at the Prime Contractor's Network Operations Center (NOC). The NOC shall provide the following network management functions:

- 1) Monitor the status and performance of the network and all network nodes and circuits;
- 2) View equipment alarms and software errors;
- 3) Monitor the performance of the Live Monitoring Terminals, IWTS Investigative Workstations and servers if applicable; and,
- 4) Troubleshoot the network, Live Monitoring Terminals, IWTS Investigative Workstations, and servers.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

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6.3.1.6 IWTS Voice Network Ubiquity

The IWTS voice network shall have the ability to provide functionality throughout the state. Bidders shall accurately describe the processes, network design and equipment necessary to fulfill this requirement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [IWTS Network Diagrams](#)

Location [GTL Diagrams and Drawings Envelope](#)

 Description:

[REDACTED]

[REDACTED]

[REDACTED]

6.3.1.7 IWTS Voice Network Scalability

The IWTS voice network shall have the ability to increase delivery of services in number and/or size. Bidders shall accurately describe the processes, network design and equipment necessary to fulfill this requirement.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

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Additional Workstations

The addition of administrative or investigative workstations to the IWTS can be accomplished with no downtime. Workstations are peripheral components of the system and have no effect on the successful operation of inmate/ward telephones. To add new workstations, field



technicians will run wiring to the new location(s) from the control computer and the workstation is installed.

[Redacted]

6.3.1.8 IWTS Voice Network Survivability
Revised requirement per Addendum 3

The IWTS voice network shall not have a single point of failure which could adversely affect the entire network. Bidders shall accurately describe the voice network design and equipment necessary to fulfill this requirement identifying all redundancy and diversity.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

GTL goes to extraordinary lengths to help ensure that the IWTS voice network will continue to operate and that call data and system information are protected during unexpected events such as disasters or catastrophes. The system is designed to eliminate any single point of failure that could adversely affect the entire Network by providing redundancy of critical operational components and ensuring automatic backup of call and system data.

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 Description:

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6.3.1.10 IWTS Fraud Protection

Due to the confidential and sensitive nature of the data to be transmitted, the Prime Contractor's system will include stringent security standards that will protect against fraud or disruption of services if either the physical network or transmitted data are compromised.

Bidders shall describe in detail how they will protect against unauthorized and fraudulent use of the State's systems and networks.

Bidders shall describe the strategy, including methodologies, network management, and maintenance applications and tools that will be implemented for fraud protection.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

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6.3.1.11 IWTS Fraud Detection

The IWTS shall provide features and reports, which allow the CDCR authorized users to maximize their efforts to detect and prevent fraudulent, illicit, or unauthorized activity attempted by inmate/wards. The Prime Contractor may propose reports and features in addition to those required, which will contribute to identifying fraudulent, illicit, or unauthorized activity.

The IWTS shall provide sufficient security safeguards to preclude fraudulent use of the system. Such safeguards shall include measures to prevent incoming calls, as well as the detection and rejection of outgoing calls to unauthorized numbers, attempts to initiate Three-Way Calling, Call Forwarding, and/or calls to blocked numbers.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

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6.3.1.11.1 IWTS Fraud Detection Features

Each detection feature shall allow the CDCR Authorized Users the option of:

- 1) Enabling or disabling the feature;
- 2) Reporting or not reporting detected activity;
- 3) Enabling or disabling real-time notification of detected activity; or,
- 4) Terminating or not terminating ongoing telephone calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

GTL's IWTS Solution will give the CDCR optional control over the application of fraud detection features and how the system reacts when fraudulent activity is detected. Properly authorized staff will be able to:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



6.3.1.11.2 IWTS Technical Approach

As part of the technical approach of the Bid response, Bidders shall list and fully describe all the detection and prevention capabilities related to fraudulent, illicit, or unauthorized activity, on the proposed system.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted content]



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6.3.1.12 IWTS State Requested Fraud Detection Capabilities

Bidders shall identify the specific fraudulent activities the system's capable of detecting and/or preventing. Bidders shall also identify possible methods inmates/wards may use to circumvent these capabilities.

The Bidders shall provide the following capabilities within the IWTS to detect fraudulent or illicit activity.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[REDACTED]

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6.3.1.12.1 IWTS Extra Dialed Digits

The IWTS shall detect extra dialed digits from either the called party or the inmate/ward telephone.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted]

6.3.1.12.2 IWTS Reports of Detected Attempts

The IWTS shall provide a report of all calls, which the IWTS detected with extra dialed digits. This report will provide the State with information needed to locate the detected attempt on a recording.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____



 Description:



6.3.1.12.3 IWTS Detection of Unusual or Suspicious Dialing

The IWTS shall detect unusual or suspicious number sequences dialed or dialing patterns which the system identifies as possible attempts to commit fraud. Bidders shall provide the State with a list of the types of activities detected and how this information will be reported.

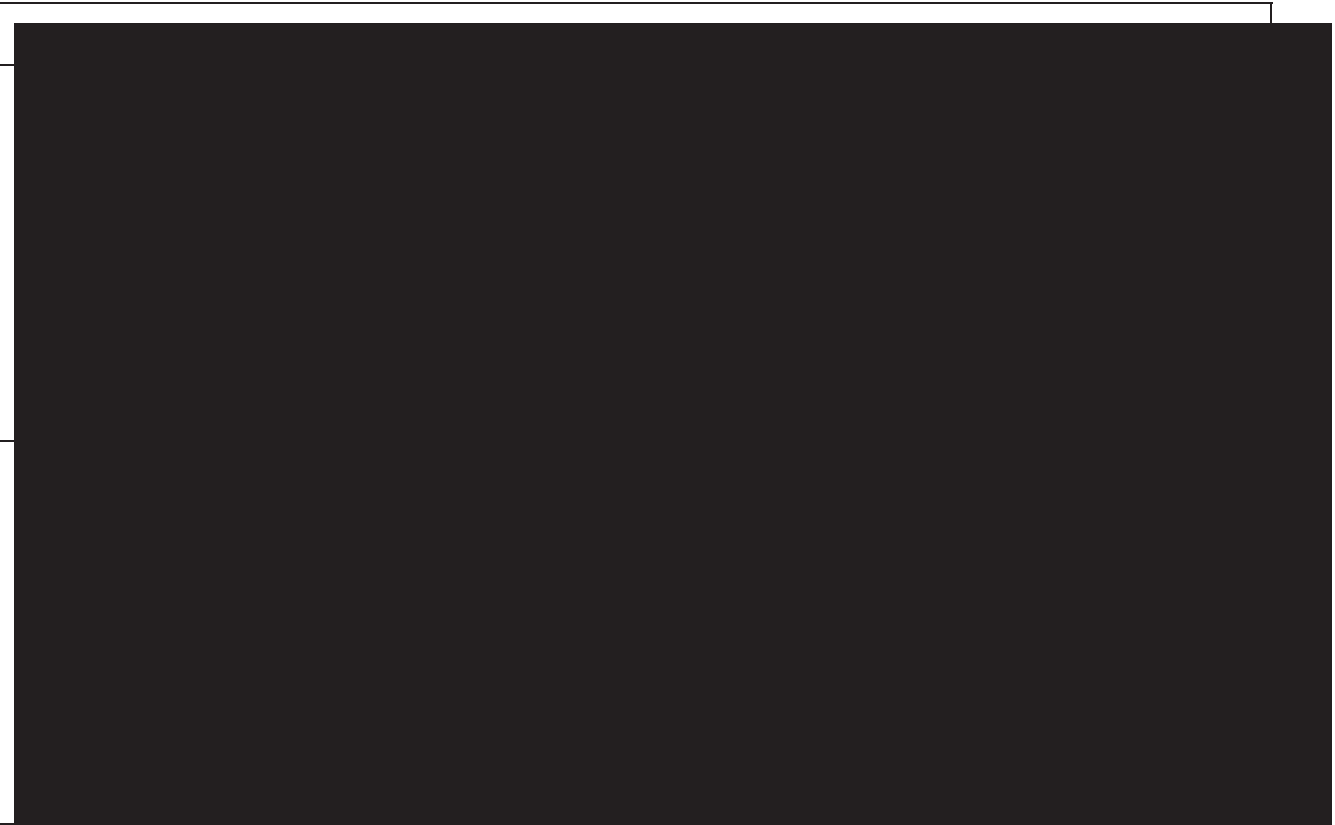
Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

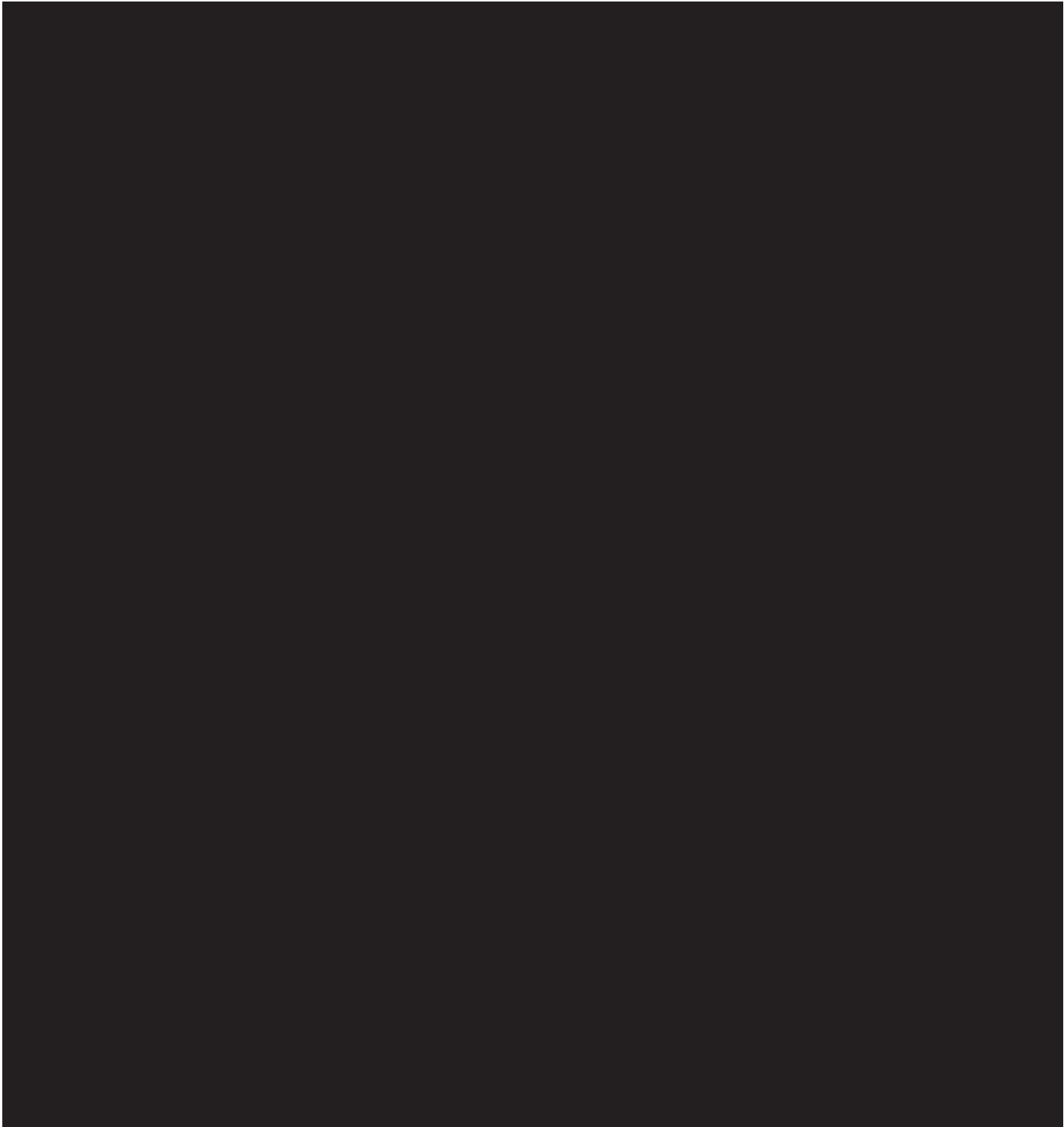
Reference: _____

Location _____ *page* _____ *paragraph* _____

 Description:

GTL's IWTS is able to detect and report unusual or suspicious number sequences or dialing patterns occurring during an inmate/ward's call that may indicate attempts to commit fraud. The types of activities detected and the method of reporting calls during which such activity is detected are listed below.







6.3.1.13 IWTS Disaster Recovery Plans

The Prime Contractor shall comply with the Telecommunications Service Priority (TSP) Program, a Federal Communications Commission (FCC) mandate for prioritizing service requests by identifying those services critical to National Security and Emergency Preparedness (NS/EP) and be in compliance with all California Public Utilities Commission (CPUC) and FCC Requirements.

Bidders shall provide contingency and disaster recovery plans to restore system operations in case of a disaster at the Prime Contractor provided Operations Facilities and for each installed State location. These plans shall include a description of how the Prime Contractor will restore system operations in case of a disaster at the Prime Contractor's NOC and at each installed IWTS location. The plans shall address all events of total or partial cessation of operations and shall include procedures for both automated and manual recovery of system functionality.

The Prime Contractor shall be required to adhere to these plans in case of a system disaster. These plans shall be updated by the Prime Contractor and provided to the CDCR Operations Manager annually on the Contract anniversary date. These plans will be reviewed for adequacy and approval by CDCR Operations Manager.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

Throughout the term of our contract with the State of California, GTL will comply with the FCC's Telecommunications Service Priority Program rules and will be in compliance with all California Public Utilities Commission and FCC Requirements. During disaster or other emergency situations, GTL will comply with all State and local regulations regarding operational recovery and business continuity. Below we provide our contingency and disaster recovery plans, which will be updated and provided to the CDCR Operations Manager annually on the Contract anniversary date.



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6.3.2 IWTS TELEPHONE HARDWARE AND ENCLOSURE REQUIREMENTS

Bidder's response block added per Addendum 3.

The Prime Contractor shall provide and install all the inmate/ward telephone equipment at each correctional facility and location covered by this Contract at no cost to the State. Telephone sets will be used by inmates and wards to place calls via the IWTS. Exhibit 6-C1, Adult Institution IWTS Locations, through Exhibit 6-G1, Youth Facility IWTS Locations, provides statistics regarding the current and anticipated number of inmate/ward telephones, telecommunications devices for the deaf (TDD/TTY) and enclosures at each correctional facility. The Prime Contractor shall be responsible for all modifications to existing enclosures necessary to mount the proposed telephone set. The Prime Contractor shall install additional inmate/ward telephones and related hardware over the term of the Contract, as required by the State, at no cost to the State, and no increase to the calling rates.

