

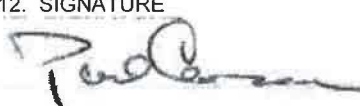
## SOLICITATION, OFFER AND AWARD

1. CONTRACT NO. 696-IT-19-25-C021	2. SOLICITATION NO. 696-IT-18-P014	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFO) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED September 1, 2018
--------------------------------------	---------------------------------------	---	-------------------------------------



### SOLICITATION

5. Sealed offers will be received by the Department until <b>1:00 p.m. local time on May 29, 2018</b> , and submitted to:  Texas Department of Criminal Justice Contracts and Procurement Department Information Technology, Construction and Utilities Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340 <b>Attention: 696-IT-18-P014</b>	6. <b>FOR INFORMATION CONTACT:</b>  Terri Bennett, CTPM, CTCM Contract Specialist  PHONE: (936) 437-7158 FAX: (325) 223-0310 E-MAIL: terri.bennett@tdcj.texas.gov
---	--

### OFFER (Must be fully completed by Proposer)

7. Reserved:→				
8. ACKNOWLEDGMENT OF AMENDMENTS: <i>The Proposer acknowledges receipt of amendments to the SOLICITATION for Proposers and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	Amendment No. 1	April 18, 2018	Amendment No.4	May 9, 2018
	Amendment No. 2	April 24, 2018	Amendment No. 5	May 11, 2018
	Amendment No. 3	May 3, 2018		
9. NAME AND ADDRESS OF PROPOSER:→  CenturyLink Public Communications, Inc. 100 N Mo Pac Expy, Suite 100 Austin, TX 78759	10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER ( <i>Type or Print</i> ) Paul Cooper VP/GM			
11. TELEPHONE NO. ( <i>Include area code</i> )  (913) 353-7388	12. SIGNATURE  	13. OFFER DATE  5/24/2018		

### TO BE COMPLETED AT TIME OF AWARD

<b>Document Type: 9</b> <b>Statutory Cite: Texas Government Code, Section 495.027</b>	
This award consummates the Contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award; (b) the Contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award; and (c) this award. In the event of a conflict between any terms and conditions of this Contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail.	
<b>CenturyLink Public Communications, Inc.</b>  By:  Name: Paul Cooper Title: VP/GM Date: 8/30/2018	<b>Texas Department of Criminal Justice</b>  By:  Name: Bryan Collier Title: Executive Director Date: 8/29/18

**Negotiated Changes**

**The following items are mutually agreed to by CenturyLink Public Communications, Inc. and the Department and are hereby incorporated in this Contract, including revisions made by Amendments 1-5.**

1. The Solicitation, Offer and Award form has been revised to add the Contract number, revise block 5 to update sealed offer deadline, removed block 7 per Amendment #1, added the Contractor and authorized signor's name and title in the signature block. "The total amount for the Base Period (September 1, 2018 – August 31, 2025) and three (3) – two (2) year renewal options" has been removed.
2. Section A, Definitions, Contractor, has been revised to include the name of the Contractor.
3. Section B.1.1, Services Being Acquired, has been revised to include updated language.
4. Section B.2, Pricing Schedule, has been revised to include the Contractor's rates for providing the Offender Telephone System.
5. Section B.3, Allowable Costs, has been removed per Amendment #4.
6. Section C.3.1.1.A, Contractor Requirements, has been revised to exempt phone pedestals from the "all equipment shall be new and unused" requirement per Amendment #3.
7. Section C.3.1.1.E, Access Control, has been revised to include updated language per Amendment #4.
8. Section C.3.1.1.W, Wireless Containment System (WCS), has been revised to include updated language.
9. Section C.3.1.2.D. Technical Specification Requirements, 2<sup>nd</sup> Para., has been revised to include updated language.
10. Section C.3.10, Added Value has been revised to include updated language.
11. Section G.3.2, Late Remittance, has been revised to include updated language.
12. Section H.1.C, Insurance Requirements, has been revised to include updated language.
13. Section H.1.1, Para. 1, Required Provisions, has been revised to include updated language.
14. Section H.1.1.A, Required Provisions, has been revised to include updated language.
15. Section H.1.1.B, Required Provisions, has been revised to include updated language.
16. Section H.1.1.D, Required Provisions, has been revised to include updated language.
17. Section H.1.1.F, Required Provisions, has been revised to include updated language.
18. Section H.1.1.H, Required Provisions, has been revised to include updated language.
19. Section H.1.1.I, Required Provisions, has been revised to include updated language.
20. Section H.2.2, Historically Underutilized Business (HUB) has been revised to include updated language.
21. Exhibit J.2, HUB Subcontracting Plan, has been removed.
22. Exhibit J.3, CenturyLink Public Communications, Inc. form has been inserted.
23. Exhibit J.4, Contract Performance Measures, Pg. 8, Priority 3.1, Revenue/Payment Adjustment, has been revised to include updated language.
24. Section K, Representations, Certifications, and Other Statements of Offerors, has been revised to include the Contractor's responses to subsections K.1.2, K.2, K.4, K.8, K.9, K.10 and K.11.
25. Sections L and M of this Contract are hereby deleted.

TABLE OF CONTENTS

	Page
<b>TABLE OF CONTENTS</b> .....	<b>3</b>
<b>SECTION A - CONTRACT DEFINITIONS</b> .....	<b>6</b>
<b>SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS</b> .....	<b>9</b>
B.1 SERVICES AND PRICES/COSTS.....	9
B.1.1 Services Being Acquired .....	9
B.1.2 Pricing Instructions .....	9
B.1.3 Rates, Fees and Costs .....	10
B.2 PRICING SCHEDULE .....	11
<b>SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT</b> .....	<b>13</b>
<b>C.1 BACKGROUND</b> .....	<b>13</b>
C.2 STATEMENT OF WORK.....	13
C.3 SCOPE OF WORK TO BE PERFORMED.....	13
C.3.1 Functional and Technical Specifications/Requirements .....	13
C.3.1.1 Functional Requirements.....	14
C.3.2 Contractor Requirements, Responsibilities, and Staffing .....	27
C.3.3 Other Requirements .....	32
C.3.4 Implementation, Installation, System Initiation, Testing and Acceptance .....	36
C.3.5 Training .....	40
C.3.6 Maintenance and Support Requirements.....	42
C.3.7 Commission Requirements .....	43
C.3.8 Contractor Quality Control Plan .....	43
C.3.9 Contractor Communication .....	43
C.3.10 Added Value.....	44
<b>SECTION D – REQUIRED REPORTS</b> .....	<b>45</b>
<b>SECTION E - INSPECTION AND ACCEPTANCE</b> .....	<b>46</b>
E.1 INSPECTION OF SERVICES.....	46
E.2 INSPECTION OF PROGRAM .....	46
E.3 MONITORING CRITERIA.....	47
E.4 AUTHORITY TO AUDIT .....	47
E.5 AUDITS BY OTHER AGENCIES .....	47
E.6 FRAUD, WASTE OR ABUSE .....	47
<b>SECTION F - DELIVERIES OR PERFORMANCE</b> .....	<b>49</b>
F.1 PERIOD AND PLACE OF PERFORMANCE .....	49
F.2 OPTION TO RENEW.....	49
F.3 OPTION TO EXTEND .....	49
F.4 TRANSITION OF CONTRACT .....	49
<b>SECTION G - CONTRACT ADMINISTRATION DATA</b> .....	<b>50</b>
G.1 CLAUSES INCORPORATED BY REFERENCE.....	50
G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT SPECIALIST, CONTRACT MONITOR AND PROGRAM DIRECTOR .....	50
G.2.1 Authorized Representative .....	50
G.2.2 Contract Specialist .....	50
G.2.3 Contract Monitor.....	51
G.2.4 Program Director.....	51
G.3 COMMISSION REMITTANCE .....	51
G.3.1 Remittance by Direct Deposit .....	51
G.3.2 Late Remittance .....	51
G.3.3 Commission Reporting .....	51
G.3.4 Review of Reported Revenue.....	52
G.4 ANNUAL FINANCIAL DISCLOSURE REPORTS .....	52
<b>SECTION H - SPECIAL CONTRACT REQUIREMENTS</b> .....	<b>53</b>

**696-IT-19-25-C021**

H.1 INSURANCE REQUIREMENTS .....	53
H.1.1 Required Provisions .....	54
H.2 SUBCONTRACTORS .....	55
H.2.1 Insurance .....	56
H.2.2 Historically Underutilized Business (HUB) .....	56
H.3 TRANSITION .....	56
H.4 RESERVED FOR FUTURE USE .....	56
H.5 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS .....	56
H.6 CRIMINAL HISTORY INFORMATION COMPLIANCE .....	56
H.7 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION .....	57
H.8 BOOKS AND RECORDS .....	57
H.9 ORGANIZATIONAL AND NAME CHANGE .....	58
H.10 FREE EXERCISE OF RELIGION .....	58
H.11 DELAY OF SERVICES .....	58
H.12 RESERVED FOR FUTURE USE .....	58
H.13 SECURITY .....	58
<b>SECTION I - CONTRACT CLAUSES .....</b>	<b>59</b>
I.1 RESERVED FOR FUTURE USE .....	59
I.2 ADVERTISING OF AWARD .....	59
I.3 DEFAULT AND TERMINATION .....	59
I.3.1 DEFAULT BY CONTRACTOR .....	59
I.3.2 Further Opportunity to Cure .....	60
I.3.3 Remedy of the Department .....	60
I.3.4 RESERVED FOR FUTURE USE .....	61
I.3.5 RESERVED FOR FUTURE USE .....	61
I.3.6 Termination for Convenience .....	61
I.3.7 Termination by Mutual Agreement .....	61
I.3.8 Termination Procedures .....	61
I.3.9 Default by the Department .....	62
I.3.10 Remedy of the Contractor .....	62
I.3.11 Dispute Resolution .....	62
I.4 NO WAIVER OF RIGHTS .....	63
I.5 INDEMNIFICATION OF THE DEPARTMENT .....	63
I.5.1 Acts or Omissions .....	63
I.5.2 Infringements .....	64
I.5.3 Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity .....	65
I.6 NO WAIVER OF DEFENSES .....	65
I.7 INDEPENDENT CONTRACTOR .....	65
I.8 LAWS OF TEXAS .....	66
I.9 ASSIGNMENT .....	66
I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS .....	66
I.11 APPROVAL OF CONTRACT .....	66
I.12 NON-DISCRIMINATION .....	67
I.13 CONFIDENTIALITY AND OPEN RECORDS .....	67
I.13.1 Confidentiality .....	67
I.13.2 Open Records .....	67
I.14 CONTRACT CHANGES .....	67
I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT .....	68
I.16 OPTION TO EXTEND SERVICES .....	68
I.17 SEVERABILITY .....	68
I.18 IMMIGRATION .....	68
I.19 NO LIABILITY UPON TERMINATION .....	68
I.20 LIMITATION ON AUTHORITY .....	68
I.21 INTELLECTUAL PROPERTY INDEMNIFICATION .....	69

696-IT-19-25-C021

I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213 ..... 69

I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)..... 69

I.24 FORCE MAJEURE ..... 70

I.25 NOTICES ..... 70

I.26 SUBSTITUTIONS ..... 70

I.27 U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM ..... 70

**SECTION J - LIST OF EXHIBITS ..... 72**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF PROPOSERS..... 73**

K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION ..... 73

K.1.1 Definition ..... 73

K.1.2 HUB Representation ..... 73

K.2 CHILD SUPPORT REPRESENTATION ..... 73

K.3 FRANCHISE TAX REPRESENTATION..... 74

K.4 TYPE OF BUSINESS ORGANIZATION ..... 74

K.5 PREFERENCE CLAIM ..... 75

K.5.1 Source and Specification Preferences ..... 75

K.5.2 Tie-Bid Preferences ..... 75

K.5.3 Additional Preferences ..... 75

K.6 REPRESENTATIONS OF PROPOSER..... 75

K.6.1 Organization and Qualification..... 75

K.6.2 Authorization ..... 76

K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws..... 76

K.6.4 No Defaults under Agreements ..... 76

K.6.5 Compliance with Laws..... 76

K.6.6 No Litigation ..... 76

K.6.7 Taxes ..... 77

K.6.8 Financial Statements..... 77

K.6.9 No Adverse Change ..... 78

K.6.10 Disclosure ..... 78

K.6.11 No Collusion..... 78

K.6.12 Ethics ..... 78

K.6.13 No Compensation..... 79

K.6.14 Contracting with Executive Head of State Agency ..... 79

K.6.15 Limitation on Employment of Former State Officers..... 79

K.6.16 Notification ..... 80

K.6.17 Suspension, Debarment and Terrorism..... 80

K.6.18 Prohibition of a State Agency Contracting With Companies that Boycott Israel..... 80

K.6.19 Prohibition of a State Agency Contracting With Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations..... 80

K.6.20 Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster after September 24, 2005..... 80

K.6.21 Deceptive Trade Practices; Unfair Business Practices ..... 81

K.7 REPRESENTATIONS OF THE DEPARTMENT ..... 81

K.7.1 Authorization ..... 81

K.7.2 No Violation of Agreements..... 81

K.7.3 Disclosure ..... 81

K.8 AUTHORIZED NEGOTIATORS ..... 81

K.9 PAYEE IDENTIFICATION NUMBER ..... 82

K.10 POINT OF CONTACT..... 82

K.11 CERTIFICATION ..... 82

**SECTION A - CONTRACT DEFINITIONS**

The following terms used in this Contract shall, unless the context indicates otherwise, have the meanings set forth below:

**9X5** means 9 hours a day, 5 days a week.

**24X7** means 24 hours a day, 7 days a week.

**As-built drawings** means a record drawing made during construction. As-built drawings record the locations, sizes, and nature of concealed items such as structural elements, accessories, equipment, devices, plumbing lines, valves, mechanical equipment, and the like. These records (with dimensions) form a permanent record for future reference.

