

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND

SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,
T-NETIX TELECOMMUNICATIONS SERVICES, INC.

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and T-Netix Telecommunications Services, Inc. ("Contractor") to provide Statewide inmate telephone services.

This Amendment:

- Revises **Section III., A., COMPENSATION** to revise the COLLECT CALL SURCHARGE table, to revise the PREPAID CALL SURCHARGE table and to insert the COIN OPERATED TELEPHONES table; and
- Revises **Section IV., B. Department's Contract Administrator.**

Original contract period: September 25, 2007 through September 24, 2012

In accordance with Section V., Contract Modifications; the following changes are hereby made:

1. **Section III., A., COMPENSATION**, is hereby revised to revise the COLLECT CALL SURCHARGE table, to revise the PREPAID CALL SURCHARGE table and to insert the COIN OPERATED TELEPHONES table read:

III. COMPENSATION

A. Payments and Invoices

The Department established a fixed "to connect" surcharge for service delivery of its ITS. The "to-connect" surcharge established by the Department shall be utilized by the Contractor for local, local extended area calls, and for all calls on the North American Dialing Plan, including interlata, intralata, and interstate calls. There shall be no additional rate per minute charges allowed for local coin and local extended area calls.

COLLECT CALL SURCHARGE:

The Contractor shall provide inmate telephone COLLECT CALL service at the following surcharges and rates:

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER MINUTE
Local Extended Area	\$0.50	\$0.00
Inter-lata	\$1.20	\$0.04
Intra-lata	\$1.20	\$0.04
Interstate	\$1.20	\$0.04

PREPAID CALL SURCHARGE:

The Contractor shall provide inmate telephone PREPAID CALL service at the following surcharges and rates:

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER MINUTE
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.02	\$0.04
Intra-lata	\$1.02	\$0.04
Interstate	\$1.02	\$0.04

COIN OPERATED TELEPHONES:

The Contractor shall provide inmate telephone COIN OPERATED TELEPHONE service at the following surcharges and rates:

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER MINUTE
Local Coin	\$.50	\$0.00
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.20	\$0.04
Intra-lata	\$1.20	\$0.04
Interstate	\$1.20	\$0.04

2. Section IV., B. Department's Contract Administrator, is hereby revised to read:

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Robert E. Staney, Chief
Bureau of Procurement & Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Phone: (850) 488-6671
Fax: (850) 922-5330
Email: staney.bob@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

1. Maintain the official Contract file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor.


All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.


CONTRACTOR:


**SECURUS TECHNOLOGIES, INC. through its wholly owned subsidiary, T-NEXTIX
Telecommunications Services Inc.**

SIGNED
BY: 
NAME: Robert Pickens
TITLE: CMO
DATE: 7/1/09
FEID #: 20-0722940

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED
BY: 
NAME: **Richard D. Davison**
TITLE: **Deputy Secretary
Department of Corrections**
DATE: 7/29/09

SIGNED
BY: 
NAME: **Kathleen Von Hoene**
TITLE: **General Counsel
Department of Corrections**
DATE: 6/12/09

CONTRACT AMENDMENT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,
T-NETIX TELECOMMUNICATIONS SERVICES, INC.

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and T-Netix Telecommunications Services, Inc. ("Contractor") to provide Statewide inmate telephone services.

This Amendment:

- Revises Section III., A., Compensation fourth paragraph, COIN OPERATED TELEPHONES.

Original contract period:
Amendment #1

September 25, 2007 through September 24, 2012
July 29, 2009 through September 24, 2012

In accordance with Section V., Contract Modifications; the following changes are hereby made:

1. Section III., A., Compensation, fourth paragraph, COIN OPERATED TELEPHONES is hereby revised to read:

III. COMPENSATION

COIN OPERATED TELEPHONES:

The Contractor shall provide inmate telephone COIN OPERATED TELEPHONE service at the following surcharges and rates:

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER MINUTE
Local Coin	\$.50	\$0.00
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.20	\$0.04
Intra-lata	\$1.20	\$0.04
Interstate	\$1.20	\$0.04

TYPE OF CALL	"TO CONNECT" SURCHARGE	RATE PER FIVE MINUTE INCREMENT
1+ Inter-lata	\$1.20	\$0.20
1+ Intra-lata	\$1.20	\$0.20
1+ Interstate	\$1.20	\$0.20

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All other terms and conditions of the original Contract and any previous amendments remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

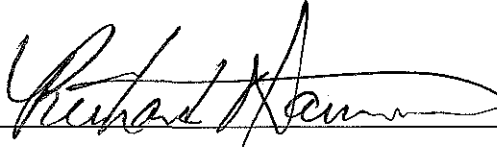
CONTRACTOR:

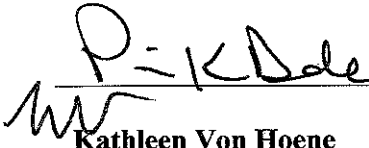
SECURUS TECHNOLOGIES, INC. through its wholly owned subsidiary, **T-NEXTIX Telecommunications Services Inc.**

SIGNED BY: 
NAME: Robert Fickens
TITLE: Chief Marketing Officer
DATE: 1-8-10
FEID #: 20-0722 940

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED BY: 
NAME: **Richard D. Davison**
TITLE: **Deputy Secretary
Department of Corrections**
DATE: 1/29/10

SIGNED BY: 
NAME: **Kathleen Von Hoene**
TITLE: **General Counsel
Department of Corrections**
DATE: 12-21-09

CONTRACT BETWEEN
THE DEPARTMENT OF CORRECTIONS

AND

**SECURUS TECHNOLOGIES, INC., THROUGH ITS WHOLLY OWNED SUBSIDIARY,
T-NETIX TELECOMMUNICATIONS SERVICES, INC.**

This Contract is between the Florida Department of Corrections ("Department") and SECURUS Technologies, Inc., through its wholly owned subsidiary, T-Netix Telecommunications Services, Inc. ("Contractor") which are the parties hereto.

WITNESSETH

Whereas, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes;

Whereas, the Contractor is a qualified and willing participant with the Department to provide statewide inmate telephone services;

Whereas, this Contract is Revenue Generating and is not a purchase as contemplated by Chapter 287, Florida Statutes;

Whereas, although not required to be procured through a competitive solicitation, this contract resulted from the Department's issuance of ITN #06-DC-7695.

Therefore, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

I. CONTRACT TERM AND RENEWAL

A. Contract Term

This Contract shall begin on the date on which it is signed by both parties, and shall end at midnight five (5) years from the date of execution. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its initial term.

B. Contract Renewal

The Department has the option to renew this Contract for one additional five (5) year period after the initial Contract period upon the same terms and conditions contained herein and at the renewal prices indicated in Section III, Compensation. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Contract and subject to the availability of funds. The Department, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than thirty (30) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the Department choose to renew this Contract.

II. SCOPE OF SERVICE

A. Services to be Provided

The Contractor shall provide a fully operational, local and long distance, secure and reliable statewide Inmate Telephone Service (ITS). The Contractor-provided ITS system shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Department's requirements set forth in Section III, Scope of Service of ITN #06-DC-7695, which is incorporated by reference herein, as if fully stated. E-messaging services are also required to be provided by the Contractor.

B. Rules and Regulations

1. The Contractor shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the Contract. Failure to comply with present and future municipal, state or federal requirements will result in termination of the contract with the Contractor and the payment by Contractor of any application fees, penalties, fines or other costs or monetary payment assessed against or incurred by the Department for violation of such requirements.
2. The Contractor shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the Contract.
3. The Contractor shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Department and within a time frame agreed to by the Department's Local Contract Coordinator - Operations, to ensure proper use of the ITS by inmates and Department personnel.
4. The Contractor shall keep all call processing and call rating information current by reporting all changes to the Contract Manager. This information shall include, but not be limited to, local exchanges, area codes, country codes, vertical & horizontal coordinates and any other information necessary to accurately process and rate calls.
5. The Contractor shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Contract. These regulatory changes include federal, state or local municipal modifications. These changes shall be made within a time frame agreed to by the Department's Local Contract Coordinator - Operations and at no cost to the Department.
6. The Contractor shall ensure that the ITS provides telephone reception quality meeting all industry standards for service quality as defined by the Florida Public Service Commission ("FPSC") and by the Federal Communications Commission ("FCC"). The Contractor shall accept the Department's decision regarding determination of quality.
7. The Contractor shall ensure that all of its work and materials comply with all local, county, state and federal laws, rules, ordinances and regulations as well as with any directive provided by inspectors appointed by proper authorities having jurisdiction at each Department facility. Should violation of codes, laws, or statutes, or ordinances

occur relating to this ITS project, the Contractor shall correct the situation at no cost to the Department, including payment of any fines or penalties associated with the violation.

C. Communications

Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of this Contract, the following definitions shall apply:

1. Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.
2. Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within fifteen (15) calendar days of receipt.
3. Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, imposition of liquidated damages, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) days of receipt.

The Contractor shall respond to Informal and Formal communications by facsimile or email, with follow-up by hard copy mail.

A date/numbering system shall be utilized for tracking of formal and informal communications.

The only personnel authorized to use formal contract communications are the Secretary of the Department of Corrections, and Chief of Staff, the Department's Contract Manager, and Contract Administrator, and the Contractor's CEO or Project Manager. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel named under Formal Contract Communications, personnel authorized to use Informal Contract Communications are the Department' Local Contract Coordinator and the Contractor's ITS System Administrator and any comparable corporate positions on behalf of the Contractor or other persons designated in writing by the Contractor.

In addition to the Contract communications noted in Section II., C., in this Contract, if there is an urgent administrative problem the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty eight (48) hours. The Contractor or Contractor's designee at each institution shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about inmates within three (3) working days of receipt of the request.

D. Contractor's Responsibilities

The Contractor shall provide the following:

1. A comprehensive inmate telephone service that will allow for collect and prepaid calls for local, interlata, intralata, intrastate, interstate and international calls and local telephone exchange service;
2. A technology system, which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring, and other required system functionality;
3. Installation of new telephone instruments (equipment) at all included facilities including the required number of instruments and any required station cabling as determined necessary;
4. Systems and equipment that support the Department's call monitoring/security needs, including terminals, and digital recording equipment as determined necessary;
5. Creation of a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
6. E-messaging capability for inmates to receive e-messages from a limited number of persons and addresses (receipt only will be accepted), with enhanced communication surveillance, screening and security;
7. Contractor personnel to include ITS System Administrator, Field Repair/Site Technicians and Service Representatives to perform oversight, operational assistance and maintenance and repair to the ITS system and equipment;
8. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
9. Provision of all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or Department staff; and
10. Provision of all related support services not otherwise indicated herein.

E. Facility Implementation Plan and Transition of Service

This Contract has approximately a sixty-seven (67) day implementation period, for the initial delivery of equipment, supplies and hiring and training of Contractor staff and transition of services from Contract C1864. The Contractor shall have the capability to commence implementation of services no later than September 24, 2007, and full service delivery of inmate telephone services at all institutions, including meeting all security requirements at all institutions, no later than November 30, 2007. Upon Contract execution, the Contractor shall submit an Estimated Implementation Plan and Transition Date Schedule to the Contract Manager. The Contractor's Estimated Implementation Plan and Transition Date Schedule shall be adjusted as necessary and approved as Contractor's Final Implementation Plan and Transition Date Schedule by the Contract Manager. This plan shall be designed to provide for seamless transition with minimal interruption of telephone services to inmates.