Bidders shall clearly describe how the system will satisfy the telephone equipment requirements listed below, including detailed specifications.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

At no cost to the State, GTL will provide, install, and maintain for the term of the contract inmate/ward telephone equipment at each correctional facility and location covered by the Contract. We will also be responsible for providing as needed and maintaining TDD/TTY and telephone enclosure equipment; including any modifications to existing enclosures that may be necessary to mount the proposed telephones.

Our responses in this section clearly describe how GTL's telephone equipment satisfies each of the requirements listed below.

6.3.2.1 Inmate/Ward Telephones

Revised Requirement per Addendum 3

The IWTS telephones shall be capable of mounting to concrete walls, stainless steel shrouded columns, mobile carts, or internal/external enclosures and constructed as follows:

- 1) 14-gauge (or heavier) steel case with dimensions that do not exceed those that allow for proper mounting within a 14" H x 7" W surface area. Exception: outside telephones may have a larger surface area dimension.
- 2) Stainless steel (colored phones are not acceptable);
- 3) Heavy chrome metal keypad bezel, buttons, and hook switch lever;
- 4) Security screws having a head design requiring a special tool of controlled availability for removal (i.e., pinned "Allen" or "Torx" head socket fasteners);
- 5) Bonded handset;
- 6) Armored cord as described in Section 6.3.2.1.6, Armored Handset Cord;
- 7) Cannot be disassembled and used as weapons; and,
- 8) No removable parts, including receiver ear and mouthpieces, and the window for dialing instructions.

The Bidder shall include the specifications and photo of the telephone. The State will compare the specifications with the proposed telephone prior to installation.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [Telephone Equipment Specifications](#)

Location [Volume IV Literature](#) Page [IV-17](#)

 *Description:*

At no cost to the State, GTL will provide and install all inmate/ward telephone equipment required at each correctional facility and location covered by the Contract. Over the course of the Contract we will install additional phones as needed without cost to the State.

[REDACTED]

6.3.2.1.1 Non-programmable IWTS Telephones

Inmate/Ward telephones installed at correctional facilities shall not be programmable. Telephones shall not be capable of being used to program any feature of the IWTS.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

GTL installs “dumb-type” inmate/ward telephones that also have no programming capacity or capability. The features and functionality of our IWTS can only be programmed through its controlling software interface and not by the inmate/ward telephones.

6.3.2.1.2 Surface Mounting

Where applicable, the inmate/ward telephones must be surface-mounted with no access to the back of the telephone.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

Where applicable, inmate/ward phones will be flush-mounted on wall surfaces; ensuring that the backs of the telephones are inaccessible.

6.3.2.1.3 Telephone Identifiers (Telephone ID)

All telephones shall use unique identifiers, provided by the CDCR Operations Manager, that will be referenced in all database files.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

All telephones will have unique telephone identifiers provided by the CDCR Operations Manager that will be referenced in all appropriate system database files. Additionally, both the identifier and the location of the particular telephone used for an inmate/ward’s call will be included in the call detail record.



6.3.2.1.4 Volume and Noise Control

All of the inmate/ward telephones shall be equipped with volume controls which allow inmate/wards to amplify the called party's voice. Inmate/Ward telephones shall reduce background noise through the use of confidencers or directional microphones in the handset.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

GTL will provide telephones that have external volume control buttons that allow inmate/wards to adjust the amplification of the called party's voice. Handsets have built-in confidencers to minimize side-tones and reduce background noise.

6.3.2.1.5 No Coin Slots/Card Slots

The inmate/ward telephones shall be manufactured without any coin/card slots. The covering of existing coin slots is not in compliance with this requirement. The inmate/ward telephones shall not use physical items such as smart cards or magnetic swipe cards.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

The telephones we propose for inmate/ward usage have no coin slots and no slots for inserting or swiping cards of any type. Our proposed telephones will not use physical items such as smart cards or magnetic swipe cards.

6.3.2.1.6 Armored Handset Cord

The armored handset cords for the inmate/ward telephone handsets shall be equipped with a steel lanyard securely fastened into the handset and not terminated at the entrance to the handset. The armored handset cords shall be designed to withstand 1,000 pounds of pull strength. The length of the cord may vary from 12 to 36 inches. The CDCR Operations Manager shall determine the cord length design based on conditions at each site.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:



6.3.2.1.7 Mobile Carts

Requirement revised per Addendum 7.

Inmate telephones are installed on mobile carts at selected CDCR facilities. The Prime Contractor shall mount the inmate telephone to the face of the mobile cart. The mobile carts are the property of CDCR. CDCR shall provide the mobile carts, telephone cable and connector (i.e., marine plug).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

At CDCR-selected facilities GTL will mount inmate telephones on the faces of mobile carts provided by and property of CDCR.

6.3.2.2 IWTS Outdoor Telephones

The Prime Contractor shall provide "all-weather" telephones to be used as required by the State. This applies to all outside inmate/ward telephones required throughout the State. The inmate/ward telephones must be weather and spray resistant (Bellcore TR-TSY-000456, NEMA 3R, or similar) as they may be exposed to extreme weather conditions. These telephones shall meet the requirements stated in Section 6.3.2.1, Inmate/Ward Telephones, but will be used outdoors.

Bidders shall include detailed drawings and clearly describe how the outdoor telephones will meet this requirement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [Telephone Equipment Specifications](#)

Location [Volume IV Literature](#) Page [IV-17](#)

 Description:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



6.3.2.3 IWTS Telecommunications Devices for the Deaf/Teletypewriter
Telephones (TDD/TTY)

The IWTS vendor will provide all portable TDD/TTY telephones. The anticipated TDD/TTY quantities are included in Exhibit 6-C1, Adult Institution IWTS Locations, through Exhibit 6-G1, Youth Facility IWTS Locations. The quantities vary by facility and may increase or decrease based upon changes to facility inmate/ward population and operations. The TDD/TTY telephones shall be portable and have the following features:

- 1) Acoustic coupler accepts both circular and square telephone handsets;
- 2) Turbo Code and Auto ID;
- 3) Tone or pulse dial;
- 4) Direct connect (with two (2) jacks) to standard analog telephone line;
- 5) Sticky key feature (for single-handed typing); and,
- 6) Built-in, 24-character printer.

The Bidder shall include the specifications and photo of the portable TDD/TTY telephone. The State will compare the IFB specifications with the Bidder's proposed portable TDD/TTY telephone to ensure requirements are met.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [Telephone Equipment Specifications](#)

Location [Volume IV Literature](#) Page [IV-17](#)

 Description:





[REDACTED]

6.3.2.4 IWTS Telephone Enclosures that Include Booths, Wall and/or Pedestals

Revised Requirement and bidder's response block added per Addendum 3

Telephone enclosures shall be constructed in such a fashion that the enclosure parts may not be removed or have space where contraband could be stored. Security fasteners will be used to secure the enclosure to the wall and/or floor. The use of plastic, Plexiglas or similar material is prohibited. The State will provide the concrete pads for all IWTS telephone booths and pedestals.

The existing telephone enclosures that include all booths, wall, and pedestals, will become property of CDCR upon the expiration of the current IWTS contract. The Prime Contractor will be responsible for providing all additional or replacement telephone enclosures (booths, wall and/or pedestals), as requested by the State.

Bidders shall clearly describe how they will meet the enclosure requirements listed below, including detailed drawings and photos of each type.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

Telephone enclosures (booths, wall-mounted enclosures, and pedestal-mounted enclosures) proposed by GTL meet CDCR's requirements. Enclosure parts are non-removable and there is no space available for contraband storage. In our responses to the requirements below, we provide detailed descriptions and photos of the enclosure types we propose.

6.3.2.4.1 Telephone Enclosure with Optional Pedestal Design

The Prime Contractor shall provide telephone enclosures for inmate/ward telephones installed inside or outside; mounted on a wall, or have the option to be attached to a pedestal. The telephone enclosures shall provide privacy for the inmate/ward, but allow the inmate/ward to be visually accessible by CDCR staff. Prior to installation, CDCR will inspect all enclosures, shelves, pedestals, and other mounting apparatus to ensure requirements are met. The telephone enclosure design shall be constructed as follows:

- 1) Dimensions include: 29.5" H x 14.5" W x 9.75" D, with an allowable variance of ten percent (10%) plus or minus;
- 2) Rugged steady beaded welded aluminum construction that is weather-resistant;
- 3) Powder coated finish that is stainless steel;
- 4) Shall not have removable parts, glass, sharp edges, or Plexiglas or similar material;
- 5) Pedestals, when required, shall be bolted to the ground; and,
- 6) Tamper proof fasteners shall be corrosion-resistant, hardened, high-strength, plated or stainless steel metal fasteners of size and type best suited for intended application, having head design requiring special tool of controlled availability for removal. Authorized removable fasteners include: McGard "Intimidator" fasteners including screws, bolts, and nuts; and pinned "Allen" or "Torx" head socket fasteners. Spanner Head Screws or one-way removable screws are not permitted.

Bidders shall provide documentation that describes the physical characteristics of the telephone enclosures with the optional pedestal, including hardware specifications and pictures.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [Telephone Equipment Specifications](#)

Location [Volume IV Literature](#) page [IV-19](#)

 *Description:*

GTL will provide telephone enclosures that meet CDCR security specifications and we will provide to the CDCR Operations Manager documentation for these prior to deployment of the enclosures at the required facilities. To exactly meet the requirements specified, we propose:



L31 Telephone Enclosure

- Enclosure is **29.5" H x 14.6" W x 9.63" D** and weighs 25 lbs.
 - Rugged steady beaded welded aluminum construction; weather resistant
 - Powder coated finish that is stainless steel
 - No removable parts, glass, sharp edges, Plexiglas, or similar material
 - Pedestals, when required, are bolted to the ground
-
- Tamper proof fasteners that are corrosion-resistant, hardened, high-strength, plated or stainless steel metal fasteners of size and type best suited for intended application, having head design requiring special tool of controlled availability for removal. Authorized removable fasteners include: McGard "Intimidator" fasteners including screws, bolts, and nuts; and pinned "Allen" or "Torx" head socket fasteners. (Spanner Head Screws or one-way removable screws will not be used.)

GTL also has alternate telephone enclosures available, should they be desirable for some areas.



Telephone Pedestal TM-200-Quad6x6

6.3.2.4.2 Telephone Booth Enclosure Design

The Prime Contractor shall provide telephone booth enclosures for inmate/ward telephones installed inside or outside. The inmate/ward telephone booth shall not have any holes or cracks in which contraband can be hidden. The telephone booth dimensions are provided as general guidelines and do not negate Section 6.3.2.4.5, Americans with Disabilities Act (ADA) Requirements. The telephone booth enclosure design shall be constructed as follows:

- 1) Approximate dimensions include: 85" H x 40" W x 36" D with no variance greater than 15%;
- 2) 14-gauge steel;
- 3) Security screws having a head design requiring a special tool of controlled availability for removal (i.e., pinned "Allen" or "Torx" head socket fasteners);
- 4) Tempered glass panels without wire in the glass; and,
- 5) No removable parts.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [Telephone Equipment Specifications](#)

Location [Volume IV Literature](#) page [IV-21](#)

 Description:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





[Redacted]

[Redacted]



6.3.2.4.3 Booth Enclosure Door Option

In most locations, the Prime Contractor shall provide booth enclosures without doors. In limited locations, the Prime Contractor shall provide a standard bi-fold door without locking mechanism in each enclosure. The door shall be constructed in such a fashion that it is vandal resistant and have no removable parts.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

GTL will provide booth enclosures with a door option that meets CDCR construction and security specifications and will provide to the CDCR Operations Manager technical diagrams and other documentation for approval prior to deployment of the booth enclosures at the required locations.

6.3.2.4.4 Telephone Enclosure Finish

Telephone enclosures shall be non-rusting and non-reflecting, with matte finish.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

The enclosures provided by GTL will be non-rusting and have a non-reflective matte finish.

6.3.2.4.5 Americans with Disabilities Act (ADA) Requirements

Enclosures shall meet all ADA requirements and ADA Accessibility Guidelines (ADAAG) as appropriate for new construction or alteration.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

GTL will provide booth enclosures that meet ADA requirements and Accessibility Guidelines as appropriate for new constructions or alteration.



6.3.3 IWTS TELEPHONE SYSTEM FUNCTIONALITY

Bidder's response block added per Addendum 3

A call detail record data string shall be generated for all calls which include incomplete and completed calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

[Redacted]

[Redacted]

6.3.3.1 Domestic Calls from an Inmate/Ward Telephone

Domestic calls made on the IWTS will allow the called party the option to receive collect or prepaid calls. All collect and prepaid calls shall require ten-digit dialing and human operators may not be used in placing the calls. IWTS dialing for prepaid calls shall not differ from collect calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

[Redacted]

[Redacted]

[Redacted]



6.3.3.2 International Calls from an Inmate/Ward Telephone

International calls made on the IWTS will be prepaid by the called party (no collect International Calls). Human operators may not be used in placing International Calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:



6.3.3.3 IWTS Call Processing Information

Requirement revised per Addendum 3

All call processing and call rating information shall be captured, stored and kept current by the Prime Contractor. Call rating information includes, Local, InterLATA, IntraLATA, Interstate, International country codes, and any other information necessary to accurately process and rate calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:



6.3.3.4 IWTS Voice Prompts

The IWTS shall be capable of accepting dual-tone multi-frequency (DTMF) keypad input as a means of input for answering all system provided questions or prompts from the inmate/ward and called party.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

Our IWTS's automated operator asks for and recognizes DTMF keypad input from inmate/wards and called parties for all call processing questions or prompts.

