

## State of Georgia State Entity Contract Form

Solicitation Title <b>Inmate Telephone Service</b>	Solicitation Number <b>46700-GDC0000669</b>	Contract Number
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1. This Contract is entered into between the State Entity and the Contractor named below:

State Entity's Name  
**Georgia Department of Corrections (GDC)** (hereafter called State Entity)

Contractor's Name  
**Securus Technologies, Inc.** (hereafter called Contractor)

2. Contract to Begin: \_\_\_\_\_ Date of Completion: \_\_\_\_\_ Renewals: **3 One-Year Renewals**

3. Performance Bond, if any: **Surety \$800,000** Other Bonds, if any: **N/A**

4. Estimated Value (Revenue-Share) of this Contract:	Total Financial Obligation of the State Entity for the First Fiscal Year:	Total Financial Obligation of the State Entity for each Renewal Period if Renewed:
<b>\$19.6 - \$45.3 Million (Initial Term)</b>	<b>N/A</b>	<b>N/A</b>

5. Authorized Person to Receive Contract Notices for State Entity: **Jennifer Ammons jennifer.ammons@gdc.ga.gov**

Authorized Person to Receive Contract Notices for Contractor: **Dennis Reinhold dreinhold@securusitech.net**

6. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:
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| Attachment 1: <b>GDC Contract Terms and Conditions</b>   |
| Attachment 2: <b>GDC Scope of Services</b>   |
| Attachment 3: <b>eRFP and Selected Attachments, Q&amp;A Document, Request for Clarification and BAFO Request</b> |
| Attachment 4: <b>Contractor's RFP Response, Request for Clarification Response and BAFO Response</b>             |

**IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.**

7. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)  
**Securus Technologies, Inc.**

By (Authorized Signature) 	Date Signed <b>7/7/16</b>
Printed Name and Title of Person Signing <b>Robert E. Pickens, President</b>	
Address <b>14651 Dallas Parkway, Suite 600, Dallas, Texas 75254</b>	

8. **State Entity**

State Entity Name  
**Georgia Department of Corrections**

By (Authorized Signature) 	Date Signed <b>9/21/16</b>
Printed Name and Title of Person Signing <b>Jennifer Ammons, Director of Legal Services</b>	
Address <b>State Office South at Tift College, Gibson Hall, 3rd Floor, 300 Patrol Road, PO Box 1529, Forsyth, GA 31029</b>	

# STATE OF GEORGIA

## Inmate Telephone Service Contract

### Contract Attachment 1/RFP Attachment N Contract Terms and Conditions for Products, Software and Services Purchases

#### A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

- (i) **"Contractor"** means the provider(s) (along with any subcontractors) of the software, products and/or services under the Contract as identified in the State Entity Standard Contract Form.
- (ii) **"Purchase Instrument"** means the documentation issued by the State Entity to the Contractor for a purchase of Software, products and services in accordance with the terms and conditions of the Contract. The Purchase Instrument should reference the Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the State Entity.
- (iii) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the State Entity.
- (iv) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the State Entity Standard Contract Form, which solicitation document was issued (electronically or by other means) to solicit the Software, products and services that are subject to the Contract.
- (v) **"State"** means the State of Georgia, the State Entity, and any other authorized state entities issuing Purchase Instruments against the Contract.
- (vi) **"State Entity"** means the State of Georgia entity identified in the State Entity Standard Contract Form to contract with the Contractor for the software, products and services as identified in the Contract.
- (vii) **"State Entity Standard Contract" or "Contract"** means the agreement between the State Entity and the Contractor as defined by the State Entity Standard Contract Form and its incorporated documents.
- (viii) **"State Entity Standard Contract Form"** means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for Software, products and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Contract shall be incorporated by reference into this Contract unless the State Entity has accepted the Contractor's objection or amendment in writing. The State Entity Standard Contract Form is defined separately and referred to separately throughout the State Entity Standard Contract as a means of identifying the location of

certain information. For example, the initial term of the Contract is defined by the dates in the State Entity Standard Contract Form.

2. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
3. **Reporting Requirements.** Contractor acknowledges that the Call Detail Records (CDRs), call recordings, voicemails, documentation, reports, data, etc., processed through the Inmate Telephone System ("ITS") are the property of the State Entity. The State Entity requires Contractor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which Revenue Share and Minimum Monthly Guarantee ("MMG") can be determined. Contractor shall provide all reports and records as required by Attachment 2 – GDC Scope of Services, Section 22 Payment and Reporting and by the 20th day of the month following the month of traffic. The reports and records shall include all CDRs, EMI billing files, Miscellaneous charges/fees, debit usage reports and associated invoices and revenue sharing reports during the term of the Contract.

## **B. DURATION OF CONTRACT**

1. **Contract Term.** The Contract shall begin on the effective date hereof, which shall be the date executed by the State Entity as shown on the signature page hereto and continue for four (4) calendar years unless terminated earlier in.
2. **Contract Renewal.** The State Entity shall have the option, in its sole discretion, to renew the Contract for three (3) additional one (1) year terms by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the State Entity's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the State Entity and the Contractor.
3. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified Software, Licenses and Services, the State Entity may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the identified Software, Licenses and Services.

## **C. DESCRIPTION OF GOODS AND SERVICES**

1. **Software and Specifications.** The Contractor shall provide all software ("Software") in strict compliance with the descriptions and representations as to the Software (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear in the RFX and the terms of the Contract
2. **Services and other Deliverables.** The State Entity grants Contractor the exclusive right and privilege to install and operate all inmate telephones and related telephone equipment at the Facilities detailed in the RFX. Contractor shall, at no cost to the State Entity, provide all inside wiring for the inmate telephones, install the inmate telephones and the related hardware and software/firmware specifically identified herein, to enable inmates at the Facilities to make free, collect, pre-paid and/or debit local, long distance and international calls from the Facilities ("Services") pursuant to the terms set forth in the RFX and the terms of the Contract.

3. "Services" shall include administration, distribution, installation, configuration, support and training services as further described in the RFX. Contractor, its subcontractor(s) and any employees of Contractor will perform the Services as specified in the RFX, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time such Services are provided.
4. Contractor shall agree to all terms and conditions set forth in this Contract, and Contractor shall agree to the specifications, including, but not limited to, the features and functionalities of the Inmate Telephone System listed in the RFX and confirmed in Contractor's RFX response. If the State Entity designates an agent to act on the State Entity's behalf ("Designated Agent"), Contractor shall follow the State Entity's direction in working with such Designated Agent.

#### **D. COMPENSATION**

1. **Revenue Sharing, Pricing and Payment.** The Contractor shall pay the State Entity Revenue Share(s) for the Services pursuant to the Contract in accordance with the RFX and final Revenue Share documents as incorporated into the State Entity Standard Contract Form and the terms of the Contract. Unless clearly stated otherwise in the Contract, the Revenue Share proposal, calling rates and approved fees are firm and fixed during the initial Contract term. Revenue Share and services pricing include, but not limited to, calling options, calling rates, approved fees, MMG, Financial Incentive, and Revenue Share percentage rate.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, individual invoices for the Services as supplied to the State Entity under the Contract at the billing addresses specified in the Purchase Instruments or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The State Entity shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.
2. **Delay of Payment Due to Contractor's Failure.** As outlined in the RFX, Contractor may incur late fees, fines or liquidated damages for Services that were not delivered timely or performed. To the extent that the Contractor's failure to perform or deliver in a timely manner materially impacts the State Entity, the State Entity may invoice Contractor based on the events listed in Section 29 Liquidated Damages of this Contract. Should the State Entity invoice Contractor, such invoice would be due and payable to the State Entity within thirty (30) days upon receipt of the invoice.
3. The State Entity shall not be liable for any of Contractor's costs for Services pursuant to this Contract, including, but not limited to, taxes, shipping charges, network charges, operator center charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages.

#### **E. TERMINATION**

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, if applicable, this Contract will terminate immediately and absolutely if the State Entity determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the State Entity cannot fulfill its obligations under the Contract, which determination is at the State Entity's sole discretion and shall be conclusive. Further, the State Entity may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
  - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing such software, products and services, the revocation or loss of

such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

- (ii) The State Entity determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
- (v) Upon termination, Contractor shall adhere to the transition requirements as outlined in Attachment 2 – GDC Scope of Services, Section 5 - Transition.

**2. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the State Entity to declare the Contractor in default of its obligations under the Contract:

- (i) The Contractor fails to deliver or has delivered nonconforming software, products and services or fails to perform, to the State Entity's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- (ii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
- (iii) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the State Entity reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (iv) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (v) The Contractor has engaged in conduct that has or may expose the State Entity or the State to liability, as determined in the State Entity's sole discretion; or
- (i) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State Entity, the State, or a third party.
- (ii) Upon termination, Contractor shall follow the transition requirements outlined in Attachment 2 – GDC Scope of Services, Section 5 - Transition.

**3. Notice of Default.** In the event Contractor fails to perform any terms or conditions of the Contract, the State Entity may consider Contractor in default of the Contract and supply Contractor written notice of such default. In the event said default is not remedied to the satisfaction and approval of the State Entity within thirty (30) calendar days of receipt of such notice, the State Entity may terminate the Contract.

For any reason, should Contractor be unable to satisfy the requirements contained in the Contract, the State Entity may, in its sole discretion, call for the Surety Bond due, in part or in full, for non-performance and/or as liquidated damages.