NOTE: The implementation schedule for the E-messaging Service shall be mutually determined by the Contractor and the Contract Manager, but shall begin no sooner than approximately sixty-seven (67) days after contract execution, based on Department direction of implementation.

The Final Implementation Plan and Transition Date Schedule for Inmate Telephone Services shall provide a schedule of implementation for each institution which illustrates the date and

time for start of installation and a date certain for the system and equipment to be fully operational and providing services. The Department has chosen Jefferson Correctional Institution, Jefferson County, Florida, ("Jefferson C.I.") as the first site at which inmate telephone services shall be implemented. Thereafter, the Contractor may implement service delivery at all other institutions and facilities in accordance with dates established by the Contractor as shown in its Final Implementation Plan and Transition Date Schedule and as approved by the Department. Once accepted, the estimated plan will become the Contractor's Final Implementation Plan and Transition Date Schedule. With the exception of Jefferson C.I., the Contractor is not required to implement service delivery in any particular order. Telephone services for satellite facilities will be implemented with the main institution that is responsible for oversight of the satellite facility. Final transition including operational testing at each institution shall be coordinated between the Contractor, the current Contractor and the Department.

The Contractor's Final Implementation Plan and Transition Date Schedule shall also include a detailed explanation of the following items:

1. procedures for transition of service/equipment from the existing ITS to the new ITS;
2. times when telephone instruments will be operational identifying possible "down time";
3. service coordination requirements between the Contractor and Local Exchange Companies (LEC's);
4. any software programming and preparation for installation of system and equipment, as required; and
5. responsibilities required of the Department during implementation, such as staffing requirements.

The Department will provide personnel from the Department's Bureau of Institutional Support Services to facilitate transition of services at each institution, including coordination of equipment installation.

Once accepted by the Department, there will be no changes made to the Final Implementation Plan and Transition Date Schedule unless a request is submitted in writing and approved by the Local Contract Coordinator-Operations. To avoid any delays in phase-in, the Contractor shall ensure that the Local Contract Coordinator-Operations is timely provided information required for conducting NCIC/FCIC background checks prior to any new Contractor staff being hired or assigned to work under this Contract.

The Contractor is required to implement its own technology system to facilitate inmate telephone service. Due to the size and complexity of the anticipated system, Contractor will be allowed a period of transition beginning on the date the contract is executed, not to exceed November 30, 2007 in which to install and implement the utilization of its own technology system. Transition, implementation and installation are limited to approximately sixty-seven (67) days.

During the transition period, the Contractor shall operate its telephones in parallel with the existing telephones which the current ITS Contractor has not yet removed. The objective of the "parallel operation" is to allow inmate telephones to remain operational during normal operational hours to the greatest extent possible during the transition period. The Contractor shall be required to work closely with the Department to ensure that the transfer of responsibility for inmate telephone service at each institution is carried out as smoothly as possible. In addition, the Department will work cooperatively with the Contractor to create and

maintain an information flow in accordance with other provisions of the Contract and the parties shall utilize best efforts to resolve all issues that may or could occur from such parallel operation, including, but not limited to data sharing and agreement on a conversion schedule.

The Contractor shall assume 100% responsibility for the delivery of the agreed-upon revenue for each inmate telephone that has been installed and is operational by the agreed-upon implementation date. Failure to have the ITS operational by the agreed-upon implementation date at each institution may result in liquidated damages as set forth in Section II, R.

F. Facilities to be Provided Services/Additions and Deletions

The facilities to be included under this Contract include all Department currently operated institutions and allied facilities.

Add/Delete Institutions/Facilities: The Department reserves the right to add or delete institutions and/or facilities receiving service under the Contract upon thirty (30) days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

When a new Department facility is opened by the Department, the Department will determine (in consultation with the Contractor) a schedule for installation of services and equipment at that location to ensure service is enabled as soon as practical at the new site.

Add /Delete Equipment: In addition, the Department may require the Contractor to increase or decrease the amount of equipment utilized in the ITS including dedicated monitoring terminals, inmate telephones or coin telephones or e-messaging equipment (as applicable). The Contractor shall install any additional equipment within thirty (30) days of written notification to add equipment from the Department's Local Contract Coordinator-Operations. The installation of this equipment shall be at no cost to the Department. The written request for installing equipment shall be made by the Local Contract Coordinator-Operations, and shall be received by the Contractor with receipt verified before the installation is accomplished.

G. Installation Requirements

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the Contractor. Wherever possible, the Contractor shall re-use existing station cabling installed at each Department facility for the telephone instruments. In cases where existing station cabling cannot be used, the Contractor shall install new station cabling (Category 3 minimum) at no cost to the Department. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required by the Department. The Contractor shall comply with all applicable electrical codes.

The Contractor shall warrant that all members of the Contractor's staff or subcontractors providing installation of the ITS have been fully trained and certified by the manufacturer as qualified to install the system, equipment and related services as required for service delivery.

The Contractor shall comply with the Department's security guidelines (Attachment 1) on institutional and facility security policies. Violations of these rules could result in termination of the Contract. Prior to beginning work at an institution, the Contractor shall

contact the institution to obtain a copy of any specific additional institutional or facility rules.

The Contractor or designee shall provide each institution or facility with the following items before entering the facilities:

1. A list of tools that the Contractor and/or designee, will bring onto the institution or facility. These tools will be inventoried upon arrival and departure.
2. Current picture identification of the Contractor and/or designee, consisting of a Driver's License or State of Florida ID card.

The Contractor shall provide all coordination required with Local Exchange Carriers ("LEC") and other carriers during installation and for the duration of the Contract.

The Contractor shall provide and install required surge protection for the ITS and its components. The use of traditional "power strips" for surge protection is not acceptable.

The Contractor shall provide and install required lightning protection equipment on all network services supplied for the ITS.

The Contractor shall provide all electrical and environmental requirements of the ITS for each Department facility. Information shall be provided for all components of the ITS including central processor, recording equipment, etc.

The Contractor shall use the common ground facility at each location where the ITS equipment is installed, if a common ground facility is present. If not present, the Contractor shall install an earth ground for the ITS equipment.

The Contractor shall obtain written permission from the Contract Manager before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. The Department does not anticipate that such work will be required to install the desired service, systems and equipment as described herein, but will not warrant that such work may not be required at some locations.

H. Inmate Telephone System Functionality (General)

The Contractor shall provide an Inmate Telephone Service (ITS) with a technology system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls meeting the Department's system security requirements. In addition, the system shall contain a secure database for transactional call records and provide data feeds to the Department's official data repository. This shall include redundant system(s) as deemed necessary to accomplish this requirement and a continuity of operations plan and disaster recovery plan which will ensure that the system and services will be available without disruption at the required service level.

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

The Contractor shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Contract. In

addition, the Contractor shall monitor changes to associated interfaced systems and accommodate changes in their systems as needed to continue operations of the services and systems as specified herein.

All technical specifications and system requirements shall meet or exceed industry standards and, shall be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the authorized user in normal intended use, unless otherwise required herein. The Contractor shall provide the Local Contract Coordinator – Operations with documentation of the standards (i.e., Bellcore, ANSI, etc.) to which its system will adhere.

The system shall be restricted to outgoing calls only. The system shall not process incoming calls at any time. The system shall allow for the Department to program times when the system will be operational, i.e., available or unavailable for inmate calls.

The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish. The inmate shall be able to select the preferred language using no more than a two-digit code.

During the call set-up process, the system shall provide a pre-recorded announcement, which complies with Code of Federal Regulations, Title 47, Volume 3, Part 710 (3)(ii), identifying that the collect call is coming from a specific inmate at a Florida Correctional Institution, stating rate and complaint information and containing a toll free number for the consumer's use. This announcement shall be heard by the answering party. The announcement shall also include the statement: "All telephone calls will be recorded except attorney calls."

The system shall have the capability to be deactivated (shut down), by Department or Contractor staff, quickly and selectively, at an individual facility, partial facility (single dorm) or on a global basis and to restrict all PIN access. The system shall be capable of deactivating the PIN feature by individual inmate telephone, groups of telephones and/or entire institutions, at the Department's option. Regardless of this deactivation, the system shall restrict inmate calls to prepaid collect and normal collect calls. At no time shall the inmate telephones be unrestricted due to the deactivation of the PIN feature.

The system shall provide the capability to flag any individual telephone number in the inmate's "Approved Number List" as "Do Not Record". The default setting for each telephone number will be to record until flagged by Department personnel to the contrary.

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

The Contractor shall ensure the system has a "smart fail-safe" power down service which is initiated upon alert by the uninterruptible power supply (UPS) that the UPS has switched to battery power because of a commercial mains power failure or irregularity. The system and UPS shall maintain all currently ongoing telephone calls for up to ten (10) minutes while blocking any additional call attempts after the event. After ten (10) minutes, if the UPS has not alerted the system that commercial power has been restored, the system shall power down to a quiescent state that allows it to resume full operation automatically after commercial power is restored. After power restoration, the system shall have a timer to

delay for ten (10) minutes before call processing resumes to preclude unnecessary cycling if the commercial power is unstable.

In order to prevent a state-wide or region-wide system failure, there shall be control equipment at each major institution, with the exception of Gainesville CI.

1. Network and Infrastructure Requirements

The Contractor shall provide a system that includes a monitoring component that is capable of being accessed through dedicated monitoring terminals and through a vendor-provided secure Internet connection from desktop, laptop or remote means by authorized Department personnel who have appropriate security clearance and have been provided Contractor-supplied security codes. The system shall be capable of monitoring calls from both dedicated monitoring terminals AND via secure, password protected internet access.

In addition, the telephone system shall interface with network services provided by local exchange carriers as well as inter-exchange carriers. This includes analog and digital facilities (i.e., analog business trunk, DS-1, etc.). The Contractor's response to the ITN provides the types of network services to which the system will interface and the purpose (use of a specific application) of such services for the Department.

2. Software Requirements

The Contractor shall provide all software required to support the inmate telephone system. During the entire contract term, including any renewals, the software shall be the latest general release of the software including software for all equipment and monitoring terminals utilized in service delivery. Any software necessary for Department interface shall be provided at the expense of the Contractor, with no licensing fee to the Department.

All software must be compatible with a minimum of a Windows XP operating system and must operate with Internet Explorer version 5.5, at a minimum.

The Contractor shall provide all required software enhancements/upgrades to the system inclusive of service delivery. Beta and Field Tested Software shall not be provided unless specifically approved by the Department. Prior to any software upgrades or enhancements, the Contractor shall discuss the software benefits with the Department's Contract Manager and the Office of Information Technology and proceed only with written approval.

3. Database Requirements

The Contractor shall provide a data record of all transactions through the inmate telephone system that shall be maintained in a database for monitoring and analysis of inmate telephone calls. This data is used to alert authorized Department staff of possible trends with inmate calls that could jeopardize the security of inmates, staff, or facilities.