**Authorized Representative** means the person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto as described in Section G.2.1.

**Biennium** means any of the two (2) year periods beginning on September 1 and ending on August 31 of odd numbered years, which periods are used for budgetary purposes by the State of Texas.

**Business Hours** means Monday through Friday, 8:00 a.m. to 5:00 p.m., except State of Texas observed holidays. However, on holidays and days for which skeleton crews are required, services may be required.

**Camp-on** means a telecommunications system service feature that would enable complete access to each individual line without the user being aware of the access attempt, in spite of any type of call in progress.

**CJIS** means The Criminal Justice Information System.

**Continental United States** means the forty-eight contiguous United States and Alaska.

**CMBL** is the Centralized Master Bidders List, a list maintained by the Comptroller's Statewide Procurement Division containing the names and addresses of prospective bidders.

**Contract Award Date** means the Contract signature date, duly authorized by both parties.

**Contract** means the document of agreement between the Contractor and the Department of Criminal Justice, issued by the Department in response to the Solicitation.

**Contract Monitor** means the Department employee responsible for the technical details within the scope of this Contract, and shall have the meaning as set forth in Section G.2.3.

**Contract Specialist** means the employee of the Department's Contracts and Procurement Department assigned to post the Solicitation, receive responses, facilitate the negotiations, award the Contract and provide post award administration of the Contract as described in Section G.2.2.

**Contract Term** means the duration of this Contract in Section F.1.

**Contractor** for the purpose of this Contract, is CenturyLink Public Communications, Inc. the Offender Telephone System provider to whom a Contract has been awarded.

**Day(s)** means calendar Days, unless otherwise specified.

**Department** means The Texas Department of Criminal Justice (TDCJ), an agency of the State of Texas.

**Department Policy/Policies** means all written policies, procedures, standards, guidelines, directives and manuals of the Texas Board of Criminal justice (TBCJ) and the Department applicable, to providing the Services specified under this Contract.

**DRS** means Digital Recording System.

**DTMF** means Dual Tone Multi Frequency. The version of DTMF used for telephone tone dialing is known by the trademarked term Touch-Tone.

**Electronic Funds Transfer (EFT)** also known as direct deposit.

**Event of Default** means any of the events or circumstances described in Section I.3.

**Fiscal Year** means any of the one year periods beginning September 1 and ending August 31, which periods are used for annual budgetary purposes by the State of Texas.

**Gross Revenue** means the total revenue earned from total billable minutes without any allowances or deduction for operational costs, fraud, line charges, validation charges, equipment charges, other collectible or uncollectible charges, billings, and collection or other fees, expenses or payments to suppliers.

**Material Failure** means the failure of a party to fulfill one or more obligations essential to achieving the purpose of this Contract.

**NCIC** means the National Crime Information Center under the authority of the Federal Bureau of Investigation.

**Non-Appropriation** means the failure by the Legislature of the State, as part of its budgetary process, to appropriate money to be used for the Payments due hereunder.

**Offender** means a person assigned by the Department to reside at the Facility and to receive Services pursuant to this Contract.

**Offender Telephone System (OTS)** also referred to as Inmate Pay Telephone Service.

**PBI** means Personal Biometric Identification.

**Performance Measures** means standards used by the Contractor and the Department to determine the quality and acceptability of services to be acquired.

**Person** means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization court, or other tribunal, or government or any agency or political subdivision thereof.

**PIN** acronym of personal identification number.

**Quarter(s)** means, unless otherwise noted, references to quarters and quarterly activities related to the Department's Fiscal Year, with quarters beginning September 1, December 1, March 1 and June 1.

**Refresh** means to reinstall the Windows app but keep your personal files and settings.

**Resolution** means, for the purpose of this Contract, restoring the system to full capacity.

**Services Commencement Date** means award date or date agreed upon to begin the services. No services shall be provided prior to this date.

**Services** means delivery by the Contractor of requirements in accordance with the terms and conditions of this Contract.

**Statewide Procurement Division (SPD)** means a division of the Comptroller of Public Accounts which connects vendors with state purchaser and contract opportunities, and helps state and local government entities procure non-IT goods and services through easily accessible term contracts that meet their needs.

**TBCJ** means the Texas Board of Criminal Justice.

**TCIC** means Texas Crime Information Center, under the authority of the Texas Department of Public Safety.

**TDCJ means** Texas Department of Criminal Justice, an agency of the State of Texas.

**Virtual Number** means a telephone number without a directly associated phone line.



**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SERVICES AND PRICES/COSTS****B.1.1 Services Being Acquired**

The Contractor shall provide a statewide turnkey Offender Telephone System (OTS) for the Texas Department of Criminal Justice (TDCJ). This Contract is a revenue based Contract, as stipulated by Subchapter B, Chapter 495, Texas Government Code, Section 495.027, INMATE PAY TELEPHONE SERVICE.

The Contract Term will consist of a Base Period of seven (7) years (September 1, 2018 through August 31, 2025) and three (3) additional two (2) year renewal Option Periods.

**B.1.2 Pricing Instructions**

Commission revenues shall be calculated as a fixed percentage based on the gross monthly call revenues for all calls completed by Offenders. Commission revenues for eMessaging shall be calculated as a fixed percentage based on monthly postage used for all eMessages and attachments sent to Offenders. All commissions the State realizes from the OTS are to be described in detail in this item including the percentage of the commission. **The Contractor shall pay the Department monthly, a commission of not less than forty percent (40%) of Gross Revenue billed.**

Commission revenue begins to accrue when the first completed telephone call is made by an Offender. Only completed telephone calls are to be billed from the time that the end user accepts the call and conversation begins. Incomplete calls are not billable.

Should any relevant entity (e.g. Federal Communications Commission (FCC), the Public Utilities Commission of Texas (PUCT)) or legislative entity modify, eliminate, or establish additional rates, fees or other charges that are allowed or required to be collected for the services provided by Contractor during the term of the Contract; the Contractor shall notify the Department in writing at least sixty (60) business days prior to implementation of any required or permitted rates, fees, or other charges. Notification shall include documentation from the appropriate regulatory or legislative entity detailing the changes.

Should Federal or State statutes or regulations change in the future either reducing or eliminating commissions or reducing the rates, fees or other charges that are allowed or required to be collected by the Contractor for Offender calling services provided under this Contract, the Department and Contractor will renegotiate such commissions and/or Contract rates, fees or other charges to preserve the economic benefits of this Contract.

Should a system failure prevent the accumulation of call data resulting in the loss of records reflecting revenue, commission revenue shall be derived based on historical data.

**B.1.3 Rates, Fees and Costs**

The Contractor is responsible for ensuring that all telephone services and rates comply with all applicable regulations including but not limited to the Public Utility Commission of Texas and the Federal Communications Commission.

**Rate Structures****Local Calls**

The rate charged by the Contractor shall be a fully bundled single per minute rate inclusive of all fees, taxes, surcharges, connect charges or other costs unless such costs are taxes or charges that are directly passed-through to the consumer. Taxes and pass-through charges shall be excluded from the rate. Call rates shall not exceed rates charged by county jails.

**Intrastate Calls**

The rate charged by the Contractor shall be a fully bundled single per minute rate inclusive of all fees, taxes, surcharges, connect charges or other costs unless such costs are taxes or charges that are directly passed-through to the consumer. Taxes and pass-through charges shall be excluded from the rate.

**Interstate Calls**

The rate charged by the Contractor shall be a fully bundled single per minute rate inclusive of all fees, taxes, surcharges, connect charges or other costs unless such costs are taxes or charges that are directly passed-through to the consumer. Taxes and pass-through charges shall be excluded from the rate.

**Rate Requirements**

The Contractor shall provide rates based on three decimal places (e.g. \$0.000). Rates shall apply only from called party acceptance of a call until the call is terminated rounded to the nearest whole minute (calls lasting up to and including twenty-nine (29) seconds over a whole minute shall be rounded down, calls greater than or equal to thirty (30) seconds over a whole minute shall be rounded up). There shall be no charge for the time for prompts, rate information or other functions. There shall be no additional charges or fees added to the cost of a call.

**B.2 Pricing Schedule**

See C.3.10 Base Services and Added Value items.

**B.2.1 Standard Configuration**

**Base Period (9/1/2018 through 8/31/2025)**

<b>Collect Call Rates</b>		
	Rate/Minute	Commission %
Local	\$0.060	40.0%
Intrastate	\$0.060	40.0%
Interstate	\$0.060	40.0%

**Base Period (9/1/2018 through 8/31/2025)**

<b>Prepaid Collect Call Rates</b>		
	Rate/Minute	Commission %
Local	\$0.060	40.0%
Intrastate	\$0.060	40.0%
Interstate	\$0.060	40.0%

**Base Period (9/1/2018 through 8/31/2025)**

<b>Prepaid Call Rates</b>		
	Rate/Minute	Commission %
Local	\$0.060	40.0%
Intrastate	\$0.060	40.0%
Interstate	\$0.060	40.0%

**Option Period 1 (9/1/2025 through 8/31/2027)**

<b>Collect Call Rates</b>		
	Rate/Minute	Commission %
Local	\$0.060	40.0%
Intrastate	\$0.060	40.0%
Interstate	\$0.060	40.0%

**Option Period 1 (9/1/2025 through 8/31/2027)**

<b>Prepaid Collect Call Rates</b>		
	Rate/Minute	Commission %
Local	\$0.060	40.0%
Intrastate	\$0.060	40.0%
Interstate	\$0.060	40.0%

**Option Period 1 (9/1/2025 through 8/31/2027)**

<b>Prepaid Call Rates</b>		
	Rate/Minute	Commission %
Local	\$0.060	40.0%
Intrastate	\$0.060	40.0%
Interstate	\$0.060	40.0%

**Option Period 2 (9/1/2027 through 8/31/2029)**

<b>Collect Call Rates</b>		
	Rate/Minute	Commission %
Local	\$0.060	40.0%
Intrastate	\$0.060	40.0%
Interstate	\$0.060	40.0%

**Option Period 2 (9/1/2027 through 8/31/2029)**

<b>Prepaid Collect Call Rates</b>		
	Rate/Minute	Commission %
Local	\$0.060	40.0%
Intrastate	\$0.060	40.0%
Interstate	\$0.060	40.0%

**Option Period 2 (9/1/2027 through 8/31/2029)**

<b>Prepaid Call Rates</b>		
	Rate/Minute	Commission %
Local	\$0.060	40.0%
Intrastate	\$0.060	40.0%
Interstate	\$0.060	40.0%

**Option Period 3 (9/1/2029 through 8/31/2031)**

<b>Collect Call Rates</b>		
	Rate/Minute	Commission %
Local	\$0.060	40.0%
Intrastate	\$0.060	40.0%
Interstate	\$0.060	40.0%

**Option Period 3 (9/1/2029 through 8/31/2031)**

<b>Prepaid Collect Call Rates</b>		
	Rate/Minute	Commission %
Local	\$0.060	40.0%
Intrastate	\$0.060	40.0%
Interstate	\$0.060	40.0%

**Option Period 3 (9/1/2029 through 8/31/2031)**

<b>Prepaid Call Rates</b>		
	Rate/Minute	Commission %
Local	\$0.060	40.0%
Intrastate	\$0.060	40.0%
Interstate	\$0.060	40.0%

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 Background**

The Department is responsible for the supervision of an estimated 148,000 incarcerated Offenders. The Department's mission is to provide public safety, promote positive change in Offender behavior, reintegrate Offenders into society, and assist victims of crime.