Upon termination, Contractor shall follow the transition requirements outlined in Attachment 2 – GDC Scope of Services, Section 5 - Transition.

**4. Termination Upon Notice.**

- (i) The State Entity may terminate the Contract without payment of any penalty or incurring any obligation by providing ninety (90) days written notice.
- (ii) Upon termination, Contractor shall follow the transition requirements outlined in Attachment 2 – GDC Scope of Services, Section 5 - Transition.

**5. Termination Due to Change in Law.**

- (i) The State Entity shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
  - a. The State Entity's authorization to operate is withdrawn or there is a material alteration in the programs administered by the State Entity; and/or
  - b. The State Entity's duties are substantially modified; and/or
  - c. A material change in the rules or policies of the Federal Communications Commission (FCC) applicable to inmate calling services (ICS), which change affects: (1) the ICS rates permitted to be charged by the Contractor to inmates under this Contract; (2) the right of State Entity to recover its ICS costs; or (3) the ability of State Entity to require Contractor to pay to State Entity site commissions.
- (ii) Upon termination, Contractor shall follow the transition requirements outlined in Attachment 2 – GDC Scope of Services, Section 5 - Transition.

**6. Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the State Entity, the State Entity shall pay only those amounts, if any, due and owing to the Contractor for software, products and services actually rendered up to the date specified in the notice of termination for which the State Entity is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State Entity under the Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

**7. The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the State Entity, the Contractor shall:

- (i) Contractor shall remain obligated to perform in strict accordance with this Contract, unless otherwise agreed by the State Entity and the Contractor, through the termination date provided in the written notification from the State Entity to Contractor. Contractor will take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State Entity may require;

- (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (ii) Comply with the State's instructions for the timely transfer of any active files and work products produced by the Contractor under the Contract; and
- (iii) Upon termination, Contractor shall follow the transition requirements outlined in Attachment 2 – GDC Scope of Services, Section 5 - Transition.

## F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
  - (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
  - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
  - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
  - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the State Entity may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

## G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
  - (i) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
  - (ii) Any failure of the Software, Licenses and/or Services to comply with applicable specifications, warranties, and certifications under the Contract;
  - (iii) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Software, Licenses and/or Services or any parts thereof provided under the Contract;
  - (iv) Claims, demands, or lawsuits that, with respect to the Software or any parts thereof, allege product liability, strict product liability, or any variation thereof; or
  - (v) Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Software, Licenses and/or Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the State Entity shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.



In case any of the Software, Licenses and/or Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the Software, Licenses and Services;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the State Entity as to the Software;
- (ii) Use of the Software in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the Software in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which the State Entity or any affiliate or subsidiary of the State Entity has any direct interest by license or otherwise.

**5. Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Contract.

**H. INSURANCE.** The Contractor shall procure and maintain insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the Contract attached to this solicitation throughout the duration of the Contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish the State Entity an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

The Contractor is required to maintain the following insurance coverage's during the term of the Contract:

1. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all subcontractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:
 

Bodily injury by accident - per employee	\$500,000
Bodily injury by disease - per employee	\$500,000
Bodily injury by disease – policy limit	\$500,000
2. Commercial General Liability Policy with the following minimum coverage:
 

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000
3. Automobile Liability
 

Combined Single Limit	\$1,000,000
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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Certificates must reference the Contract number. The Contractor's submitted Revenue Share proposal must include the cost of the required insurance. No Contract performance shall occur unless and until the required insurance certificates are provided.

#### **I. BONDS**

The Contractor shall provide required surety bond in the amount of \$800,000 throughout the initial (full) term of the awarded Contract and all subsequent renewals.

#### **J. WARRANTIES**

**Originality and Title to Provided Software and Services.** Contractor represents and warrants that all the concepts, materials, Software and Services produced, or provided to the State pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials Software and Services. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Software and Services contemplated by the Contract. Contractor or the original Software publisher shall retain all right, title and interest in the Software and any accompanying documentation, including all applicable intellectual property rights.

The Contractor represents and warrants that the concepts, materials, Software and Services and the State's use of same and the exercise by the State of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts,

materials, Software and Services will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

## **K. CONTRACT ADMINISTRATION**

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the State Entity Standard Contract Terms and Conditions (including any amendments accepted by both the State Entity and the Contractor attached hereto), the RFX (including any subsequent addenda), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
  - (i) First, by giving preference to the specific provisions of the State Entity Standard Contract Terms and Conditions.
  - (ii) Second, by giving preference to the specific provisions of the RFX.
  - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the State Entity in writing shall not be included in this Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX, as amended, and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX, as amended, and the Contractor's Response. The contractual obligations of the State Entity cannot be implied from the Contractor's Response.
3. **Compliance with the Law.**

Certain equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations, including without limitation:

- (i) Local license or permit requirements;
- (ii) Export, import and customs laws and regulations, which may apply to certain equipment, software and technical data provided hereunder; and
- (iii) All applicable foreign corrupt practices acts.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract.

Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other documentation required to comply with all applicable laws, rules or regulations. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the State Entity as a material breach of this Contract by the Contractor.

**4. Drug-free Workplace.** The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
  - (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
- 5. Amendments.** The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of the State Entity, then the State Entity must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the State Entity and the Contractor.
- 6. Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the State and the Contractor.
- 7. Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
- 7. Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the State Entity, such consent will not be unreasonably withheld or unduly delayed. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

8. **Use of Third Parties.** Except as may be expressly agreed to in writing by the State Entity, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. Contractor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the State Entity. The State Entity shall have the right to request the removal of a subcontractor from the Contract for good cause. Contractor will not subcontract any work involving (a) visits to the State Entity's premises or (b) substantial contact with State Entity personnel and State Entity's data without prior authorization from State Entity. Notification of a contemplated change in subcontractors must be submitted to State Entity for approval 60 days in advance of subcontractor change-out.

Contractor acknowledges and agrees that State Entity may use certain third-party vendors for purposes of performing some of State Entity's internal business processes. State Entity may allow its third-party vendors to access and use the software subject to the terms and conditions of this Contract solely for State Entity's internal business processing services.

Any subcontracts for the Services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Contractor and the State Entity and to ensure that the State Entity is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontractor in those matters described in the Contract.

9. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform the Services under this Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the State Entity. All of Contractor or any subcontractor's personnel shall comply with the confidentiality requirements of the Contract and the security requirements of the applicable State Entity while on state property. In the event that any of Contractor or subcontractor's personnel do not comply with such confidentiality and security requirements, the State Entity may have the personnel removed from the premises.

All persons assigned to perform the Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If the State Entity believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Contract, the State Entity shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the State Entity's request, immediately replace such person with another person acceptable to the State Entity and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and general maintenance requirements set forth in Attachment 2 – GDC Scope of Services, Section 17 Customer Service.

10. **Integration.** The Contract represents the entire agreement between the parties and shall follow the Order of Preference as identified above. The parties shall not rely on any representation that may have been made which is not included in the Contract.
11. **Headings or Captions.** The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
12. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.
13. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the State Entity and the Contractor for the Services provided in connection with the Contract.
14. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the State Entity and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
15. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by overnight express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the State Entity Standard Contract Form. Each such notice shall be deemed to have been provided:
  - (i) At the time it is actually received; or,
  - (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
  - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the persons designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

16. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law.
17. **Severability.** If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract.
18. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to the State Entity are responsive to the State Entity's requirements and requests in all respects.

19. **Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
20. **Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
21. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
22. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq. and the Purchasing Act O.C.G.A. 50-5-50 et seq., require procurement records and other records to be made public unless otherwise provided by law.
23. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the State Entity if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
24. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
25. **Taxes.** Contractor shall be responsible for taxes. State Entity will not reimburse taxes imposed on Contractor.

The State Entity is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State Entity is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the State Entity with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services required in this Contract, which verification is incorporated herein by reference.

26. **Certification Regarding Sales and Use Tax.** By executing the Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State Entity or its representative filing for damages for breach of Contract.
27. **Delay or Impossibility of Performance.** Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
28. **Limitation of Contractor's Liability to the State.** In no event shall either party be liable hereunder for loss of profits, loss of goodwill, consequential or punitive damages of any kind regardless of the form or theory of any claim and irrespective of whether such party has been advised of the possibility of such damages.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

29. **Liquidated Damages.** The Contractor's failure to complete work tasks both correctly and on time will result in substantial injury to the State Entity, but the amount of damages resulting from such injury cannot be calculated with certainty. Each such failure to complete a work task both correctly and on time is hereafter referred to as a default. Defaults shall be deemed corrected on the date that the work task has been correctly completed. For each default, the Contractor shall be liable to the State Entity for liquidated damages and not as a penalty, as follows:

- (i) Any fees and/or charges implemented without the State Entity's express written consent shall incur a liquidated damage per day of Two Hundred Seventy-Five Dollars (\$275.00). The liquidated damage per day shall be effective from the date Contractor is notified by the State Entity of the implementation of the unapproved additional fees and/or charges through the date Contractor discontinues the unapproved additional fees and/or charges.
- (ii) Any changes to the monthly collect call threshold must first be approved by the State Entity; unauthorized changes shall be subject to a daily liquidated damage of Five Hundred Twenty-Five Dollars (\$525.00) from the day the unauthorized change was implemented through the day the change is resolved by Contractor as approved by the State Entity.
- (iii) Revenue Share payments, traffic detail reports, billing files, CDRs and/or reports not containing the required fields, received by the State Entity after the date specified in Attachment 2 – GDC Scope of Services, Section 22 Payment and Reporting, are subject to late charges and/or interest. Contractor must pay GDC interest on the overdue Revenue Share at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$\begin{aligned} &(\text{Revenue Share Payment or MMG}) \times (18\%) = X \\ &X / 365 \text{ (366 for leap years)} = Y \\ &Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed} \end{aligned}$$



Late charges for reporting shall be a fee of Five Hundred Twenty-Five Dollars (\$525.00) per month for each report not received by the due date specified or for each report that does not contain all of the fields and information as identified in Attachment 2 – GDC Scope of Services, Section 22 Payment and Reporting. If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or interest for all three shall apply.