The Contractor shall be responsible for the generation and creation of a centralized system database. The system shall provide the capability for every call in and out of the system to be recorded with a transaction record that includes, at a minimum, a

recording of the telephone call in a .wav or other format acceptable to the Department.

The database shall be maintained in such a manner as to allow authorized personnel the capability to review and monitor inmate call data regardless of which Department facility is housing the inmate.

The database shall contain multiple data fields. At a minimum, the database shall contain all fields required to generate reports as indicated in Section II., M., and all information required to establish Inmate Phone Access as indicated in Section II, I., 2. Final data elements to be collected shall be subject to written approval by the Department.

The system shall provide the capability for the Department to download reports from the database, through secured internet access, as outlined in Section II., M., Reporting Requirements.

In addition, the Contractor shall provide access to the database through a secure "ftp" web server so the department can retrieve certain data on a daily basis. The Contractor shall provide certain data elements in a pipe delimited format, to be determined by the Department's Office of Information Technology. Data extracts shall be downloadable into a SQL Server database hosted by the Department of Corrections in such a manner as to allow the Department to perform further analysis on the system data.

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

The database shall have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device and shall be equipped with automated fire detection and suppression equipment.

The system shall record all data with a historical transaction record and data shall be stored/archived for retrieval/backup in a database when requested by Department personnel in accordance with the following:

- a. All historical data shall be centrally stored and accessible for reporting purposes;
- b. This information must be available for reporting in a standard transaction file format;
- c. All current and historical data files shall be retained by the Contractor as specified for a period of five (5) years after contract expiration. Call records detail and call recordings shall be available "on-line" for a minimum of twelve (12) months from the date of the call and call records detail shall be available "off-line" for an additional forty-eight (48) months, or a total of sixty (60) months from the date of the call. "Off-line" records shall be in a format readily accessible to the Department upon request; and

- d. This information shall be available at no charge to the Department after termination of the contract.

All data shall remain the property of the Department and the Contractor shall not use data for any purpose other than as required in the contract without written permission of the Local Contract Coordinator - Operations

4. System Calling Protocol Requirements

The Contractor shall ensure the system will only initiate calls in a "collect call" mode (prepaid or normal collect calls) to land lines (non-cellular) with Billing Number Addresses (BNA's) for all inmate telephone calls. The only exception to this requirement will be for calls placed on coin-operated telephones at identified Work Release Centers. Phone calls placed from those phones may be allowed to call cellular phone numbers.

Calls shall be processed at a speed of fifteen (15) to thirty (30) seconds or faster and "call set-up time" shall not exceed six (6) seconds from completion of dialing to first ring. The system shall not provide a second dial tone to an inmate telephone without the inmate hanging-up the telephone receiver after the first call is completed.

Each call placed through the system shall be electronically identified by the system as being a call originating from a Florida Correctional Institution in 100% of the cases with or without the accompanying inmate PIN.

The system shall provide the option of either English or Spanish voice messages or prompts as programmed through a single prompt at the beginning of each call. The default setting for each inmate shall be English until flagged by Department personnel to Spanish. It is desirable that the system provide standard language prompts other than English and Spanish. The language provided shall be controlled by the inmate's account information. The Contractor shall provide a list of languages available to the Local Contract Coordinator - Operations upon request.

The system shall provide automated notification to an inmate of the call status (i.e., ringing, busy, etc). This notification may either be in the form of ringing, busy tones, Special Information Tone (SIT), or appropriate recorded messages.

The system shall allow the inmate to hear the processing of the placed call to determine if a SIT with message or an answering device (i.e., answering machine, voice mail, etc.) has answered the call. At no time shall the system allow the inmate to speak (restricted voice channel) until the called party has accepted the call.

The system shall announce to the called party the name of the calling inmate, informing the called party how to accept calls and announcing to the called party the call charge rate, prior to acceptance, when a call is placed. The activation or deactivation of these features shall be determined by the Department.

If the party called does not accept a call, or if no one answers the call, the system shall inform the inmate of the situation and not simply disconnect the call.

The system shall allow for a minimum “ring time” prior to disconnecting the inmate call. This “ring time” parameter shall be established within set parameters determined by the Department and shall be consistent among Department facilities.

The system shall allow a called party to deny all future calls of a particular type from an inmate and shall provide notice to the inmate placing the call of such action.

The system shall accept the called party’s response via Dual Tone Multi Frequency (DTMF) Touch-Tone Pad input from the telephone and voice response (Yes/No Response).

The system shall interject messages into a telephone call at random intervals (i.e., “this call is from a Florida Correctional Institution”) as deemed necessary by the Department. The activation or deactivation of this feature shall be determined by the Department.

The system shall allow a called party to activate a code (via the touch tone pad of their telephone) that automatically deletes their telephone number from the calling inmate’s “Authorized Telephone Number List”.

The system shall also provide an alert or notification to authorized Department personnel to ensure that the inmate does not add any number deleted via the above indicated feature to his/her requested list of telephone numbers in the future. Notification or alert to the Department shall be via automated system update to the inmate’s account information file.

5. System Voice Quality Requirements

The ITS shall provide quality of voice connections that meet or exceed appropriate industry standards in the United States and standards enacted by appropriate industry agencies or other organizations for transmitted and received levels, noise, cross talk and frequency range(s). The Contractor shall provide the Local Contract Coordinator - Operations with documentation of the standards (i.e., Bellcore, ANSI, etc.) to which its system adheres.

The voice quality level referenced above shall be in place for all telephone services at all stages of a call and shall not be affected by any other system feature, function or capability.

6. System Call Blocking Requirements

The ITS shall have call block capability and shall be responsible for ensuring that the system is programmed for call blocking.

Call blocking requirements shall apply to all inmate telephone equipment unless otherwise specified, and shall include, but not be limited to, the following types of calls:

- a. calls made to business numbers identified during the billing number address (BNA) search.
- b. calls made to any 911 number;

- c. calls made to any telephone numbers which incur excess charges, such as 900, 972, 976, 550, etc.;
- d. calls to current long distance carrier access numbers (i.e., 10333, 10285) or future 101-XXXX carrier access numbers;
- e. calls for all local numbers which access long distance carriers (i.e., 950-XXXX);
- f. call access to directory assistance access numbers (i.e., 411, 555-1212, etc.);
- g. call access to toll free numbers (i.e., 800, 888, 877, etc.) except the Florida Relay Service toll-free number(s), so that hearing impaired inmates may access a "Telephone Devices for the Deaf" (TDD) service; and
- h. call access to any number upon request by the Department.

Only the following call blocking requirements shall apply to the coin-operated telephone equipment located at the Department's work release centers:

- i. calls made to any 911 number;
- j. calls made to any telephone numbers which incur excess charges, such as 900, 972, 976, 550, etc.;
- k. call access to toll free numbers (i.e., 800, 888, 877, etc.) except the Florida Relay Service toll-free number(s), so that hearing impaired inmates may access a "Telephone Devices for the Deaf" (TDD) service; and
- l. call access to any number upon request by the Department.

Call blocking shall not apply to coin-operated phones for visitors or the public at-large.

7. System Monitoring, Call Recording and Playback History Requirements

As set forth in Section II., H., 1., the inmate telephone system shall include a monitoring component that is capable of being accessed from a vendor-provided dedicated monitoring terminal and through a vendor-provided secure Internet connection from desktop, laptop or remote means by authorized Department personnel who have appropriate security clearance and have been provided Contractor-supplied security codes. The ITS shall monitor calls from both dedicated monitoring terminals AND via secure, password protected internet access.

The system shall allow for "real time" audible monitoring of inmate calls by specific inmate PIN number and/or terminating number entered by authorized Department personnel. The system shall allow for monitoring of inmate calls while in process ("real time") and shall be configurable to allow for auto-forwarding specified calls in a "listen only" mode to a pre-designated telephone number in the Inspector General's (IG) Office.

The system shall have query and search capabilities allowing Department investigators to quickly access telephone conversations that occurred during specific time periods, and/or were made from specific telephone instrument locations, etc.

The system shall record all inmate calls simultaneously and at any time (in "real time") that a call is placed.

The call recording functionality shall be a fully digitalized service allowing for the use of a compact disc recorder (CD burner) utilizing industry standard recording file formats.

The system shall create a record of all calls that are monitored by any Department employee. This record will display an indicator, visible in that call entry that is in the list of inmate calls, which will indicate if that call has been played back by anyone. This indicator, which can be as simple as an icon that is activated when the call has been played back, will link to the detailed playback history of the call. The detailed playback history will list each date and time that the call was played back and the identity of the person who accessed the call.

This playback history shall only be visible to personnel from the Office of the Inspector General and access to this feature shall only be granted by the appropriate approving authority in the Inspector General's office. Non-Inspector General personnel shall not have the ability to view or retrieve any call playback history information.

8. System Restriction, Fraud Control and Notification Requirements

The security and confidentiality of inmate-placed telephone calls is of critical importance. ITS security features which prevent unauthorized individuals from accessing any information held by the Contractor will provide for restriction to the system, fraud control for prevention purposes, and notification capabilities for attempted security violations or breaches. Secure access to the system shall be maintained at all times. The ITS shall have security capabilities that include, but are not limited to, the following:

- a. Fraud prevention features, which randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call.
- b. Detection and prevention capabilities related to fraudulent, illicit or unauthorized activity capable of detecting unusual or suspicious number sequences dialed or dialing patterns which the system identifies as possible attempts to commit fraud.
- c. A call alert feature. This feature shall alert Department personnel that a designated inmate is placing a call to a specific number that has been assigned alert status. This status is an investigative tool which will be activated by authorized Department personnel.
- d. Ability to detect an attempt by the called party to initiate a 3-way or conference call, to immediately terminate the call and to make a "notation" in the database on the inmate's call with immediate notification by e-mail to the Assistant Warden for Programs and the Inspector General's Office at that institution.
- e. Ability to immediately terminate a call if it detects that a called party's telephone number is call forwarded to another telephone number. The system shall make a "notation" in the database on the inmate's call and shall provide immediate notification of the attempt by e-mail to the Assistant Warden for Programs and the Inspector General's Office at that institution.
- f. Ability to deactivate the restrictions on the called party's attempt to initiate a 3-way or conference call on a per number dialed, per inmate basis. The system

- shall permit call transfer or 3-way conferencing of specific inmate calls placed to pre-designated privileged telephone numbers such as attorneys.
- g. Ability during any call to block the out-pulsing of all digits pressed by the inmate and all hook switch "flash" attempts, after the PIN and calling list number have been input, such that no dual tone multi-frequency (DTMF) or hook switch "flashes" will appear on the outside line.
 - h. Capability for the Department to immediately and remotely turn telephones on and off, including individual telephones, groups of telephones, or an entire Department facility by Department staff with the appropriate authorization level. This service shall be available, via telephone, 24/7.
 - i. Ability to provide a form of speech or word recognition that will alert Department personnel when certain words or phrases are used by an inmate during an outgoing call.

9. System Access Management Component

The system shall provide for authorized user access for the purposes of managing inmate phone access information in real time. Authorized Department staff and Contractor staff, as authorized by the Local Contract Coordinator - Operations and/or the Inspector General's Office, shall have the ability to immediately enter, delete, change, or modify any inmate phone system access information including, but not limited to calling privileges or restrictions pertaining to inmates.