**C.2 Statement of Work**

Pursuant to Texas Government Code, §495.027, the Texas Department of Criminal Justice, hereafter referred to as Department, requires a Contractor to install, operate and maintain an Offender Telephone System (OTS) for eligible Offenders confined in facilities operated by the Department throughout the State of Texas. Such OTS shall be provided by the Contractor without any cost to the State, in which the Contractor shall pay the Department a commission of not less than forty percent (40%) of the Gross Revenue received from the use of the system, or any services provided.

The Contractor shall deliver a turnkey solution, compatible at all designated facilities, to include all necessary personnel, supervision, infrastructure, hardware, software, equipment, installation, operation, maintenance, support, materials, supplies, transportation and services (except as may be furnished by the Department as specifically identified within this Contract) and all things necessary for or incidental to, a fully functional, administered and managed Offender Telephone System without any cost to the State.

The Contractor shall be responsible for, at a minimum, the major requirements outlined. Specific deliverables associated with each major activity are identified where appropriate. A brief description of each major activity is included to ensure a common understanding of the services to be provided.

The specified requirements and standards will serve as the benchmark for monitoring the Contractor's performance.

**C.3 Scope of Work to be Performed**

The Department will look solely to the Contractor for performance. The Contractor is responsible for all resources necessary to provide the services included in this Contract. Services shall be provided statewide, the locations of which are listed in Exhibit J.1, Site List. The terms, conditions and requirements of this Contract pertain to all Department locations unless otherwise stipulated. The Department reserves the right to add, delete or change site locations, and to increase/decrease the number of eligible Offenders and/or telephones per location or make other business decisions as necessary for the operation of the Department.

**C.3.1 Functional and Technical Specifications/Requirements**

The OTS shall provide prepaid and collect telephone service to eligible Offenders confined in designated TDCJ facilities.

At a minimum, the Contractor shall provide a system with the capacity and capability to:

- Ensure that each eligible Offender or person acting on behalf of an eligible Offender may prepay for the service
- Use a biometric identifier of the Offender making the call
- Oversee entry of Personal Identification Numbers (PIN's)
- The Contractor shall provide and maintain a minimum of one (1) communication device per thirty (30) eligible Offenders at all facilities
- Generate reports to Department personnel on Offender calling patterns
- Network all individual facility systems together to allow the same investigative monitoring from Department headquarters that is available at each facility
- Provide on-site monitoring of calling patterns and customize technology to provide adequate system security
- Provide a fully automated system that does not require a Department operator
- Ensure that no charge will be assessed for an uncompleted call and that the charge for local calls will not be greater than the highest rate for local calls for Offenders in county jails
- Compile approved Offender call lists
- Verify numbers to be called by Offenders
- Provide for periodic review by the state auditor of documents maintained by the Contractor regarding billing procedures and statements, rate structures, computed commissions, and service metering.

### C.3.1.1 Functional Requirements

#### A. Contractor Requirements

The Contractor shall deliver a turnkey solution, compatible at all designated facilities. Contractor shall include all necessary personnel, supervision, infrastructure (including a new telephone equipment room, terminal location and inside wiring), hardware, software, equipment, installation, operation, maintenance, support, materials, supplies, transportation and services (except as may be furnished by the Department as specifically identified within this Contract) and all things necessary for or incidental to provide a fully functional, administered and managed Offender telephone system at no cost to the State.

System hardware shall include telephones, Americans with Disabilities Act (ADA) devices, and Telecommunications devices for the Deaf (TDD), mounting equipment, switching equipment, monitoring and recording equipment, and power supplies as required for the storage of all call records for a minimum of thirty-six (36) months. Certain 'flagged' records shall be stored and retrievable for the duration of the Contract. Portable Offender telephone sets shall be provided for use if the Department requires this service at any time. All equipment shall be new and unused excluding phone pedestals.

The Contractor shall assure quality operational service, including any necessary interfaces with the regulated common carriers, as required for full system functionality.

Contractor shall repair or replace the OTS or any part of the OTS damaged or destroyed as soon as access is available to the system.

#### B. Department Requirements

The Department shall provide PIN numbers for assignment to Offenders.

The Department shall notify the Contractor when the population of a designated facility increases or changes to warrant additional telephones and associated lines.

The Department shall provide telephone usage parameters. Eligible Offenders shall be authorized to place an unlimited number of telephone calls per month. All calls shall be automatically terminated after the Department approved duration limit is reached.

The Department reserves the right to approve, reject or request substitutions of equipment/component parts. Responsibility of the entire system to include software, hardware, all components and parts and maintenance support shall remain with the Contractor unless otherwise agreed to in this Contract. The equipment and infrastructure comprising the OTS (but excluding any proprietary software systems used under license from the owner(s) of such intellectual property, workstations and peripheral/ancillary equipment) are the property of the Department. The Department will take ownership of additional equipment installed throughout the Contract on the date the work is accepted.

### C. Offender Telephone System (OTS) Requirements

The OTS shall have the same features and functionality at all designated Department locations and must allow Department staff the ability to conduct system administration functions in the same manner at each facility as well as from a single or multiple regional and Administrative locations.

The OTS shall be configured to ensure a ratio of not greater than thirty (30) eligible Offenders per telephone device is provided and maintained at each facility. The Contractor shall install and activate additional lines and telephones within ten (10) business days from date of written notification by the Department dependent upon eligible Offender/telephone ratio. The Contractor shall install and activate additional workstations within ten (10) business days from date of written notification by the Department. Efforts requiring construction, additional circuits or additional equipment may require more than ten (10) business days for completion. In those instances, the Contractor shall have five (5) business days to determine if the Department's request will require additional efforts and provide the Department with an estimated timeframe.

The OTS shall be configured in prepaid and collect, outward calling mode, to only landlines, postpaid cell phones and services where billing name and address information can be obtained. Calls are not permitted to Virtual Number telephone services. A Virtual Number is defined as a telephone number without a directly associated phone line. The intent is to not allow voice services where the called number and/or device cannot be authenticated or identified. Calling shall be available for all locations within the continental United States and Hawaii. There is no intent at this time to allow calls to international locations.

The OTS system shall be able to provide services for the deaf and hearing impaired community. Such services should include TDD and Video Relay Services (VRS) and Video Relay Interpreter (VRI).

The OTS shall be capable of being expanded and upgraded. Manufacturer hardware, software and other system component and version upgrades released by the manufacturer after implementation and installation of the system shall be made available to the Department at no cost to the Department, or reduction in commission rates or increase in air time rates. Installation of manufacturer upgrades shall be made available to the Department promptly upon release. Upgrades or version releases that alter functionality of the system will be made after the Department is advised of changes in functionality and only after the changes have been incorporated into the Contractor provided training curriculum. The Contractor will, prior to

release of an OTS upgrade, provide release notes of the system via the system's online help, and provide instructor-led "refresher" Webinars at the Department's request. Further, any changes in functionality shall be reviewed and acknowledged by the Department's OTS Contract Monitor prior to implementation. The Department acknowledges the OTS is a shared calling platform, however the Department reserves the right to disable any configurable features or functionality it chooses not to use. Installation of expansion or upgrade shall not disrupt service.

The OTS shall allow the Department to assign globally allowed numbers such as Crime Stoppers that will override any programmed restrictions. Additionally, the OTS shall allow the assignment of a list of specifically allowed numbers, such as attorney numbers, to be flagged to override programmed recording and monitoring features. The Contractor shall ensure that no confidential attorney-client communication is monitored or recorded. The Contractor will use the attorney's state bar association number and telephone number to validate that they are an attorney.

The OTS shall also allow the Department to block Offenders from calling certain selected telephone numbers, area codes or exchanges including but not limited to the following: local direct, credit card, third number, 1+, sent paid, all 0, 700, 800, 888 (includes all toll free area codes) 900, 976, 950, 911, and 10xxx. The Contractor shall have received Department's written approval prior to blocking other similar numbers. The Department must be able to block any other numbers at Department's sole discretion.

The system shall be equipped for remote entry via the Internet or dial-up network, with password validation, to perform such functions as traffic management, system administration, maintenance diagnostics, real time monitoring of call and call records, or other functions as deemed necessary to fully manage the OTS.

The system shall be configured to log and report all system access and changes for auditing purposes that provides the Department the capability to trace actions if necessary by unique login user ID and time/date stamp.

The OTS shall allow all Offender telephones to be in use simultaneously, (e.g. telephones to outgoing locations shall be on a one-to-one basis).

The OTS shall allow for Department personnel at facility and remote locations to immediately shut-down and restart the system at individual facilities sites or globally if required. The OTS shall automatically shut down upon Digital Recording System (DRS) site failure as well as allow for Department personnel to shut down the system upon DRS failure to record. System restart shall occur upon DRS repair to full functionality.

The OTS shall provide the ability to establish calling schedules at specific times on specific days of the week. This feature shall allow for exceptions for certain days such as holidays and weekends so that schedules can be overridden.

#### D. Database

The Contractor will be responsible for populating and maintaining accurate and up-to-date databases for the OTS. The Contractor shall provide all tools required for initial enrollment as well as subsequent enrollments through the duration of the Contract to include but not be limited to staff, computers, software, documents, printers, scanners, forms, test equipment, training materials, etc. Contractor will be responsible for all data entry and programming related to initial and subsequent databases required for the term of the Contract. OTS shall provide backup and



restore capability that will facilitate the prompt recovery of the database in the event of a system failure requiring database restoration.

Each Offender shall have a Personal Biometric Identification (PBI) which will be required to access the system as well as a unique PIN to verify the PBI and to provide the Department a means of controlling calls and capturing call record data. The PBI shall consist of fingerprints, retina scan, voice imprint, or other equivalent method of personal identification. The PIN shall consist of a minimum of eight (8) digits with the programmable capability to increase the number of digits to at least ten (10) digits. The system shall be capable of accepting the designated Offender identification numbers or PIN currently in use, as well as associating the PBI. The Department reserves the right to discontinue use of the PBI requirement at its discretion.

The OTS shall allow each Offender to be assigned up to twenty (20) approved personal telephone numbers that the Offender is allowed to call as outlined in the Approved Calling List Registration process. The OTS shall be programmable to allow for restriction of the number of approved telephone numbers.

#### E. Access Control

The OTS shall provide multiple layers of access control. Department staff shall have the ability to determine and assign security levels and access controls. A secure, validated password shall be used to access the system regardless of the administrator access level.

Contractor shall specify password standards that will be utilized, e.g. length, special characters and reuse guidelines, etc. Access shall also be controlled by unique user ID's which shall provide the capability to trace logged actions to the originator.

Department staff shall have the ability to access the system from any designated location, remote or otherwise.

#### F. Adds, Moves, Changes

Contractor staff and/or Department staff shall be capable of performing adds, moves and changes. The Contractor shall have written procedures for performing such functions, as well as authorization and audit trail features.

#### G. Reports

The system shall have the capability to produce management reports on a scheduled and demand basis. Reports should be standard or ad hoc and available to be produced from all stored data, (e.g. management, station, Offender data, status, etc.). Production of reports shall not negatively affect any portion of system operations. Report interface shall be intuitive, well documented, and easy to use. Reports shall be able to be generated at the individual facilities, regional and administrative locations as well as via Contractor staff.

#### Contractor Provided Reports

Monthly reports shall be provided to the Department no later than the 20<sup>th</sup> of each month for the previous month. This report shall be delivered to the Contract Monitor in a printed form, or emailed in a printable format. Report layout, design, and information breakdown will be provided by the Department and is subject to change depending on the needs of the Department. Reportable metrics can be found in exhibit J.4, as required by the Department, and not limited to the following examples:

- Monthly and Fiscal Year statistics report
  - Calls completed by: Offender and Unit
  - Total minutes used by Offender
  - Average minutes per call by month and fiscal year
  - Top one hundred (100) Offenders by phone usage
  - Offender telephone balances
  - Top ten (10) phone number called by Offenders
  - Offender enrollments
  - Family and friends registrations and registration attempts
  - Completed calls: inside and outside of Texas
  - Completed calls by: Prepaid, Collect
  - Phone Gross Revenue
  - Phone Department commission
  - Bandwidth and network spikes
  - Land lines ported to a cell / blocked
  - Service tickets by type and root cause
  - Supervised Enrollments
  - Refund request and processed
  - Released Offender funds refund request
  - Approved calling list audit
  - Active Personally Allowed Number (PAN)
  - Attorney report
  - eMessaging pages and photos received
- Other quarterly reports
  - Attorney quarterly audit
  - New workstation installation and activation
- Annual report
  - Network redundancy testing report
- Additional reports as requested by the Department

Report and statistic information should include charts, graphs, spreadsheets, and other formats as requested by the Department.