6.3.3.5 IWTS Voice Responses

The IWTS shall provide sufficient voice storage and response capability to support the voice message and inmate/ward interaction requirements pertaining to all calling services, and as described in Section 6.3.3.12, IWTS Call Control Features. Under no circumstances shall an inmate/ward or the called party experience a delay in placing an IWTS call due to insufficient voice messaging and response resources.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*





6.3.3.6 IWTS Inmate/Ward Outbound Call System Process

6.3.3.6.1 Call Flow Charts

The Bidder shall provide flow chart(s) of the call flow process from the point of the inmate/ward going off-hook through all possibilities of call completion. A separate flow chart shall be provided for all Interactive Voice Response (IVR) menu selections and for each IVR application (e.g., inmate/ward call processing, Customer Service). Flow chart(s) shall be maintained current throughout the term of the Contract and provided to the CDCR Operations Manager for approval prior to any changes.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*









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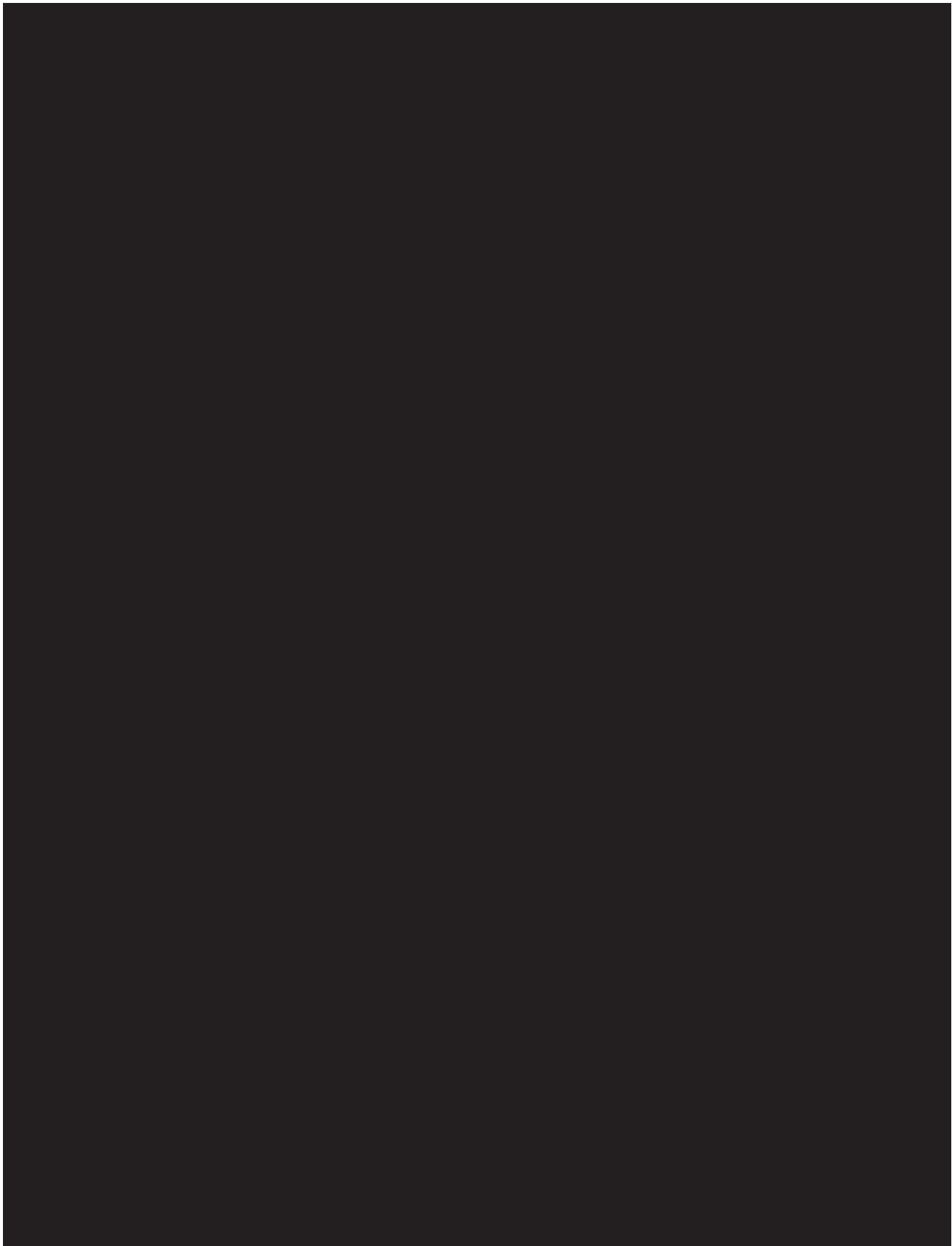
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

GTL Collect Call Inquiry and General

[REDACTED]



6.3.3.6.2 Call Validation

All calls shall be validated against all databases (IWTS, Prime Contractor, Local Exchange Carrier (LEC), wireless and any other applicable database) on a real time basis to restrict access to blocked numbers, payphones, pagers or other devices.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

[Redacted]

6.3.3.6.3 Call Denial and Identification

The IWTS shall provide select call completion denial information and playback to the inmate/ward. When a call cannot be completed, the system shall play one of the following announcements to the inmate/ward explaining why the call could not be completed in these circumstances:



- 6) Line is out of service;
- 7) Line is busy;
- 8) No answer;
- 9) Number is blocked (includes blockage by LEC, called party, CDCR facility or other reason for being blocked);
- 10) Dialed number is not a valid number; or,
- 11) Prepaid account does not have sufficient funds for a three (3) minute call.

Bidders shall describe how the system will detect and announce the conditions above and share any other announcement options the system generates for a non-completed call. The system shall allow for modification of any announcement as determined by the CDCR Operations Manager.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 **Description:**

When an inmate/ward's call cannot be completed, the IWTS detects and records the reason in the call detail record. The inmate/ward is informed via an appropriate prerecorded message of the reason by the automated operator. If a call cannot be completed due to a CDCR restriction, such as a global number-block implemented by the CDCR Operations Manager, by a CDCR-approved system user, or by GTL at the request of the CDCR Operations Manager, the inmate/ward is told that ***calls to the dialed number are not permitted.***

Otherwise, the inmate/ward will hear a message similar to:

- The line is out of service.
- The line is busy. Please try your call later.
- The called party did not answer. Please try your call later.
- This number is currently blocked for collect calls.
- The number entered is invalid.
- The called party did not accept your call.
- The called party has placed a block on this number.
- The called party's prepaid account does not have sufficient funds for a three minute call.
- The called party's bill must be paid before you can call this number. Please have the customer call GTL toll-free at 1-877-650-4249. Thank you.

The wording of messages to the inmate/ward can be customized to exactly meet the CDCR's requirements and preferences.



6.3.3.6.4 Designated CDCR Hot Lines – Calls Recorded

Revised requirement per Addendum 3

The IWTS shall allow inmates/wards to dial a fictitious site-specific ten-digit telephone number that emulates standard dialing options and connects calls to a designated CDCR hot line at the respective CDCR facility. These site specific calls will not have to be processed over the Prime Contractor’s network, therefore these calls will not be charged. These calls will be processed and stored on the IWTS where the investigative user can retrieve the call.

The hot line calls shall be recorded, and Call Detail Records (CDR) data strings shall be generated. The duration of the designated hot line calls may be set between five (5) minutes and 15 minutes. The hot line calls shall not be monitored by any means including Live Monitoring Terminals, Hardwired Monitoring, and Investigative Workstations. The CDCR Operations Manager will determine the final configuration for these hot lines.

Select authorized CDCR Investigative staff for the respective site shall have access to the designated hot line’s recorded calls as configured through their user profile to allow the respective Investigative staff to play back calls and copy recorded calls.

Bidders shall describe how they will satisfy these requirements.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

[Redacted]

[Redacted]

[Redacted]



6.3.3.6.5 Designated CDCR Hot Lines – Calls Not Recorded

Revised requirement per Addendum 3

The IWTS shall allow inmates/wards to dial a specific ten-digit telephone number that emulates standard dialing options and connects calls to a designated CDCR hot line that may be at a CDCR facility or a CDCR regional field office. If the designated hot line calls have to be processed over the Prime Contractor's network, then the calls will be charged the applicable IWTS rate. If the hot line calls do not have to be processed over the Prime Contractor's network, then the calls will not be charged. These calls will be processed and stored on the IWTS where the investigative user can retrieve the call.

The hot line calls shall not be recorded, but CDR data strings shall be generated. The duration of the designated hot line calls may be set between five (5) minutes and 15 minutes. The hot line calls shall not be monitored by any means including Live Monitoring Terminals, Hardwired Monitoring, and Investigative Workstations. The CDCR Operations Manager will determine the final configuration for these hot lines.

Bidders shall describe how they will satisfy these requirements.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

GTL will configure the IWTS at CDCR facilities with the capability to connect the inmate/ward to a CDCR hot line either at the facility or a CDCR regional field office through the dialing of a specified 10-digit number. If calls to this number have to be processed over GTL's network they will be charged the applicable IWTS rate, otherwise there will be no charge.

Calls to this number will not be subject to either recording or monitoring [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



6.3.3.6.6 Calls to Other State Agencies' Hot Lines

The IWTS shall allow inmates/wards to dial a specific ten-digit telephone number and connects calls to other State agencies' hot lines. The CDCR Operations Manager will determine how these calls will be configured (i.e., recorded, live monitored, duration of call, and other settings). These calls will be charged to the respective State agency. The CDCR Operations Manager will determine the final configuration for these hot lines. Bidders shall describe how they will satisfy these requirements.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted description text]

6.3.3.6.7 Call Control Feature Parameter Verification

The IWTS shall verify that the destination number can be processed based upon Section 6.3.3.12, IWTS Call Control Features, that have been set for the IWTS telephone set and the CDCR facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted description text]

- (If applicable) There are no personal restrictions assigned to the PIN that prohibit the call.

Any other controls assigned by CDCR staff, such as maximum call duration, either facility-wide or to the inmate/ward phone will automatically apply to the call.

6.3.3.6.8 Outbound Call Process for Domestic Calls

Revised requirement per Addendum 3

The IWTS shall be configured such that an inmate/ward will be led through a series of commands to initiate a call.

- 12) The inmate/ward lifts receiver and within two (2) seconds they will hear a voice prompt “press one (1) for English or Marque dos para Espanol” (press two (2) for Spanish) to continue the call initiation process.
- 13) If one (1) is pressed, the prompts and the scripting throughout the duration of the call are in English. If two (2) is pressed, the prompts and scripting throughout the duration of the call are in Spanish.
- 14) The inmate/ward will be instructed (in English or Spanish, as they have chosen) to enter the area code and seven (7)-digit telephone number of the party they wish to contact.
- 15) Once the telephone number has been entered, the telephone keypad will be disabled for the remainder of the call. The CDCR Operations Manager may elect to allow extra digits dialed as stated in Section 6.3.3.12.4, IWTS Extra Dialed Digits Prevention.
- 16) After the inmate/ward has entered the ten-digit telephone number to call, the IWTS will validate the number before processing the call.
- 17) If the called number passes the validation process, then the call process will continue.
- 18) If the called number is valid and identified as an Alert Number as described in Section 6.5.4.20, IWTS Alert Number Notification, the IWTS will process the call according to instructions in Section 6.5.4.19, IWTS Facility Phone List, which may require the IWTS to notify CDCR Authorized Staff.
- 19) The inmate/ward will be prompted to state their name for playback with the call setup branding message as described in Section 6.3.3.8.1, Call Setup Branding. The inmate/ward will be required to state their name before call processing will proceed. If nothing is spoken, the prompt will repeat three (3) times. If after three (3) prompts nothing is stated, then the call will be terminated.



20) After the inmate/ward has stated their name, they will hear nothing more until the call is connected to the called party.

Bidder shall describe how outbound domestic calls will be processed.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

The GTL IWTS's automated operator leads the inmate/ward through the process of making an outgoing domestic call using clear, step-by-step instructions. The system will be configured to process outbound domestic calls according to CDCR requirements and preferences, to include:






- 1) The inmate/ward lifts receiver and within two (2) seconds hears a voice prompt to press one (1) for English or Marque dos para Espanol (press two (2) for Spanish) to continue the call initiation process.
- 2) If one (1) is pressed, the prompts and the scripting throughout the duration of the call are in English. If two (2) is pressed, the prompts and scripting throughout the duration of the call are in Spanish.
- 3) The inmate/ward will be instructed (in English or Spanish as chosen) to enter the area code and seven-digit telephone number of the desired destination number.
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) After the inmate/ward has stated his/her name, he/she will hear nothing more until the call is connected to the called party.

6.3.3.6.9 Outbound Call Process for International Calls

Revised requirement per Addendum 3

The IWTS shall be configured such that an inmate/ward will be led through a series of commands to initiate a call:



- 21) The inmate/ward lifts receiver and within two (2) seconds they will hear a voice prompt “press one (1) for English or Marque dos para Espanol” (press two (2) for Spanish) to continue the call initiation process.
- 22) If one (1) is pressed, the prompts and scripting throughout the duration of the call are in English. If two (2) is pressed, the prompts and scripting throughout the duration of the call are in Spanish.
- 23) The inmate/ward will be instructed (in English or Spanish as they have chosen) to enter the international telephone number.
- 24) The IWTS will be configured to allow for the input of enough digits to accommodate 01 + Country Code + City Code + Telephone Number.
- 25) 
- 26) 
- 27) 
- 28) 
- 29) 
- 30) After the inmate/ward has stated their name, they will hear nothing more until the call is connected to the called party.

Bidder shall describe how outbound international calls will be processed.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

The GTL IWTS automated operator leads the inmate/ward through the process of making an outgoing International call using clear, step-by-step instructions. The system will be configured to process outbound International calls according to CDCR requirements and preferences, to include:

- 1) The inmate/ward lifts receiver and within two (2) seconds he or she will hear a voice prompt to press one (1) for English or Marque dos para Espanol (press two (2) for Spanish) to continue the call initiation process.
- 2) If one (1) is pressed, the prompts and scripting throughout the duration of the call are in English. If two (2) is pressed, the prompts and scripting throughout the duration of the call are in Spanish.
- 3) The inmate/ward will be instructed (in English or Spanish as chosen) to enter the international telephone number.
- 4) The IWTS system will be configured to allow for the input of enough digits to accommodate 01 + Country Code + City Code+ Telephone Number.
- 5) [REDACTED]
- 6) [REDACTED]
- 7) [REDACTED]
- 8) [REDACTED]
- 9) The inmate/ward will be prompted to state his or her name for play back during the Call Setup Branding message. The inmate/ward will be required to state their name before call processing will proceed. If nothing is spoken the prompt will repeat three times, if after three prompts nothing is stated, then the call will be terminated.
- 10) After the inmate/ward has stated their name, they will hear nothing more until the call is connected to the called party.

6.3.3.7 Accepting and Receiving IWTS Calls

6.3.3.7.1 Accepting Calls from Inmates or Wards

The branding message for all calls described in Section 6.3.3.8.1, Call Setup Branding, shall require the called party to accept a call by inputting a single digit on the keypad. Call acceptance shall be by a keypad input.



The Bidder shall identify the single digit that will be used to meet this requirement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL will configure the IWTS to require a called party to use the number 5 to accept a call via key-press.

Prior to the acceptance option, every answering party is informed by the IWTS's automated operator that the call originates from an inmate/ward at the CDCR's facility. The system's branding message, which identifies by name both the inmate/ward and the facility, begins as soon as the telephone at the destination number is picked up.

The exact wording of the branding message and the called party options that follow will be configured to meet CDCR requirements and preferences.