- (iv) Due to Contractor's action(s), if any portion of the installation is not completed within the timeframe allowed in the mutually agreed upon implementation plan, Contractor may incur liquidated damages in the amount of Two Hundred Dollars (\$200.00) per incomplete Facility per day for each day beyond the installation date in the agreed upon implementation plan. In no event will natural disasters or acts of God cause Contractor to incur liquidated damages.
- (v) If the installation of additional telephones is not completed within thirty (30) days or as otherwise specified by the State Entity, Contractor may incur liquidated damages in the amount of One Hundred Twenty-Five Dollars (\$125.00) per uninstalled telephone for each day beyond the thirty (30)-day installation date until the installation is complete. However, Contractor shall not incur liquidated damages if the cause of the delay is beyond the Contractor's reasonable control.
- (vi) Contractor shall pay the State Entity liquidated damages in the amount of Five Hundred Dollars (\$500.00) per each instance wherein the State Entity suffers one or more lost, unrecoverable or un-useable recording(s). The State Entity agrees to notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the call recordings. Contractor shall be notified of the total amount due via written notice from the State Entity.
- (vii) Any deviation from the ITS Upgrade and Performance Process outlined in Attachment 2 – GDC Scope of Services, Section 14, may result in liquidated damages incurred by Contractor. Such liquidated damages will be equal to One Thousand Dollars (\$1,000.00) per occurrence. Contractor shall be notified of the total amount due via written notice from the State Entity.
- (vii) If any on-site administrator position is vacated and not filled by Contractor within fifteen (15) days, Contractor shall pay the State Entity Two Thousand Five Hundred Dollars (\$2,500.00) for every fifteen (15) day period thereafter that the position remains vacant.

The State Entity, in its sole discretion, may waive the imposition of liquidated damages or a portion thereof in a given instance. Such waiver, in any instance, shall not constitute a waiver in any future instance, nor establish any right on behalf of the Contractor to a waiver.

Liquidated damages, as provided above, shall be cumulative and in addition to other remedies available to the State Entity under applicable law. Cumulative as used in this section refers to the legal remedies available to the State Entity. The State Entity can pursue all of its other legal remedies in addition to the liquidated damages.

- 30. **Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
- 31. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor acknowledges that all State Entity data (inclusive of images) is the property of the State Entity at all times. Based upon termination of this Contract, Contractor

will deliver within 15 days of receipt of request, electronic files containing all available State Entity data (inclusive of all images).

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

Upon termination, Contractor shall follow the transition requirements outlined in Attachment 2 – GDC Scope of Services, Section 5 - Transition.

32. **State Security.** State Entity requires that a criminal background investigation be made of any all Contractor or subcontractor personnel utilized to provide Services to the State Entity. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State.
33. **Prison Rape Elimination Act.** Contractor agrees to assist the State Entity in complying with standards articulated under 28 C.F.R. 115, entitled the Prison Rape Elimination Act, by submitting to a background check and agreeing not to sexually abuse or harass any offenders. Contractor agrees to undergo training, as the State Entity sees fit, regarding the State Entity's zero-tolerance policy for sexual abuse and sexual harassment and Contractor agrees to document that Contractor understands such training. Contractor agrees to inform State Entity of any knowledge, suspicion, or information regarding the occurrence of sexual abuse or harassment in any Facility in which the Contractor is present. Contractor agrees to keep all information about sexual abuse or sexual harassment, other than such information as is required to report the incident, completely confidential. Contractor acknowledges that failure to maintain the standards articulated in this paragraph is considered a material breach of this Contract and is grounds for termination of this Contract.

**Attachment 2  
GDC Scope of Services**

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**Solicitation Title  
Inmate Telephone Service**

**Solicitation Number  
47600-GDC0000669**

**STATE OF GEORGIA**  
**DEPARTMENT OF CORRECTIONS**  
**GDC SCOPE OF SERVICES**  
**RFP Attachment B/Contract Attachment 2**

**1. PURPOSE AND SCOPE INTRODUCTION**

- 1.1. The purpose of this Scope of Services is to define the tasks, responsibilities and deliverables of the Contractor and GDC during the term of this Contract.
- 1.2. Contractor shall, without cost to GDC, operate inmate telephones and related equipment, provide all wiring for the inmate telephones, install the inmate telephones and the related hardware and software, to enable inmates at the Facilities (as identified in **Attachment C – GDC Facility Specifications**) to complete, without limitation, local, long distance and/or international collect, pre-paid, debit and free calls from the Facilities. Inmate telephone service scope includes the service, system design, equipment, installation, reporting software, on-site staff interfaces, training, operation, monitoring, ongoing repairs and maintenance of the system(s) and its components. Contractor's service will also provide GDC with effective investigative tools and a method of tracking and reporting all inmate telephone usage.
- 1.3. Contractor shall replace all public pay telephones at GDC's Transition Centers identified on **Attachment C – GDC Facility Specifications** with inmate telephones generating calls through an Inmate Telephone System (ITS).
- 1.4. Contractor shall provide service and support to 65 GDC Facilities that house approximately 50,090 inmates/offenders generating a monthly average of 195,307 calls and 2,423,842 total minutes.
- 1.5. Contractor shall refer to the specific details about each Facility, as identified in **Attachment C – GDC Facility Specifications**. Facility details include: Facility Name, Facility Address, Facility Type, Year Constructed, Facility Design Group (Facilities with similar layouts/design), Sundown Count ("ADP"), Number of Telephones, Phone Time Availability, and Portable Telephones.
- 1.6. Contractor acknowledges that GDC reserves the right to modify its Facility Specifications, as identified in **Attachment C – GDC Facility Specifications**, at its discretion if a business change or need occurs. The Facility Specifications provided within the RFP may change up or down throughout the life of the awarded Contract.
- 1.7. Contractor shall be responsible for all costs associated with the ITS, which shall include but not be limited to, the necessary labor, parts, materials, hardware, software, transportation, purchase of equipment, wiring, new electrical circuits, cabling, installation, service, maintenance, network infrastructure, and day-to-day operation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications.

## 2. NONREIMBURSEMENT OF ADDITIONAL COSTS

GDC will not pay the Contractor any lump sum or other start-up expenses for services, nor for any expenses incurred in the preparation of a proposal, even though the Contractor shall be obligated to begin some aspects of performance immediately after Contract award and before full in-service/cutover. GDC will not pay the Contractor any lump sum or other expenses for ITS operations, maintenance, repair, upgrade, configuration, marketing, and other steady-state services. GDC will not pay the Contractor any lump sum or other expenses for suspending or stopping services provided to GDC or termination costs at the time the Contractor ceases to provide service under this Contract.

## 3. IMPLEMENTATION, INSTALLATION SERVICES AND WIRING

- 3.1. Prior to initiating work, Contractor shall submit a detailed implementation plan to GDC, which shall include an installation schedule, for each of the Facilities. Phase one of the implementation plan shall be defined as the completion of the initial installations within 60 days. GDC requires that Contractor's phase one of the implementation plan include the completion of the initial installations to its Facilities in the following order: state prisons (including any private facilities), detention facilities, and treatment facilities.
- 3.2. GDC shall deem the start date for the 60-day period of phase one and the initial installations be the date no more than 10 business days after the date GDC approves Contractor's implementation plan following the Contract execution date. The implementation plan, as approved by GDC, including installation schedules for all Facilities, will become a part of the Contract and must be followed.
- 3.3. Phase two of the implementation plan shall be defined as replacing all public pay telephones with Contractor's ITS at the transition centers, and shall be completed within 90 days of the Contract execution date.
- 3.4. Contractor's implementation plan shall also include regionalized installations to ensure an efficient and timely installation schedule.
- 3.5. Contractor shall be allowed to include the installation at transition centers during phase one of their implementation plan; however, such installations shall not prevent Contractor to meet GDC's objectives to have phase one installations completed within 60 day as detailed above.
- 3.6. Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by GDC. Installation of the ITS shall occur between the hours of 6:00 am and 4:00 pm ET Monday through Thursday, or as specified by each Facility. Contractor shall utilize Fridays for ITS testing and/or training of GDC staff.
- 3.7. Contractor acknowledges that the ITS will be deployed in Facilities within a custodial/secured environment; therefore, certain security and operational requirements are enforced. Facility access and rules associated with working in a GDC correctional Facility are described in **Attachment E – GDC Standard Operating Procedures**.
- 3.8. Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by GDC, no equipment, inventory or spare parts shall be stored by Contractor at the Facilities.
- 3.9. Contractor shall correct any damage to GDC's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- 3.10. Contractor shall install/mount its equipment in accordance with GDC's requirements.
- 3.11. Contractor shall work with GDC to address any environmental conditions identified in a GDC Facility phone room. Contractor's implementation plan should account for any

changes that need to be made based upon its implementation site surveys. Furthermore, any phone room changes required by Contractor will be performed at Contractor's expense.