The system shall allow for authorized Department user access to be established upon application by the prospective user and the approval of the concerned warden or assistant warden, and a designated representative from the Inspector General's Office, Central Office. This approval authorization shall be given only to the incumbent in these positions and cannot be delegated or assigned. Levels of authorized access shall be a menu-driven selection configured for each user, listing the various components of the system. Any modifications to access levels shall go through the same approval process as above.

Deactivation of user accounts may be approved by any one of the above-cited approving authorities individually, with an electronic notice sent to the designated Inspector General's Office representative.

The creation, approval, and modification of user accounts shall be available in both electronic and paper format. Accounts opened manually (with paper application) shall be processed into the electronic user account system by the ITS Contractor.

The system shall allow the creation of lists of currently authorized users by facility and/or IG Office as needed. A system-wide list of all current authorized users shall be provided to the Inspector General's Office, Central Office, quarterly. The system shall also maintain a list of all users, active or inactive, searchable by the user's last name, first name, and containing all periods of account activation.

The system shall allow Department personnel to temporarily restrict or disconnect service to an individual inmate telephone or station.

10. System Network Status Monitoring Component

The ITS shall provide a system network status monitoring component. The system status monitoring component shall, at a minimum:

- a. Show graphically in real-time the status of the system components at each Department facility and other locations, to include but not be limited to, call processor equipment, call monitoring equipment, call recording equipment, telephone station equipment, and network circuit connections.
- b. Show component status in a minimum of two conditions: “Green” for normal operation, and “Red” for failed or failing operation.
- c. Provide automatic reporting of component status changes (not manual input).
- d. Display and record event times, i.e., when any component changes status from “Red” to “Green”, or vice-versa.
- e. Provide the service technicians the ability to log acknowledgments of component failures, log acceptance of responsibility for repair, and log comments on action taken.
- f. Provide the Contractor’s ITS System Administrator accessibility to the display of status at all times. The status display shall be available at other locations such as the Contract Manager’s office, via intranet computer access. Department personnel shall be allowed to observe the system status display at any time upon demand. All event records and technician logs shall be maintained for a minimum of thirty (30) days and shall be available to authorized Department personnel upon request.

11. System Testing

Upon contract execution, the Contractor shall provide a complete and comprehensive functional test plan to assure the Department of the system’s readiness to accept inmate calling traffic. This test plan shall include a checklist of items to be performed by the Contractor’s implementation team and verified by the Department’s staff.

12. System Acceptance

The Contractor shall provide a complete and comprehensive acceptance plan for the system at each Department facility. System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function “error free” after installation. The Contractor shall work with the Department to determine the actual definition of “error free” operation. Failure of the system to meet mutually agreed upon acceptance criteria for more than thirty (30) consecutive days may result in a request for replacement by the Department for that particular system component.

13. System Documentation

At the completion of the implementation/installation, the Contractor shall provide to each Department facility, the Contract Manager, and the Local Contract Coordinator–Operations, a complete set of service reference manuals that shall include information specific to the installation at the respective facility.

In addition, after installation at each respective institution, the Contractor shall supply documentation containing service request contact numbers, instructions on reporting and escalation procedures to the Local Contract Coordinator - Operations and Assistant Warden for Programs at the respective institution.

14. System Disaster Recovery

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

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

15. System Technical Assistance/Contractor Customer Service Center

The Contractor shall provide remote diagnostic support and trouble-shooting technical assistance for system and equipment twenty-four (24) hours a day, seven (7) days a week, including holidays.

The Contractor shall provide the authorized users a toll free contact number, answered, twenty-four (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.

In addition, the Contractor shall provide a centralized Customer Service Center located in the Continental United States (preferably within the State of Florida) which is operational twenty-four (24) hours a day, seven (7) days a week, including holidays for the purposes of handling customer complaints regarding the inmate telephone system and billing processes. The customer service center shall provide a P01 Grade of Service on incoming calls.

The Contractor shall also ensure that a minimum of two Service Representatives, as delineated in Section II., N., are provided specifically for staffing the Central Office location. The responsibilities of these individuals will include handling of inmate family complaints as well as the additional duties specified for Field Service Representatives in Section II., N.

I. Other Inmate Telephone Service Requirements

1. Personal Identification Numbers (PINs)

The ITS shall be Personal Identification Number (PIN) driven. The ITS shall restrict use of the service through authorized PINs assigned to each inmate at one of the Department's five (5) reception centers. No PINs will be issued by any institution. This PIN service shall allow individual PINs to be shut-off upon request of staff at the facility. When an inmate transfers to a different institution, that

inmate's PIN account shall also be transferred. All PIN information shall remain the property of the State of Florida.

The ITS shall use the Department's current inmate PIN assignments and numbering plan. Current PINs are numeric only and eleven (11) digits in length. The ITS's PIN service will consist of the inmate's DC number, and shall be followed by the last 4 numbers of the inmate's Social Security Number. Since the DC number is usually 6 characters and the first character can be a letter or digit, it is necessary to use 7 digits to represent the DC number. Therefore, the PIN shall be constructed as follows:

1ST TWO CHARACTERS OF THE PIN:

If the DC number begins with:	Then the PIN begins with:
Blank* or Zero	00
1 through 9	01 through 09
A through J	10 through 19
K through T	20 through 29
U through Z	30 through 35

Note: Some older DC numbers may be written as only 5 characters. In those cases, the DC number is assumed to start with a blank to make it a 6-character number.

NEXT FIVE CHARACTERS OF THE PIN:

Same as the last five characters of the inmate's DC number.

LAST FOUR CHARACTERS OF THE PIN:

Same as the last four characters of the inmate's Social Security Number (SSN).

EXAMPLES:

A: DC number is 872460
SSN is 222-10-3555
PIN is 08724603555

B: DC number is A98811
SSN is 393-44-1167
PIN is 10988111167

C DC number is 12298 (some older DC numbers are only five characters)
SSN is 998-30-2345
PIN is 00122982345

The ITS shall utilize the PIN feature for any call mode, either prepaid or normal collect calls.

The ITS shall allow each PIN to have a "class of service" assigned. For example, each PIN shall have a list of allowable telephone numbers, duration of each call, etc.

The ITS shall provide call restrictions by PIN that provide the Department the option of implementing any or all of the following restrictions by PIN designation:

- a. Inmates can be either approved or not approved to make telephone calls by PIN, at the Department's option;
- b. Inmates, via the PIN, can be restricted to a specific telephone or group of telephones, at the Department's option;
- c. Limit duration of call: Maximum call duration can be set globally (all PINs), by site, by facility area or by individual inmate's PIN, at the Department's option;
- d. Maximum call duration can be set for each type of call: local, intralata, interlata, interstate, intrastate and international;
- e. Restrict time of day calling: An allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally (all PINs). The global restrictions can take precedence over individual PIN restrictions, at the Department's option.
- f. Restrict an inmate under disciplinary action from placing any or all calls assigned to his particular PIN with the exception of privileged numbers (i.e., attorney, approved clergy and social work professionals).

The ITS shall have the ability to limit calls to a specific duration by PIN and by specific telephone numbers assigned to a PIN.

The PIN feature shall ensure that the automated operator function uses the inmate's pre-recorded name (recorded in either the inmate's voice and language, or in the voice of an administrator) to announce to the called party from whom the call is originating. Identification of the specific inmate and thus the announcement of the inmate's name shall be performed by the PIN assignment.

The system shall allow for approved destination telephone numbers to be assigned and restricted by individual PIN. Such telephone number lists will be approved and entered by authorized Department personnel, the Contractor's ITS System Administrator or the respective Service Representative at the Department's option.

It is the intent of the Department to allow each inmate, via the use of PINs, a list of authorized telephone numbers not to exceed a maximum total of ten (10) numbers not including privileged telephone numbers.

The PIN feature shall allow the recording of inmate calls to be discontinued when certain pre-determined telephone numbers (privileged telephone numbers) are called.

2. Inmate Phone Access Information/Approved Number List

The Contractor shall provide Service Representatives for entering Inmate Phone Access Information in the Inmate Telephone System. Service Representatives shall make, at a minimum, twice weekly visits to the facilities, or as deemed necessary by

the Department, for the purposes of entering and updating Inmate Phone Access Information. In addition, the Contractor shall ensure that information can be entered into the system by authorized Department personnel. Inmate Phone Access information fields shall include, but not be limited to, inmate name (first, middle, last), PIN number (11 digits minimum), Department facility, identifier of unit within Department facility, ten (10) approved telephone numbers by terminating number, privileged numbers; comments field, language preference field, account activation date, date of arrival, current status, alert levels, etc.

Authorized Department personnel shall have the capability to enter, modify, and delete the information in any data field encompassing any inmate's phone access information including an inmate's "Approved Number List".

The Department will make available to the Contractor, the current ITS Inmate Phone Access Information, as necessary for the transition of services.

3. Rate and Call Charge Requirements

Local and local extended area service calls shall be billed as local calls.

Charges for calls shall include only the time from the point at which the called party accepts the call and shall end when either party returns to an on-hook condition or until either party attempts a hook flash. There shall be no charges to the called party for any setup time.

In addition, the Contractor shall not charge, pass on, or pass through to the customer paying for collect or prepaid calls any charges referred to as Local Exchange Carrier's (LEC's) or Competitive Local Exchange Carrier's (CLEC's) billing costs, or any bill rendering fee or billing recovery fee. The Contractor shall also ensure that LEC's and CLEC's do not charge or pass on to the customer any additional fee or surcharges for billing. The Contractor shall be responsible for any such LEC or CLEC surcharges incurred if billing through the LEC or CLEC.

4. Call Requirements

The Contractor shall ensure that prepaid and collect calling is available for all locations within the North American Dialing Plan. In addition, the Contractor shall provide a list of all countries (outside of the United States) that can be reached via the ITS operating in a "collect call only" mode.

At no time shall an inmate be automatically connected to a "live" operator. The only exception to this requirement is that international collect calls through a live operator will be allowed when the country being called accepts collect calls.

Call acceptance by the called party shall be accomplished through caller confirmation ("positive acceptance").

Collect or prepaid calls shall not be connected nor shall billing commence until the called party indicates acceptance of the call.

The Contractor shall ensure that non-prepaid calls (collect calls) are billed to the Billing Number Address as preferred by the customer (inmate family or friend) either directly the Contractor or through the LEC.

The Contractor shall be responsible for billing called parties who receive non-prepaid collect calls and for the collection of payments for these calls. In no event shall the Department be responsible for costs or fees related to ITS calls.

The Contractor shall provide a toll free number which will be clearly shown on the called party's bill for assistance in billing matters.

The Contractor shall ensure Caller ID is not available for any call placed through the ITS, and that the called party has no means of identifying the number from which a call is placed.

The Contractor shall not charge for calls that result in Special Information Tones (SIT), "ring/no answer", or "busy" conditions.

The Contractor shall provide local exchange service for collect or prepaid only calling use at each Department institution. The local calling area shall be equivalent to the local calling public pay telephone area at each Department institution. The Contractor shall ensure that the ITS is capable of identifying a dialed number as local, based on the pay telephone calling area, and of correctly rating and routing the call.