6.3.3.7.2 IWTS Rating by Call Type Option

Revised requirement per Addendum 3

The called party will be given the option to request the rate for all domestic calls (Local, IntraLATA, InterLATA, and Interstate) by inputting any single digit on the keypad.

The Bidder shall identify the single digit that will be used to meet this requirement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

The opening message to every called party (Local, IntraLATA, InterLATA, and Interstate calls) will include an option to request the rate for a call by pressing a single **digit (9)** on the phone's keypad.



6.3.3.7.3 IWTS Call Blocking by Called Party

The IWTS shall provide Call Blocking. The branding message shall provide the option for the called party to block a call by inputting any single digit on the keypad. When the digit is pressed, the called party will hear a recording that provides the Prime Contractor's Customer Service contact telephone number or gives the called party the option to be directly connected to the Prime Contractor's Customer Service Representative. The called party will have the option to block calls from specific CDCR facilities or from all CDCR facilities.

The Bidder shall identify the single digit that will be used to meet this requirement.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

The opening message to any called party will include an option to request that the current and future calls from inmate/wards be blocked, by pressing a **single digit (7)** on the phone's keypad. The party who chooses this option hears a recorded message that provides GTL's Customer Service number. The called party will have the option to block calls from a specific CDCR facility or from all CDCR facilities.

6.3.3.7.4 Receiving a Prepaid Call from an Inmate/Ward

The IWTS shall have the ability to allow called parties to accept or deny prepaid calls from an inmate or ward by inputting any single digit on the keypad. The branding message shall provide the called party with an option to establish a prepaid account with the Prime Contractor, if an account is not already in place. The Bidder shall identify the digit the called party will press to hear the toll free number to contact the Prime Contractor's Customer Service to obtain information about an existing prepaid call account or receive information on how to set up a prepaid account.

The Bidder shall identify the single digit that will be used to meet this requirement and how the system will process prepaid calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:



GTL's IWTS allows called parties to accept or deny prepaid calls from inmate/wards by pressing a single digit.

- To accept the call, the called party presses 5.
- To deny the call, the called party hangs up.
- To set up or add money to a prepaid account, the called party presses 2 to hear GTL's toll free Customer Service number for setting up or adding funds to prepaid accounts or for questions about prepaid accounts.
- To hear a rate quote, the called party presses 9 to hear the per-minute rate.
- To have future inmate/ward calls blocked, the called party presses 7 to hear GTL's toll free Customer Service number for blocking calls.
- For billing issues or complaints, the called party is instructed to hang up and call GTL's toll free Customer Service number which is provided.

When an inmate/ward's call goes to a number with an existing prepaid collect account, the call party automatically hears the balance in the account prior to being prompted to accept or reject the call. If the balance is insufficient for a three-minute account the party will be notified and given an option to deposit additional funds using a credit card via the automated IVR prior to accepting (or rejecting) the current call.

The system will provide a timeout warning to the called party and inmate/ward when funds in the prepaid account are depleted prior to the call is being terminated.

6.3.3.7.5 Passive Acceptance

"Passive Acceptance" is identified as the ability to connect IWTS telephone calls to a destination number without the called party pressing a keypad number or voice response. Calls to numbers on a Passive Acceptance list shall be assumed to be accepted if the called party does not disconnect from the call within three (3) seconds. The acceptance time shall be adjustable by the CDCR Operations Manager between one (1) and nine (9) seconds. A unique branding message may be provided for calls to a Passive Acceptance number. The verbiage for the Passive Acceptance message will be provided to the Prime Contractor by the CDCR Operations Manager prior to the first IWTS site implementation.

The IWTS shall include the ability for CDCR Operations Manager and authorized staff to assign passive acceptance to specified telephone numbers. Not all users will be able to set passive acceptance. In addition, the CDCR Operations Manager will have the ability to determine whether or not to play a Branding message or bypass the Branding message for specific telephone numbers. The Prime Contractor's staff shall not set passive acceptance. The user identifier of the authorized staff that sets or modifies the passive acceptance shall be stored and available for a custom report.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

[REDACTED]

[REDACTED]

[REDACTED]

6.3.3.8 IWTS Recorded Messages Played to Called Party

The IWTS shall play recorded messages after the called party answers the telephone, randomly throughout the telephone call, and before the call is terminated. The messages will be played to the called party in English or Spanish which will be based upon the language chosen by the inmate or ward when they began their call. The system shall be capable of controlling the volume of the messages to allow the recorded messages to be audible but not intrusive. These messages may be different for adult and youth facilities. The CDCR Operations Manager will have the authority to turn the recorded messages on or off and modify the branding message for each facility, when needed. These actions will be coordinated with the Prime Contractor.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

At the CDCR Operation Manager's discretion, the IWTS at all or selected facilities will replay the branding or other prerecorded message at random intervals throughout the inmate/ward's telephone conversation. Overlay messages will be delivered in the language, English or



Spanish, chosen by the inmate/ward during call setup. GTL sets the volume of overlay messages to be audible but not intrusive. Overlay messages for adult and youth facilities may be different.

6.3.3.8.1 Call Setup Branding

Call Setup Branding is defined as the first recorded message played to the called party when they answer the telephone. The Call Setup Branding message shall advise the called party that the call is coming from a California correctional facility that will be site specific and playback the inmate or ward's name that was stated in the outbound call process in Section 6.3.3.6.8, Outbound Call Process for Domestic Calls.

The message shall play in its entirety unless interrupted by pressing a State defined keypad number or voice prompt. The CDCR Operations Manager shall have the ability to define at what point in the message and which keypad numbers, or voice prompt, will allow the call to be processed or connected. The system shall block all conversation until the Call Setup message has been played and the called party has accepted the call.

Example of a Call Setup Branding message:

"This is [Prime Contractor's Name]. This call and your telephone number will be recorded and monitored. You have a collect call from <inmate name> or <ward's name>, an inmate [or ward] at <facility name>, in <city> in California. To accept, dial or say "five" (5) now. <PAUSE> To refuse, hang up now or stay on the line for additional options. [The Setup Branding message shall be played up to this point before the call can be connected.] To hear the billing rate for this call, dial or say "nine" (9) now. PAUSE> For customer assistance, complaints and billing inquiries, hang up and dial [Prime Contractor's Customer Service Help Desk Number]. If you wish to block any future calls of this nature, dial or say "seven" (7) for further information now. <PAUSE>

If "nine" (9) is pressed, the system shall provide a prompt such as:

"The cost of this call is [xx] cents per minute, including all fees and surcharges."

The per-minute rates that will be quoted in this message will depend on the inmate/ward's status (adult or youth), the type of network connection necessary for the particular call (Intrastate, Interstate, or International), and the called party's account status (prepaid or collect). Billing rates are detailed in Section 7, Cost.



The IWTS shall announce the per minute rates or if a prepaid call, after called party selection, account balance of time and/or funds amount remaining in account to the called party prior to call acceptance.

If “seven” (7) is pressed, the system shall provide a prompt such as:

“To have your number blocked from receiving calls from California correctional institutions, dial [Prime Contractor’s Customer Service Help Desk Number]”. Call blocking capability by the called party is detailed in 6.3.3.7.3, IWTS Call Blocking by Called Party.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

Every answering party is informed by GTL’s IWTS’s automated operator that the call originates from an inmate/ward at the CDCR facility from which the call originated. The system’s branding message, which identifies by name both the inmate/ward and the facility, begins as soon as the telephone at the destination number is picked up.

The script for the Call Setup Branding message and the options presented to called parties will be configured to exactly meet CDCR’s requirements and preferences.

The call setup branding message will play in its entirety unless interrupted by pressing a State defined keypad number or voice prompt. The CDCR Operations Manager will have the ability to define at what point in the message and which keypad numbers, or voice prompt, will allow the call to be processed or connected. The IWTS will block all conversation until the call setup message has been played and the called party has accepted the call.

6.3.3.8.2 Overlay Message

Overlay is defined as the message that is played randomly throughout the call. The IWTS shall provide Overlay messages at periodic intervals throughout the course of the call. The Overlay messages shall advise the caller and the called party that the call was originated by an inmate/ward at a California correctional facility and that the call is being recorded and monitored. Overlay Branding shall be played in a manner that allows both parties to continue a conversation.

The IWTS will provide the CDCR Operations Manager with the capability to set the exact wording for the overlay message and frequency that overlay messages will be played during each IWTS telephone call.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

GTL's IWTS is capable of playing overlay messages as defined by the CDCR. At the CDCR Operations Manager's discretion, the IWTS system at all or selected facilities will play the branding or other preferred prerecorded message at random intervals throughout the inmate/ward's telephone conversation. Overlay messages will be delivered in the language, English or Spanish, chosen by the inmate/ward during call setup. GTL sets the volume of overlay messages to be audible but not intrusive.

The GTL IWTS will provide the CDCR Operations Manager with the capability to set the exact wording for the overlay message and the frequency that overlay messages will be played.

6.3.3.8.3 Call Termination Message

The IWTS shall provide call termination messages to notify the inmate/ward and called party the call will end due to the expiration time or prepaid account balance. Prior to terminating a call, the inmate/ward and called party shall be informed 60 seconds and 30 seconds prior to the expiration. The IWTS shall provide the CDCR Operations Manager with the capability of changing the intervals when the call termination messages shall be played.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

As the CDCR pre-set time limit for a call approaches or when the funds in a called party's prepaid account have been depleted, GTL's IWTS can provide a **Courtesy Termination Message** to announce the impending disconnection of the call. The playing of the message is configurable by seconds left in the call. For example, it can be configured so that the message plays once at 60 seconds prior to call termination and plays again at 30 seconds. The CDCR Operations Manager can alter the intervals or frequency of the time-limit reminders.



6.3.3.9 Call Detail Records (CDR) for IWTS

Revised requirement per Addendum 3

The IWTS shall generate Call Detail Records (CDR). All calls shall generate call records, which shall be accessible and available for reporting, analysis, or viewing, immediately upon the termination of a call. CDRs will be viewable by IWTS Authorized Users. Any process requiring a delay in making call records available (for example, on a daily basis or through a download process) is unacceptable.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[REDACTED]

6.3.3.9.1 IWTS Call Detail Record Content

Requirement revised per Addendum 7

The following information shall be captured and stored for all calls attempted:

- 31) Correctional facility from which call was placed;
- 32) Telephone Location;



- 33) Telephone Station Number;
- 34) Start date and time (mm:ss);
- 35) End date and time (mm:ss);
- 36) Call duration (mm:ss);
- 37) Call completion status (complete or incomplete call);
- 38) Sequential identification number;
- 39) Destination Number (dialed digits);
- 40) Destination Number's city and state, or city and country for International Calls;
- 41) Billing Number Address (address, name and telephone number – "BNA");
- 42) Start Code (Method in which the call was accepted or denied);
- 43) Reason for call not completed (i.e. call blocked, station off), if applicable;
- 44) Type of call (Local, IntraLATA, InterLATA, Interstate, International);
- 45) Duration from acceptance to termination (Conversation Minutes);
- 46) Alert (whether an alert was issued for the call);
- 47) Type of alert (e.g., Three-Way Calling, Hot List Number);
- 48) File name of recording;
- 49) End Code (Method of Termination); and,
- 50) Collect or prepaid call (Method of Payment).

Bidders shall provide a sample of the CDR data string that will be provided with the IWTS.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted content]

1)



Example Data String:

Please find our example data string on the following page.

[Redacted]

y 28, 2012



[Redacted]

[Large redacted area]



6.3.3.10 IWTS Call Termination

6.3.3.10.1 Software Controlled Manual Termination

Revised requirement per Addendum 3

The IWTS shall include the ability for authorized CDCR staff to manually terminate calls for a single or group of inmate/ward telephone(s) from either IWTS Live Monitoring Terminals or IWTS Investigative Workstations, and/or from the Prime Contractor hosted web-based IWTS application.

The IWTS shall provide the CDCR investigative users with the ability to manually terminate calls with a Soft Switch. IWTS Live Monitoring Terminals shall be able to terminate:

- 51) Individual calls;
- 52) All Calls (within Span of Control);
- 53) Individual Telephones; and,
- 54) All Telephones (within profile Span of Control) by:
 - a) Telephone ID;
 - b) Bank or group of IWTS telephone sets;
 - c) CDCR Facility building/section;
 - d) CDCR Facility;
 - e) Statewide Adult;
 - f) Statewide Youth; and,
 - g) Statewide CDCR Facilities.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted description text]



- c) [Redacted]
- d) [Redacted]
- e) [Redacted]
- f) [Redacted]
- g) [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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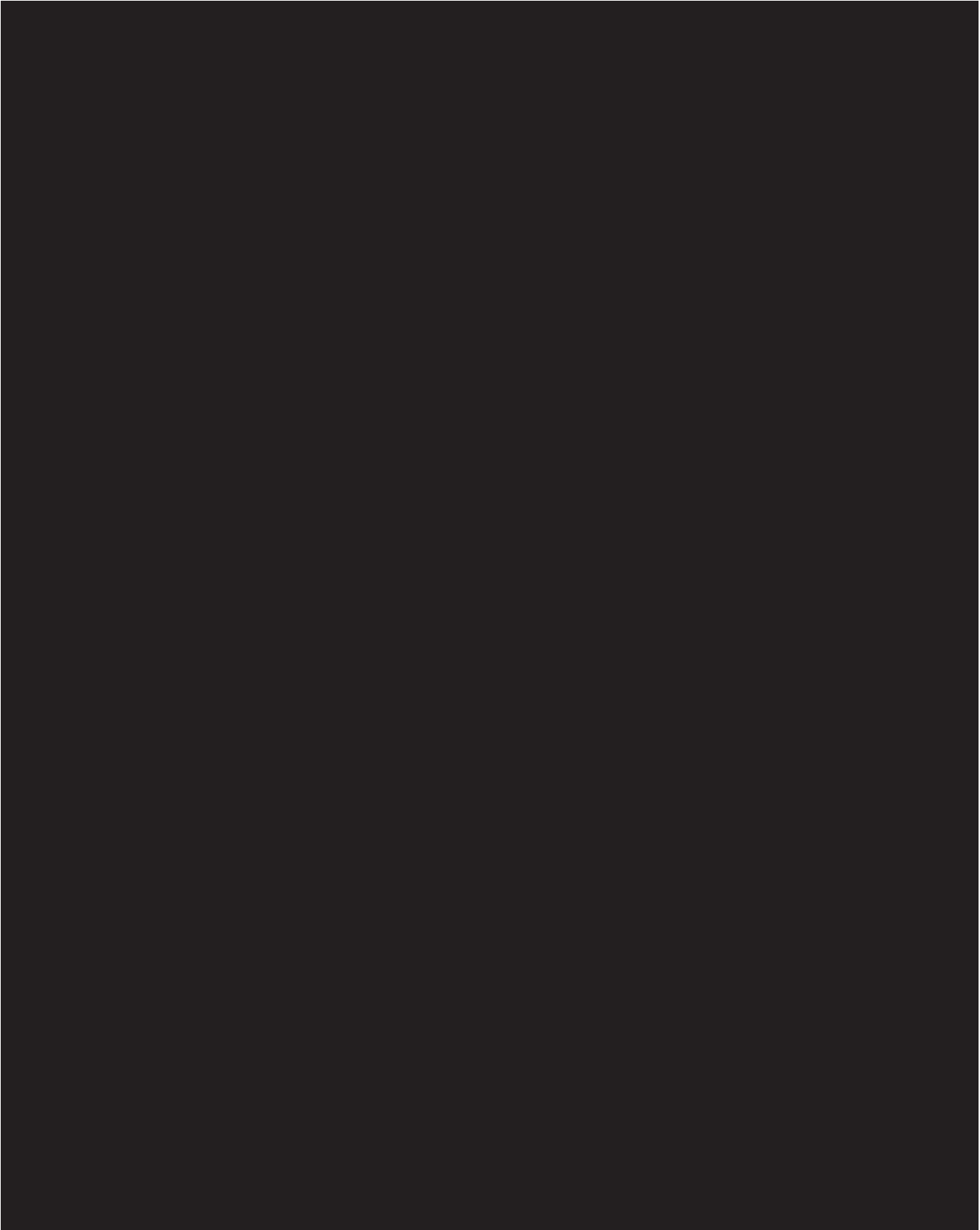
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[REDACTED]

6.3.3.11 IWTS Outbound Calling Restrictions

6.3.3.11.1 IWTS Outbound Only Calls

The IWTS shall allow inmates/wards to process only outbound calls. The Prime Contractor shall configure the IWTS so that in no case shall inbound calls be processed.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

GTL configures the the systems at each CDCR facility with one-way lines that do not permit incoming calls to inmate/ward telephones. Additionally, The IWTS system will only process outgoing calls from inmate/ward telephones.