- 3.12. Contractor agrees to obtain GDC's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.
- 3.13. Contractor, at its own risk, may use existing ITS conduit, raceways, cable, wiring, switches and terminals within the Facilities. If during the term of the subsequent Contract, any existing wiring needs to be repaired or replaced, Contractor shall repair and/or replace such wiring at no cost to GDC. Exposed wiring is not permitted. The use of external conduit shall be approved by GDC with each installation.
- 3.14. Contractor is hereby advised of existing wiring concerns identified for the following Facilities:
  - Central State Prison – current wiring/cabbling is outdated and not well protected in some areas, including voice cable (GDC and ITS cabling) laying on the roof.
  - Rogers State Prison – current wiring/cabbling between the buildings includes splices placed very close to the floor, nearly on top of the conduit. The splices were made with scotch locks which are not resistant to dampness and may need replacement.
  - Whitworth Women's Detention Center – current wiring/cabbling from the main telephone room in Administration to the B unit is nearly full with several open pairs.
  - Georgia Diagnostic and Classification Prison – current wiring/cabbling for the Special Management Unit building shall be replaced due to the inmates having the capability to join the same call and communicate with one another.
- 3.15. Additional wiring issues may exist but are unknown to GDC at this time. Contractor is advised, per Section 3.13 above of the Scope of Services, that use of existing cable, wiring and etc. is at Contractor's own risk.
- 3.16. Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by the Facilities' maintenance personnel.
- 3.17. Contractor shall install, repair and maintain all Contractor-provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Contractor-provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Contractor.
- 3.18. Contractor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation.
- 3.19. Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection on all equipment used for the ITS.

#### 4. INMATE TELEPHONE EQUIPMENT

- 4.1. All telephone equipment provided shall be fully operational at the time of the completion of each phase of the implementation plan and upon installation at each of the Facilities.
- 4.2. Contractor shall install the telephones and ITS equipment and software in accordance with the manufacturer's specifications, including pedestals and enclosures as requested by GDC.
- 4.3. The telephone sets provided by Contractor shall be new mini inmate telephones, suitable for a correctional environment, stainless steel, sturdy, non-coin, and vandal and tamper resistant with recessed screws. The telephone cord length for the inmate telephones shall be 24 inches. GDC may require a different length cord at its discretion, and on an as needed basis.
- 4.4. Contractor shall provide carts, dollies or other portable mechanisms ("portable telephones"), as identified on **Attachment C – GDC Facility Specifications**, to allow ease of transporting the mini inmate telephones between multiple floors. Contractor shall accommodate special roll-around cart requests as required by GDC to address the needs of a specific GDC Facility throughout the term of the Contract.
- 4.5. Contractor shall also provide portable mini inmate telephones as requested by GDC or each of the Facilities to include flat cords for the handsets that are sturdy and tamper resistant for a correctional environment to fit through the cell door flaps and allow the cell door flaps to close. Such flat cords for the handsets shall be 36 inches in length to allow for the portable mini inmate telephone to remain outside of the cell and the handset to be passed to the inmate but still allow the cell door flaps to close.
- 4.6. Placards containing dialing instructions in both English and Spanish shall be placed on each telephone and shall be replaced each time an inmate telephone set is replaced. The telephones must not contain any exterior removable parts.
- 4.7. Contractor shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by Contractor upon GDC's request and at no cost.
- 4.8. At no cost to GDC, Contractor shall install additional telephones, monitoring and recording equipment as needed, within 30 days of request. This includes existing, newly constructed or expanded Facilities.
- 4.9. All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptible Power Supply ("UPS") back-up power. A separate power supply shall not be required. A power source will be available at the demarcation location.
- 4.10. Contractor shall provide the UPS back-up power source to ensure there is no loss of recordings or real time call data in the event of a power failure.
- 4.11. Upon completion of the initial installation and any ongoing installations, Contractor shall provide GDC with a list of telephone numbers, equipment specifications and locations of each device/unit.

## 5. TRANSITION

- 5.1. For the initial installation, Contractor shall work with GDC and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by GDC. Including working directly with the incumbent inmate telephone service provider to obtain current inmate telephone system information to populate the new inmate telephone system to ensure continuity of data.
- 5.2. Upon expiration, termination, or cancellation of the Contract, Contractor shall accept the direction of GDC to ensure inmate telephone services are smoothly transitioned. At a minimum, the following shall apply:
  - Contractor acknowledges that the Call Detail Records ("CDRs"), call recordings, GDC-specific documentation, reports, data, etc., contained in the ITS are the property of GDC. GDC acknowledges the ITS hardware and software are the property of Contractor.
  - At no cost to GDC, Contractor shall supply 1 workstation at each of the Facilities which shall become the property of GDC after expiration, cancellation or termination of the Contract to allow GDC access to all CDRs, call recordings, documentation, reports, data, etc. contained in the ITS.
  - Contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by GDC. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Contract. Revenue Share will be due and payable by Contractor to GDC per the RFP Revenue Share worksheet until collect, debit and/or pre-paid calls are no longer handled by Contractor.
- 5.3. Ownership of any wiring or conduit installed under the subsequent Contract by Contractor becomes GDC's property upon termination and/or expiration of the Contract. Contractor will also transfer ownership of all carts, pedestals, enclosures and installed cut-off switches to GDC at the end of the Contract. Contractor agrees to remove its equipment at the conclusion of the Contract in a manner that will allow the reuse of wiring/cablings associated with the ITS.

## 6. ITS AND USER APPLICATION SPECIFICATIONS

- 6.1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including collect, pre-paid, debit, local, long distance, and international calling.
- 6.2. The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, debit and/or speed dial.
- 6.3. Contractor agrees to install the quantity of telephones, pedestals, enclosures, booths, etc. required by GDC as outlined in **Attachment C – GDC Facility Specifications**. GDC reserves the right to modify **Attachment C – GDC Facility Specifications** at its discretion if a business change or need occurs. The specifications provided within the RFP may change up or down throughout the life of the awarded Contract.
- 6.4. Contractor shall provide a sufficient number of ports, channels, etc. to ensure inmates are allowed to place calls 99.9% of the time. GDC reserves the right to require Contractor to revise its configuration ratio should the configuration installed by Contractor



result in inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Contractor at no cost to GDC.

- 6.5. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All telephones installed must include volume control. Contractor shall accept GDC's reasonable decision regarding whether the reception quality is acceptable.
- 6.6. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
- 6.7. The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, and chain dialing.
- 6.8. The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized calling. Contractor assumes all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 6.9. With each call, the ITS must provide an automated message to advise the called party that:
  - Call is coming from a correctional facility
  - Call is coming from a specific inmate
  - Call may be monitored and recorded
- 6.10. With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.
- 6.11. The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. GDC requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS.
- 6.12. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated.
- 6.13. For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. GDC reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to GDC and within 30 days of the request.
- 6.14. Following the dialing sequence, Contractor will configure the ITS for one of the following options as determined by GDC:
  - Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.)
  - Place the inmate on-hold and not permit the inmate to hear the call progress.
- 6.15. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 6.16. The ITS shall be able to program a specific speed dial code to selected telephone numbers as determined by GDC and at no cost to GDC and without the assistance of Contractor.
- 6.17. The ITS shall be capable of processing and completing international collect calls, should GDC choose to implement at its sole discretion.

- 6.18. The ITS reverse look-up feature shall display the verified billing name and address for the called party.
- 6.19. The ITS shall provide an indicator if the dialed number is associated with a cellular telephone.
- 6.20. Contractor shall have the capability to allow called parties under the same cellular telephone family/shared plan to set-up a single pre-paid collect account with Contractor.
- 6.21. The ITS user application shall allow GDC to query the CDRs for inmate activities and calling patterns.
- 6.22. The ITS user application shall allow, at a minimum, the following search criteria and filters to be applied to the CDR queries:
  - Inmate Name (First, Last)
  - Inmate Personal Identification Number ("PIN")
  - Inmate ID
  - Date Range (Start Date/Time and End Date/Time);
  - Facility
  - Called Number
  - Station Name
  - Call Type
  - Bill Type
  - Duration (minimum and maximum)
  - Call Amount
  - Flagged Calls
  - Monitored Calls
  - Completion Type
  - Termination Type
  - Phone Group(s)
  - Other data fields that Contractor can provide
- 6.23. The ITS user application shall provide CDR custom search and inquiry capabilities.
- 6.24. The ITS user application shall allow CDR query results to be exported in a format selected by GDC (.csv, PDF, Microsoft Excel 2003 or greater, etc.)
- 6.25. The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs search criteria:
  - Call Statistics by Date Range
  - Frequently Called Numbers
  - Frequently Used PIN
  - Commonly Called Number
  - Call Detail Report
  - Gross Revenue Report by Date Range
  - Facility Totals and Statistics
  - Called Party/Number Accepting Report
  - Fraud/Velocity Report
  - Total Calls
  - Calling List (PAN) Report
  - Common PAN Numbers
  - Debit Usage Report
  - Debit Balance and Funding Report
  - Bill and Call Type Distribution
  - Phone Usage
  - Reverse Look-Up