#### H. Record, Monitor Conversations, Terminate Calls

All call recordings and call records are considered evidence and immediately are the exclusive property of the Department. The OTS shall prevent the recording and monitoring of specifically identified categories of calls such as calls placed to legal counsel. The Contractor shall ensure that no confidential attorney-client communication is monitored or recorded. This exclusion shall be accomplished by special routing of these calls or through system programming.

The OTS shall provide live monitoring capability via a line indicator at each facility and other locations as designated by The Department (e.g. regionally, administrative locations, Contract Monitor location, etc.). Monitoring of Offender calls shall not be detectable by the calling or called parties and shall not reduce the line volume that would warn the Offender that the line is being monitored. All recorded call messages shall be labeled indicating calls may be monitored and recorded.

The OTS shall provide remote recording audio review to be used by authorized Department staff to access the OTS and recorded information database from remote locations. Remote access shall include significant proven password protection to minimize unauthorized access to or tampering with the recording system and will be accomplished in a secure manner that does not require the interconnection of the TDCJ intranet and the Contractor's network.

#### I. System Hardware, Software, and Peripheral/Ancillary Equipment

The Contractor shall provide personal computer (PC) workstations and all peripheral and ancillary equipment required to access one or many digital recording modules capable of recording thousands of channels simultaneously. At a minimum PC workstations and peripheral and ancillary equipment shall be located at the facilities, regional offices, investigative offices, administrative and contract monitoring locations, and security threat group offices. Manufacturer's warranty coverage for the PC workstations, peripheral, or ancillary equipment may provide for either new or refurbished replacement parts of equal or better quality to that being replaced. The Contractor will provide all OTS printer consumables (paper, ink cartridges, etc.).

The Contractor will refresh the OTS components in year four (4) and seven (7) of the Contract. The workstations and printers will be refreshed in year five (5). All refreshed equipment shall meet or exceed current Department standards for workstations and printers. At the end of the Contract, including any extensions, all workstations and peripheral/ancillary equipment in place become property of the Department.

The Contractor shall promptly install all relevant security patches and anti-virus updates to remote workstations on the Contractor's network. All OTS equipment that resides on the Contractor network shall be properly identified as "property of ("CenturyLink")" to include toll free number to place service/support calls.

#### J. Digital Recording System (DRS)

The OTS shall include a full-time DRS for all OTS telephone lines with capacity for expansion.

The DRS shall include the capability to simultaneously record all telephone calls while providing audio outputs for listening to selected calls from facility, regional and administrative locations. All calls shall be recorded in their entirety with exception to confidential attorney-client communication.

Recordings shall be mirrored and backed-up. A recording, backed-up to a hard drive, shall be provided to maintain a current thirty-six (36) months of all recorded conversations with full and immediate access to records from local and remote locations. At the transition of the Contract, the Contractor shall work with the new Contractor to transfer the recordings, intact, to the new Contractor's equipment.

A library function is required that will catalog and index every call transmission allowing for fast retrieval. Key fields used for retrieval shall include the Offender PBI or PIN, the date and time the call was made, name and number called, and other relevant data.

The DRS shall provide the following features and capabilities:

- Playback from any drive or other recording media shall not interrupt the recording process. Simultaneous record and playback shall be possible.

- DRS will have the ability to transfer recordings to a removable media. One-touch downloading is required. Such recordings shall be playable with any industry standard media player.
- The archive media shall provide for write protection such that data will not be accidentally overwritten. No intentional or accidental deletion of records will be allowed.
- The system shall be capable of Voice Operated Exchange (VOX) or continuous recording on a line by line or channel by channel basis.
- An indication as to the recording space remaining on any and all media.
- The capability to quickly reposition to the end of a previous recording.
- The ability to establish schedules to initiate and suspend recording on channel/line groups at specific times with the ability to override for exceptions.
- The capability to initiate functions globally, such as format, ready, record, stop record, or eject, on multiple media devices on the network simultaneously.
- Automatically make time and date or daylight savings time adjustments while continuing to record.

#### K. Uninterrupted Power Supply (UPS)

Upon the loss of commercial power, no change in the operational characteristics of the system will occur. If commercial power is not restored prior to the exhaustion of UPS power, the OTS system will announce termination of all calls in progress prior to shutting down. The system will be designed to fully recover from any power failure automatically, with no outside intervention required, within five (5) minutes, after the power is restored. When commercial power is restored prior to the exhaustion of UPS power, no change in the operational characteristics of the system shall occur.

The following is a description of the minimum requirements for the UPS the Contractor will use to support the premises based OTS:

With fifteen (15) minutes of battery back-up in the event of a temporary local outage of commercial power at the facility, a UPS is provided as a redundant back-up to continue operation of all equipment installed on-site. The UPS will sustain the system for fifteen (15) minutes.

- The UPS will be self-charged
- The equipment will be designed to be self-initialized without manual intervention when commercial power is restored

#### L. Announcements and Call Branding

- All messages shall be made available with English and Spanish options.
- The OTS shall ensure that the automated operator functions uses the Offender's supervised pre-recorded name to announce the call to the called party. This shall be accomplished via the PIN assignment per Offender.
- All OTS calls shall be identified to the called party as follows: This is a prepaid/collect (whichever is applicable) call from the following Texas Department of Criminal Justice Offender (insert Offender's pre-recorded name). Contractor may recommend additional recorded phrases and/or language; however, any changes shall be approved by the Department.
- When the call is accepted, the system shall state to both parties that the call may be monitored and recorded. The OTS shall allow the called party's response via Dual Tone Multi Frequency (DTMF) input indicating if they are willing to accept the call.

- If a call is not accepted by the called party, or if there is no answer, the OTS shall inform the Offender of the situation and not simply disconnect the call.
- A whisper announcement shall be given to both parties one (1) minute prior to the termination of the call.
- If the OTS is disabled by the Department, an announcement will be made to both calling parties advising that the system has been disabled.

#### M. Call Detail Records

The OTS shall provide full call detail records for administrative and investigative use as well as for traffic management reports. Stored call records shall be encrypted to prevent unauthorized access to vital records. All data is the property of the Department.

The OTS shall buffer/store up to thirty-six (36) months of completed call records that can be accessed at any time, including real-time. Records shall not be stored in the individual telephones. The records shall provide the following minimum information on all outgoing calls:

- Date and time call initiated and terminated
- Disposition of the call, indicating termination type, complete, incomplete, etc.
- Station number (or ID associated with home) originating call
- Complete telephone number dialed
- Trunk or station number used to place call
- Duration of call in minutes and seconds
- Total on messages, minutes and revenues
- Name of Offender placing call, TDCJ number, SID number, and PIN
- Identify the specific telephone or bank of telephones where calls were placed
- Call type and termination category

#### N. Call Length Control

The OTS shall allow a system-wide duration default with the duration to be determined by the Department. The phone call duration at the time of award will be 30 minutes and is subject to change at the discretion of the Department. The OTS shall allow the Department to limit calls to a specific duration by PIN and by specific telephone numbers assigned to a PBI or PIN. This default may vary by PIN and/or facility. The OTS shall allow Department administration to change the duration by PIN, telephone number and/or site.

The OTS shall have the capability of designating the length of the Offender call and automatically terminating the call at the expiration. This feature shall be programmable and the call length variable. The time limit shall have the ability to be set for each Offender, a group of Offenders, or for each facility.

Total flexibility shall be provided to the Department for designating the length of calls placed by Offenders based on the day of the week, the type of call, the Offender's privilege level, or the Department facility.

The system shall allow the Department system administrator the ability to designate different privilege levels or levels of access to individual Offenders, and individual telephones.

#### O. Call Validation

When an Offender dials a telephone number and enters his/her PBI and PIN, the OTS shall have the capability to validate the telephone number dialed with the list of authorized telephone numbers for that specific PIN. Calls will be completed only after the successful validation. Calls that are not on the authorized telephone number list will not be completed. An announcement shall be provided stating that the call was to an unauthorized telephone number.

The system shall provide a report which identifies unauthorized telephone number dialed, to include the Offender name, PIN number, date and time call placed, name and number called, duration, etc.

The OTS shall allow specific telephone numbers to be flagged for monitoring and other investigative purposes. The system shall be capable of downloading a list of specifically identified numbers so that if a flagged number is called from an Offender pay telephone, the OTS will also call a designated cell phone or Department landline telephone number. This feature allows Department staff such as an investigator the ability to Camp-on the call to monitor, disconnect, etc. at his/her discretion. The Camp-on shall be performed without a tone or other notification. The system shall be capable of multiple Camp-on calls in the case that disallowed numbers are dialed simultaneously from different Offender pay telephones.

The system shall provide a report which identifies the flagged telephone number dialed, to include the Offender name, PIN number, date and time call placed, name and number called, duration, etc.

#### P. Controlled Access

The OTS shall provide the Department the ability to control access by providing a means to program individual telephones and groups of telephones in or out of service at pre-determined times, (e.g. telephones are active from 7:00 am to 10:00 pm Central Time.)

Department staff shall have the ability to immediately shut down the OTS and restrict all access system-wide or selectively from both a remote location and each facility. Department staff shall be able to reset the system to working status after a shutdown.

Department staff shall be able to place restrictions on an individual PIN on an as needed basis. The Department shall also have the ability to immediately disable service to an individual telephone. Department staff shall be able to remove all restrictions. PIN access changes shall be tracked and logged by unique user ID and date/time stamped to provide an audit trail of record changes.

Dialing prompts shall be presented immediately in an off-hook position. The OTS shall not provide a second dialing prompt. The OTS shall provide a call setup time of approximately six (6) seconds after positive verification of Offender voice biometrics.

The OTS shall allow for a maximum number of rings before a call is automatically disconnected. The number of rings shall be consistent with Department standard of eight (8) rings.

The OTS shall provide notification to the caller of the call status such as ringing, busy, etc. This notification may be in the form of ringing, busy tone, recorder tone, or appropriate recorded messages. The OTS shall not charge for incomplete calls or calls that result in these status notifications.

#### Q. Fraud Control

The Department will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls will be the sole responsibility of the Contractor. Logging shall be configured and enabled to record access to system. Logs shall record unique user ID access with date/time stamp and actions.

The OTS shall provide at a minimum the following aids in preventing fraudulent use:

##### Interference with secondary dial patterns

- Termination of calls if a second dial tone is detected
- Prohibition of switch hook dialing
- A non-billed interval at the beginning of the call
- Limitation on the number of times a telephone number may be redialed by the Offender within a specific period of time (parameters to be set by the Department).
- Provide a three-way call detector as part of the OTS
- Information such as name, address, and billing information for the called number as well as name, address and phone number or other identifying information of the person(s) prepaying minutes
- At the discretion of the Department, the Contractor will be prepared to include capability for continuous monitoring of the biometric identifier throughout the duration of the call and termination of the call if the biometric does not match.

#### R. Maintenance Diagnostics

A complete system test shall be done automatically at least once every twenty-four (24) hours. The system software shall be designed to interrogate the system to perform self-test diagnostics and report back to the Contractor's help desk in real time. Detected errors shall be stored in memory for at least seventy-two (72) hours and transferred to a digital storage medium that will save the information in a reportable format. System software shall be designed to enable the rapid detection of faults in both hardware and software. Diagnostic testing shall include the OTS and all components to include the DRS and UPS.

#### S. Service Area Requirements

The Contractor will be responsible for negotiating all billing arrangements and complete calls into all domestic exchanges.

##### System Administration

The Contractor shall provide all hardware and software used in performing system administration, monitoring, and management functions. Management of the OTS shall be:

- Password protected
- Allow for various levels of access
- Network with centralized system administration at all designated facilities and remote locations
- Detail password standards
- Provide unique user IDs
- Ensure that changes are logged

The system software shall include the ability to change, modify, add, or delete database information for PBI, PIN assignments, Offenders allowed telephone number lists, blocked telephone number lists, etc.

The OTS shall support simultaneous access to all features and functions by Department personnel at each location. Number of access points required will be contingent upon number of eligible Offenders per facility and will be determined by the Department.

Detailed and thorough training shall be provided to Department system administrator as detailed in Section C.3.5.