6.3.3.11.2 Secondary Dial Tone

The IWTS shall allow inmates/wards to reach the called party dialed, and will prohibit the inmate/ward from obtaining a secondary dial tone. Inmates/wards will not be able to reach an additional party without hanging up the receiver first, which will prevent Three-Way Calling and Call Forwarding.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:



6.3.3.11.3 Calling Other CDCR Facilities

The IWTS shall prohibit calls to any other California correctional facility. Bidders shall describe how the IWTS will prohibit outbound calls from being placed to another CDCR facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

GTL's IWTS prohibits outbound calls from being placed to another CDCR facility by blocking inmate/ward phone lines at all CDCR facilities against incoming calls. Additionally, there are no published numbers associated with inmate/ward telephones. For these reasons, it is impossible for an inmate or ward at one CDCR facility to call an inmate/ward telephone at another CDCR facility.



6.3.3.11.4 Maximum Ring Time

The IWTS shall include a maximum ring time for all calls prior to disconnecting a call. IWTS calls will automatically disconnect once the maximum ring time is reached. The amount of ring time shall have a default value of one (1) minute and shall be adjustable by the CDCR Operations Manager in one (1) second increments.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*



GTL's IWTS platform will be configured to include a maximum ring time for all calls prior to disconnection. Once the maximum ring time is reached, the IWTS will automatically disconnect the inmate's attempted call. The amount of ring time will have a default value of one minute and will adjustable by the CDCR Operations Manager in one-second increments.

6.3.3.12 IWTS Call Control Features

The IWTS shall include the Call Control Features described below. Each of the Call Control Features shall include variable control parameters described in this section. The IWTS shall provide the CDCR Operations Manager with a means of setting and changing the parameters for the Call Control Features through the Administrative Control Interface.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:



6.3.3.12.1 IWTS Calling Schedules

The IWTS shall be capable of being configured to set IWTS Calling Schedules. These schedules will control when IWTS telephones are turned on or off during the day within a correctional facility.

Calling schedule variable parameters:

- 63) Time of day;
- 64) Day, week or month; or,
- 65) Correctional facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

GTL's IWTS provides a **Calling Scheduler** that can schedule and restrict telephone usage to particular hours of the day, particular days of the week, and/or by correctional facility. Telephone service ON/OFF schedules can be setup and assigned to all inmate/ward phones in a facility or to individual or groups of phones in particular areas of a facility.



6.3.3.12.2 IWTS Time Between Completed Calls

The IWTS shall be capable of being configured to control the amount of time between calls made on the inmate/ward telephone. The State shall be capable of enabling or disabling this feature. The time between completed calls limitation shall be set by minutes and shall range from zero (0) to 99 minutes.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL's IWTS is capable of being configured to allow a specified time interval between completed calls at inmate/ward phones. This feature can be configured to provide **Time Between Calls** that range from [REDACTED] GTL will configure the IWTS system to allow the State to enable or disable the Time Between Calls feature.

6.3.3.12.3 IWTS Call Duration

Call duration is the total amount of minutes an inmate/ward may converse with the called party on an IWTS call. The State shall be capable of enabling or disabling this feature. The call duration limitation shall range from zero (0) to 99 minutes.

Call Duration variable parameters:

- 66) Zero (0) to 99 minutes per call for a IWTS telephone;
- 67) Zero (0) to 99 minutes per call for a group of IWTS telephones; or,
- 68) Zero (0) to 99 minutes per call for all IWTS telephones at an entire correctional facility.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

[REDACTED]



6.3.3.12.4 IWTS Extra Dialed Digits Prevention

The IWTS shall be capable of preventing the processing of additional digits from an inmate/ward after all call processes have been completed for an authorized IWTS call. The CDCR Operations Manager shall be provided the capability to allow extra dialed digits dialed to access features of the system as a result of system prompts to the inmate/ward.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:



6.3.3.12.5 IWTS Blocked Calls by CDCR Authorized Staff

The IWTS shall provide the CDCR authorized staff with a method to block all IWTS calls to a specific telephone number. The IWTS will include the ability to block specific telephone numbers on a statewide basis and others on a case-by-case basis. Calls blocked for an Institution/Facility shall not block calls from other inmates/wards in another institution wishing to call that same number. Calls blocked using this method shall be identified separately in all IWTS tables as blocked by an End-User. Under no circumstances shall the Prime Contractor alter or interfere with the ability of the called party to receive other collect calls originating from non-State correctional facilities. The ability for a CDCR authorized user to block a call shall be based upon the user's profile.

Called Party Blocking variable parameters:

69) Block IWTS calls to a specific telephone number from a correctional facility; or,

70) Statewide.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.3.3.12.6 Blocking Specific Types of Telephone Numbers by IWTS

The IWTS shall block all calls that include:

- 71) Toll free access numbers (e.g., 800, 866, 877);
- 72) Special service numbers (e.g., 711, 9-1-1);
- 73) Numbers that provide live operator access;
- 74) Telephone numbers that incur charges (e.g., 972-, 976-);
and,
- 75) Long distance carrier access numbers (e.g., 10333, 10288).

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[REDACTED]



6.3.3.13 IWTS Detection of Unusual or Suspicious Dialing

The IWTS shall provide a means of detecting unusual or suspicious number sequences dialed or dialing patterns, which the system identifies as possible attempts to commit fraud. Bidders shall provide the State with a list of the types of activities detected and how this information will be reported.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL's IWTS is able to detect and report unusual or suspicious number sequences or dialing

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



- 1) Calls to telephone numbers, which "hook flash," dial another number and complete the Three-Way Call; and/or,
- 2) Conference calls facilitated through customer provided switching equipment.

Detection of Three-Way Calls shall be capable of being configured by the State to either automatically terminate suspected calls, report the suspected calls, or both.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

GTL detects 3-way calling with the highest level of accuracy possible.



6.3.3.15 IWTS Detection of Call Forwarding

Revised Requirement per Addendum 3

The IWTS shall provide the capability of detecting suspected and confirmed Call Forwarding attempts. The system shall be configured to automatically allow, terminate, and/or report Call Forwarding. The CDCR Operations Manager shall have the ability to configure this functionality on a facility or individual called number basis.

The IWTS shall include the capability to terminate, monitor, barge-in or flag, at the CDCR Operations Manager's discretion, any detected Call Forwarding.

Bidders shall explain in detail how each type of industry accepted Call Forwarding will be detected by the system Bidder shall indicate which of the following types of Call Forwarding the system is capable of detecting.

- 1) Calls to telephone numbers, which have been automatically forwarded to another telephone number by the local telephone company also known as remote Call Forwarding;
- 2) Calls to telephone numbers, which have been automatically forwarded by called parties through the use of feature groups provided by the local telephone company also known as Call Forwarding; and/or,
- 3) Calls to "follow me" numbers.

Detection of Call Forwarding shall be capable of being configured by the State to either automatically terminate suspected calls, report the suspected calls, or both.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

Although there is currently no 100% reliable electronic method of detecting and stopping calls

[REDACTED]

[REDACTED]



[Redacted]

6.3.3.16 IWTS Third-Party Call Flag, Warn, or Disconnect

The IWTS shall include the capability to terminate, monitor, barge-in and flag, at the CDCR Operations Manager's discretion, any detected Three-Way call.

The IWTS shall include the capability to monitor, flag, warn, barge-in and terminate, at the CDCR-HQ Administration's discretion, any Three-Way Calling detected. The system shall provide the ability to configure and identify individual called numbers for automatic and manual disconnect or permissive Three-Way Calling exceptions. Bidders shall provide the State with a detailed description of how the system provides this capability.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

[Redacted]

6.3.3.17 Additional Detection Capability by IWTS

Bidders shall describe any additional third-party call completion detection methods provided by the system.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted]

<p>[Redacted]</p>	<p>[Redacted]</p>
<p>[Redacted]</p>	<p>[Redacted]</p>
<p>[Redacted]</p>	<p>[Redacted]</p>
<p>[Redacted]</p>	<p>[Redacted]</p>



6.3.3.17.1 Automated System Malfunction Notification

Requirement revised per Addendum 7

The IWTS shall possess the capability to automatically notify both the Prime Contractor and selected CDCR Authorized Staff in the event of an IWTS Live Monitoring Terminal malfunction of the Call Control system, the recording system, the IWTS Investigative Workstations, the Prime Contractor hosted web-based IWTS application or any other major system component. The notification may be sent to one or more individuals' cell phone or other telecommunications device.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:



6.3.3.18 IWTS User Group Configuration

A group of IWTS Call Control Features with the same variable parameter settings is known as an IWTS User Group Configuration. The IWTS shall provide the CDCR Operations Manager with the capability of configuring the parameters for each feature for a specific User Group. Each IWTS User Group Configuration shall be assignable as a default configuration for each IWTS telephone group.

The IWTS shall provide the CDCR Operations Manager with the capability of maintaining at least 15 multiple IWTS User Group Configurations. These User Group Configurations will be derived from various combinations of IWTS Call Control Features detailed in Section 6.3.3.12, IWTS Call Control Features.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

GTL's IWTS will provide the CDCR Operations Manger with the capability of configuring parameters for call control features. The system will provide for a minimum of fifteen unique User Group Configurations, each of which will serve as a default set of control features that can be assigned to an IWTS telephone group. Individual User Group Configurations will be derived from various combinations of the system's call control features approved by the CDCR Operations Manager, including those detailed in Section 6.3.3.12, Call Control Features.

6.3.3.19 IWTS Telephone System Quality Requirements

6.3.3.19.1 Industry Standards

All equipment shall meet or exceed all applicable codes and industry standards for installation. All equipment must be UL approved and FCC compliant.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

The equipment provided with our IWTS is in full compliance with all applicable standards and regulations. All proposed equipment is UL approved and FCC compliant.

6.3.3.19.2 Voice Quality

The quality of voice connections provided by the IWTS shall meet or exceed industry standards in use in the United States and enacted by appropriate standards organizations (Bellcore or Telcordia, IEEE, ANSI, NIST, FIPS) for transmitted and received levels, noise, cross-talk, and frequency range. The Prime Contractor shall detail the standard to which the IWTS will adhere in the response to this requirement. This voice quality shall be provided for all telephone services at all stages of a call and shall not be affected by any other IWTS feature, function, or capability.

Voice quality shall be provided with a Mean Opinion Score (MOS) ITU P.800 - 3.7 or above (or equivalent industry standard measurement).



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



6.3.3.20 IWTS TDD/TTY CALL PROCESSING REQUIREMENTS

Requirement revised per Addendum 7

The calls made from a TDD/TTY will be processed through the IWTS network and will be recorded. TDD/TTY calls will not be live monitored. The functionality of branding, overlays and blocked telephone numbers applies to TDD/TTY calls. Bidders shall describe within the respective subsection of this requirement how the IWTS will process the specified TDD/TTY calls as well as how the functionality will be applied.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]





6.3.3.20.1 Use of Turbo Coding

The IWTS shall support Turbo Coding functionality to improve TTY communication performance.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted description text]

6.3.3.20.2 Interface with California Relay Service (CRS) Call Centers
Requirement revised per Addendum 7

The California Public Utilities Commission has established the CRS with multiple relay providers for TDD/TTY telephone relay service. The CRS vendors bill the State of California for the relay services and bill either the calling party or the called party for the network services associated with each relayed call. The CRS shall bill all IWTS calls to the called party.

Bidders shall provide a description of the process the system will employ to route TDD/TTY calls through the CRS vendors so that the CRS call center can process the calls to the desired called party. Additionally, Bidders shall provide a description of the process the system will employ to ensure that the called party is not billed by the Prime Contractor for the CRS calls.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted description text]

[Redacted description text]



[Redacted]

6.3.3.20.3 Speed Dial Number for CRS

Requirement revised per Addendum 7

TDD/TTY devices shall be preprogrammed with multiple 10-digit speed dial telephone numbers capable of calling the CRS providers. CDCR prohibits IWTS dialing 7-1-1, '800', or special service numbers. The CDCR Operations Manager will provide the Contractor with the allowed CRS provider's 10-digit telephone numbers.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

[Redacted]

6.3.3.20.4 IWTS TDD/TTY Call Recording Functionality

The IWTS shall include the ability to record calls using the Prime Contractor provided TDD/TTY devices. Recording shall include both the typed text (transmitted as Baudot, ASCII or Turbo Code) and any voice portions of calls using Voice Carry Over (VCO) or Hearing Carry Over (HCO). The text portion of the call shall be accessible from all investigative applications in the same manner as voice recordings and shall not require further processing by the CDCR authorized staff once the text or voice file is opened or played.