- User Audit Trail
  - Voice Verification
- 6.26. Contractor's ITS user application shall allow GDC to export the reports in a format selected by GDC (.csv, PDF, Microsoft Excel 2003 or greater, etc.). The ITS shall have the capability to customize reports in a form mutually agreed upon by GDC and Contractor.
- 6.27. The ITS shall have the capability to customize reports in a format mutually agreed upon by GDC and Contractor.
- 6.28. Contractor's ITS user application shall at a minimum allow:
- Creation, modification and deactivation of user accounts
  - Creation, modification and deactivation of inmate accounts
  - Creation and modification of telephone numbers in the ITS including free telephone numbers without the assistance of Contractor
  - Assignment of inmates or an inmate type to an inmate telephone or a group of inmate telephones
  - Locating and accessing a specific recording by utilizing a unique recording/call identifier
  - Block/unblock telephone numbers without the assistance of Contractor
  - Configure an alert that will detect a call made to a restricted number, a call using a restricted PIN, or a call made from a restricted telephone
  - Capability to generate user activity logs
- 6.29. Contractor shall provide GDC with the capability to search and query end-user pre-paid account information for investigative purposes to the extent Contractor is legally allowed to provide certain information. GDC shall also be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.
- 6.30. Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, port, channel, network, etc. Contractor shall perform remote diagnostics at least once a day. Contractor's troubleshooting processes shall include failure reports, alarms, service history and other steps taken.
- 6.31. The ITS must offer the called party an option to receive a rate quote during the call acceptance process.
- 6.32. Contractor shall be able to establish an informant line at no cost to GDC. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by GDC. Contractor shall accept GDC's direction for how the informant line is configured through the ITS.

## **7. PERSONAL IDENTIFICATION NUMBER APPLICATION**

- 7.1. The PIN application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
- Capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN

- Capability to interface with the Facility's Jail Management System ("JMS"). Contractor shall work with GDC's Office of Information and Technology ("OIT") to develop all required interfaces at no cost to GDC
  - Capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
    - JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID.
    - The combination of the inmate ID and the additional unique identifier shall be the PIN.
    - JMS generates and sends to the ITS an inmate ID along with additional inmate data.
    - The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN.
    - JMS generates and sends to the ITS inmate IDs. The ITS will add a leading zero to the inmate ID and it will be the PIN.
    - JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN.
    - ITS, without an interface with the JMS, auto-generates the complete PIN.
    - ITS accepts a manually entered PIN.
- 7.2. ITS shall accommodate GDC's current PIN configuration. GDC currently utilizes a 10-digit PIN comprised of a 9-digit inmate ID and a leading zero.
- 7.3. The ITS shall be capable of accepting a bulk data import of existing PIN, Personal Allowed Number ("PAN") and other ITS database information from the incumbent Contractor.
- 7.4. Once a PIN has been activated in the ITS, the ITS shall have the capability to allow calls to be placed from the inmate telephones at all of the GDC Facilities or a designated Facility or group of inmate telephones located at a Facility.
- 7.5. The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
- 7.6. The ITS shall have the capability to store a list of PANs associated with each PIN.
- 7.7. PANs shall allow a set quantity of approved telephone numbers for each PIN.
- 7.8. The quantity of approved telephone numbers within a PAN shall be configurable. GDC currently allows 20 approved telephone numbers on an inmate's PAN list which may be updated every 6 months.
- 7.9. ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.

## **8. MONITORING AND RECORDING REQUIREMENTS**

- 8.1. The ITS shall be capable of monitoring and recording all inmate calls from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client privilege. The ITS shall be able to exclude restricted or privileged calls and clearly designate non-recorded calls within the ITS user application.
- 8.2. The ITS shall allow designated users at the Facilities to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user application.

- 8.3. The ITS shall be capable of recording calls in a manner allowing designated users to isolate the inmate or the called party side of the recording for playback.
- 8.4. The ITS shall provide simultaneous playback and continuous recording of calls.
- 8.5. Live monitoring shall allow GDC to view, at a minimum, the following information in chronological order.
  - Call Start Time
  - Facility
  - Phone Location Name
  - Inmate Name
  - Inmate PIN
  - Called Number
  - Called City, State
  - Call Type
  - Bill Type
  - Call Status
  - Duration
  - Voice Verification
- 8.6. The ITS shall be capable of providing user activity logs and limiting user access based upon a user listing with approval by GDC.
- 8.7. All CDRs, including all attempted and completed calls, and call recordings shall be stored online for a minimum period of 2 years and stored offline for a minimum period of 2 years following the expiration of the subsequent Contract.
- 8.8. Contractor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to GDC throughout the life of the Contract and any renewal terms.
- 8.9. Contractor shall provide GDC with 1 workstation at each of the Facilities, working real-time with the ITS, for such monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent).
- 8.10. In addition to Contractor-provided workstations, and at the request of GDC, Contractor shall provide remote access to the ITS at no cost to GDC to unlimited users. The provision of remote access shall allow GDC the same features and functionalities, permitted by the user's level of access, available on a Contractor-provided workstation.
- 8.11. Contractor shall provide a mechanism and/or router, at no cost to GDC, so each Contractor-provided workstation or remote access computer can connect to the ITS to perform daily activities such as debit entries, monitor live calls, listen to recorded calls, etc. without leaving the Facilities Local Area Network ("LAN") or without residing on GDC's network. Contractor shall adhere to the following Georgia Technology Authority policy and standards applicable to securing network connectivity :
  - PS-08-030.01 Network Security – Information Flow
  - SS-08-047.01 Network Security – Boundary Protection
  - SS-08-048.01 Network Access and Session Controls
  - SS-08-049.01 Web and E-Commerce Security (Standard)
  - SS-08-026.01 Change Control Standard
- 8.12. For the term of the subsequent Contract, GDC shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.

- 8.13. The ITS shall be capable of providing alerts for certain calling events and keywords and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination.
- 8.14. Contractor shall have the capability of requiring a PIN for accessing a live call.
- 8.15. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
- 8.16. The ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
- 8.17. Contractor shall provide Contractor's personnel to testify in court relative to the tamper-free capabilities of the ITS exporting/copying call recordings and related reports, at no cost to GDC.

## 9. DEBIT APPLICATION

- 9.1. The debit application shall allow for pre-payment to a specific inmate's account.
- 9.2. The debit application shall allow international calls.
- 9.3. The ITS shall provide the inmate with the balance of the debit account at the time of the call.
- 9.4. The ITS shall be capable of interfacing with the current commissary provider for ease of transferring money from the inmate's trust fund/commissary account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate's release. Contractor must work with GDC's Office of Information and Technology (OIT) to develop all required interfaces at no cost to GDC.
- 9.5. The ITS shall have the capability of limiting the total debit purchases to \$100.00 per inmate per week.
- 9.6. Contractor shall supply, at GDC's request, signage, brochures, flyers regarding the ITS and/or Contractor's debit programs at no cost to GDC.

## 10. ADA COMPLIANCE

- 10.1. The ITS shall comply with the Americans with Disabilities Act ("ADA") requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf ("TDD").
- 10.2. Contractor shall provide at a minimum 1 TDD telephone identified in **Attachment C – GDC Facility Specifications**. GDC reserves the right to modify the specifications found in the above mentioned attachment at its discretion if a business change or need occurs. The specifications provided within the RFP may change up or down throughout the life of the awarded Contract.
- 10.3. Contractor's proposed TDD telephone shall have the capability to work on any inmate telephone within the Facilities.

## 11. SECURITY FEATURES

- 11.1. The ITS shall prohibit:
  - Direct-dialed calls of any type
  - Access to a live operator for any type of calls
  - Access to "411" information services

- Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services
  - Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 11.2. The ITS shall prevent call collision or conference calling among telephone stations.
- 11.3. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). GDC must be able to shut down the ITS via a workstation, the ITS user application and at several locations including, but not limited to the locations listed below. Cutoff switches will be required in the master phone room at each Facility.
- At demarcation location
  - Central control
  - By select housing units
- 11.4. The ITS shall not accept any incoming calls. Contractor shall work with the Local Exchange Carriers (LECs) to ensure such control.
- 11.5. Contractor shall display its customer service telephone number on the called party's caller ID each time a call from each of the Facilities is placed.
- 11.6. Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified, the parties have been silent, etc.
- 11.7. The ITS, upon detection of all three-way calls, forwarded calls, conference calls, etc. shall be able to flag the call immediately. If so required by GDC, the ITS shall have the capability to also terminate the detected three-way call.
- 11.8. The ITS shall allow the called party to block their telephone number during the call acceptance process.
- 11.9. As specified by GDC, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
- 11.10. The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit is 15 minutes for all calls and telephone availability for each of the Facilities is specified in **Attachment C – GDC Facility Specifications**. GDC reserves the right to modify the specifications found in the above mentioned attachment at its discretion if a business change or need occurs. The specifications provided within the RFP may change up or down throughout the life of the awarded Contract.

## 12. VOICE BIOMETRICS

- 12.1. GDC requires Contractor's ITS to include voice biometric technology. Such voice biometric technology shall include initial voice verification only.
- 12.2. Voice biometrics must be an integrated part of the ITS and must include analytical tools and reporting.
- 12.3. GDC will not be a "beta test site" for unproven technology.