#### T. Investigation Applications and Services

The Contractor will provide software applications and reporting capabilities to the Department to aid in administrative and investigation functions. Such applications and services should include the ability but not be limited to:

- Listen to one (1) or both parties of a call, advance through dead space, type and save notes and forward this information
- Detect conversations between Offenders via an algorithm between Offenders both within the Department and other correctional agencies, and provide report notifications to the Department
- Link analysis software
- Software and analytical services to monitor calls for Department defined key words or conversations
  - The Department will have the ability to make monitoring requests that includes specific criteria to include but not be limited to specific units, Offenders, key words and phrases
- Software and service generated reportable information will be defined by the Department

#### U. eMessaging

The Contractor shall provide an eMessaging solution that will allow inbound only emails and photos from a Contractor provided website. Outbound emails and photos are not allowed by the Department at this time. eMessaging pricing shall be fixed at the current price of a first class postage stamp at the time of transmission of the eMessage.

All eMessages and photos will have the ability to be downloaded, viewed, printed, and approved or not approved by the Department. The Contractor shall provide a record retention for all eMessages for the life of the Contract.

The Contractor shall provide PC workstations, printers, and consumable supplies as required for each location.

The eMessaging application will have the ability, but not be limited to:

- Identify key words or phrases as defined by the Department in such a manner that it can be viewed by the Department
- Have the ability to view all messages and photo attachments by Unit, Offender name, Offender identification number, customer name and customer identification number



- Have a Department dashboard for messages and photo attachments pending approval, messages returned to customers, denied messages by the Offender, and other information as defined by the Department
- Have a Department dashboard for messages that indicates the Offender's name, identification number, customer name, time and date received, and other information as defined by the Department
- Generate eMessaging reports as defined by the agency
- Contain investigative link analysis and reporting solution

#### V. Video Visitation

The Contractor shall provide a solution for video visitation that would provide video communication services between Department locations from friends and family at one (1) location to Offenders at their assigned unit. Upon agreement of the solution between both parties, the Contractor shall be prepared to implement this plan in its entirety for the life of this Contract. Video Visitation locations shall include the following Department locations and the vendor may propose implementation at additional facilities (Exhibit J.1).

Visitor Site	Offender Site
Houston – Jester III	Amarillo – Clements
Beeville – Garza Complex	Kenedy – Connally
Dallas – Hutchins	Gatesville – Crain
Lubbock – Montford	Tennessee Colony – Michael
Austin – Travis	Beaumont – Stiles
El Paso – Sanchez	Huntsville - Wynne

#### W. Wireless Containment System (WCS)

The Contractor shall provide a Wireless Containment System (WCS) plan that through the use of technology will restrict cellular signal, data, and text messaging capabilities within a defined area of a Department facility. The selected vendor will be required to maintain the WCS capability at the two (2) TDCJ units where it is currently implemented and may propose implementation at additional facilities. The WCS shall be able to recognize all cellular carrier signals and meet all Federal Communications Commission (FCC) requirements for such systems. Upon agreement of the plan between both parties, the Contractor shall be prepared to implement this plan in its entirety for the life of this Contract.

#### X. Digital Forensics

The Contractor shall provide a digital forensics service with capabilities to retrieve saved and deleted information from a cell phone. Contractors will be co-located with the Office of Inspector General (OIG) and must obtain employment clearance from OIG. Contractor shall provide forensic grade computers, peripheral devices as needed, and all commercial forensic software with a 1 for 1 license to staff member ratio. Contractor shall have the ability to conduct enhanced forensic examinations including but not limited to JTAG and Chip Off examinations. Based on current metrics 150-200 phones per month will require forensics service. Retrievable information can include but not be limited to call logs, messages, contact information, photos, videos, browser history and SIM/SD card analysis. Services shall include Contractor provided staff, analysis lab and equipment, evidence storage and strict chain of custody policies. All information that is able to be retrieved as requested by the Department will be provided to the Department, or will be reported as irretrievable.

### C.3.1.2 Technical Specifications Requirements

#### A. FCC Registration

Contractor shall provide FCC registration information to the Department.

#### B. Facility Type

Contractor shall detail by each designated site on the Site List (Exhibit J.1), the facility type being used to provide services, e.g. T1, Analog Central Office Trunk, Integrated Services Digital Network (ISDN) T1, etc.

#### C. Critical Component Redundancy

The OTS shall be equipped with an automatic restart function that will engage after a power failure.

The OTS shall provide Critical Component Redundancy, back-up and mirrored data. Redundant call detail records collection shall also be provided.

The OTS shall provide critical component redundancy and a Storage Area Network (SAN) architecture which makes all storage devices available to all servers on a Local Area Network (LAN) or Wide Area Network (WAN). Data on the SAN shall be stored in Redundant Array of Independent Disks (RAID) formats; spreading the data across multiple drives so that data is not susceptible to loss should any individual drive fail. This architecture shall provide protection against single drive or server failure and provide security of the call recording. The SAN shall be continuously monitored through automated processes and storage policies including multiple data center storage of call detail records.

The OTS shall be engineered to ensure that only a minimum amount (5% or less) of the Department's facilities in the OTS system are inoperable due to any Contractor responsible failures. The Contractor shall design and manage the OTS in such a manner that traffic demand on any system will never exceed a peak transmit ratio of 90% and a peak receive ratio of 90% at the same time.

#### D. Equipment Room/Infrastructure

The Department will work with the Contractor to provide room in existing facilities for OTS equipment that has a minimal size requirement and does not interfere with the Department's access, use, or potential use of the area where the equipment is located.

The Department reserves the right to make the final determination regarding equipment placement in any particular space. However, the parties acknowledge the Contractor relies on being able to place OTS equipment within existing Department space, with rare exception, in formulating the calling rates set forth in Section B.2.1. The Department will use commercial best efforts to work in good faith with Contractor to provide space within existing facilities.

In the event that suitable space is not available in the Department's existing facilities, Contractor is responsible for providing a new or separate equipment room and terminal location adjacent to existing telephone/computer buildings where the equipment is to be installed. Contractor will be responsible for the construction of this building in a location outside of the perimeter fence.

Upon expiration of the Contract, the building will become property of the Department, will remain intact, and will not be removed from the premises.

Additionally, all OTS equipment located outside of a Contractor supplied building shall be physically secured in a locked enclosure for security purposes. The enclosure shall be designed in such a way as to not interfere with the normal equipment operation yet prevent access or damage to the equipment by unauthorized persons.

#### E. Offender Telephones

All Offender telephones shall be:

- Compatible with the mutually agreed on biometric caller identity verification system
- Wall mounted or pedestal
- Stainless steel or equivalent
- Tamper-resistant (anti-vandal and anti-drill)
- Of durable construction
- Flame retardant and must not give off toxic gases when subjected to fire
- DTMF compatible
- Labeled on the body per Department requirements
- FCC and Underwriters Laboratories (UL) approved with certification number
- Compatible with TDD devices and meet all ADA requirements. The Contractor shall supply TDD devices as requested
- Equipped with hearing aid compatible handsets
- Equipped with cords from the receiver to the body of the telephone that is approximately two (2) feet and armored. The Contractor shall provide different cord lengths at the Department's request

#### F. Call Quality

Each installed location requires Quality of Service (QOS) for voice prioritized packet/packets yielding a Mean Opinion Score (MOS) rating of 3.7 or better. If at any time this service falls under the jurisdiction of a regulatory agency and more stringent standards are required, the Contractor is responsible for meeting those standards.

### C.3.2 Contractor Requirements, Responsibilities, and Staffing

#### C.3.2.1 Contractor Requirements and Responsibilities

The Contractor shall have direct oversight, be responsible for and monitor the performance of all Contractor staff performing services under the Contract. The Contractor shall be responsible for all expenses incurred on behalf of Contractor's staff positions including travel, lodging, transportation, and meals.

#### C.3.2.2 Staffing

The Contractor is responsible for all resources necessary to provide the services included in this Contract. The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and will ensure that staff providing services are appropriately trained, qualified and licensed, if required. The Contractor is expected to back-fill with existing staff for sick or vacation days for absences in excess of five (5) business days.

The Contractor is required to maintain a minimum of the below listed staffing plan unless a reduction in that plan is mutually agreed to by the Contractor and the Department. In the event a position becomes vacant, the Contractor will fill the vacant position within sixty (60) calendar days.

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

The Department will provide security for the Contractor's employees and agents consistent with the security provided for Department staff at each facility.

All staff assigned to provide services under this Contract will be subject to the background clearance process by the Department. Contractor employees who have been previously terminated at any time by the Department may not be employed or provide services under the Contract. The Department shall not employ criteria to approve or disapprove the selection of Contract employees that exposes the Contractor or the Department to civil or criminal liability under applicable federal or state civil rights laws, including, but not limited to, those laws establishing or protecting employee rights.

The Contractor's staff on-site will adhere to the standards of conduct prescribed in law, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department. The Contractor's staff will be subject to and will comply with all security regulations and procedures of the Department and the respective institution. Violation of regulations may result in the employee or individual being denied access to the institution. In this event, the Contractor shall provide alternate personnel to supply services described herein, subject to Department approval.

Throughout the term of the Contract, the Contractor shall at a minimum:

- Provide a Project Manager who will be the single point-of-contact assigned to the project from Contract award through implementation, acceptance and go-live
- Provide qualified personnel to perform the services required
- Provide the Department written notice of placement and/or replacement of personnel, or any plan to place and/or replace personnel
- Remove and replace personnel at the request of the Department
- Assure personnel follow laws, rules, regulations, standards, policies and procedures
- Provide criminal history information and information for employee background checks

A. Provide Project Manager

Contractor shall assign a Project Manager dedicated to this project full-time from Contract award through implementation, acceptance and go-live. The Project Manager will be responsible for coordinating with Department staff the status of the entire project and be the single point-of-contact during project implementation.

**B. Provide Qualified Personnel to Perform the Services Required**

Contractor shall provide the number, job descriptions and locations of dedicated staff offered to support this Contract. Contractor shall use only qualified and fully trained employees in the performance of the Contract.

In addition to the Project Manager, Contractor shall provide at a minimum the following positions or similar positions in support of this Contract:

**Customer Service Manager and Alternate:**

Contractor shall assign a full-time Customer Service Manager exclusively to this Contract. An alternate representative will be assigned in the absence of the assigned manager.

The duties of the Customer Service Manager shall include, at a minimum:

- Overall performance of the Contract and general project management duties
- Account management
- Resolution of billing problems
- Resolution of technical issues
- Training
- Attendance at on-site meetings
- Promptly responding to Department and Offender family requests, which shall include, but not be limited to e-mail, telephone and facsimile requests

**Field Repair/Site Technicians**

The Department is requiring Field Repair/Site Technician positions dedicated to the Contract. Field Repair/Site Technician positions shall be strategically located in proximity to Department sites and will be directly responsible for providing preventative maintenance, installation of cable and equipment, technical support and repairs as necessary, and provide on-site assistance to Department personnel to ensure customer satisfaction.

**Service Representatives**

The Department is requiring full-time Service Representative Positions dedicated to the Contract.

Service Representative positions shall be responsible for making data entry input and changes to the Offender telephone access information including input of approved Offender PBI and PIN, authorized calling numbers, and shall provide general customer service to Department staff.

**Data Administrators**

The Department is requiring full-time Data Administrator positions to provide OTS coverage and shall be located at the Contractor's monitoring center to support the OTS. Duties include monitoring the system network to detect any problems and remotely correct identified problems. If Data Administrators cannot remotely correct or repair system problems, they are responsible for dispatching the appropriate field repair/site technician to the facility to make repairs as necessary.

### Trainers

The Department is requiring Trainer positions dedicated to the training requirements of the Department. These positions shall be available for travel to Department facilities throughout the State to provide training to Department staff and Offenders as needed. This position will also ensure that Department training material is updated and current.

#### C. Remove and Replace Personnel at the Request of the Department

The Department shall have the right at any time to request the removal of any of the Contractor's employees/subcontractors. The Contractor shall use all reasonable efforts to promptly replace such employee/subcontractor with a team member possessing skills, experience and training that are equal to or exceed those of the position description.

#### D. Assure Personnel Follows Laws, Rules, Regulations, Standards, Policies and Procedures

It is the Contractor's responsibility to ensure that all contract employees are familiar with Department regulations. Contractor standards of conduct, notification of background checks, relevant policies and/or statutes are incorporated as reference.

Prior to project implementation, the Department representative shall be provided a list of all contractor employees involved in this Contract who at any time have ever been sentenced to any facility of the Department. Said list should include name, Offender (SID) number, TDCJ number, and the nature of the offense and the sentence. Prior approval shall be obtained before an ex-Offender may enter any Department facility.