Bidders shall describe in detail the methodology they will use to develop and provide transcripts of each TDD/TTY call.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:



6.3.3.21 TDD/TTY Telephone Calls through IWTS

Bidders shall describe how the IWTS accommodates TDD/TTY call scenarios as described below. Bidders are encouraged to contact the California Deaf and Disabled Telecommunications Program (DDTP) regarding interfacing with the CRS at:

DDTP CRS Manager for the DDTP

Voice (510) 302-1105

TTY (510) 302-1100 x105

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL will contact the California Deaf and Disable Telecommunications Program regarding interfacing with the CRS and supporting various dialing scenarios for speech and hearing impaired users. In our responses to each of the following requirements, we describe how our IWTS accommodates the specified TDD/TTY calling process.

6.3.3.21.1 Direct Dialing from an IWTS Voice Line to a TDD/TTY

Requirement revised per Addendum 11

The IWTS shall include the ability for hearing capable inmates/wards to complete calls to friends and family that communicate via TDD/TTY devices. These calls shall be completed with the assistance of CRS.

Bidders shall describe and include detailed drawings on how the IWTS service will satisfy the requirement to include the functionality of branding, overlays and blocked telephone numbers.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



6.3.3.21.2 Direct Dialing from an IWTS TDD/TTY to a TDD/TTY Device
Requirement revised per Addendum 7

The IWTS shall include the ability to complete calls from an IWTS TDD/TTY directly to a called party's TDD/TTY in the same manner a voice call is connected and accepted.

Bidders shall describe and include detailed drawings on how the IWTS service will satisfy the requirement to include the functionality of branding, overlays and blocked telephone numbers.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

[REDACTED]



[REDACTED]

6.3.3.21.3 IWTS TDD/TTY Device to a Hearing Capable Called Party through CRS

Requirement revised per Addendum 8

The IWTS shall include the ability to complete calls from an IWTS TDD/TTY to a hearing capable called party through CRS.

Bidders shall describe and include detailed drawings on how the IWTS service will satisfy the requirement to include the functionality of branding, overlays and blocked telephone numbers.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

Hearing-impaired or speech-impaired inmate/wards using an IWTS TDD/TTY device at the CDCR facility can complete calls to hearing-capable parties who do not have TDD/TTY devices. The inmate/ward and CRS may communicate entirely via TDD/TTY text messages, or an inmate/ward may use Hearing Carry Over (HCO), which allows him/her to listen to the incoming message and respond to the CRS Communication Assistant (CA) via TDD/TTY, or the inmate/ward may use Voice Carry Over (VCO), which allows him/her to speak to the CA and receive incoming text messages on the TDD/TTY. Such calls will be routed through the CDCR-approved CRS provider.



[REDACTED]

[REDACTED]

[REDACTED]



6.3.4 IWTS TELEPHONE SYSTEM DATABASES

6.3.4.1 IWTS Blocked Number Database

Requirement revised per Addendum 7

The IWTS shall provide a Blocked Number Database. The IWTS will check this database before completing any calls and not allow any calls to blocked numbers. CDCR Operations Manager, authorized staff and Prime Contractor's Customer Service representatives will have the ability to add or delete blocked telephone numbers. When this occurs, a user identifier will be captured and stored to track who performed the change. A note field will be available to input notes reflecting the reason for the change. The deleted telephone numbers shall be stored, but not viewable in the Facility Phone List.

The IWTS will allow CDCR Authorized Staff to archive blocked numbers in a separate file and move them from the blocked number file in order to save file space.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

[REDACTED]

6.3.4.2 IWTS Prepaid Accounts Database

The Prime Contractor shall maintain a Prepaid Accounts Database with a record of all called party prepaid activity for each prepaid account. The information shall include; time/date of activity, amount prepaid, method of payment, billing disputes, phone number, name of account owner, billing address, and type of account (cell phone, VoIP, CLEC, and others).



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

[Redacted description]

6.3.4.3 IWTS Facility Phone List Database

Revised requirement per Addendum 3

The Prime Contractor will provide a Facility Phone List Database that can be accessed using the IWTS Investigative Workstation or Prime Contractor hosted web-based IWTS application. This database will store specific telephone numbers that are being monitored by CDCR Authorized Staff.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

[Redacted description]

6.3.4.4 IWTS Billing Number Address (BNA) Database

The Prime Contractor will provide a Billing Number Address (BNA) Database that will have fields that include the end user's: name, telephone number, billing address, and mailing address. The BNA will populate in the field within the Call Detail Report.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:





6.3.5 IWTS TELEPHONE SYSTEM DOCUMENTATION REQUIREMENTS

Bidder's response block added per Addendum 3

The Prime Contractor shall provide supporting documentation as described below. The Prime Contractor shall include access to appropriate documentation on the Prime Contractor's public and private portals as described in Section 6.11.1, IWTS Public Web Site, and Section 6.11.2, IWTS Private Web Site.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL will provide all required supporting documentation and will make the appropriate documentation available on our public and private web portals as required in Section 6.11.1, IWTS Public Web Site, and Section 6.11.2, IWTS Private Web Site.

6.3.5.1 IWTS User Guide for the Called Party

The Prime Contractor shall prepare and provide an IWTS User Guide for the Called Party that provides instructions in English and Spanish to the CDCR Operations Manager for review and approval. The guide will include instructions and contact information for establishing accounts, receiving calls, blocking calls, prepaying calls, frequently asked questions (FAQs), and clarification of all other issues that a called party may be concerned with. This User Guide will be made available on the IWTS Public Web site. Pamphlets will be mailed to customers by the Prime Contractor with the initial billing and upon request. Soft copies in .pdf and .doc will be provided to CDCR and available on the IWTS Private Portal. The Prime Contractor shall input updates to the User Guide provided by the CDCR Operations Manager or as required.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL's **User Guide for Inmate/Ward Families and Friends** for the new contract, prepared in both English and Spanish specifically for those who have relatives or friends incarcerated at CDCR facilities will be submitted to the CDCR Operations Manager for review and approval prior to distribution.

This comprehensive User Guide will provide easy to understand instructions and information relative to the following important topics:



How do I prepare myself to receive calls from a newly incarcerated inmate/ward within a CDCR institution?

For LEC billed customers

For CLEC billed customers

For Cell Phone customers

How do I setup a prepaid account?

How much will a call from a CDCR facility cost?

What are CDCR blocking thresholds?

GTL Customer Service Contact Information

Toll Free Numbers

Website address

What forms of payment does GTL accept?

Where do I send my GTL payment?

How do I use Western Union to make payments?

What if the inmate/ward is released or I wish to close my account?

The User Guide can be distributed to families and friends by various methods:

- Included in initial billing and upon request
- Made available in visiting areas of CDCR facilities
- Viewed or downloaded from GTL's public website
- Placed on the CDCR's website as a PDF for download.

For the life of the contract, GTL's Family and Friends User Guide will be updated as needed and will be available to CDCR as follows:

- Softcopy in PDF and MS Word formats from GTL's private CDCR Web Portal
- Hardcopy upon request



6.3.6 IWTS END-USER CUSTOMER SERVICE REQUIREMENTS

The IWTS End-User's positive perception of their calling experience is of primary concern to the State. Bidders shall detail how they plan to provide exceptional Customer Service and shall address:

- 1) Billing Services (Collect, Prepaid and Direct Billing);
- 2) Complaint Tracking and Reporting System;
- 3) Complaint Resolution Processes;
- 4) Complaint Escalation Processes; and,
- 5) Root-Cause Analysis Procedure.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

GTL understands and shares CDCR's goal to provide a positive calling experience for those who have relatives or friends held at CDCR inmate/ward facilities. To achieve that objective, **GTL provides customers with the automated self help tools which are available 24x7x365; along with access to live customer service representatives 7 days a week from 5 A.M to 9 PM Pacific Time.**

BILLING SERVICES

GTL's billing services will include collect, prepaid and direct billing.

Collect Billing

Traditional collect is the default billing method for inmate/ward calls. Calls placed collect to numbers that can be billed through local exchange carriers will be completed and billed by that carrier, unless an established billing threshold has been reached or exceeded. In this latter case, GTL will block further billing and offer the called party an option to either establish a direct remit billing account or a prepaid account. Notice that a threshold has been reached is via an automated outbound call to the called party's number.

Prepaid Collect Billing

Inmate/ward calls to destination numbers that are unable to receive collect calls can be completed through GTL's prepaid collect program.

Prepaid Collect Set Up: Contacting GTL's customer service to establish a prepaid account is an easy process. The customer can set up an account with their credit card which provides immediate capabilities to receive collect calls from the inmate or ward. Alternatively we accept other forms of payment including cashier's check, personal check, Western Union, or money order.



- Initial account set up is arranged by a GTL customer service representative in order to **validate the billing name and address** for file retention.
- During initial account set up, the account holder is **informed of the one-time fee applicable to the initial deposit** and that no subsequent deposit fees apply.

Prepaid Collect Deposit Via Automated Phone Prompts: When allocated funds in a called party's existing GTL prepaid collect account are depleted, at the time of the next inmate call to that number, GTL's automated operator informs the party that a deposit to the account is required before the current or future calls from the correctional facility can be completed. If the party elects to allocate additional funds using his or her credit card, the inmate's current call is connected as soon as the party completes the automated steps to replenish the account.

Prepaid Collect Deposit via the Web: Prepaid collect customers are invited to use GTL's Web site on the Internet, 24 hours a day, 7 days a week, to deposit funds to their existing prepaid collect accounts. The party's ability to receive calls from the facility is reinstated within twenty-four (24) hours of payment receipt.

Prepaid Collect Deposit via Other Methods: prepaid collect customers may call GTL's toll-free number to make arrangements to replenish prepaid funds using a cashier's check, personal check, Western Union, or money order. The party's ability to receive calls from the facility is reinstated within twenty-four (24) hours of payment receipt.

Checking Prepaid Collect Balances: At the time of each inmate call to the owner of a prepaid collect account, GTL's IWTS automatically announces to the called party the current balance in the account. GTL also provides a toll-free number that a consumer may call anytime (24 hours per day, 365 days per year) to check the balance on his/her existing prepaid collect account.

Direct Remit Billing

Direct Remit Billing (DRB) Set Up: As an alternative to traditional Collect billing, GTL offers subscribers an opportunity to be directly billed by GTL for collect calls. This service offers extended credit consistent with billing thresholds established by contract. Subscribers can receive calls and be billed on a post-pay basis. Monthly billing statements are rendered with a remittance slip attached and call details and payment histories displayed. Accounts information is secured in accordance with prevailing federal CPNI regulations. Initial account set up is arranged by a GTL customer service rep in order to validate the billing name and address for file retention. BNA or billing name and address must be obtained and retained on every account as a natural extension of monthly mailing of bill statements.

DRB Payments by Phone: An interactive voice response (IVR) system is provided for current account holders to make a payment, check their balances and get payment instructions by USPS or Western Union. Validated credit card payments are posted immediately. This payment channel is available 24/7/365.

DRB Payments on the Web: GTL's "storefront" website, www.offenderconnect.com, is available to both potential and active subscribers. This website can accommodate both account set up and facilitate payments to existing accounts, balance verifications and payment instructions by USPS and Western Union.

DRB Payments via Other Methods: customers may call GTL's toll-free number to make arrangements to make payments using a cashier's check, personal check, Western Union, or money order. The party's ability to receive calls from the facility is reinstated within twenty-four (24) hours of payment receipt.

DRB Billing Thresholds: each new DRB account will be created with a \$100/month billing threshold or other such threshold that may be established by mutual consent of the CDCR and GTL. Exceptions will be determined on a case by case basis. For example, defense attorneys and bail bondsmen may require special consideration given their respective roles within the corrections environment.

Customer Service and Support – Convenient Accessibility

GTL provides end users (relatives and friends of inmate/wards) toll-free telephone access to our knowledgeable Customer Service staff seven (7) days week from 5:00 A.M. to 9:00 P.M. Pacific Time; plus an Internet Web Site that that can be accessed 24-hours a day and provides information and planned enhancements for email support to contact our Billing Customer Support Department.

In addition to the toll free numbers, GTL's Customer Service will be accessible by mail, email, web-site, fax, and TTY. The addresses and telephone numbers for each of these communication methods will be published on all billings, customer solicitations, public portal, and customer correspondence.

Our service representatives are well versed in the IWTS functions and adept at handling billing disputes and adjustments and issues related to blocked calls. GTL Customer Service representatives have access to up-to-date account information that includes current account status, call records, and billing and payment histories.

For our domestic CDCR End-Users, GTL will provide separate, dedicated, toll free Customer Service access numbers for English-speaking; Spanish-speaking, and TTY callers. These dedicated numbers can be reached from all points within the United States and Puerto Rico. For International customers, our toll free Customer Service, we will provide English and Spanish speaking live operators.

Customer Requested Call Blocks: With each and every inmate call, GTL IWTS's automated operator gives called parties an option to request that calls from the correctional facility be blocked. During a call attempt, the automated operator informs the called party: "If you wish to block future calls of this nature, press or say '7' to receive further information." The party that chooses this option is instructed to call a toll free customer service number.

GTL's Billing and Customer Service Department will place a "Customer Requested Block" on the line. This block will prevent the delivery of any future inmate calls to the number from any GTL managed correctional facility. At the time the block is requested the customer is asked to provide a password. To have the block removed at a future date, the customer must provide the password.

In almost all cases a customer request to block (or to remove a block) is implemented immediately, while the customer is still on the line. However, to allow for any unusual circumstances, the customer is assured the block will be implemented (or removed) within 24 hours.



Website Support: GTL's Website (www.offenderconnect.com) has information and links about our Billing and Customer Service Department for the public's use. From this site, emails (for example, with billing questions or requests for blocks) go directly to GTL's Billing and Customer Service Department for review and handling. Once received, the customer will receive email confirmation of the resolution to their concern. If required or additional information is needed, a GTL customer service representative may contact the consumer directly.

We actively promote our support services for End-Users by:

- Including our Family and Friends User Guide for the State of California available to download as a PDF from the website.
- Planned enhancements for email to contact our Billing Customer Service Department for customer service.
- Publishing our Billing Customer Service toll free telephone and fax numbers on our public website;
- Posting Frequently Asked Questions (with answers) on our public website.

End-Users who contact GTL by phone are never directed to an automated IVR to help resolve issues.

COMPLAINT TRACKING AND REPORTING SYSTEM AND COMPLAINT RESOLUTION PROCESS

Global Tel Link uses the M.R.I.T (Management Reporting and Information Tracking) system for tracking and reporting of escalated complaints. This reporting system allows GTL to track all escalated complaints received from consumers, DOC, and various state, county and city agencies. All complaints are assigned a due date based on the type of complaint.

Our highly trained Billing Customer Service staff can usually resolve inquiries or complaints during the initial call from the End-User.