### **13. PRISON RAPE ELIMINATION ACT**

- 13.1. Contractor agrees to assist GDC in complying with standards articulated under 28 C.F.R. 115, entitled the Prison Rape Elimination Act (PREA) of 2003, by submitting to a background check and agreeing not to sexually abuse or harass any inmates/offenders.
- 13.2. Contractor agrees to undergo training, as GDC sees fit, regarding the GDC's zero-tolerance policy for sexual abuse and sexual harassment and Contractor agrees to document that Contractor understands such training.
- 13.3. Contractor agrees to inform GDC of any knowledge, suspicion, or information regarding the occurrence of sexual abuse or harassment in any Facility in which the Contractor is present.
- 13.4. Contractor agrees to keep all information about sexual abuse or sexual harassment, other than such information as is required to report the incident, completely confidential.
- 13.5. Contractor shall implement a reporting line which complies with the PREA and all subsequently issued PREA mandates.
- 13.6. Contractor shall route free calls via the ITS to a destination provided and designated by GDC which may or may not be the same as that used for the GDC informant line.
- 13.7. At no cost to GDC, provide a telephone line to GDC dedicated for PREA calls to which the calls will be routed as free.
- 13.8. Contractor shall provide the capability to allow these calls to be placed anonymously by the inmates.

### **14. ITS UPGRADES AND PERFORMANCE PROCESS**

- 14.1. Contractor shall provide GDC with written notice, including detailed information, of any new ITS software upgrades or features, within 30 days of the introduction of the new software or features into the industry.
- 14.2. Contractor shall adhere to the following performance process identified herein when upgrading the ITS, software, equipment, or performing any changes to the ITS at the Facilities.
- 14.3. Contractor shall perform extensive testing on all system changes or upgrades prior to introducing them to GDC. At a minimum, this shall include the following:
  - Extensive testing on a system identical to the ITS at the Facilities
  - Circuit testing
  - Configuration/setting preservation testing
  - Interface testing
  - Call processing
  - International calling
  - Debit calling
- 14.4. Contractor shall receive written permission from GDC, before scheduling or proceeding with any functionality changes to the ITS at the Facilities, especially if the changes will cause an interruption in service.
- 14.5. Contractor shall provide GDC with written details regarding any change to voice prompts or dialing procedures.
- 14.6. Contractor shall provide sufficient notice (a minimum of four (4) weeks) to GDC regarding any ITS changes that affect the inmates.
- 14.7. Contractor shall work with the Facilities to schedule changes and/or upgrades during a time when the telephones are not being used regularly by the inmates. Contractor shall



coordinate a convenient time and day with GDC to implement the changes or upgrades to the ITS to avoid an interruption in service.

- 14.8. Contractor shall coordinate the presence of an on-site administrator or technician at the Facilities on the day of implementation to place test calls and ensure the ITS is functioning properly, as well as provide training for all Facility staff as deemed necessary by GDC.
- 14.9. Contractor acknowledges that all such changes related to ITS upgrades and performance processes as identified in Section 14 of the Scope of Services shall be made by Contractor at no cost to GDC.

## **15. VOICEMAIL MESSAGING**

- 15.1. The ITS shall provide, at no cost to GDC, voicemail messaging to inmates via the ITS to allow for Facility staff and/or Contractor the capability to respond to inmate telephone issue requests.
- 15.2. The ITS shall provide, at no cost to GDC, voicemail messaging. The voicemail messaging shall be a password protected, one-way communication feature allowing end-users to leave a secure voicemail message for inmates. Each voicemail message shall have a maximum duration of 30 seconds and shall be recorded, stored and accessible via the ITS.
- 15.3. The ITS shall have the capability to only allow end-users whose telephone numbers are on an inmate's PAN list to leave a voicemail message for an inmate. If an end-user's telephone number is not on an inmate's PAN list, the end-user shall be prohibited from leaving a voicemail message for an inmate.
- 15.4. The voicemail messages shall only be accessible by GDC and the inmates via the ITS. To record a voicemail message, end-users shall contact Contractor to create a pre-paid account if one does not already exist. End-users shall utilize the pre-paid collect account for both end-user voicemail messaging and receiving pre-paid collect calls.
- 15.5. End-users will be supplied a toll free number and shall be capable of leaving a voicemail message for the inmate based on the inmate's name and inmate ID.
- 15.6. The ITS shall have the capability of notifying the inmate of the voicemail message and allowing the inmate to retrieve the voicemail message by inputting the inmate's PIN.
- 15.7. The transaction fee charged to the end-user for each voicemail message shall be deducted from the pre-paid collect account.
- 15.8. Upon a mutually executed written amendment to the Contract, GDC may cancel voicemail messaging any time during the term of the Contract without penalty.
- 15.9. Voicemail messaging payments and transaction reports due to GDC or its Designated Agent shall be made by Contractor no later than the 20<sup>th</sup> day of the month following the month of activity. Revenue Share payments shall be sent via wire transfer and transaction detail reports shall be sent electronically in an exploitable format to GDC or its Designated Agent.
- 15.10. Contractor shall provide monthly transaction detail reports which shall include a detailed breakdown of the voicemail messages activity, including but not limited to, voice messages:
  - Facility Name
  - Facility Identification Number
  - Revenue Reporting Period Dates

- Gross Revenue
  - Revenue Share Percentage Rate
  - Total Commission Amount
  - Total Number of Voicemail Messages
- 15.11. The voicemail message records shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost.
- 15.12. Revenue Share and reporting discrepancies must be resolved by Contractor, and to GDC's reasonable satisfaction, within 30 days of receipt of notification of a discrepancy from GDC and/or its Designated Agent or such discrepancy is subject to late charges, as described in **Attachment N – GDC Contract, Section 2** of this RFP and/or termination of the Contract at the sole discretion of GDC, and/or any legal course of action GDC elects to pursue.

## 16. FULL-TIME ON-SITE ADMINISTRATORS

- 16.1. At no cost to GDC and with the initial installation, Contractor shall provide GDC with a minimum of 4 full-time on-site administrators at the Facilities identified below.
- Arrendale State Prison
  - Coastal State Prison
  - Georgia Diagnostic and Classification State Prison
  - GDC Facility to be identified by GDC during ITS implementation

Contractor acknowledges that the locations of the on-site administrators may need to change throughout the term of the Contract. GDC will use its best efforts to provide sufficient notice to Contractor of a change and will work collaboratively with the Contractor regarding the effective date of the change.

- 16.2. Contractor is responsible for ensuring the on-site administrator is on-site from 8:00am - 4:30pm (ET), Monday – Friday, totaling 40 hours a week and has a fully configured workstation, email account and access to Microsoft Office (or equivalent).
- 16.3. The on-site administrator shall perform, at a minimum, the duties and responsibilities listed below:
- Maintain all databases associated with the ITS;
  - Enter all PINs, PANs, blocked numbers and any other new inmate calling information in the ITS;
  - Update all inmate PAN lists according to the schedule set forth by GDC and within 5 days of the submitted requests;
  - Research and respond to inmate requests within 5 days of the submitted requests;
  - Receive and resolve all administrative requests, comments and questions;
  - Upon GDC's request, provide the necessary documentation and assistance for investigations;
  - Upon GDC's request, provide monthly activity and maintenance reports for all calls, including but not limited to, collect, pre-paid and/or debit calls;
  - Provide a weekly report, which at a minimum shall include a list of all requests, service tickets and issues and the status of each; and
  - Any additional ITS related activities specified by GDC.
- 16.4. In addition to the 4 full-time on-site administrators required herein, Contractor shall also provide remote/off-site administrator assistance for GDC to complete the responsibilities

identified herein (i.e. PINs, PAN entries/updates, etc.) for all Facilities listed on **Attachment C – GDC Facility Specifications** of this RFP, throughout the term of the Contract and any extension(s).

## **17. CUSTOMER SERVICE**

- 17.1. Contractor shall have established, uniform customer care policies and procedures for handling called party/customer service matters.
- 17.2. Contractor shall provide and keep current, throughout the initial term and all renewals of the Contract, the names, years of service, qualifications, addresses and telephone number(s) for the Contractor's main point(s) of contact for the Facilities.
- 17.3. The addresses and telephone numbers for each of Contractor's communication methods shall be published on all billings, customer solicitations, Contractor's customer facing website, and customer correspondence.

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17.4. Contractor shall provide issue/support resolution according to the severity definitions and response time requirements as detailed below:

**Severity Levels and Issue Resolution Response Requirements**

Contractor shall respond to all Repair Requests within 2 hours of the submitted Repair Request acknowledging receipt and to notify GDC that Contractor has begun to identify the issue and is working toward resolution. If Contractor is unable to resolve the Repair Request remotely, Contractor shall have a qualified technician on-site within 4 hours of the time the initial Repair Request was submitted.

A Repair Request shall include, but not limited to, service requests, non-working or damaged equipment, software and user application issues, interfaces, telephone outages, ITS failures, etc.

GDC shall indicate the Severity Level of the Repair Request when submitting all Repair Requests to Contractor. Contractor shall notify GDC of the progress and/or delays until the Repair Requests are resolved to GDC's satisfaction. Contractor shall notify GDC any time a technician will be dispatched to the Facilities and prior to the technician's arrival.