Any Contractor employee that has any relative, either blood or by marriage within the second degree of kinship, that is (or may become during the project) an Offender at the facility where the work is to be performed shall notify the Department representative in writing prior to starting work, or immediately upon learning of same.

Contractor shall make all its employees involved in the project aware that possession of guns, weapons, illegal drugs, tobacco, alcoholic beverages and/or other items defined as contraband on property owned or leased by Department is a felony. Violators will be prosecuted. Additional contraband includes Personal Digital Assistants, cell phones, and cameras.

Contractor shall caution all employees involved in this Contract against becoming familiar with Offenders and/or the Offenders' families. Contractor employees shall not bring anything to any Offender nor will they carry anything off Department leased or owned property for any Offender.

The Department reserves the right to ban any Contractor employee from entering the property of the Department who fails to comply with any regulations.

1. The Contractor is responsible for the conduct and behavior of all persons working at a Facility (including consultants, independent contractors and their employees and agents) and shall ensure the Department's policies are followed. Should a violation occur, the Contractor shall take corrective action acceptable to The Department.
2. Contractor shall provide services to the Department that are in compliance with all applicable local, state, and federal laws, rules and regulations now in effect or that become effective during the term hereof including but not limited to, Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age of Discrimination in Employment Act; the Immigration Reform and Control Act of 1986; Code

of Federal Regulations, Title 42, Part 2 (regarding information about drug and alcohol abuse Offenders); Environmental Protection Department (EPA) Rules and Regulations; Texas Code of Criminal Procedure; Texas Health and Safety Code, Chapters 85, 595, 611; Texas Administrative Code, Title 25, Chapter 403, Subchapter K (regarding Offender identifying information); the Americans with Disabilities Act of 1990; the, Civil Rights Act of 1991; Occupational Safety and Health Act (OSHA) of 1970; Section 231.006, Texas Family Code; Texas Government Code, Chapters 508, 783, 2254, 2259, and 2260; Uniform Grant Management Standards (UGMS); and any and all relevant federal and state financial cost principles and audit requirements; and any and all rules, policies and procedures established from time to time by the Department and the Texas Board of Criminal Justice. When differences between applicable standards exist, the higher standard, as defined by Department, will prevail.

3. The Contractor's employees/subcontractors shall adhere to the Department's following Policies and Procedures and any subsequent revisions thereafter: PD-03, Employee ID Cards dated November 1, 2009 (Rev 6), PD-22, General Rules of Conduct and Disciplinary Action Guidelines for Employees dated January 1, 2017 (Rev 14), PD-28, Dress and Grooming Standards dated July 1, 2010 (Rev 5), PD-29 Sexual Misconduct with Offenders, dated March 1, 2017 (Rev. 5), and PD-75, Applicants with Pending Criminal Charges or Prior Criminal Convictions dated April 1, 2017 (Rev 8), which will serve to guide employee behavior in relationship to other employees, Offenders, and the public.

The Contractor shall comply with Department policy statements contained in the Department Policies but shall be free to establish procedures such that the services attain the goals established by the Department policy statements. Contractor shall not deviate in any material respect from applicable Department policy statements in the provision of services without the prior written approval of Department, which approval shall not be unreasonably withheld by Department. Contractor's written request for deviations from said policy statements shall originate from the Authorized Representative of the Contractor and shall be made to the Contract Monitor. The Contractor's written requests for deviation shall contain language which details the specific deviation with reference to the policy number, section, paragraph, etc., as well as the justification for such deviation.

Contractor staff shall adhere to current Personnel Directives. (Reference: <http://www.tdcj.texas.gov/divisions/hr/hr-policy/index.htm>).

Breach of either physical security or information security by any employee/subcontractor shall require immediate removal of the employee/subcontractor from the Contract. Immediately upon discovery of the breach of security, Contractor shall notify the Department of the breach and provide a written report within twenty-four (24) consecutive hours to include, at a minimum, date and time of the breach, how the breach occurred, name of offending parties, if known, extent of damage or potential damage, name of Contractor management person conducting the investigation, and action(s) taken by Contractor for remedy.

Contractor shall notify Department within twenty-four (24) consecutive hours of an employee's arrest.

The Department shall provide the Contractor written notification, within twenty-four (24) consecutive hours, of a failure to adhere to PD-22. Violations of PD-22 that involve a breach of corrections management security require immediate removal of the employee/subcontractor from the property of the Department. The Contractor will be required to remove said employee/subcontractor from the project.

In the case of violations of PD-22 that do not involve a breach of correction management security, the Department may require the employee/subcontractor to cease all activity and remove self from the property of the Department. At the Department's discretion, the Contractor may be required to remove said employee/subcontractor from the project.

Upon request by the Department, the Contractor shall provide for replacement of an employee/subcontractor found to be in violation of PD-22. The Contractor shall use all reasonable efforts to promptly replace such employee/subcontractor with a team member possessing skills and training that are equal to or exceed those of the individual being replaced.

#### E. Provide Criminal History Information and Information for Employee Background Checks

Contractor staff with access to confidential/security sensitive data shall be security cleared.

Contractor shall not employ any person with a misdemeanor or felony conviction without prior written approval of Department. This includes any employee with a criminal history who is employed by Contractor at the time of award. Contractor shall comply with PD-75 in determining eligibility for employment. Contractor shall provide Department with a current list of all employees including position title and whether or not the employee has/had a felony conviction, at the beginning of the Contract year, and upon each occurrence.

Contractor agrees to provide a completed TDCJ Non-Employee Background Questionnaire for each of its current and future employees and subcontractors who work under this Contract in locations where the Department's data is stored and processed, in order that a Texas Crime Information Center/National Crime Information Center (TCIC/NCIC) criminal history check can be performed by the Department.

A background investigation, to include a NCIC and TCIC records check, will be conducted by the Department for each employee (including consultants, independent contractors and their employees and agents who work on a routine basis) prior to being assigned by Contractor to perform work at a Facility.

Contractor shall receive a written notification from the Department indicating pass status on the criminal history check prior to allowing the employee/subcontractor access to areas where the Department's data is stored or processed. Contractor also agrees to ensure that no persons working for Contractor or subcontractors whom have not received TCIC/NCIC criminal history clearance from the Department will be allowed in areas where the Department's data is stored or processed without an authorized Department escort.

Replacement by Contractor of an employee/subcontractor performing under this Contract shall be at the discretion of Contractor provided the replacement staff passes a TCIC/NCIC criminal history check by the Department. Failure to secure the written notification from the Department regarding pass/fail status, prior to replacement, may constitute grounds for termination of this Contract.

### C.3.3 Other Requirements

A. The Contractor will have complete end-to-end responsibility to assure operational and quality service, including but not limited to, any necessary interfaces with the regulated common carrier, etc., and the availability of the required central office facilities. Contractor will be responsible for all cost associated with compliance with the ADA as it relates to access to public telephones.



B. Contractor shall describe in detail any Disaster Recovery Plan in place that would provide for the recovery of data in the event of system failure, a catastrophic event, a natural disaster or other event that causes loss of the system or data. In the event of a database or central processor failure, all Offender telephones shall retain all capabilities, restrictions, validations, and system integrity. The plan shall provide proof that the OTS will be restored to the exact configuration and restrictions as prior to system failure, and that all records are restored. TDCJ accepts no liability for equipment damaged or destroyed by natural disaster, lightning strikes, misuse of equipment, fire, social insurrections; etc. The Department shall have no responsibility or liability and shall be held harmless for all costs for any call billing, charges, payments, uncollectible charges, or fraud under this Contract. The Department shall not be held liable for any potential revenue loss due to any decision on the part of the Department to disconnect third party call after detection or for any other limitation of services or access including but not limited to disciplinary actions and lockdowns.

C. All information, applications, services and databases associated with this Contract are the property of the Department and will not be given, sold, or used for any other purpose outside of the OTS without express written consent from the Department. Upon termination of the Contract, data will remain with or be transferred to the Department.

D. The Department expects to hold regular performance meetings with the Contractor. These meetings will occur monthly. The Department requires the Contractor to be responsive to the Department's customer service needs, including needs of the called parties.

#### E. Account Requirements

##### 1. Offender Accounts

Offenders will be allowed to have a prepaid telephone account. Funding for Offender prepaid telephone accounts will be allowed through either direct funding by friends and family to Contractor, or by Offender purchase of prepaid funds through the Department's commissary system. All funds in the Offender debit account belong to the Offender; refunds to friends and families will not be allowed. Procedures for determining and providing refunds to Offenders are described in Exhibit J.7, TDCJ Offender Debit Refund Overview.

##### 2. Called Party Accounts

The Contractor will clearly state all ancillary fees and account policies (account maintenance fees, deposit fees, statement fees, etc.). The Department requires that inactive accounts be refunded to the account holder, at no charge, or reactivated at the request of the account holder (to be used and not left inactive) provided the request for refund or reactivation is received by the Contractor no later than one (1) calendar year from the date of determination of inactive status. Monies from refund checks that are returned to Contractor and unclaimed funds will be turned over to the State through the escheatment process. The request for refund shall be allowed to be made in a convenient format, such as Interactive Voice Response (IVR), staff assisted call, mail or fax, or via website with reasonable security measures in place to verify the identity of the account holder. Any activity and amounts related to the Department's Contract will be reportable to the Department. The Contractor will be responsible for proactively contacting parties whose account is nearing inactivation and notifying them of their options.

The Department requires the Contractor to identify the following account fee requirements:

- Credit card/check by phone
- Funds deposited by personal check or money order
- The customer cost or recovery fee if the customer needs a copy of the mailed statement

- Statements printed from the internet
- Direct billing of collect calls to the called parties and associated statement fee
- Called parties may "opt out" of direct billing and may choose the prepaid billing option which does not include a statement fee
- Account initiation fees and maintenance fees charged to the customers

If customers choose or are required to move to the prepaid billing option, the direct billing option will no longer be available to the customers. The Contractor may choose to restrict, deny, or cancel direct billing arrangements with the called parties at any time as long as such actions are necessitated by legitimate business reasons such as invalid address, fraud prevention, a history of bad debt, or a previous attempt of fraudulent use of the system.

Billing and account management should be easy to use and understandable. The description shall include whether the Contractor direct bills the called party for collect calls or whether billing is performed by a third party or Local Exchange Carrier (LEC). If the LEC or third party is responsible for the billing of collect calls the Contractor shall identify all such parties within the Department with which they have this agreement. A toll free customer service number shall be provided for all billing entities. The Contractor is responsible for handling all customer complaints related to the OTS.

The Contractor shall not restrict the pre-paid account holder from receiving the full dollar amount of services up to the balance held by the Contractor. The Contractor shall describe the process for a customer to initiate a pre-paid account that shall include all policies, customer requirements and the minimum deposit required. Procedures to receive refunds shall also be provided.

#### F. Registration Requirements

Potential called parties shall register through a Contractor provided process to receive calls from Offenders. Individuals registering to receive calls shall follow the identification process as mutually agreed between the Contractor and the Department. The identification information shall be validated by the Contractor before the registration process will be completed. The registration shall be recorded and include a positive affirmation that the caller is the registered owner of the phone from which the call is being made and will allow Offender phone calls to that location.

##### 1. Called Party Registration Requirements:

- The registered owner of the phone that will receive calls from the Offender
- Will allow Offender calls to this phone
- Agree to allow an Offender to call the phone
- At least eighteen (18) years old
- Will not forward calls, make three-way calls or use a speakerphone on calls received from the Offender
- Understand that eligible Offenders are not allowed to speak to any adult that is not listed on their Approved Calling List

Should the identification fail to validate, the party should be directed to an alternative registration process form with which to provide required information and submit with a copy of his/her phone bill and driver's license/state identification card or other forms of identification as agreed by the Contractor and the Department.

In regard to alternative identification documents, the Department will not accept faxed copies of phone bills as proof of identity and insists that the Contractor verify that copies submitted are

legible. The Department also expects that this documentation will be readily available in the event that it is needed for investigative or prosecutorial purposes.

Friends and family members of Offenders wishing to receive calls will be required to register with the Contractor using the mutually agreed upon Approved Calling List Registration process. The Department will not be responsible to supply or validate phone numbers at any time. The Contractor is required to coordinate with the Department on validation of all telephone numbers against victims databases and the appropriate state bar association if an attorney number is given.

The Department will furnish a daily electronic file with the names, TDCJ number, and location of Offenders which are eligible to make phone calls. It will be the Contractor's responsibility to compare the list of eligible Offenders against the list of enrolled Offenders and locate, and subsequently enroll, within a reasonable time period, the Offenders that have become eligible but are not enrolled. The Department will not be responsible for tracking individual Offenders through the system.