Any Billing Customer Service issue that cannot be readily resolved by the call center representative is quickly brought to the attention of a Billing Department Supervisor. Escalated issues or complaints that cannot be quickly resolved by Billing Supervisors are passed to a Priority Billing Customer Service group for handling. The Priority Billing Customer Service group records and tracks all escalated issues and targets resolution of 95% of issues within 48 hours.

Each complaint has a resolution log indicating propose issue resolution. Once this is done the customer is contacted (via telephone, email or by letter) advising of our findings and resolution. The agency complaints are handled the same. However the resolution log is provided to the complaining agency reflects GTL's findings.

If Global Tel Link receives an escalated complaint from various agencies, consumers and DOC/Priority escalation groups, the following steps are taken:

- 1) They are logged and assigned an M.R.I.T number.
- 2) They are assigned to a Billing Customer Service Specialist for investigation
- 3) Once the investigation is complete the customer is contacted to discuss our findings and possible resolution to their issue.
- 4) Once the issue has been completely resolved and the customer contacted the specialist request the M.R.I.T is closed.

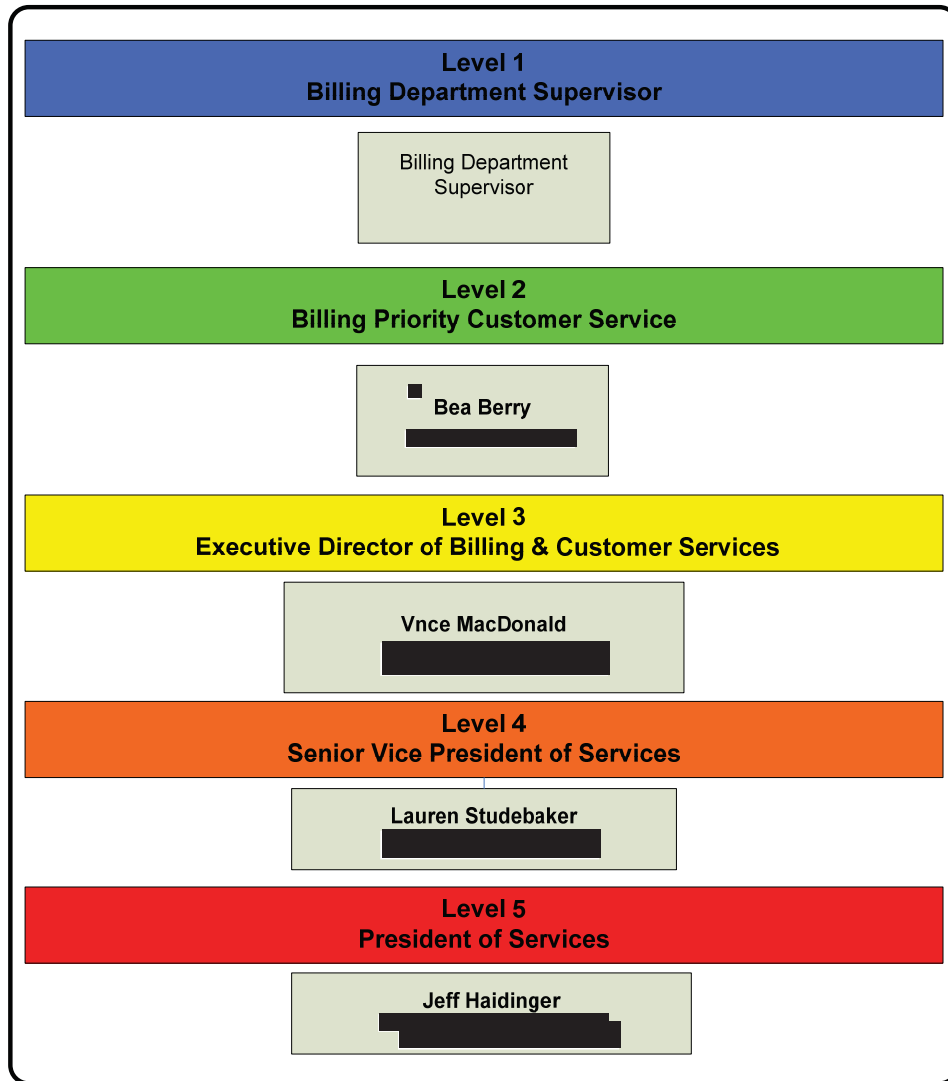
Below is the estimated time of completion by escalation complaint type:

- DOC/Priority Esc- 24-48 hours
- Consumer- 3-5 days
- BBB – timeframe specified by agency
- PUC/PSC- timeframe specified by agency
- Other State, City, County Agencies- timeframe specified by agency
- FCC- timeframe specified by FCC
- Subpoena-turn around based on subpoena stipulations.

COMPLAINT ESCALATION PROCESS

Our highly trained Billing Customer Service staff can usually resolve inquiries or complaints during the initial call from the End-User. Any Billing Customer Service issue that cannot be readily resolved by the call center representative is quickly brought to the attention of a Billing Department Supervisor. Escalated issues or complaints that cannot be quickly resolved by Billing Supervisors are passed to a Priority Billing Customer Service group for handling. The Priority Billing Customer Service group records and tracks escalated issues and targets resolution of 95% of issues within 48 hours. Detailed below is GTL's escalation path for unresolved called party complaints or problems that are more complex in nature.

Called Party Complaint Escalation Path



ROOT-CAUSE ANALYSIS PROCEDURES

Through our MRIT system, we are able to collect valuable data from friends and family members who use our customer service centers. Supplementing this data source, are our own customer service management and metric tools. Collectively, this yields insightful data from which to conduct a Root Cause Analysis (RCA). At its core, RCA attempts to identify the source of the problem rather than treating the symptom. In a service oriented company such as GTL, RCA focuses on the process and procedures employed in the service provided and the management and oversight of these processes and procedures.

For customer service RCA, GTL will follow these steps:

1. Determine the problem (s)
2. Collect information about the problem, which may used to evaluate the problem.
3. Analyze the data collected and identify any potential relationship between the problems and information gathered in step #2.
4. Identify the potential causes, which may or may not prevent recurrence.
5. By eliminating the potential causes, which do not prevent recurrence, we are able to reduce the list to the likely candidates that prevent recurrence and make recommendations for implementation, the anticipated timeframes for effectiveness and the dependencies required to implement the recommendations.
6. Implement the recommendations.
7. Assess the output from the implementation of the recommendations and adjust the implementation accordingly.
8. Ensure management consistently applies the revised procedures to prevent a relapse of the original problem.



6.3.6.1 Customer Service Hours of Operation for IWTS

Requirement revised per Addendum 7

The Prime Contractor's End-User Customer Service Hours of Operation shall be provided by a live operator seven (7) days a week during the hours of 5:00 a.m. to 9:00 p.m. PT. In addition to the toll free numbers, Customer Service shall be accessible by mail, e-mail, web site, fax, and TTY. The addresses and telephone numbers for each of these communication methods shall be published on all billings, customer solicitations, IWTS Public Web Site, and customer correspondence. The Prime Contractor's Customer Service shall be operated within the United States.

CDCR Authorized Staff shall have access through the IWTS Private Web Portal to the Prime Contractor's Complaint Tracking and Reporting System.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

Description:

GTL's End-User Customer Service Center for our CDCR IWTS Project will be located within the United States; with roll-over to our Customer Service Centers in Gainesville, FL and Mobile, AL when needed. We provide live operator service seven days a week.

Live operators in GTL's Customer Service Center will be available seven (7) days a week during the hours of 5:00 A.M. to 9:00 P.M. Pacific Time.

In addition to the toll free numbers, GTL's Customer Service will be accessible by mail, email, web-site, fax, and TTY. The addresses and telephone numbers for each of these communication methods will be published on all billings, customer solicitations, public portal, and customer correspondence.

CDCR Authorized Staff will have access to GTL's Customer Complaint Tracking and Reporting System.

6.3.6.2 IWTS Toll Free Customer Service Access Number

The Prime Contractor shall provide a Toll Free Customer Service Access Number dedicated to the IWTS/MAS Contract for all domestic Customer Service functions as well as TTY callers. The domestic IWTS Customer Service numbers must be accessible from anywhere in the United States, and Puerto Rico.

Bidders shall list the toll free Customer Service numbers for all International locations that are available.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL will provide a toll free access Customer Service Access Number dedicated to the IWTS/MAS Contract for all domestic Customer Service functions as well as TTY callers. The domestic IWTS Customer Service numbers will be accessible from anywhere in the United States and Puerto Rico.

Our toll free Customer Service numbers for International locations are as follows:

Country	Customer Service #	Country	Customer Service #
Austria	0800-292-004	Ireland	1-800-55-8825
Bahamas	1-888-216-7423	Italy	800-788845
Belgium	0800-7-2264	Jamaica	1-888-216-7423
Costa Rica	0-800-011-1087	Latvia	800-2711
Cyprus	8009-0664	Luxembourg	800-2-6480
Czech Republic	800-142-530	Mexico	001-888-216-7423
Denmark	80-886264	Netherlands	0800-023-5319
Dominica	1-888-216-7423	Panama	001-888-216-7423
Dominican Republic (D3)	1-888-216-7423	Poland	0-0-800-111-1709
Finland	0800-9-14874	Portugal	800-8-11424
France	800-90-9848	Spain	900-98-1205
Germany	0800-182-0257	Sweden	020-79-7932
Greece	00-800-11-002-0850	Trinidad & Tobago	1-888-216-7423
Hungary	06-800-16-270	United Kingdom	0808-234-4566

6.3.6.3 Supported Languages

The Prime Contractor's Customer Service shall be provided in both English and Spanish.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL's customer service will be available in both English and Spanish.



6.3.6.4 IWTS Complaint Resolution and Escalation Plan

The Prime Contractor shall process End-User issues quickly with a single contact to the Customer Service. The Prime Contractor shall provide a complaint resolution team. Complaints that do not have a specific resolution plan within 24-hours of receipt by the Prime Contractor shall be identified, reported, tracked and managed by the Complaint Resolution Team.

Bidders shall describe the Complaint Resolution and Escalation Plan process, including standard target times for resolution, as part of the Escalation Plan requirement in Section 6.13.3, IWTS Escalation Plan.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

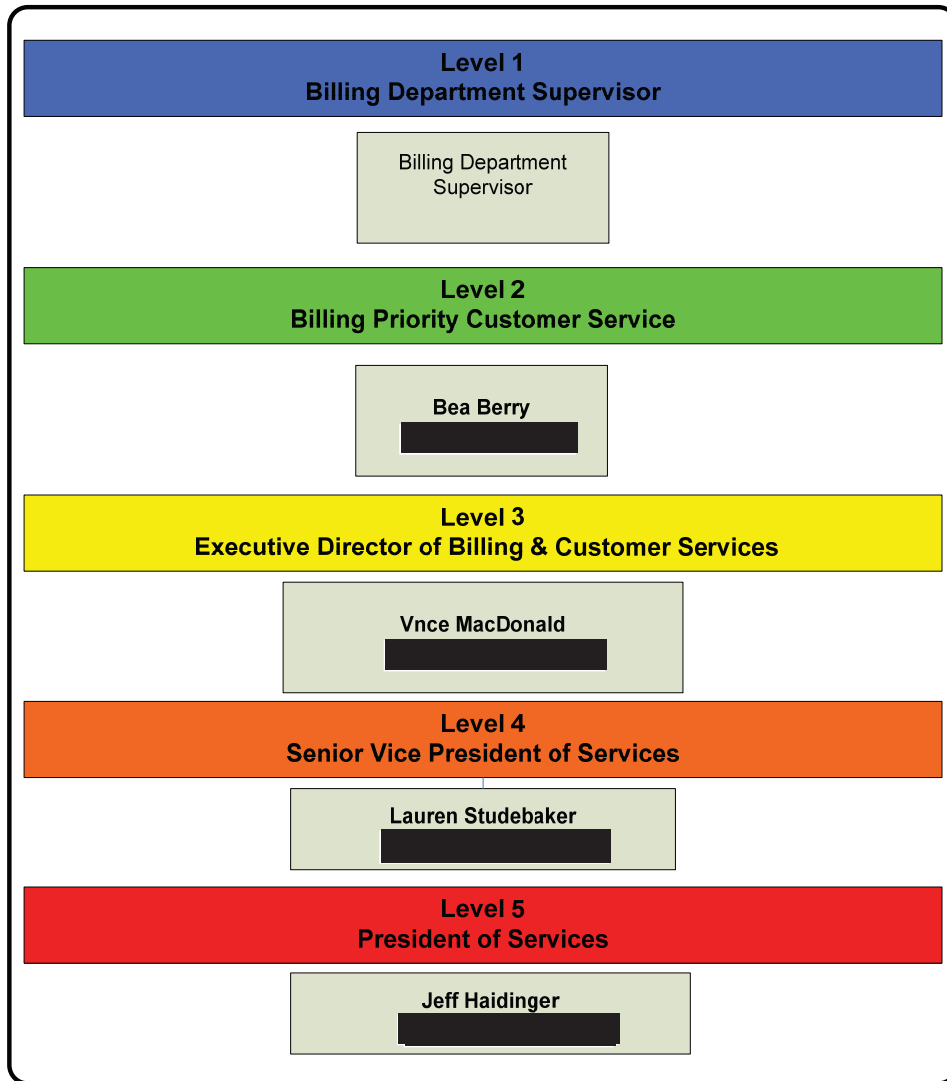
Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

Our highly trained Billing Customer Service staff can usually resolve inquiries or complaints during the initial call from the End-User. Billing and Customer Service issues that cannot be readily resolved by the call center representative within 24 hours are quickly brought to the attention of the Complaint Resolution Team. Escalated issues or complaints that cannot be quickly resolved by Billing Supervisors are passed to a Priority Billing Customer Service group for handling. The Priority Billing Customer Service group records and tracks escalated issues and targets resolution of 95% of issues within 48 hours. Detailed below is GTL's escalation path for unresolved called party complaints or problems that are more complex in nature.

Called Party Complaint Escalation Path





6.3.6.5 IWTS Service and Support Resources

End-User support materials, User Guides, public portal support options (including FAQs and e-mail) and an IVR based help system shall be provided and actively promoted by the Prime Contractor. Customer Service calls that are directed to an IVR must have all prompts and recordings provided in the same language associated with the number that was used to contact the Customer Service. The two (2) language options shall be English or Spanish.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

GTL actively promotes our support services for End-Users by:

- Including our Family and Friends User Guide for the State of California available to download as a PDF from the website.
- Providing email links to our Billing Customer Service Department on our public website
- Publishing our Billing Customer Service toll free telephone and fax numbers on our public website
- Posting Frequently Asked Questions (with answers) on our public website.

