

Contract Number: DTI15001-INMT_PBLC
Title: Inmate & Public Coin Telephone Services

THIS AGREEMENT, made and executed in duplicate, shall be effective this 21st day of July, 2015.

BY AND BETWEEN **Global Tel*Link Corporation**
12021 Sunset Hills Road, Suite 100
Reston, VA 20190

(Hereinafter designated as "Contractor"), party of the first part, and the DEPARTMENT OF TECHNOLOGY AND INFORMATION, created under the laws of the State of Delaware (hereinafter designated as DTI), party of the second part.

WITNESSETH that the Contractor in consideration of the covenants and agreements herein contained and made by DTI, agrees with said DTI as follows:

ARTICLE ONE: The Contractor shall provide and furnish all supplies, materiel, machinery, implements, appliances, tools and labor and perform the work and/or services required to complete the contract requirements (in connection with DTI15001-INMT_PBLC – Inmate & Public Coin Telephone Services). The work, as set forth in DTI's request for proposal, and/or specifications and the Contractor's proposal, excluding any and all exceptions taken by the Contractor, is identified by the signature of the Contractor and the Chief Information Officer (CIO) of the said DTI and become hereby a part of this contract.

ARTICLE TWO: It is understood and agreed by and between the parties hereto that all items and/or work included in this contract is to be done under the direction of the said CIO and that the CIO's decision as to the meaning of the said proposal, and/or specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional specifications as may be necessary to illustrate the items to be furnished or work to be done are to be submitted by said Contractor and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, and specification referred to in Article One.

ARTICLE THREE: If the work to be done under this contract shall be abandoned, or if the contract, or any part thereof shall be sublet without the previous written consent of DTI, or if the contract shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Director shall be of the opinion and shall certify in writing to DTI that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the Contractor has violated any provision of this contract or that the Contractor fails to provide all supplies, materiel, machinery, implements, appliances, tools and labor or fails to perform the work and/or services as set forth in the proposal and specifications, in whole or in part, DTI may notify the Contractor to discontinue all work or any part thereof; and thereupon the Contractor shall discontinue such work or such part thereof as DTI may designate and DTI may thereupon, by a contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work, or part thereof, to the Contractor.

All costs and charges that may be incurred under this article or any damages that should be borne by the Contractor shall be withheld or deducted from any moneys then due, or to become due to the Contractor under this contract, or any part thereof; and in such accounting the DTI shall not be held to obtain the lowest cost for the work or completing the contract or any part thereof, but all sums actually paid therefore shall be charged to the Contractor. In case the costs and charges incurred are less than the sum which would have been payable under the contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference and in case such costs and charges shall exceed the said sum, the Contractor shall pay the amount of excess to DTI for the completion of the work.

ARTICLE FOUR: It is further mutually agreed between the parties hereto that no payment made under this contract shall be conclusive evidence of the performance of this contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work.

ARTICLE FIVE: It is mutually agreed between the parties hereto that inmate and public coin telephone service rates, charges and technology grants shall be as stated in Option 1 of Best and Final Offer and the proposal. Technology grants shall be paid by the Contractor within 60 days of the date of execution and subsequent anniversary dates. In accordance with Special Provision 1.4 Prices and 1.36 Amendments, the parties understand and agree that inmate telephone service rates, charges and technology grants may be reduced on an annual basis by mutual agreement through written amendments and shall not be less than the lowest proposed offer made by the Contractor.

ARTICLE SIX: It is further understood and agreed by and between the parties hereto that Appendix A, #3.1.20 shall be revised to read: *"The Contractor is responsible for continued availability of all phone services. Any interruption lasting more than one business day per month during which service is available, or any month during which three or more interruptions occur of any duration will be subject to a penalty payment equal to the greater of the highest monthly commission paid or \$500.00 for that telephone during this agreement."*

ARTICLE SEVEN: It is understood and agreed by and between the parties hereto that DTI does not accept any exceptions included in Contractor's proposal that are not listed on Exhibit B-10. As a result, the Example GTL Inmate Telephone Service Agreement Template included in the proposal for DTI's information is not incorporated in this contract and references to any form of indemnification by DTI of the Contractor in this contract are null and void.