Each eligible Offender will be supervised, enrolled/re-enrolled and verified, in person, by the Contractor's personnel. The Contractor will ensure during the voice biometric enrollment/re-enrollment process that the "Offender Enrollment" utterance only includes the Offender speaking his/her first name, last name and middle name/initial, if desired, as currently on record in TDCJ and the "Facility Enrollment" utterance only includes the Offender speaking "Texas Department of Criminal Justice". The Contractor's enrollment responsibilities include positive verification of the offender's identification, maintenance of a log detailing Offender's information and person responsible for enrollment.

The Contractor will be responsible for all initial and ongoing enrollments (to include the intake facilities). The Department does not have personnel available to supervise enrollment activities, either initial or ongoing as previously ineligible Offenders become eligible. The Contractor will be responsible for developing and implementing a supervised enrollment plan that will assure that all eligible Offenders are enrolled within a reasonable amount of time after becoming eligible. There will be no unsupervised enrollment method (self-enrollment) allowed.

The Department realizes that it would not be prudent for the Contractor to keep sufficient resources to staff each facility every day. The Contractor is ultimately responsible for determining the staff necessary to meet the enrollment requirements of the Department.

## 2. Attorney Registration Requirements

Attorneys will be required to send a notice on their letterhead to the Contractor that includes the following information:

- Attorney name
- Attorney telephone number
- Attorney state bar association number, State of registration, and state bar association telephone number, if not Texas Bar Association
- The list of Offender names/TDCJ numbers that the attorney represents
- A statement that the attorney has an attorney-client relationship with the listed Offenders.

The Contractor will use the attorney's state bar association number and telephone number to validate that they are an attorney. Such information obtained during verification shall be updated on a regularly scheduled basis. The Contractor is responsible for validating the authenticity of each attorney prior to placement into the system database.

All attorneys will be enrolled in the same method as called parties. The Contractor will be responsible for verifying all attorney numbers submitted against the relevant state bar attorney phone lists.

#### G. Problem Resolution Forms

The Contractor shall provide computers, or equivalent equipment, capable of receiving and printing inbound messages via Internet e-mail, as well as scanning and transmitting to the Contractor outbound OTS Problem Resolution Forms (PRFs). At a minimum the computers shall be located in the mail room of each facility that houses Offenders eligible to use the OTS. The Contractor will also be responsible for maintaining all equipment, as well as maintaining a reasonable supply of consumable items, including but not limited to PRFs, toner cartridges, and paper, required for the proper and intended function of such equipment.

The computers or equivalent equipment will be capable of scanning and easily transmitting pre-printed PRFs, supplied by the Contractor, to such location as the Contractor specifies. Any change to the content or paper color of the PRFs will need to be approved by the Deputy Director of the Correctional Institutions Division. The OTS Contract Monitor will coordinate the approval. These forms will be used as the primary reporting mechanism for questions or problems that Offenders may have with the OTS. An initial response, if not the problem resolution itself, shall be made by the Contractor within one (1) business day of submission of any PRF. The response will be to the computer at the mailroom of the facility where the Offender is located. There will be no charge allowed for the transmission or response of a PRF.

### C.3.4 Implementation, Installation, System Initiation, Testing and Acceptance

#### C.3.4.1 Implementation

It is understood and acknowledged by the parties that the work cannot be efficiently completed without the use of competent project plans, updated frequently and utilized by the Contractor for the planning, management, and coordination of the work. Therefore, the requirements of this Contract as to scheduling and reporting, as well as time limits for completion of the work, are of the essence. The Contractor shall provide the Implementation Plan within thirty (30) days of Contract award.

The Department will provide written acceptance of an approved Implementation Plan prior to commencement of any work. Contractor shall provide a clearly tabbed and detailed Implementation Plan and Schedule to include all sites identified in the Site List. Synopsis of each deliverable shall include staff requirements, length of time required per deliverable, and timeline.

The Contractor will use calendar days with the effective date of this Contract being day one (1). The Implementation Plan shall include a schedule that includes a timeline in which all system components shall be completely installed and fully functional by designated facilities on the Site List.

The Implementation Plan shall include at a minimum the following deliverables or sections.

- Introductory 'kick-off' meeting
- Planning (site plan by location)
- System Design
- Security Plan Documentation (access/data)

- Project Schedule (Timeline)
- Implementation Communication Plan (Weekly status meetings, Status Reports, etc.)
- Stakeholder Register
- Issue Log to be maintained throughout the project lifecycle
- Risk Log with mitigation strategy
- Staffing Plan - Number of staff dedicated to the project by job title and job description.
- Plan shall include the Contractor's expectations of both Contractor and Department staff. A dedicated Project Manager (single-point-of-contact) shall be assigned and included in the staffing plan through implementation and 'go-live'
- Infrastructure procurement and installation
- Equipment specifications, procurement and installation
- Training
- Test Plan
- Delivery and Acceptance
- Database Management
- Offender Enrollment
- Registration of potential called parties
- Go-Live
- Updating
- Reporting
- System Management
- Documentation (System design, training manuals, etc.)
- System Maintenance and Support
- Transition plan (period of transition – see F.4)
- Acceptance Plan (Per location and Project closeout)

#### Transition

The Implementation Plan will include a Transition Plan for existing services to be transitioned and new services to be implemented. The Contractor's Transition Plan may be adjusted as deemed necessary and approved by the Department's Contract Monitor. This plan will be designed to provide for seamless transition with minimal interruption of services to Offenders.

The Transition Plan will also include a detailed explanation of the following but not be limited to:

- Procedures for transition of service/equipment from the existing Offender telephone service to the new Offender telephone service
- Times when telephone instruments and video visitation stations will be operational identifying possible "down time" of existing services
- Service coordination requirements between the Contractor and Local Exchange Companies (LEC's) as applicable
- Any software programming and preparation for installation of equipment, as required
- Data migration plan of all information related to but not limited to:
  - Friends and Family registration
  - Offender registration
  - Offender voice biometrics.
  - Attorney registration
  - Blocked phone numbers

Due to the size and complexity of the anticipated system(s), the Contractor will be allowed a period of transition beginning on the date the Contract is executed in which to install and

implement the utilization of its own technology system. The Department realizes that some "down time" may occur during this transition, and Respondents shall propose a plan that reduces this "down time" to allow for a smooth progression to the proposed services. Once accepted by the Department, there will be no changes made to the final Implementation Plan and Transition Plan unless a request is submitted in writing and approved by the Contract Monitor.

During the transition period, the successful Contractor shall operate its systems in parallel with any existing system which the current Contractor will not have yet removed. The objective of the "parallel operation" is to allow Offender telephones to remain operational during normal operational hours to the greatest extent possible during the transition period. The successful Contractor will be required to work closely with the Department to ensure that the transfer of responsibility, from the current Contractor to the successful Contractor, for Offender telephone service at each institution is carried out as smoothly as possible. In addition, the Department will work cooperatively with the Contractor to create and maintain an information flow in accordance with other provisions of the awarded Contract and the parties shall utilize best efforts to resolve all issues that may or could occur from such parallel operation, including, but not limited to data sharing and an agreement on a conversion schedule.

#### **C.3.4.2 Installation**

The Contractor shall be responsible for the complete engineering and installation of the OTS, including all station and other hardware as called for in these specifications.

The Contractor will install the system utilizing generally accepted telephone industry installation practices.

All mounting units, such as racks, terminal cabinets, distribution closets, and backboards, will be equipped with terminal connections to which all entering cables shall be wired. Terminal connections will be placed as near as possible consistent with accessibility to a point where cables would normally enter.

Any splices in the system wiring shall meet current EIA/TIA (Electronic Institutional Association/ Telephone Institutional Association) specifications.

The Contractor shall comply with all city, county, state, and federal codes, rules, regulations, and/or agencies, regarding the installation of the system including furnishing the necessary labor and materials to meet the above codes. The Contractor shall furnish all licenses and permits, etc. required for the installation of the system. The Contractor will install the system utilizing the generally accepted latest ANSI/NEC/EIA/TIA (American National Standards Institute / National Electrical Code) installation practices.

The Contractor shall provide the Department with a complete record of the cable counts and station numbers. The Contractor shall provide the Department with "as-built" drawings for all infrastructure modifications, installation, and new equipment rooms/buildings. All cabling shall be labeled at each end per ANSI/TIA/EIA.

The Contractor shall provide all labor to engineer and install all equipment as defined, prepare software database, test and cutover the system as specified.

#### **Hardware Removal and Disposal**

The Contractor shall be responsible for the de-installation of existing nonproprietary equipment following the installation and testing of new equipment. The Contractor, following de-installation

of the existing nonproprietary equipment, shall provide TDCJ with a list of inventoried equipment for disposition.

### C.3.4.3 System Cabling

The Contractor shall be responsible for providing, both inside and outside plant wiring to include all labor and materials required for proper system functioning. All cabling will be placed in conduit. All exterior, exposed conduit will be rigid. Within buildings, EMT with compression fittings, may be used, when placed above twelve (12) feet in height. Conduit below twelve (12) feet in height should be rigid conduit. Conduit will be used in the tunnel, spine and pipe chase areas. Conduit shall be sized as per NEC fill codes (minimum three fourths (3/4) inches). Conduit brackets and support should be per NEC standards. All PSP applications will be in Schedule 40 PVC conduit unless OSP, direct burial, PE-89, filled, gopher resistant cable is used. All direct burial cable will be at a minimum of twenty four (24) inches deep with a three (3) inch marker tape installed at twelve (12) inches above the cable.

All new inside wire provided from distribution closets to stations will be, at a minimum, category 3, 4 pair, 24 AWG plenum white inside wire for voice applications and category 5E, 4 pair, 24 AWG, plenum, blue for data applications.

All jacks will be RJ11 for voice applications and RJ45 for data applications.

The Contractor shall be responsible for providing all inside wiring for the OTS for new buildings added to each facility and any major changes in housing units.

The Contractor shall be responsible for providing all voice, data, and outside plant cabling required for a proper functioning system. Cabling and infrastructure shall be secured to prevent unauthorized access or abuse.

Outside plant cabling is to be PE-89 24-AWG filled direct burial type cable. These cables are to be terminated with lightning protectors and equipped with sheath bonds and grounds as per ANSI/TIA/EIA specifications.

The Contractor shall provide the metallic conduit in new or existing buildings for cabling.

All cables, wires, and equipment will be firmly held in place. Fastenings and supports must be adequate to support their loads with ample safety factors. All cables outside of equipment room shall be in metallic conduit.

The Contractor will coordinate with the Department before beginning or initiating any construction work. The Contractor shall use due diligence and follow standard industry practices when digging, excavating, and/or boring underground. Due diligence includes, but is not limited to, conducting surveys with Department personnel to identify all known utilities and other facilities in the path of construction; using probes and or underground locating equipment to determine the location and depth of underground utilities; taking due precaution to ensure Department utilities or facilities are not inadvertently damaged; and completing the Site Pre-Dig Safety Meeting Attendance Sheet (Exhibit J.8). Contractor shall also contact 1-800-DIG-TESS a minimum of forty-eight (48) hours before excavation begins to notify third parties (gas, water, power, etc.) of proposed excavation.

The Contractor will be responsible for replacing, restoring, or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, etc. caused by Contractor's personnel and operations, provided those facilities are made known, or the Contractor should have known, of their existence. Repairs will be done only by technicians

skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality and are subject to final approval of the Department.

The Contractor shall act as the agent of record to the local telephone company on behalf of the Department for Offender telephone service for each site. This statement in no way conveys that the Contractor will act as the agent of record regarding any services other than for the Offender telephone service.

#### **C.3.4.4 Testing and Acceptance**

Final system design and software database shall be approved by the Department prior to system initiation. Contractor will test the software database, network facilities, switching systems, and all hardware and software components to ensure each and every system feature and service is functioning and operational to the Department specifications and requirements. Contractor will provide test results to the Department prior to implementation. The Department shall provide final approval in writing prior to 'go-live' operations.

The purpose and net result of the acceptance test is to determine that any equipment installed under the Contract meets the technical and functional requirements outlined. A system considered "acceptance test ready" is defined as a system that has completed a full system test with no identified material defects.

Contractor shall conduct an operational system test of the proposed system and certify, in writing, that the system is ready for acceptance testing and will perform in accordance with the requirements stated in this Contract. The Contractor shall ensure that the system and each module of the system operates according to specifications before turning the system over to the Department. Department personnel will not debug modifications for the Contractor.