Severity Level	Description	Initial Response Time	Onsite Response Time	Resolution Time
Level 1	GDC reports a Repair Request identifying a critical system issue and/or affecting greater than 50% of the inmate telephones. Including but not limited to, software and user application, interfaces, inmate telephones that are having problems completing telephones calls, or telephone outages at one or more Facilities.	1 Hour	4 Hours	12 Hours
Level 2	GDC reports a Repair Request identifying a major issue or affecting greater than 25% but less than 50% of the inmate telephones. Including but not limited to, software and user application, interfaces, inmate telephones that are having problems completing telephones calls, or telephone outages at one or more Facilities.	2 Hours	4 Hours	24 Hours
Level 3	GDC reports a Repair Request identifying a controllable system issue and/or affecting greater than 5% but less than 25% of the inmate telephones. Including but not limited to, software and user application, interfaces, inmate telephones that are having problems completing telephones calls or telephone outages at one or more Facilities.	2 Hours	4 Hours	36 Hours

Level 4	GDC reports a Repair Request identifying a non-critical system issue and/or affecting 5% or less of the inmate telephones. Including but not limited to, software and user application, interfaces, inmate telephones that are having problems completing telephones calls or minimal telephone outages at a single Facility.	2 Hours	4 Hours or as mutually agreed upon by GDC	48 Hours or as mutually agreed upon by GDC
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- 17.5. Contractor shall provide GDC a Trouble Ticket System for the purposes of submitting and tracking all Repair Requests.
- 17.6. Contractor's Trouble Ticket System services shall include the capability to allow GDC to create, view, and track status of all service tickets associated with the ITS or Facilities.
- 17.7. Contractor's Trouble Ticket System shall have real-time access to all of the information in the system via a private web portal.
- 17.8. Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge shall be made to GDC for maintenance of the ITS.
- 17.9. Contractor shall respond to all repair requests from GDC by arriving at the Facility promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis.
- 17.10. Repairs or replacement of non-working or damaged equipment or software shall be started by a qualified technician, as identified above in Section 17.4 of the Scope of Services following notification of a service request or ITS failure. Contractor must exhibit to GDC a best effort approach to the completion of the repairs or replacement during the first 24 hours following notification of a problem. GDC shall be notified of progress and/or delays in progress until the problems are resolved. Contractor shall notify GDC any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
- 17.11. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Contractor will assume liability for any and all such damages.
- 17.12. All operation, maintenance and repair issues regarding the ITS service shall be reported by Contractor to GDC or its Designated Agent promptly.

## 18. TRAINING

- 18.1. Contractor shall provide training to all of GDC's existing and new staff at no cost to GDC.
- 18.2. Contractor's training shall include, but not limited to, the following:
  - Contractor shall conduct training sessions via the internet/web.
  - Initial user training shall be completed the week prior to the ITS going live.
  - Contractor shall provide on-site training to GDC's staff within 24 hours of the ITS going live.
  - All participating GDC staff and Contractor trainers must complete and sign a training acknowledgement form. The training acknowledgement form will be provided by GDC.
- 18.3. Contractor shall provide training manuals to GDC's staff at all training meetings and will become the property of GDC.

- 18.4. Contractor shall also provide full documentation for all of the ITS features and functionalities.
- 18.5. As requested by GDC, Contractor shall provide informational pamphlets to inmates describing applicable features and functionalities of the ITS.

## 19. REVENUE SHARE

- 19.1. Contractor shall provide GDC with a Revenue Share on all Gross Revenue generated by and through the proposed ITS on **Attachment L – Revenue Share Proposal**. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of service pursuant to this RFP and Contract. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International Calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Contractor.
- 19.2. Contractor shall provide GDC with a Revenue Share on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, Local Exchange Customer ("LEC") adjustments or any other Contractor expense.
- 19.3. Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by GDC prior to implementation. GDC and Contractor shall mutually agree on the method for compensation associated with the additional charges/fees due to GDC.
- 19.4. GDC shall notify Contractor of any unapproved additional fees and/or charges of which GDC becomes aware of and shall provide Contractor with an invoice for the total fine due, for which Contractor shall remit payment to GDC within 30 days.
- 19.5. Should GDC and Contractor mutually agree that the charges/fees will remain, GDC and Contractor shall mutually agree on a method for compensation.
- 19.6. Should GDC and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
- 19.7. Notwithstanding the foregoing, Gross Revenue does not include:
  - Pre-Paid Collect Fee. A pre-paid collect fee is defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with Contractor to accept calls, directly with Contractor or through a third party/sub-contractor performing the service. All pre-paid collect fees must be approved by GDC. Contractor shall adhere to the amount approved by GDC in Attachment D – Calling Rates, Fees and Monthly Statistics of this RFP.
  - Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.

- A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by GDC shall not generate revenue or compensation for Contractor and shall not be commissionable to GDC. Only those numbers designated by GDC on the free call list shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and in the Revenue Share to GDC. GDC reserves the right to enter a free number in the ITS as deemed appropriate by GDC and without the assistance of Contractor. Unauthorized free calls completed by Contractor shall be deemed part of Gross Revenue and included in the Revenue Share to GDC.
  - Complimentary calls associated with Contractor's pre-paid collect program are not included in the Revenue Share. Contractor shall provide no more than one (1) commentary call with a one (1) minute duration to a unique telephone number every 30 days.
- 19.8. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS accepts a tone from an answering machine, voicemail, etc. as acceptance). The call shall be deemed complete and included in the Revenue Share regardless if Contractor can bill or collect revenue on the call.
  - 19.9. Contractor shall ensure positive acceptance is implemented for all calls placed from the inmate telephones at the Facilities unless otherwise directed by GDC.
  - 19.10. Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided.
  - 19.11. Contractor may, upon request from GDC, utilize the on-site commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. Contractor is solely responsible for remitting taxes to the appropriate taxing authority. Contractor's agreement with the commissary provider must address the requirements set forth in this section.
  - 19.12. It is expressly understood that GDC is not responsible in any way, manner or form for any of Contractor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to Contractor's services.
  - 19.13. Revenue Share for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call usage and is payable under Section 22 - Payment and Reporting of the Scope of Services.
  - 19.14. On the 5<sup>th</sup> day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchases report to GDC for the full amount of the debit purchases for the prior traffic month. Contractor will be responsible for refunding any unused debit funds to inmates when the inmate requests refund upon their release from a GDC Facility.

## 20. RATE REQUIREMENTS

- 20.1. Contractor agrees to provide the required calling rates specified in **Attachment L – Revenue Share Proposal** of this RFP and must be in compliance with Georgia laws and applicable regulations.
- 20.2. Before any new calling rate increases or decreases are implemented, Contractor must submit a written request to receive approval from GDC. GDC will respond in writing to Contractor's request.
- 20.3. If Contractor decreases the calling rates without the written approval of GDC, Contractor shall be responsible for the Revenue Share on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.
- 20.4. If Contractor increases the calling rates without the express written approval of GDC, Contractor shall be responsible for the Revenue Share on the Gross Revenue calculated by applying the increased rates. Contractor must also issue refunds to all overcharged called parties or inmates within 5 business days; a list of the issued credits must be provided to GDC as documentation. GDC will not issue a refund of the Revenue Share paid to Contractor for unapproved rate increases. If Contractor is unable to issue refunds and/or provide the required documentation, Contractor shall issue a payment to GDC as concession. The payment amount shall be in the amount of Contractor's portion of the Gross Revenue generated from the overbilled calls.
- 20.5. Contractor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is positively accepted and the time the call is terminated by the ITS. For calls where the duration is at least 10 seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied.
- 20.6. During the call rating process, Contractor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices.
- 20.7. For call rating purposes, mileage calculations shall be completed using airline distance between serving wire centers associated with the originating and terminating points of a call ("Mileage Rounding"). The servicing wire centers shall be determined by the area codes and exchanges of the origination and destination points. The formula for calculating airline distance is as follows; "V" and "H" coordinates shall be obtained for the wire centers serving Contractor and the destination point.

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

- 20.8. Should the number resulting from the formula be a fraction, Contractor shall round the fraction value to the next higher whole number.

## 21. VALIDATION AND BILLING ARRANGEMENTS

- 21.1. Contractor shall perform real-time validation.