5. Prepaid Collect Call Service (PPCCS)

The Contractor shall allow families and friends to establish a PPCCS account(s) with the Contractor for billing purposes so that inmates can call pre-authorized numbers that may not be accessible via normal collect calling. Each prepaid account shall have an authorized billing number. Any calls billed to a family or friend's prepaid account shall meet the same security requirements as set forth for normal collect calls.

The Contractor shall ensure that notice of the prepaid account availability is provided when a party receives a call and shall offer the option of being connected to a live operator for the purpose of establishing a prepaid account, if a normal collect call cannot be completed by the inmate due to billing issues.

The Contractor's PPCCS shall allow the called party (family and friends) to deposit money into a PPCCS account by multiple means (i.e. check, money order, and/or credit card).

The Contractor shall provide instructional brochures explaining the process for establishing prepaid collect services for family and friends' prepaid accounts.

6. Prison TIPS Hotline

The Contractor shall create a component within the ITS that creates an inmate "hot line" accessible from any telephone instrument within the system. This component shall be fully available from the monitoring terminals located at the Inspector General's Central Office location and any of the other designated Inspector General's monitoring

stations, as may be required and authorized by the Inspector General's Office, Central Office.

The Prison TIPS Hotline must be reachable by entering *TIPS (*8477) on any telephone instrument in the ITS. This call shall not require input of the inmate's PIN number for access.

There shall also be a toll-free number assigned so that the Prison TIPS Hotline can be reached by any and all telephones outside of the ITS.

This subsystem shall allow the inmate to create a confidential "mailbox", not requiring the inmate to identify himself in any manner, which also allows IG personnel to leave a return message for the inmate. The creation of this "mailbox" shall be an option offered to the calling inmate, and not required by the subsystem.

The Contractor shall provide easily readable signage referencing the Prison TIPS Hotline and toll-free number for display within the institution and on the grounds of the institution as directed by the Local Contract Coordinator - Operations.

7. Crimestoppers Hotline

The Contractor shall provide a Crimestoppers hotline for anonymous reporting of cold case information that will be reachable by entering *8488.

8. Litigation-Related Testimony

The Contractor acknowledges and agrees that many times, the recorded telephone conversations of inmates are used as evidence in criminal or Department violation investigations and as such, the Contractor may receive written/verbal requests to provide testimony regarding monitoring equipment, system specifications, and the accuracy and reliability of the system's recorded telephone data.

The Contractor shall ensure that qualified personnel is available to provide such expert testimony and that personnel responds timely and/or appears as stipulated in the request and/or legal subpoena. The contractor shall immediately notify the Local Contract Coordinator - Operations or Designee upon receipt of Departmental-related subpoenas.

J. E-Messaging Services

The Contractor shall provide an e-messaging service in accordance with the following requirements:

The Contractor shall provide an independent system to provide e-messaging service capability to the Department. The system shall provide the capability for friends and family of inmates to e-message (one-way only) authorized inmates within the correctional system.

The Contractor shall enable family/friends of inmates to set up monthly accounts based on a fixed fee/flat rate for a specified number of e-messages per month and may allow for the monthly charge to be either prepaid or billable to the account holder by the Contractor. The e-messaging account holder will be responsible for the monthly cost of the service that

allows them to send e-messages, regardless of whether the e-mail is received by the recipient or not.

There shall be no additional fees, surcharges, or other types of costs associated with e-messaging service billed to account holders inmates other than the monthly account charge.

The Department will not be responsible for any costs associated with e-messaging.

The Contractor should ensure any individual desiring to send an e-message to an inmate provides sufficient identifying information (i.e., name, billing address, etc.) that will allow for follow up contact to the e-messaging account holder should it become necessary for security purposes.

E-messages shall be delivered for printing to a dedicated terminal at each of the Department's facilities.

The e-messaging system shall allow for text messaging only (no photos or graphics) and the Contractor shall provide storage capacity for all transaction records. The e-messaging service shall have robust system intelligence capabilities, including but not limited to, automatic digital recording and cataloging of all messages, access for the Department to all such messages, parameters for automatically notifying the Department of certain communications, and automatic screening of certain words and phrases.

All equipment, including dedicated lines and/or internet connection, computers, terminals, printers, toner and paper required to provide the e-messaging service shall be the responsibility of the Contractor. The Department shall determine the amount of equipment required to handle workload and the Contractor shall agree to increase the amount of equipment, if necessary, to fully deliver the e-messaging service.

Prior to implementation of any e-messaging service, the Contractor shall work with the Department in establishing guidelines for e-messaging. All decisions regarding receipt of e-messaging will be at the sole discretion of the Department.

NOTE: The implementation schedule for the E-messaging Service shall be mutually determined by the Contractor and the Department, but shall begin no sooner than approximately sixty-seven (67) days after contract execution, based on Department direction of implementation.

K. Telephone Service Equipment Requirements

Throughout the term of the Contract, the Contractor shall own all systems and equipment (Monitoring/Recording Terminals, Inmate Telephone Stations, TDD/TTY devices, Coin-Operated Telephone Stations, etc.) and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to the Department.

The number and facility location of equipment currently required to be installed at Department facilities. The number of required inmate telephone stations, coin operated telephones TDD/TTY devices and monitoring/recording stations may be increased or decreased during the term of the Contract upon the request of the Department's Contract Manager or Local Contract Coordinator-Operations, at no additional cost to the Department. All decisions on number, placement, location, etc. regarding the inmate telephone stations, coin operated telephones and monitoring/recording terminals shall be made by the Contract Manager.

NOTE: The Contractor shall work with the Local Contract Coordinator-Operations to establish the number and types of equipment prior to installation.

1. Inmate Telephone Station Equipment (“ITSE”)

All ITSE required for service delivery shall be new and consist of three (3) types of telephones:

Type 1, which will be the majority of inmate telephones installed, shall be permanently mounted wall telephones meeting the specifications outlined in this Contract.

Type 2 shall be portable or “movable” cordless inmate telephones that are used mainly in segregation units and shall be manufactured to withstand abuse as well as be compact enough to fit through standard food slots.

Type 3 shall be “all weather” inmate telephone sets to be used in outdoor conditions.

All ITSE shall have the physical and design characteristics that meet or exceed, all of the following technical standards:

- a. A chrome-plated DTMF tone dial that is water, flame and shock resistant.
- b. A hearing aid compatible handset.
- c. A steel housing that protects the electronic components of the telephone.
- d. A paint/finish that is mar and scratch resistant.
- e. A faceplate with concise dialing and operating instructions.
- f. An industry standard design.
- g. A tamper-proof housing.
- h. A floating case hardened metal plate to prevent side drilling entry.
- i. Dialing Instructions and “This Call is Being Recorded” warning statements in English and Spanish on each telephone instrument in a manner that reduces the possibility of the notice being destroyed. Labels or other accessible surface instructions will not be acceptable to meet this requirement. This information must be kept legible and accurate throughout the duration of the Contract.
- j. A unique number, physically imprinted on each telephone instrument so that Department staff can see the number for the purposes of reporting trouble and troubleshooting problems. As telephone instruments necessitate replacement, they shall be numbered by the Contractor. As new telephone instruments are added or replaced, they shall be identified in the same manner and all appropriate paper work shall be updated to reflect the addition.
- k. An armored handset cord that is resistant to stretching and breaking (for Types 1 & 3 only).
- l. Installation reinforced by security studs to prevent easy removal of telephone (for Types 1 & 3 only).
- m. A handset cord component of the ITSE with the lanyard used to connect the handset to the base telephone. The lanyard shall be no more than 32 inches in length and shall be of steel braided or solid steel composition (for Types 1 & 3 only).

The ITSE shall not include coin entry slots or coin return slots regardless of whether these functions are disabled on the station equipment (standard pay telephone requirements excluded).

All ITSE shall meet or exceed the following capabilities:

- n. True dual-tone multifrequency (DTMF) compatibility.
- o. The ITSE shall not be capable of being used to program any feature of the ITS.
- p. The ITSE shall not be programmable for any purpose.
- q. Reduction of background noise through the use of confidencers or directional microphones in the handset.
- r. Volume controls that allow inmates to amplify the called party's voice.
- s. Powered by the telephone line and requiring no additional power source, with the exception of cordless telephones as described above.
- t. Compatible with Telecommunications for The Deaf (TDD/TTY) equipment.

All ITSE shall be capable of being Americans with Disabilities Act (ADA) compliant. Twenty-five percent (25%) of all phones shall have volume control capability. Due to security concerns, the Department shall require the Contractor to modify certain features on telephone instruments such as cord length and mounting height.

2. TDD/TTY Equipment

New TDD/TTY equipment shall be provided for inmate use at road prisons and work release centers (community correction centers).

All TDD/TTY equipment will be protected and secured by the Department when not in use.

Minimum requirements for TDD/TTY equipment shall include:

- a. Portability, such that it can be used with any ITS station set at the Department institution.
- b. The ability for keyboard entry.
- c. A display (i.e., LCD, LED, etc.) and a printer device.

3. Coin-Operated Telephone Equipment

New coin-operated telephones shall be provided for inmate use at work release centers (community correction centers). In addition, one coin-operated telephone shall be provided for public use at each main correctional institution and annex, typically outside the admission gate unless otherwise authorized by the Warden of the Institution. These coin-operated telephones shall meet the following minimum specifications:

The telephones at the road prisons and work release centers (community correction centers) shall be programmed to allow for outgoing calls only and the telephones for public use at each facility shall have two way outgoing and incoming service. All coin-operated phones at work release centers shall meet call blocking requirements as set forth in Section II., H., 6. Coin-operated phones for public use do not need to meet call blocking requirements.

These telephones shall meet all FCC regulations regarding alternate carrier access.

4. Monitoring/Recording Terminals

The Contractor shall provide new monitoring/recording terminals for investigative and monitoring purposes. Each terminal should include a monitor and a CPU with a CD burner and the corresponding, fully functional CD burning software, Windows XP or newer operating system, appropriate input devices, (mouse, keyboard, etc) with a sound card with external speakers and accessible headphone jack.

All monitoring/recording terminals shall operate using recording and playback features that utilize industry standard file formats (*.wav, *.mp3, *.midi, etc).

5. Equipment Service & Maintenance Requirements

The Contractor shall provide equipment to support service delivery as specified herein at all designated Department facilities that is fully functional in regards to all labor, materials, service hardware and/or software. The Contractor shall further warrant that any equipment installed for the Department shall be free of defects, irregularities, unprofessional installation, code violations and shall operate as designed and proposed or negotiated. Should the equipment not operate as designed and proposed or negotiated, or violate any local, state or federal code, rule or ordinance, the Contractor shall correct the defect or irregularity or bring the service to within code, rule or ordinance at no cost to the Department including payment for any fines or penalties associated therewith.

The Department understands the tentative nature of ensuring that service to any component of the system is completed in a set period of time. Nonetheless, time is of the essence in completing emergency and other service repairs or replacements. Thus, the Contractor is required to meet all response times listed in this subsection and Section II., K., 6., to return the system to normal operating status. In the event of extraordinary obstacles to service for which the Contractor exceeds the time-to-service requirement, notification and a detailed plan of service shall be immediately provided to the Department by the Contractor.