IN WITNESS WHEREOF: the said parties to these presents have duly executed this agreement in duplicate the day and year written below:


SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

CONTRACTOR:

BY: 
(signature)

NAME: Jeffrey B. Airdryis (Seal)

TITLE: President + COO

Witness:  Global Tel + Link Corporation
(Contractor Company Name)


DEPARTMENT OF TECHNOLOGY AND INFORMATION:

BY: 
(signature)

NAME: Michael W. Hostnicki

TITLE: Chief of Policy + Communications Acting CIO
7/17/2015 - 7/26/2015

DATE: 7/21/2015

Witness: 

Note: In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm or partnership and their corporate seal must be affixed hereto.

NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE
State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions
 Contract # DT115001-INMT_PBLC, Appendix A
 between State of Delaware and Global Tel*Link dated July 21, 2015
 This document shall become part of the final contract.

Terms and Conditions Clauses 1-13 are mandatory for every engagement. Exceptions will be considered non-compliant and non-responsive.	
1	Data Ownership: The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The Service Provider shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request.
2	Data Protection: Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions: a) All information obtained by the Service Provider under this contract shall become and remain property of the State of Delaware. b) At no time shall any data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State of Delaware.
3	Data Location: The Service Provider shall not store or transfer non-public State of Delaware data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State of Delaware data remotely only as required to provide technical support.
4	Encryption: a) The Service Provider shall encrypt all non-public data in transit regardless of the transit mechanism. b) For engagements where the Service Provider stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Service Provider's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology <u>FIPS140-2</u> , Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the <u>Cloud and Offsite Hosting Policy</u> . Additionally, where encryption of data at rest is not possible, vendor must describe existing security measures that provide a similar level of protection.
5	Breach Notification and Recovery: Delaware Code requires public breach notification when citizens' personally identifiable information is lost or stolen. Reference: <u>6 Del. C. § 12B-102</u> . Additionally, unauthorized access or disclosure of non-public data is considered to be a breach. The Service Provider will provide notification without unreasonable delay and all communication shall be coordinated with the State of Delaware. When the Service Provider or their sub-contractors are liable for the loss, the Service Provider shall bear all costs associated with the investigation, response and recovery from the breach, for example: 3-year credit monitoring services, mailing costs, website, and toll free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the part of the State to hold a Contractor harmless.

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6	Notification of Legal Requests: The Service Provider shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Service Provider shall not respond to subpoenas, service of process, and other legal requests related to the State of Delaware without first notifying the State unless prohibited by law from providing such notice.
7	<p>Termination and Suspension of Service: In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware data in CSV or XML or another mutually agreeable format. The Service Provider shall guarantee the subsequent secure disposal of State of Delaware data.</p> <p>a) Suspension of services: During any period of suspension or contract negotiation or disputes, the Service Provider shall not take any action to intentionally erase any State of Delaware data.</p> <p>b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any State of Delaware data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally prohibited, dispose of all State of Delaware data in its systems or otherwise in its possession or under its control as specified in section 7d) below. Within this 90 day timeframe, vendor will continue to secure and back up State of Delaware data covered under the contract.</p> <p>c) Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.</p> <p>d) Secure Data Disposal: When requested by the State of Delaware, the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State of Delaware.</p>
8	Background Checks: The Service Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.
9	Data Dictionary: Prior to go-live, the Service Provider shall provide a data dictionary in accordance with the State of Delaware <u>Data Modeling Standard</u> .
10	Security Logs and Reports: The Service Provider shall allow the State of Delaware access to system security logs that affect this engagement, its data and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.

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11	Contract Audit: The Service Provider shall allow the State of Delaware to audit conformance including contract terms, system security and data centers as appropriate. The State of Delaware may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least 30 days advance written notice and shall not unreasonably interfere with the Service Provider's business.
12	Sub-contractor Disclosure: The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any application development and/or operations.
13	Operational Metrics: The Service Provider and the State of Delaware shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. Examples include but are not limited to: <ul style="list-style-type: none"> a) Advance notice and change control for major upgrades and system changes b) System availability/uptime guarantee/agreed-upon maintenance downtime c) Recovery Time Objective/Recovery Point Objective d) Security Vulnerability Scanning

By signing this Agreement, the Service Provider agrees to abide by all of the above Terms and Conditions.

Service Provider Name/Address (print): Global TelLink Corporation
12021 Sunset Hills Road
Reston, VA 20190

Service Provider Authorizing Official Name (print): Jeffrey B. Rindges

Service Provider Authorizing Official Signature: 

Date: 7/21/15