End-Users who contact GTL by phone and use the automated IVR to help resolve issues will be greeted with an IVR with prompts and recordings in the same language that was used to contact GTL's customer service center. The two (2) language options will be English or Spanish.

6.3.6.6 Customer Service Average Speed of Answer (ASA) for IWTS

The Average Speed of Answer (ASA) is defined as the time from which a call is presented to the Customer Service system until it is answered by a live operator who is capable of servicing the caller. An operator who answers the call but is not trained to handle customer complaints and must transfer the caller does not meet this requirement, such that the ASA time will continue until answered by a qualified Customer Service Representative. All Customer Service access numbers must be captured and reported as part of the ASA report. The daily ASA of all IWTS Customer Service calls shall not be less than 80% of the calls answered within 60 seconds. If Spanish callers and the category of all other non-English callers comprise more than 10 percent (10%) of the total volume, then the minimum daily ASA requirement of 80% of the calls answered within 60 seconds shall separately apply for that language group. When a call is answered by an IVR system or its equivalent, the ASA time shall not include the time in the IVR if:



- 11) The initial prompt and all additional prompts shall offer the caller the option of speaking with a live operator by dialing zero(0) at any time. No user input after five (5) seconds of a prompt will be assumed to be a request for an English speaking live operator, preferably someone who is bilingual;
- 12) The menu selections are no deeper than five (5) levels at any point from the top level (initial greeting);
- 13) The State shall have final approval of all prompts, greetings and recordings;
- 14) No single menu shall offer more than four (4) selections in addition to zero (0) for a live operator and asterisk (*) or pound sign (#) to return to the previous menu;
- 15) The IVR shall not for any reason automatically disconnect the caller; or,
- 16) Menu Usage and Time in the System reports shall be available as part of the IVR System and made available upon request by the State.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



6.4 LIVE MONITORING TERMINALS



6.4 IWTS LIVE MONITORING TERMINALS

Revised Requirement per Addendum 3

The Prime Contractor shall provide IWTS Live Monitor Terminals installed in multiple locations that include control booths in buildings, such as housing units, observation towers, gyms, and hospitals. IWTS Live Monitoring Terminals shall allow custody staff to listen in real-time to inmate telephone conversations and scan, barge-in, and terminate calls. This equipment shall have the capability of turning on and off the phones within the officer's span of control. This section specifically describes the requirements for the IWTS Live Monitoring Terminals. The IWTS Live Monitoring Terminal configuration is different from the live monitoring used on the Prime Contractor hosted web-based application and the IWTS Investigative Workstations described in Section 6.5, CDCRIWTS Investigative System.

The Prime Contractor shall provide as many IWTS Live Monitoring Terminals as are required at each CDCR facility found in Exhibit 6-C2, Adult Institutions' IWTS Anticipated Equipment and 6-G2, Youth Facilities' IWTS Anticipated Equipment. Additional IWTS Live Monitoring Terminals may be requested by the State in the future and shall be provided at no cost to the State and without an increase in call rates or fees.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*

[REDACTED]

[REDACTED]

6.4.1 IWTS LIVE MONITORING TERMINAL NETWORK

The IWTS Live Monitoring Terminal network shall be a fully standalone system operating on the Prime Contractor's network independent of any CDCR equipment or network infrastructure with the exception of the State provided cabling.



Bidders shall identify and describe the network and infrastructure to be utilized for IWTS Live Monitoring Terminal operation. Bidders shall provide all of the information for the IWTS Telephone System Network as described in Section 6.3.1.1, IWTS Voice Network Design Requirements.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [IWTS Network Diagrams](#)

Location: [GTL Diagram and Drawings Envelope](#)

 Description:

[Redacted description text]

6.4.2 IWTS LIVE MONITORING TERMINALS

The IWTS shall provide CDCR with the ability to selectively monitor call activity within their Span of Control in real time, and initiate appropriate action as necessary. The IWTS Live Monitoring Terminals will be utilized by authorized staff to monitor inmate/ward telephone calls as they occur.

The IWTS Live Monitoring Terminals shall provide multiple authorization level Log-Ins. IWTS Live Monitoring Terminal displays shall be configurable only with various authorization levels that allow or deny modification of terminal display or settings. A default setting template shall be provided for all IWTS Live Monitoring Terminals.

In addition to the IWTS Live Monitoring Terminals described in this section, Prime Contractor shall provide specific monitoring locations with additional hardware that shall include a speaker and/or a manual cut-off switch(es) as described in Section 6.3.3.10.2, Hardwired Switch Manual Termination, that will be used by CDCR staff to monitor active IWTS conversations. The anticipated speaker box deployments are provided in Exhibit 6-D2, CDF/CDCR Adult Camps' IWTS Anticipated Equipment, through Exhibit 6-G2, Youth Facilities' IWTS Anticipated Equipment.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted description text]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL will provide the number of Live Monitoring Terminals initially required at each CDCR facility and will provide additional terminals in the future at no cost to the State.

6.4.2.2 IWTS Live Monitoring System

The IWTS shall have the capability of monitoring the inmate/ward telephone calls in progress over the IWTS Live Monitoring Terminals within their Span of Control. The IWTS Live Monitoring system shall be expandable to monitor new telephones without requiring additional cable.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:



6.4.2.3 IWTS Graphical User Interface (GUI)

The IWTS Live Monitoring Terminals shall employ an industry standard GUI that includes intuitive command standards for desktop, screen and window behavior.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:



6.4.2.4 IWTS Live Monitoring Terminal Identification

The IWTS Live Monitoring Terminals shall be automatically identified within the system, preferably through a hardware-generated identifier such as the network interface card node address or controller port address. The CDCR Operations Manager will provide a unique identification schema for cross-reference purposes to be integrated with applicable databases.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ *page* _____ *paragraph* _____

 *Description:*



6.4.2.5 IWTS Live Monitoring Terminal Display Content Requirements

The IWTS Live Monitoring Terminals shall provide authorized staff with access to view the following information that will appear in a font size of 12 or larger:

- 17) IWTS station number (within the vendor's network) for each telephone;
- 18) Location and telephone identification number of IWTS telephones being monitored that will be provided by CDCR;
- 19) Current date and time;
- 20) Incremental call duration timer (mm:ss) for each call;
- 21) One (1) to 30 telephones shall be displayed simultaneously on a single terminal screen;
- 22) Indicators for each telephone that is off-hook;
- 23) Indicator for call currently listened to when in scan mode;
- 24) Indicator for call currently listened to when in park mode;
- 25) An indicator to reflect the equipment is communicating with the network;
- 26) An indicator for the key to press for the help screen; and,



27) An indicator (blinking cursor) that reflects the navigational position on the screen.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[REDACTED]

6.4.2.6 IWTS Log-In Screen

Revised Requirement per Addendum 3

Upon log-in, the IWTS shall:

- 1) Display an approved system use notification message or banner before granting access to the IWTS that provides privacy and security notices consistent with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance states:
 - a) Users are accessing an official State of California information system;
 - b) System usage may be monitored, recorded, and subject to audit;
 - c) Unauthorized use is prohibited and subject to criminal and civil penalties; and,



d) Use of the system indicates consent to monitoring and recording.

2) Retain the notification message or banner on the screen until users take explicit actions to log on to or further access the information system.

The Prime Contractor shall modify the notice at the CDCR Operations Manager's request.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[REDACTED]

[REDACTED]

[REDACTED]

6.4.2.7 IWTS Live Monitoring Terminal Functionality Requirements

Revised Requirement per Addendum 3

The IWTS shall provide the following functionality requirement for each IWTS Live Monitoring Terminal for the inmate/ward telephones with their designated Span of Control:

- 28) Scan and monitor active calls (individual and all telephones within Span of Control). Scan mode shall be programmable and set to scan in intervals approved by CDCR Operations Manager;
- 29) Park and listen to an active call;
- 30) Monitor in a hands-free manner;
- 31) Terminate active calls;
- 32) Barge-in to active calls and talk;
- 33) Access a Help" menu with one (1) keystroke;



- 34) Turn phones on or reactivate a phone (individual and all telephones within Span of Control);
- 35) Turn phones off or disconnect a call (individual and all telephones within Span of Control); and,
- 36) A text field shall display on the monitoring screen, of at least 250 characters, to allow authorized staff to input notes.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

[REDACTED]

[REDACTED] IWTS Scan and Live Monitoring of Multiple Calls

The IWTS Live Monitoring Terminals shall have the capability to scan and monitor a selected number of calls in progress. The number of simultaneously scanned conversations from a single IWTS Live Monitoring Terminal shall not exceed the total amount of monitored telephones that appear on the monitoring screen. The system shall indicate which telephone is currently being monitored.

Authorized monitoring staff shall have the ability to scan the ongoing calls in user definable intervals of one (1) to 30 seconds for each call in progress. Authorized monitoring staff shall have the ability to manually stop and start the scanning to monitor any call in progress.



Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

[REDACTED]

6.4.2.8.1 Park and Listen To Calls

The IWTS Live Monitoring Terminal shall have the capability to park and listen to an active call. The system shall indicate which inmate/ward telephone is being monitored at any given time and show the status of each inmate/ward telephone, in-use or idle.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

[REDACTED]

6.4.2.8.2 Hands-Free Monitoring

The IWTS Live Monitoring Terminal shall have the capability to listen to an active call hands-free through an integrated speaker. The authorized user shall have the ability to increase or decrease the volume using a dial or a single keystroke.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:



6.4.2.8.3 Termination of Active Calls

The Live Monitoring Terminal shall be able to manually terminate calls for a single or group of inmate/ward telephones within the Span of Control. Each Live Monitoring Terminal shall have a defined list of telephones that it can control through the Call Termination function. All manually terminated calls shall be flagged as a hard kill in the end code column of the Call Detail Report.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:



6.4.2.9 IWTS Barge-In To Active Calls

The IWTS Live Monitoring Terminal shall have the capability for the authorized staff monitoring calls to interrupt or barge in and talk on selected inmate/ward telephone calls. After the barge in is complete, the system shall have the ability to resume the call or disconnect the call.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:





6.4.2.10 IWTS Access a "Help" Menu

The IWTS Live Monitoring Terminal shall have the capability to access a "Help" menu with one (1) keystroke that allows the authorized user to view the description of the specific IWTS Live Monitor Terminal key functionality on the screen. The designated keystroke shall have the ability to toggle in and out of this menu. Functionality other than the IWTS Live Monitor Terminal shall be excluded from the "Help" menu.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

[REDACTED]

6.4.2.11 IWTS Live Monitoring Terminal Display of Active Call

The time between the first possible detection of a call in progress within the Span of Control of the IWTS Live Monitoring Terminal shall not exceed two (2) seconds before the active call appears on the display screen.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

[REDACTED]

6.4.2.12 IWTS Live Monitoring Terminal Stealth

The IWTS shall provide the capability to monitor calls in progress without the inmate/ward or called party's awareness through attenuation of volume or other audible sound(s) to suggest that the conversation is being monitored.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____



 Description:

[Redacted]

6.4.2.13 IWTS Live Monitoring Terminal Volume

Revised Requirement per Addendum 3

The audible volume of the call shall remain the same when the call is monitored. The volume shall not be impacted if one (1) or more authorized users are listening to a call.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:

[Redacted]

6.4.2.14 Multiple Users Monitoring a Live Call with IWTS

Revised Requirement per Addendum 3

The IWTS shall allow up to three (3) simultaneous live monitoring authorized users on the same IWTS telephone call at the same time from different locations or access methods.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

 Description:



6.4.2.15 IWTS Live Monitoring Terminal Physical Restrictions

Requirement revised per Addendum 7

The space available for IWTS Live Monitoring Terminals is extremely limited - two (2) feet wide by two (2) feet deep. Live Monitoring Terminals cannot be mounted to CDCR equipment. Live Monitoring Terminals shall be configured with the following characteristics:

- 37) External dimensions no greater than 14.0 inches wide x 12.0 inches deep x 12.0 inches high;
- 38) Minimum 14 inch diagonal screen size;
- 39) Non-glare, high intensity screen suitable for brightly lit areas (glare is problematic for Live Monitoring Terminals in Towers);
- 40) Stereo 3.5 mm headphone jack;
- 41) Integrated microphone;
- 42) Integrated speaker, volume controls, 102Hz to 18KHz frequency range;
- 43) Function keys to operate the functions described in Section 6.4.2.7, IWTS Live Monitoring Terminal Functionality Requirements, shall be visibly marked for ease of use by the authorized monitoring staff;
- 44) No access to the workstation configuration or the ability to modify characters displayed on the screen shall be allowed. These functions shall be password protected and only used by authorized Prime Contractor staff;
- 45) Disable USB ports, access to internal operating software, and camera or other standard integrated hardware/software features that would conflict with the intended use of the standalone terminal described within Section 6.4.2 IWTS Live Monitoring Terminals.
- 46) No access to the internet;
- 47) No games, music or other entertainment features shall be available:
and,
- 48) No use of a mouse due to limited space.



Bidders shall provide documentation that describes the physical characteristics of the IWTS Live Monitoring Terminals including hardware specifications and pictures.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [Hardware Specifications](#)

Location [Volume IV Literature](#) page IV-11

Description:

[Redacted]

- [Redacted]
- [Redacted]
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[Redacted]	[Redacted]	[Redacted]



6.4.2.16 IWTS Live Monitoring Terminal Physical Security

Revised Requirement per Addendum 3

The Prime Contractor shall provide a means for the IWTS Live Monitoring Terminals to be physically secured to a desktop, or other designated surface to prevent the IWTS Live Monitoring Terminal from being moved or relocated by non-authorized Prime Contractor personnel. The Prime Contractor shall employ stranded cable and a lock, of sufficient size and strength, or equivalent as agreed to by the State.

The Prime Contractor's staff shall retain a master key to unlock the IWTS Live Monitoring Terminal in the event repair, removal, relocation or other reason.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: [Hardware Specifications](#)

Location [Volume IV Literature](#) page [IV-11](#)

Description:

[Redacted description text]

6.4.2.17 IWTS Extended Distances of Live Monitoring Terminals

The IWTS Live Monitoring Terminals shall be capable of operating extended distances from the inmate/ward telephone(s) that are being monitored. The Prime Contractor shall provide LAN extenders to ensure signal strength meets quality standards for the extended distances.

Bidder understands and agrees to meet or exceed all of the Requirements as stated above? Yes No

Reference: _____

Location _____ page _____ paragraph _____

Description:

GTL will provide LAN extenders for Live Monitoring Terminals operating extended distances from the inmate/ward telephones within their spans of control to ensure signal strength meets quality standards for the extended distances.