All requests for service calls from the Department shall be answered by a “live” operator at all times.

Critical components shall be within the available service area for each Department institution. The Contractor shall guarantee to the Department that all parts and materials necessary to repair the ITS are readily available to the respective Field Repair/Site Technicians 24 hours per day, seven days per week, 365 days per year. The Department will not accept the delay of service repair based on the fact that Field Repair/Site Technicians cannot access a parts warehouse, office or similar Contractor facility because the facility is not open “after hours”, or on weekends or holidays.

The Contractor shall track all service downtime for each Department facility and compile per-facility records of the downtime for each month to comply with the Trouble Ticket/Repair Time Report specified in Section II., M.

All system maintenance shall be performed by the Contractor's Field Repair/Site Technician during the twice weekly visits to the institution. The Field Repair/Site Technician shall notify the Assistant Warden for Programs of his/her anticipated arrival time for each site visit and discuss any problems or concerns regarding the ITS.

The Contractor's Site Technician shall notify the Assistant Warden for Programs if it is determined during the repair that the damage to the system was caused by inmate vandalism.

6. Response and Repair Times for Service Calls

Should any critical component of the ITS provided by the Contractor fail, the Contractor shall respond to the Department's request for service calls in the following manner: (For the purposes of this Section, business hours are defined as twenty-four (24) hours per day, seven days per week.)

NOTE: All repairs shall be completed prior to the normal operational hours of the inmate telephone system, unless approved by the Local Contract Coordinator-Operations, or the Warden at effective Institution or facility.

a. Routine Service

For routine service, the Contractor shall respond to the service problem within four (4) hours of the initial system failure notice or request for service report by the Department facility, through the use of remote testing or access. Records of testing and compliance with this requirement shall be available to the Department upon request.

The Contractor shall contact the Department facility with the following information within six (6) hours of the initial system failure notice or service request:

- 1) Remote testing results, if applicable; or
- 2) An update of the remote testing process, if applicable; or
- 3) Notice that a technician has been dispatched and the estimated time of arrival at the Department site.

Should the service not be equipped for remote access, the Contractor shall have a qualified technician, suitably equipped for the installed service, on-site at the Department facility within twelve (12) hours from the time of initial system failure notice or request for service report.

All routine service shall be completed within twenty-four (24) hours of the initial system failure notice or service request or liquidated damages may be imposed as stated in Section II., R.

b. Major Emergency Repair Service

For a major emergency, the Contractor shall respond to the service problem within one (1) hour of initial system failure notice or request for service report by the Department facility, through the use of remote testing or access.

Records of testing and compliance with this requirement shall be available to the Department upon request.

The Contractor shall contact the Department facility with the following information within two (2) hours of the initial system failure notice or service request:

- 1) Remote testing results, if applicable; or
- 2) An update of the remote testing process, if applicable; or
- 3) Notice that a technician has been dispatched and the estimated time of arrival at the Department site.

Should the service not be equipped for remote access, the Contractor shall have a qualified technician, suitably equipped for the installed service, on-site at the Department facility within four (4) hours from the time of initial system failure notice or service request.

All major emergency service shall be completed within twelve (12) hours of the initial system failure notice or request for service or liquidated damages may be imposed as stated in Section II., R.

7. Escalation Procedures During Repair Service

The Contractor shall provide escalation procedures to address inadequate response to service calls, frequent repetition of the same service problem, inadequate repairs to service, etc. These described procedures shall include the name and title of service and management personnel as well as criteria for service escalation to a certain "level" within the Contractor's organization. Updated contact names and telephone numbers of the service and management positions listed/described in the escalation procedures shall be made available to the Department immediately upon request.

L. Bi-Annual Audit

The Contractor shall provide to the Department a bi-annual audit report from an independent certified public accounting firm verifying that the Contractor's Inmate Telephone Service and systems and equipment are accurately and completely recording all calls and related charges. The bi-annual audit report shall contain a certification from the auditing firm that its findings are totally unbiased and independent of the Contractor's interest. The audit shall be submitted to the Local Contract Coordinator-Accounting within forty-five (45) days after each six-month period of the contract. The independent certified public accounting firm's bi-annual audit report shall be issued simultaneously to the Department and to the Contractor.

The following definitions pertain to the bi-annual audit report to be provided by the certified public accounting firm: "Accurately" shall mean the ability to detect when a chargeable call begins (active acceptance by the called party) and when it is terminated. "Completely" shall mean that the Commission and Call Detail Report lists all calls made on all phones including un-collectibles.

The independent certified public accounting firm's procedures and reports shall be conducted in accordance with Statements on Standards for Attestation Engagements established by the American Institute of Certified Public Accountants. The Contractor shall submit notification of their chosen auditor in writing to the Local Contract Coordinator-

Accounting for the Department's approval prior to the end of the first (1st) month of the Contract. The independent certified public accounting firm shall submit an engagement letter and a formal test plan to be agreed upon by the Department and the Contractor in writing prior to the end of the first three (3) month period of the Contract. The Contractor shall notify the Department in writing of any proposed changes in their selected certified public accounting firm.

The scope of the bi-annual audit will encompass, at a minimum, the following requirements:

1. The number of test calls used in the sampling technique will be great enough to ensure a confidence level of ninety-five percent (95%) or greater that the sample results are truly reflective of the entire population.
2. The Contractor shall not know the selection of test sites and times. The independent certified public accounting firm will contact the Department's Local Contract Coordinator – Operations to arrange for the tests.
3. The test call methodology should include means to verify that all ITSE (telephone instruments) at each location which are supplied by the Contractor are connected to and providing information into the billing service.

M. Reporting Requirements

1. **Inmate Telephone System Generated Reports:** At a minimum, the ITS shall allow the Department to generate the following “canned” reports directly through an interface accessible through a secure internet site or via dedicated monitoring terminals. The Contractor shall provide reporting capability on all information contained in the inmate telephone system database, including recording of telephone calls. To ensure that reports are accurate and timely, the database shall be updated in real time so that all report data is current when viewed and/or downloaded by authorized Department personnel. The database shall be capable of maintaining a record of all reports that are downloaded, with the date and time of the download, and the name of the person who performed the download. All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into an excel format. Reports shall also be viewable via a user-friendly interface. This interface shall be, at a minimum a Graphical User Interface (GUI) such as Windows XP. Report formats shall be subject to final approval by the Local Contract Coordinator - Operations or designee.
 - a. **Authorized Users Report:** The system shall provide a real time report of all Department and Contractor authorized users. This report shall include user name, status (active or inactive) and corresponding dates, user title and facility location.
 - b. **Approved Calling List Report:** The system shall provide a real time report of each inmate's approved calling list of ten (10) numbers. This report shall include inmate name, inmate pin #, inmate's facility location, name and phone numbers of everyone on the inmate's calling list, and Billing Number Address (BNA) for all numbers. The system shall also maintain a cumulative historical calling list for each inmate, showing all

numbers that have been added or deleted from the inmate's list and the corresponding dates.

- c. **Comprehensive Outgoing Call Report:** The system shall provide a real time report of all outgoing calls made from all Department facilities. This report shall include inmate name, inmate pin #, inmate's facility location, phone number called, date and time of call, length of call, and BNA for number called.
- d. **Duplicate Number Report:** The system shall provide a real time report of all outgoing telephone numbers that appear on the active call lists of two or more inmates. This report shall include phone number, BNA for number called, inmate name, inmate pin #, and inmate's facility location.
- e. **International Call Report:** The system shall provide a real time report of all overseas/international calls made. This report shall include inmate name, inmate pin #, number called, BNA for number called, inmate's facility location, date and time of call, length of call.
- f. **Alert Level Report:** The system shall provide a real time report of all calls that generated an alert notification in the system. This will include three-way calls, as well as any other calls programmed to send an alert notification. This report shall include date and time of call, number called, BNA for number called, inmate name, inmate pin #, and type of alert.

2. **Contractor Submitted Reports:** The following reports shall be submitted by the Contractor in "hard copy" format to the Local Contract Coordinator - Operations on a monthly basis no more than fifteen (15) days following the end of the previous month.

- a. **Equipment Report:** The system shall provide a real time report of all assigned equipment (in use) and inventoried equipment containing a serial number. This report shall include description/type of equipment, serial number, facility location (including specific dormitory or other unique location), and assigned telephone number (for phone instruments).
- b. **Trouble Ticket/Repair Time Report:** The system shall provide a real time report of all trouble tickets and repair times that are reported to the Contractor. This report shall include the assigned number with trouble, location (including specific dormitory or other unique location), date and time trouble was recorded in the system as occurring, date, time, and name of individual trouble was reported to at the facility, cumulative downtime as a result of trouble, downtime reason (e.g. processor failure, power failure, station failure, trunk failure, etc.) and date and time trouble was cleared.
- c. **Ad Hoc Reports:** The Contractor shall provide the Department Ad Hoc Reports upon request of the Contract Manager, Local Contract Coordinator – Operations, or the Inspector General's Office.

N. Contractor Staff Requirements

The Contractor shall provide to the Contract Manager a proposed Contractor staffing plan which, at a minimum provides the staffing positions required in Section N., 1. The staffing plan shall identify each type of position, total number of proposed staff in each position-type, regional assignment/staff location and proposed weekly schedule, including the percentage of time dedicated to the contract, for each position.

1. Contractor Staff Levels and Qualifications

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

The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is appropriately trained, qualified and licensed, if required. The Contractor shall be responsible for all expenses incurred for travel, including transportation, and meals incurred on behalf of Contractor's staff positions.

Additionally, the Contractor's staff shall liaise with and maintain a good working relationship with Department staff and other providers working with the Department.

The Contractor shall provide the following positions, at a minimum, in support of this contract:

a. ITS System Administrator

One (1) full-time (40 hours per week) ITS System Administrator position dedicated to the Department. This position is directly responsible for overall operational performance of the contract, including account management, troubleshooting, training, and any other responsibilities agreed upon by the Contract Manager or Local Contract Coordinator-Operations and the Contractor. This individual shall have a minimum of three (3) years' experience within the last five (5) years at the management level, providing direct administrative oversight of telephone services. The Contractor shall be responsible for ensuring that the ITS System Administrator attends meetings upon Department request.

b. Field Repair/Site Technicians

A minimum of fourteen (14) full time (40 hours per week) Field Repair/Site Technician positions dedicated to the Contract. Field Repair/Site Technician positions are directly responsible for providing twice-weekly preventative maintenance on the system at each institution, including assisting with installation of cable and equipment, and shall provide technical support and repairs as necessary, assist in on-site instruction and provide training for Department personnel to ensure customer satisfaction. These individuals shall possess a High School Diploma or GED and have two (2) years' minimum experience with a computer-based telephone system similar to the type required in this contract.

c. Service Representatives

A minimum of seventeen (17) full time (40 hours per week) Service Representative positions dedicated to the Contract. These positions include ten (10) Service Representatives to roam between Department Regions, five (5) Service Representatives located at the Department's five Reception Centers and two (2) Service Representatives located at Central Office.