- 21.2. GDC's Collect Call Threshold shall be a monthly minimum of \$75.00 per unique telephone number.
- 21.3. Contractor shall provide a way for called parties to obtain information regarding their pre-paid collect account status, current balance and all account activity.
- 21.4. The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
- 21.5. Contractor shall subscribe to the LEC Line Information Data Base ("LIDB"). Contractor shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening ("BNS"). Contractor must assume all responsibility for the cost and accuracy of validation.
- 21.6. Contractor will be responsible for correctly billing all collect calls and collecting all required taxes.
- 21.7. Contractor shall validate all pre-paid collect accounts set up for telephone numbers associated with cell phones.
- 21.8. Contractor shall comply with the required minimum amount (as identified in **Attachment L – Revenue Share Proposal**) for a called party to open/fund a pre-paid collect account.
- 21.9. Contractor shall not charge any additional fees to pre-paid collect account holders other than a pre-paid collect transaction fee approved by GDC and identified in Attachment L – Revenue Share in this RFP.
- 21.10. GDC requires that Contractor issue refunds to called parties for any pre-paid collect funds remaining in any pre-paid collect account upon the called party's request whether the account is active or inactive. Should a pre-paid collect account be deactivated by Contractor and the called party requests to re-activate the account and receive calls from the Facilities, the funds shall be made available to the called party by Contractor. No fees shall be charged to the called party for refunds or reactivation of funds associated with a pre-paid collect account. Contractor shall not retain any monies not refunded in the manner specified and shall treat such monies in accordance with the Georgia's unclaimed property laws (Official Code of Georgia Annotated Sections 44-12-190 through 44-12-235).
- 21.11. Contractor's minimum amount required on a pre-paid collect account to attempt a call shall not be greater than the cost for a 1 minute call.
- 21.12. For the purpose of aiding in investigations, Contractor must retain information pertaining to a called party's pre-paid collect, direct bill, and similar accounts for a period of 2 years after the expiration/termination of the Contract. The information shall include, but not be limited to, the called party's billing name, address and telephone number.
- 21.13. The pre-paid collect application shall allow international calls.
- 21.14. Contractor shall provide a direct bill payment option. Successful Contractor shall allow for the migration of all current direct bill customers with the incumbent Contractor to ensure they are able to maintain a direct bill account with the new Contract without interruption.

## **22. PAYMENT AND REPORTING**

- 22.1. Contractor shall provide monthly Revenue Share payments and traffic detail reports to GDC, or its Designated Agent, on or before the 20th day of the month following the traffic month.
- 22.2. GDC requires Revenue Share payments be sent via wire transfer.

- 22.3. Revenue Share payment discrepancies must be resolved by Contractor, and to GDC's reasonable satisfaction, within 30 days of receipt of discrepancy notification from GDC or its Designated Agent. If not resolved satisfactorily, the Contract may be terminated at the sole discretion of GDC. GDC further retains the right to pursue any other legal remedies it deems necessary.
- 22.4. GDC requires the traffic detail reports be sent electronically in an exploitable format.
- 22.5. Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to, all collect, pre-paid and debit calls down to the inmate level and for each inmate telephone at the Facilities.
- 22.6. Contractor shall provide a traffic detail report of all calls, minutes, and revenue broken down by bill type (i.e. collect, pre-paid collect, direct billed, debit, etc.). The traffic detail report shall contain the following fields by call type:
- Customer/Facility Report Header Information:
    - Facility Name
    - Facility Identification Number/Site Identification Number
    - Facility Address (Street, City, State and Zip)
    - Automatic Number Identifier, if applicable
    - Inmate Telephone Station Identifier
    - Inmate Telephone Location Name
    - Revenue Share Rate
    - Traffic Period and Dates
  - Local Calls Breakdown Per Inmate Telephone Station
    - Total Local Calls
    - Total Local Minutes
    - Total Local Gross Revenue
  - Intralata/Intrastate Calls Breakdown Per Inmate Telephone Station
    - Total Intralata/Intrastate Calls
    - Total Intralata/Intrastate Minutes
    - Total Intralata/Intrastate Gross Revenue
  - Intralata/Interstate Calls Breakdown Per Inmate Telephone Station
    - Total Intralata/Interstate Calls
    - Total Intralata/Interstate Minutes
    - Total Intralata/Interstate Gross Revenue
  - Interlata/Intrastate Calls Breakdown Per Inmate Telephone Station
    - Total Interlata/Intrastate Calls
    - Total Interlata/Intrastate Minutes
    - Total Interlata/Intrastate Gross Revenue
  - Interlata/Interstate Calls Breakdown Per Inmate Telephone Station:
    - Total Interlata/Intrastate Calls
    - Total Interlata/Intrastate Minutes
    - Total Interlata/Intrastate Gross Revenue
  - International Calls Breakdown Per Inmate Telephone Station
    - Total International Calls
    - Total International Minutes
    - Total International Gross Revenue
  - Total Calls Breakdown Per Inmate Telephone Station
    - Total Calls

- Total Minutes
  - Total Gross Revenue
  - Total Revenue Share Amount
- 22.7. Contractor shall provide all reports in the format GDC requests and/or approves.
- 22.8. Contractor shall meet with GDC and/or its Designated Agent prior to finalizing the report fields and format.
- 22.9. Contractor shall provide raw platform CDRs to GDC or its Designated Agent on a daily, weekly or monthly basis. If Contract provides the CDRs on a monthly basis, GDC or its Designated Agent shall receive the CDRs no later than the 20<sup>th</sup> day of the month following the month of traffic. Contractor shall provide the CDRs in a comma delimited file format.
- 22.10. The system CDRs shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost.
- 22.11. The raw CDRs shall contain all calls (both attempted and completed) which originate from the GDC Facilities for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released.
- 22.12. When requested, Contractor's CDRs shall be accompanied with a complete file map and complete file legend.
- 22.13. At a minimum, the raw CDRs shall include the following fields:
- Facility Name
  - Facility ID
  - From ANI
  - To ANI
  - Station ID
  - Phone Name or Location
  - Inmate First and Last Name
  - Inmate ID
  - PIN
  - Pre-Paid Card ID
  - Revenue Period
  - Call Start (yymmdd; mmss)
  - Call End (yymmdd; mmss)
  - Duration in Seconds
  - Call Type (e.g. local, etc.)
  - Bill Type (e.g. free, collect, etc.)
  - Cost
  - Tax
  - Completion Indicator
- 22.14. Contractor shall provide monthly billing files to GDC or its Designated Agent no later than the 20th day of the month following the month of traffic
- 22.15. The billing files, in EMI format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party.

- 22.16. When requested, Contractor's billing files shall be accompanied by a complete file map and complete field legend.
- 22.17. The billing files shall include, without limitation, the following fields:
- Record ID
  - Facility Name
  - Facility ID
  - From ANI
  - To ANI
  - Seconds
  - Date (yymmdd)
  - Connect Time (hhmmss)
  - Billable Time (mmmmss)
  - PIN Digits
  - Originating City
  - Originating State
  - Bill City
  - Bill State
  - Bill Number
  - Settlement Code
  - Charge Amount
  - Rate Period
- 22.18. Contractor shall provide monthly Miscellaneous Charges/Fees reports billing files to GDC or its Designated Agent no later than the 20th day of the month following the month of traffic.
- 22.19. The Miscellaneous Charges/Fees Report shall contain, without limitation, the following information for all fees applied to any and all calls from the Facilities:
- Facility ID
  - Date
  - From ANI / inmate telephone station
  - To ANI
  - Billed ANI
  - Call Type
  - Bill Type
  - Fee Type
  - Fee Amount

## **23. RECONCILIATION**

- 23.1. GDC, or its Designated Agent, shall have the right from the Effective Date of the subsequent Contract and for a period of 1 year after the termination of the Contract, upon 10 business day's written notice, to examine and/or reconcile Contractor's information (records, data, compensation records) pertaining to the requirements set forth in the Scope of Services and the subsequent Contract
- 23.2. GDC requires Contractor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which revenue share is determined. The records shall include all CDRs, EMI billing files, voicemail messaging,

pre-paid card sales and associated invoices, debit usage reports and associated invoices and Revenue Share reports during the term of the Contract.

- 23.3. GDC reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of GDC's sole choice.
- 23.4. Failure by Contractor to comply with this full reconciliation rights provision will be grounds for termination of the Contract at GDC's sole discretion.
- 23.5. All records related to the requirements set forth in the Scope of Services shall be stored and accessible through the term of the Contract, including any renewal term(s). All records shall be stored online for a minimum period of 2 years and stored offline for a minimum period of 2 years following the expiration of the subsequent Contract.

**Attachment 3  
GDC RFP Documents**

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<b>Solicitation Title</b>	<b>Solicitation Number</b>
<b>Inmate Telephone Service</b>	<b>47600-GDC0000669</b>

The following solicitation documents are incorporated as Attachment 3 of the Contract:

- Attachment A - State Entity eRFP
- Attachment C - GDC Facility Specifications
- Attachment D - Monthly Calling Statistics and Current Calling Rates
- Attachment E - GDC Standard Operating Procedures and PREA Acknowledgement Form
- Attachment I - Mandatory Response Worksheet
- Attachment J - Mandatory Scored Response Document
- Attachment K - Additional Scored Response Document
- Attachment L - Revenue Share Proposal
- Attachment M - Reference Form
- Attachment P - Surety Bond Template
- Attachment R - 12 Months Calling Statistics (May 2014 – April 2015)
- RFP Addendum #01
- Questions and Answers Document Round 1
- Questions and Answers Document Round 2

**Attachment 4  
Contractor's Response Documents**

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<b>Solicitation Title</b>	<b>Solicitation Number</b>
<b>Inmate Telephone Service</b>	<b>47600-GDC0000669</b>

The following solicitation documents are incorporated as Attachment 4 of the Contract:

- Securus Mandatory Response Worksheet
- Securus M12 Response – Company Description
- Securus M13 Response – Financial Report
- Securus M14 Response – Litigation Summary
- Securus M15 Response – Contract Penalties
- Securus M16 Response – State of Georgia Tariffs
- Securus Mandatory Scored Response Document
- Securus Reference Check Submittal
- Securus Additional Scored Response
- Securus Supporting Appendices
- Securus Revenue Share Proposal
- GDC's Request for Clarification and Securus's Response
- Securus Response to Revenue Share Best and Final Offer (BAFO)