Service Representative positions shall be directly responsible for making data entry input and changes to the inmate phone access information including input of approved inmate PIN and authorized calling numbers, verification of Billing Number Addresses, assistance to authorized DC personnel, and shall provide customer service relative to the ITS. These individuals shall possess a High School Diploma or GED, be computer literate and have related experience in the provision of services of the type required in this contract.

d. IT Data Administrators

A minimum of four (4) full time IT Data Administrator positions (providing coverage on eight (8) hour shifts, twenty four (24) hours a day, seven (7) days a week) to be located at the Contractor's monitoring center to support ITS. Duties include monitoring the system network to detect any problems and remotely correct identified problems without dispatching a field/repair technician to the Department's facility. If Contractor's IT Data Administrators cannot remotely correct or repair system problems, they are responsible for dispatching the appropriate field repair/site technician to the facility to make repairs as necessary.

e. ITS Trainer

One (1) full-time (40 hours per week) ITS Trainer dedicated to the training needs of the Department. This position shall be available for travel to Department facilities throughout the State to provide training to Department staff. All training shall be provided in accordance with the training requirements in Section II., O.

The final selection of all staff assigned to provide services under this Contract shall be subject to approval by the Department. Department employees terminated at any time by the Department for cause may not be employed or provide services under the Contract. The Department shall not employ criteria to approve or disapprove the selection of Contract employees that exposes the Contractor or the Department to civil or criminal liability under applicable federal or state civil rights laws, including, but not limited to, those laws establishing or protecting employee rights.

The Contractor's staff on-site shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department. The Contractor's staff shall be subject to and shall comply with all security regulations and procedures of the Department and the respective institution. Violation of regulations may result in the

employee or individual being denied access to the institution. In this event, the Contractor shall provide alternate personnel to supply services described herein, subject to Department approval.

2. Staff Background/Criminal Record Checks

- a. The Contractors' staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The Department is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, the Contractor shall provide, prior to commencing services upon institution property, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.
- b. The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
- c. No person who has been barred from any Department institution or other facility shall provide services under this Contract.
- d. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services.

Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars

(\$200) or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department

3. Staff Conduct

The Contractor's staff on-site shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department.

In addition, the Contractor shall ensure that all staff adhere to the following requirements:

- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- b. The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- c. The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- g. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

O. Training, Training Materials, Instructional Brochures

The Contractor shall develop and provide training as determined necessary by the Department on the ITS system. All training shall be provided by the Contractor's full-time

trainer (position outlined in Section II., N.) who will provide ongoing training as needed to ensure current and incoming DC staff is properly trained in the operational use of the inmate telephone service and system and the use of all associated equipment and services, specifically training in use of monitoring and reporting functionality. In addition, refresher training shall be provided as determined necessary by the Department. Training shall take place at locations designated by the Department as determined necessary by the Local Contract Coordinator-Operations.

The Contractor shall provide all materials and equipment necessary to perform the training and shall utilize actual equipment utilized under the resulting Contract. A minimum of one hundred (100) copies of the approved training curriculum and/or user manuals for Department staff shall be made available for each training session. Additional training manuals shall be provided upon request of the Contract Manager or Local Contract Coordinator-Operations or designee.

The Contractor shall provide a sufficient number of instructional brochures to friends and families explaining the inmate telephone service, including rates for collect calls, and rates and payment options for pre-paid accounts.

In addition, upon implementation of the e-messaging service, the Contractor shall provide a sufficient number of instructional brochures to friends and families explaining the e-messaging service, including rates and payment options.

In addition, the Contractor shall provide a sufficient number of instructional brochures explaining use of the telephone service for distribution to inmates.

All training, training materials and instructional brochures shall be provided at no cost to the Department.

P. Performance Measures

By executing this contract, Contractor agrees to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract. The following Performance Measure categories shall be used to measure Contractor's performance and delivery of services: Note: the Contractor shall comply with all contract terms and conditions upon execution of contract and the Department may monitor each site upon implementation of services at that site to ensure that contract requirements are being met.

1. Performance Outcomes and Standards; and
2. Other Contract Requirements.

A description of each of the Performance Measure categories is provided below:

1. Performance Outcomes and Standards

Listed below are the key Performance Outcomes and Standards deemed most crucial to the success of the overall desired Inmate Telephone Service. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met. Performance shall be measured per institution as indicated, beginning the second month after which service has been fully implemented.

- a. Completion of Routine Service:

Outcome: All requests for routine service shall be completed within twenty-four (24) hours of request for service from the Department, unless otherwise excepted.

Measure: Compare the date/time that service is completed to the date/time that the request for service was received from the Department by the Contractor. (Measure Monthly for each institutional location).

Standard: Ninety-five percent (95%) of routine service requests shall be completed within twenty-four (24) hours of notice from the Department.

b. Completion of Major Emergency Repair Service:

Outcome: All major emergency repair service shall be completed within twelve (12) hours of request for repair from the Department, unless otherwise excepted.

Measure: Compare the date and time that major emergency repair service is completed to the date/time that the request for major emergency repair service was received from the Department by the Contractor. (Measure Monthly for each institutional location).

Standard: Ninety-five percent (95%) of major emergency repair service shall be completed within twelve (12) hours of notice from the Department.

c. Commission and Call Detail Report (Invoice Documentation):

Outcome: The Contractor shall provide the Commission and Call Detail Report within thirty (30) days of the last day of the Contractor's regular billing cycle.

Measure: Compare the date the Commission and Call Detail Report was received with the last day of the Contractor's regular billing cycle. (Measure Monthly)

Standard: One hundred percent (100%) of Commission and Call Detail Reports shall be received within thirty (30) days of the last day of the Contractor's regular billing cycle.

By execution of this Contract the Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth above. Any failure by the Contractor to achieve any outcome and standard identified above may result in assessment of Liquidated Damages as provided in Section II., R. Any such assessment and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this Contract.

2. Other Contract Requirements

Standard: The Department will monitor the Contractor's performance to determine compliance with other contract requirements at each institutional site, including, but not limited to, the following:

- a. Transition/Implementation/Installation of System;
- b. Bi-Annual Audit;
- c. Timely Submittal of Corrective Action Plans (when applicable); and

- d. Compliance with Other Terms and Conditions of the Contract not involving delivery of services otherwise listed above.

Measure: Failure to meet the agreed-upon Final Transition/Implementation schedule or failure to meet the Bi-Annual Audit Requirement will result in the imposition of liquidated damages without opportunity for correction or relief as a result of extenuating circumstances. For compliance regarding Other Terms and Conditions of the Contract, the Contractor shall achieve 100% compliance after the time frames indicated in the Contractor's Corrective Action Plan (CAP) for completion of corrective action on identified deficiencies.

Q. Monitoring Methodology

1. Performance Outcomes and Standards

The Department's Contract Manager and/or designee will monitor the Contractor's service delivery to determine if the Contractor has achieved the required level of performance for each Performance Outcome and Standard identified in Section II., P., 1. Performance measures shall be assessed as specified beginning the second month after services have been implemented. If the Department determines that Contractor has failed a Performance Outcome and Standard, Contractor will be sent a formal contract communication in accordance with Section II., C. Note: The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes and Standards identified in Section II., P., 1, however, this shall not negate the fact that a performance outcome and standard has not been met and that liquidated damages will be imposed.

2. Other Contract Requirements

Monitoring for Other Contract Requirements, identified in Section II., P., 2., shall be conducted no less than twice a year. (Final Contract Monitoring tool to be developed by the Department's Bureau of Institutional Support Services in accordance with the requirements in the resultant contract.) Such monitoring may include, but is not limited to, both announced and unannounced site visits.

The Department's Contract Manager or designee will provide an oral exit report at termination of the monitoring visits and a written monitoring report to the Contractor within three weeks of the monitoring. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction, where feasible.

Within ten (10) days of receipt of the Department's monitoring report, the Contractor shall provide a formal Corrective Action Plan (CAP) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Such time frames for compliance shall not exceed thirty (30) days, unless specifically agreed upon in writing by the Department. All noted deficiencies shall be corrected within the time frames identified or the Department will impose liquidated damages in accordance with Section II., R.,2. The Contract Manager, Local Contract Coordinator - Operations or other designated Department staff may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits.

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP may result in application of Liquidated Damages as specified in Section II., R.,2.

3. Repeated Instances

Repeated instances of failure to meet either the Performance Outcomes and Standards or Other Contract Requirements or to correct deficiencies may, in addition to imposition of liquidated damages, result in determination of Breach of Contract, and/or termination of the Contract in accordance with Section VI, Termination.

R. Liquidated Damages

The Contractor expressly agrees to the imposition of liquidated damages.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages assessed accompanied by detail sufficient for justification of assessment. The Contractor shall forward a cashier's check or money order to the Contract Manager, payable to the Department in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages due.

1. Liquidated Damages For Failure to meet Performance Outcomes and Standards

The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the Performance Outcomes and Standards set forth in Section II., P., 1. If the Contractor fails to meet any Performance Outcomes and Standards, the Department will impose Liquidated Damages in the amount of \$2,500.00 per standard per institutional site. Repeated failure to meet performance outcomes and standards in consecutive months will result in liquidated damages being doubled.

2. Liquidated Damages For Other Contract Requirements

For failure to meet other contract requirements, set forth in Section II.,R.,2, liquidated damages will be imposed as follows:

a. Failure to Meet Implementation/Transition Schedule

In the event the Contractor fails to complete transition, implementation and installation of the ITS at each facility within the time frames established on the Final Transition and Implementation Schedule, liquidated damages in the amount of ten thousand dollars (\$10,000.00) per institution/facility for which services were not timely implemented will be imposed against the Contractor. Continued failure to complete transition, implementation and installation of services will result in the imposition of damages in the amount of five thousand dollars (\$5,000.00) for each additional ten (10) day period or part thereof that the institution/facility remains non-operational, until such time as services are fully implemented and fully operational.

b. Failure to Meet Performance on Bi-Annual Audit

In the event the bi-annual audit specified in Section II. L., fails to verify that the Contractor's Inmate Telephone Service and systems and equipment are accurately and completely recording all calls and/or related charges as required, liquidated damages in the amount of ten thousand dollars (\$10,000.00) will be imposed against the Contractor for the bi-annual audit period failed.

c. Failure to Timely Submit Corrective Action Plan (CAP)

In the event that the Contractor received a Monitoring Report requiring a Corrective Action Plan (CAP) and fails to submit a CAP responding to each specified written deficiency within the time frames specified in Section II., Q., liquidated damages in the amount of five thousand dollars (\$5,000.00) will be imposed against the Contractor.

d. Failure to Timely Correct Identified Contract Deficiencies

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the time frames indicated in the CAP, liquidated damages in the amount of one thousand dollars (\$1,000.00) per day per institutional site where deficiencies exist shall be imposed until such time as all noted deficiencies are corrected unless otherwise agreed to by the Department.

e. Failure to Timely Submit Final commission Payment

In the event the Contractor fails to submit the final commission payment to the Department no more than forty-five (45) days after the end date of this Contract, liquidated damages in the amount of fifteen hundred dollars (\$1,500.00) per day for each day of late submission shall be imposed.

S. Deliverables

The following services or service tasks are identified as deliverables for the purposes of this Contract:

- Inmate Telephone Services as described in this Contract.
- A telephone calling system and database for monitoring purposes.
- All related equipment as set forth in Section II., K.
- Reporting as set forth in Section II., M.
- Compliance with contract terms and conditions.

T. Contract Termination Requirements

Upon the expiration date of the Contract resulting from this Contract (or any other termination date), the Contractor shall provide a copy of all historical data, in a format to be determined by the Contract Manager.

If, at any time, this Contract is canceled, terminated or otherwise expires, and a Contract is subsequently executed with a firm other than the Contractor, the Contractor has the

affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor, including the provision of documents and information not otherwise protected from disclosure by law.

III. COMPENSATION

A. Payments and Invoices

The Department established a fixed “to connect” surcharge for service delivery of its ITS. The “to-connect” surcharge established by the Department shall be utilized by the Contractor for local, local extended area calls, and for all calls on the North American Dialing Plan, including interlata, intralata, and interstate calls. There shall be no additional rate per minute charges allowed for local coin and local extended area calls.

COLLECT CALL SURCHARGE:

The Contractor shall provide inmate telephone COLLECT CALL service at the following surcharges and rates:

TYPE OF CALL	“TO CONNECT” SURCHARGE	RATE PER MINUTE
Local Coin	\$.50	\$0.00
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.20	\$0.04
Intra-lata	\$1.20	\$0.04
Interstate	\$1.20	\$0.04

PREPAID CALL SURCHARGE:

The Contractor shall provide inmate telephone PREPAID CALL service at the following surcharges and rates:

TYPE OF CALL	“TO CONNECT” SURCHARGE	RATE PER MINUTE
Local Coin	\$.50	\$0.00
Local Extended Area	\$.50	\$0.00
Inter-lata	\$1.02	\$0.04
Intra-lata	\$1.02	\$0.04
Interstate	\$1.02	\$0.04

INTERNATIONAL CALL SURCHARGE AND RATES PER MINUTE:

Surcharge and Rates per Minute for International Calls (Collect and Prepaid) shall not exceed the maximum rate allowed by the appropriate regulatory authority during the time the call is placed.

Charges for calls shall include only the time from the point at which the called party accepts the call and shall end when either party returns to an on-hook condition or until either party attempts a hook flash. There shall be no charges to the called party for any setup time for either collect or prepaid calls.

There shall be no additional fees, surcharges, or other types of costs associated with collect or prepaid calls or for establishing prepaid accounts billed to either the Department or families and friends of inmates establishing prepaid accounts.

In addition, the Contractor shall not charge, pass on, or pass through to the customer paying for collect or prepaid calls any charges referred to as Local Exchange Carrier's (LEC's) or Competitive Local Exchange Carrier's (CLEC's) billing costs, or any bill rendering fee or billing recovery fee. The Contractor shall also ensure that LEC's and CLEC's do not charge or pass on to the customer any additional fee or surcharges for billing. The Contractor shall be responsible for any such LEC or CLEC surcharges incurred if billing through the LEC or CLEC.

The Contractor shall pay to the Department each month a thirty-five percent (35%) commission of gross revenues received from this Contract. The Contractor shall be responsible for collections and fraud, and shall not make any deductions from gross revenue for uncollectible accounts, billing fees or other administrative costs prior to applying the commission percentage. Notwithstanding the above, gross revenues shall not include taxes charged by an appropriate governmental entity. The monthly commission amount is therefore obtained by multiplying the commission percentage times each month's total charges. Commission and Call Detail reports will be required with the monthly commission payment.

1. **Guaranteed Commission/Monthly Payment to the Department**

The Contractor shall pay the Department a monthly thirty-five percent (35%) commission based on the gross revenue. The Department will begin to receive payment for a facility on the date the Contractor assumes responsibility for the operation of that facility's inmate telephone service in accordance with the Final Transition and Implementation Plan.

2. **Monthly Payment Submission**

The Contractor shall remit the total monthly payment broken down into two (2) submittals: one (1) submittal shall be comprised of the total monthly commission due to the Department for recouping of the Department's operating costs (amount to be determined by Department within twenty (20) days of execution of contract) and a second submittal consisting of the remaining amount of the monthly commission due to the Department. Payment of the monthly amount shall be tendered to the Department by Electronic Funds Transfer (EFT) to a specified Department account within thirty (30) days after the final day of the Contractor's regular monthly billing cycle.

3. **Commission and Call Detail Report/Supporting Documentation for Monthly Payment**

The Contractor shall submit to the Department, as supporting detail for the monthly payment of commission, a Commission and Call Detail Report in detail sufficient to allow the Department to recalculate gross revenue and validate the accuracy of the Department's commission and for a proper pre-audit and post-audit thereof. The Contractor shall submit the Commission and Call Detail Report with supporting documentation to the Local Contract Coordinator - Accounting:

Michael Deariso, CPA
Bureau of Finance and Accounting

Department of Corrections
Attention Revenues and Receipts
P.O. Box 13600
Tallahassee, FL 32317-3600

The Commission and Call Detail Report shall consist of the following: A list of all inmate calls made by PIN, time connected, time disconnected, rate charged [both per minute and total charge, separating any surcharge], duration of call, and called number and any other information necessary for the Department to independently calculate the gross revenue and the commission due. The report shall be submitted monthly on CD-ROM in detail and with a hard copy summary and shall also reflect the gross revenues generated by all inmate phones. Additional documentation requirements may be requested by the Department.

4. Final Commission Payment

The Contractor shall submit the final commission payment to the Department no more than forty-five (45) days after the end date of this Contract. If the Contractor fails to do so, the Contractor agrees to submit additional payment in the amount of fifteen hundred dollars (\$1,500.00) per day for each day of late submission (See Section II., R., 2., e.).

5. Subcontracts

No payments shall be made to the Subcontractor until all subcontracts have been approved, in writing by the Department.

B. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

C. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

IV. CONTRACT MANAGEMENT

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Charles D. Terrell, Chief, Bureau of Institutional Support Services
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Phone: (850) 410-4278
Fax: (850) 922-9277
terrell.charlie@mail.dc.state.fl.us

The Contract Manager will perform the following functions:

1. Maintain a contract management file;
2. Serve as the liaison between the Department and the Contractor;
3. Verify receipt of deliverables from the Contractor;
4. Monitor the Contractor's progress;
5. Evaluate the Contractor's performance;
6. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract;
7. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Local Contract Coordinator (LCC):

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance; and
3. Will notify the Contract Manager that the work is completed and will email and /or fax any documents relating to the service.

The Local Contract Coordinator for this Contract will be:

Operations:

Larry Purintun
General Services Manager
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Phone: (850) 410-4180
Fax: (850) 922-9277
Email: purintun.larry@mail.dc.state.fl.us

Accounting:

Michael Deariso
Finance and Accounting Director III
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Phone: (850) 922-9836
Fax: (850) 488-1196
Email: deariso.michael@mail.dc.state.fl.us

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Lisa M. Bassett, Chief
Bureau of Procurement & Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Phone: (850) 488-6671
Fax: (850) 922-5330
Email: bassett.lisa@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

1. Maintain the official Contract file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor.

C. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

Daniel McGuinn, Account Executive
SECURUS Technologies, Inc.
688 NW 33RD Street
Margate, Florida 33063
Phone: (954) 753-5184
Fax: (954) 753-5184
Email: dmcguinn@securustech.net

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

V. CONTRACT MODIFICATION

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section IV., CONTRACT MANAGEMENT, shall be valid only through execution of a formal Contract amendment.

VI. TERMINATION

A. Termination at Will

This Contract may be terminated by the Department upon no less than ninety (90) calendar days' notice, without cause, or by the Contractor upon no less than one hundred twenty (120) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this Contract upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

VII. CONDITIONS

A. Records

1. Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with this Contract. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

2. Audit Records

a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of five (5) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative or the address listed in Section III., D., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

B. Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by SECURUS

Technologies, Inc. and the State of Florida, Department of Corrections.” If the sponsorship reference is in written material, the words “State of Florida, Department of Corrections” shall appear in the same size letters or type as the name of the organization.

F. Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

G. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

H. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor’s noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

I. Indemnification

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney’s fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

J. Contractor’s Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party’s liability beyond that provided in Section 768.28, Florida Statutes.

K. Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

L. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Deputy Assistant Secretary of Institutions-Operations. The Deputy Assistant Secretary of Institutions-Operations shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager and the Contract Administrator.

M. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any

design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

N. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

O. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

P. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

Q. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

R. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial branch, or a State agency.

S. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section IV., Contract Management, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative identified in Section IV., C., which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

T. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

U. Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department, shall be on file and in good standing with the State of Florida, Department of State.

V. MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

W. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

X. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under a Contract with any public entity and may not transact business with any public entity.

Y. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

Z. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

AA. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is serviced by the Department, either directly or indirectly, through these services.

BB. Cooperative Purchasing

As provided in Section 287.042(16)(a), Florida Statutes, other State agencies may purchase from this Contract, provided that the Department of Management Services has determined that the Contract's use is cost effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein. In addition, other political subdivisions may also purchase from this Contract at the discretion of the Contractor. Entities purchasing from this Contract assume and bear complete responsibility with regard to performance of any contractual obligation or term.

CC. Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal Contract Amendment.

DD. Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of five hundred thousand (\$500,000.00) dollars. The Performance Guarantee shall be issued for a one-year period, renewed annually for the term of the Contract. The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department.

The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of this Contract. No payments shall be made to the Contractor until the guarantee is in place and approved by the Department in writing. Upon renewal of this Contract, the Contractor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal.

Based upon Contractor performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining contract period, including the renewal.

EE. Convicted Felons Certification

No personnel assigned to this Contract may be a convicted felon or have relatives either confined by or under supervision of the Department.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and any attachments or exhibits if included, ITN # 06-DC-7695 and the Contractor's response to the ITN, contain all the terms and conditions agreed upon by the parties. In the event of any conflict in language among these documents, this Contract will govern.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

SECURUS TECHNOLOGIES, INC. through its wholly owned subsidiary, **T-NEXTIX Telecommunications Services, Inc.**

SIGNED BY:

D.J. Reinhold

NAME:

Dennis J. Reinhold

TITLE:

V.P./General Counsel and Secretary

DATE:

9/24/07

FEID #:

Securus: 20-0722940
T-Notia: 75-2212916

DEPARTMENT OF CORRECTIONS

SIGNED BY:

for R M G/A

NAME:

James R. McDonough

TITLE:

**Secretary
Department of Corrections**

DATE:

25 Sept

SIGNED BY:

Kathleen Von Hoene

NAME:

for **Kathleen Von Hoene**

TITLE:

XPS
**General Counsel
Department of Corrections**

DATE:

9/25/07

ATTACHMENT 1- SECURITY REQUIREMENTS FOR CONTRACTORS

- (1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom any of the following articles, which are hereby declared to be contraband.
- (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
 - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
 - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (1) a & (1) b is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

- (2) Do not leave keys in ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- (3) Keep all keys in your pockets.
- (4) Confirm, with the Institutional Warden, where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution and at the request of Departmental staff.
- (6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- (8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.

- (9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (10) All persons and deliveries to be on Departmental lands will enter and exit by only one designated route to be determined by the Department and subject to security checks at any time. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (14) All staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing.
- (15) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**