The Department will have ten (10) business days to test all aspects of the system to ensure it is functioning as specified. If any aspect of the system fails to function as specified, the Contractor will be given five (5) business days to correct the malfunction. The Department will have another ten (10) business days to test and accept the system.

If the Contractor fails to correct defects after a second five (5) day period, the Department reserves the right to require replacement of the system.

Acceptance testing shall not in any way relieve the Contractor of its responsibilities to correct any defect during the life of the Contract.

Prior to final acceptance by the Department, the Contractor shall have satisfactorily completed the training program for system administrators and Offenders as specified in Section C.3.5 Training.

#### **C.3.5 Training**

The Contractor will provide initial and periodical, onsite training of officers, administrators, and investigators utilizing the system. The training will be customized to meet the needs of different user levels (monitors, administrators, investigators, security threat group personnel). The Contractor will provide training materials (manuals, DVDs, videotapes) will be left at each site to facilitate training new personnel as needed. The Department expects these training materials to be refreshed as updated trainings are developed.



Training classes should be tailored to the need of the user. The Department will take reasonable steps to aggregate those who need similar training on a local level in order to optimize class size.

The Contractor shall provide training throughout the term of the Contract within fifteen (15) days for each of the Department's requests for the training. Bilingual training shall be available when required.

In the case of a system upgrade that involves procedural changes in placing calls and/or administration of the system, the Contractor shall provide additional on-site training for systems administrators and Offenders as needed.

#### **C.3.5.1 System Administrator Training**

Thorough live, hands-on instruction for all system administrators will be provided by the Contractor, on premise of each site, with emphasis on all features and system design prior to system initiation. Operational manuals, either paper or electronic, shall be provided.

Contingent upon the number of eligible Offenders per facility, the Contractor will conduct systems administrator training on the operation of the features, management, and utilization of the system, including the Digital Recording System. Training will be provided to Department staff at other locations to include but not be limited to regional offices, administrative locations and contractor monitor site.

Training will include software programming as required for adding, deleting, or changing PBI's, PINs and Offender's allowed call telephone number lists, blocking numbers from being called by Offenders, proper record keeping, monitoring, and trouble reporting procedures.

#### **C.3.5.2 Offender and Called Party Training**

##### **A. Offender Training**

The Contractor may be required to conduct Offender training on how to place calls. Contractor may utilize a video presentation that can be shown to a controlled group of Offenders or those unable to read or comprehend written literature. Training should occur within a reasonably short period of time prior to implementation of the system at each site. Training materials may be in the form of brochures or other printed materials sent to the person at the address identified on the call list. Printed materials shall be available in both English and Spanish. Bilingual training shall be available when required.

Instructions for placing a call shall also be printed on each Offender telephone in both English and Spanish. Additionally, all telephones shall be labeled indicating calls may be monitored and recorded.

##### **B. Called Party Training**

Training shall also be provided to the persons identified on the Offender approved call list. Explanation of the telephone system usage, account management, and rates will be provided as well as a customer service, twenty-four (24) hours a day, and seven (7) days a week (24x7) toll-free number. Training materials may be in the form of brochures or other printed materials sent to the person at the address identified on the call list. Printed materials shall be available in both English and Spanish.

### C.3.5.3 Post-System Initiation Training

During the first five (5) days after system initiation, the Contractor shall have available at least one (1) training person for retraining and consultation for both system administrators and Offenders to include equipment and procedures.

This employee shall not be the service technician installing the system and shall have experience in conducting training classes.

### C.3.6 Maintenance and Support Requirements

The Contractor shall acknowledge that the OTS and eMessaging systems are a revenue stream for the Department. The Department requires that any system failure shall be restored to full capacity within the resolution time required by Attachment J.4, Contract Performance Measures.

The Contractor shall establish system redundancy and shall coordinate an approved system outage window for an annual failover test. Within two (2) weeks of test completion provide Contract Monitor with the adequate documentation to demonstrate the successful test results.

Maintenance and support requirements apply to the entire OTS system design to include but not be limited to all infrastructure, equipment, component parts, software and peripheral equipment such as the DRS and UPS. The Contractor shall be responsible for the immediate replacement of all inoperative, damaged or defective equipment regardless of cause of damage.

The Contractor will be solely responsible for troubleshooting problems and providing all service and maintenance with no technical assistance from Department personnel. Additionally, the system shall be designed to constantly monitor itself and to immediately notify a repair center if a fault or failure is detected. Site OTS shall be programmed to shut-down upon site DRS failure.

To assure a satisfactory level of support, the Contractor shall provide dedicated, administrator/technicians for each site identified in the site list to include regional offices and administrative locations. The Contractor shall supply a toll free dispatch telephone number, web access, and/or email address for placement of service calls twenty-four (24) hours a day, seven (7) days a week. Administrator/technicians shall be available during OTS operational hours as well as after hours to repair or replace equipment, whichever time is most convenient to the facility.

#### Trouble report Procedures/Performance Requirements

- The Contractor Service Representative who has been assigned the trouble ticket shall issue a trouble ticket number to the Department staff that placed the trouble report.
- The Contractor shall respond to the trouble report in a timely manner and provide Resolution according to the requirements stated in Exhibit J.4, Contract Performance Measures. Resolution is defined as full repair and system functionality.
- Any Offender calls not being recorded as needed or as programmed due to a failure of the DRS.

#### Failure of the OTS to retain system programming parameters

- Each facility's outgoing circuit bandwidth shall remain operative at all times as governed by Exhibit J.4.
- Each facility's telephones shall remain operative at all times as governed by Exhibit J.4.

- The OTS website shall remain accessible at all times; except for those periods where scheduled or emergency maintenance is being conducted.
- All workstations and workstation printers at all locations shall remain operative; except for those periods where scheduled or emergency maintenance is being conducted.
- All eMessaging CPUs, monitors or printers/scanners shall remain operative; except for those periods where scheduled or emergency maintenance is being conducted.
- Offender Telephone Assistance Requests will be processed and responded to in the mutually agreed timeframe.

Trouble report procedures shall also be incorporated in the training curriculum.

### **C.3.7 Commission Requirements**

Commission information will include all information necessary for auditing in accordance with the rate structure.

The commission cycle will be a maximum of thirty (30) days from date of first completed call. The cycle length should be from the first to the last day of the month. Commission shall be prorated the first month of service.

Contractor will provide commission revenue data in a spreadsheet format (Microsoft Excel) via a CD or from the system itself. The format will allow Department to find specific data and create reports by using a query method to retrieve the data. The procedure will be uncomplicated and easy to use. The Contractor will provide written instructions on how to use query and report functions.

Data required by Department shall include, but not be limited to, the following fields:

- Date, time and telephone numbers called
- Duration of call
- Gross revenue by location and total gross revenue
- Offender identification information
- Facility for originating telephone call
- Total number of minutes used.

### **C.3.8 Contractor Quality Control Plan**

The Contractor will submit to the Department a Quality Control Plan for monitoring and assessing the success of its services. The plan will include criteria that define acceptable or unacceptable performance based on industry standards. The Contractor will ensure that outcome measures indicate results achieved. The Contractor will submit reports, in a format approved by the Department, which indicate the Contractor's performance.

Contractor will work with Department personnel to monitor performance. A quality assurance review of all assignments will be conducted before an assignment is considered complete.

### **C.3.9 Contractor Communication**

The Contractor and the Department will maintain communications to ensure project success. Contractor will be required to attend on-site meetings with Department staff. Meetings will provide a management level review of the Contractor's operations, assessment of services, discussion and resolution of problems, and coordination of the activities of all parties concerned.

Such meetings may be scheduled regularly or as needed to discuss Contract issues and concerns and exchange information between Department staff and the Contractor, review quality control plans and performance measures. Communications between parties will be achieved via:

- On-site meetings, regularly and specially scheduled
- Conference and video calls
- E-Mail
- Written status reports provided to the Department by Contractor
- Monthly Performance Outcome Measures reviews.

Meetings will be held in Austin and Huntsville or at any other designated sites (ref. Exhibit J.1).

### C.3.10 Added Value

The Contractor may propose additional services that are directly related to the OTS and may have value to this contract. All no charge added value services/features agreed upon by the Contractor and Department will remain no charge through the end of the Contract period, to include any option to renew or extend. Added value items include, but are not limited to the following:

Additional Wireless Containment System	1 site
Stationary Contraband Assess System	1 site
Mobile Contraband Assessments	10/year
Cellsense Plus Devices	110 ea
Visitation Phone Monitoring	100 pairs of phones
Video Relay Interpretation	Up to 40 hrs/mo
Wireless Containment Service Denial	
PREATrack Reporting Software	
Carrier Database Access	
Keyword Search	
PREA Line	

**SECTION D – REQUIRED REPORTS****D.1 REPORTS REQUIRED FROM CONTRACTOR**

A variety and number of reports are required to be submitted by the Contractor during the course of the Contract. These reports may be revised or additional reports may be required at the Department's sole discretion.

Contractor is required to provide standard, ad hoc, and special request reports. Standard reports (ref. Exhibit J.9) will be used by the Department to monitor day-to-day performance. Contract progress will be monitored through review and analysis of status and management reports submitted to the Department's Contract Monitor. Contractor may be required to submit examples of standard reports which are accessible directly from the system database(s).

The Department reserves the right to request optional or additional reports that may be considered "ad hoc" reports or special request reports not specifically identified in this Contract. These reports shall be delivered no later than three (3) business days from the date of request unless special circumstances exist. If special circumstances exist, e.g. the report would require special research and/or IT development, Contractor will work with the Department to provide the report in a reasonable and mutually agreed-upon timeframe.

The Department may also request revision of existing reports as deemed necessary throughout the term of this Contract. The Contractor shall adapt report/documentation formats and delivery to meet Department requirements.

Contractor shall provide electronic and/or hard copy reports no later than an agreed upon date (e.g. viewable format on-line or as batch print reports). Due to the large number of reports required by the Department, reports shall be made available to authorized Department staff and may be required to be sent to or accessed from several locations throughout the State. Due dates and Department staff receiving reports will vary dependent upon the type of report. Report titles and other field identifiers may be customizable by the authorized Department staff.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 INSPECTION OF SERVICES**

- A. The Department and other Government regulatory agencies have the right to inspect and test all Services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's operation and management of the program. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the Contract price, all reasonable assistance for the safe and convenient performance of these duties.
- B. From time to time the Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Contractor related specifically to the program, including financial records, employee records (including time and attendance records), and Offender records generated by the Contractor and its subcontractors in connection with the performance of this Contract.
- C. If subject to the outcome of an audit or inspection, it is determined that the Contractor is in non-compliance with any provisions of this Contract, and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized.
  - 1. If any of the Services are non-compliant with the Contract requirements, as identified by the Department, the Contractor shall be notified describing the specific areas of non-compliance. The Contractor shall have a twenty (20) Day period to file a written response detailing corrective action(s) taken to all items of non-compliance. The response shall include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken. Any areas of non-compliance shall be corrected within twenty (20) Days or by the date of the Department approved extension.
  - 2. If any of the Services are non-compliant with the Contract requirements, as identified by a Government regulatory agency, the Contractor shall resolve all items identified as non-compliant by the deadline established by the agency.

**E.2 INSPECTION OF PROGRAM**

- A. The Contractor shall provide and maintain an inspection system acceptable to the Department covering the programs and work called for by this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Department during Contract performance and for as long afterwards as the Contract requires.
- B. The Contractor shall provide entry at all times by the Texas Board of Criminal Justice (TBCJ) and the Department's authorized employees/agents for inspections and other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial Departments of the State, as well as any other Persons designated by the Department, including the Office of the Inspector General, shall be allowed to monitor the delivery of Services.

**E.3 MONITORING CRITERIA**

- A. The Department shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract, all Court Orders and Department Policies.
- B. The Contractor shall cooperate fully with the Department in obtaining the requisite information needed to complete such audits and to assess the quality of the Contractor's performance.
- C. Monitoring may include, but is not limited to, document reviews and on-site audits conducted by Authorized Representatives of the Department. Such monitoring by the Department shall not relieve the Contractor of any of its obligations under this Contract.
- D. The Contract Monitor and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures or operations implemented at the facility, and observations that could, if not addressed by the Contractor, become an item of non-compliance as described in Section E.1.

**E.4 AUTHORITY TO AUDIT**

- A. The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
- B. The Contractor shall ensure that this Clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.
- C. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.
- D. See Section H.8, Books and Records, concerning record retention.

**E.5 AUDITS BY OTHER AGENCIES**

Upon receipt of audits or monitoring reports pertaining to the provision of Services under this Contract that are conducted by agencies or entities other than the Department, the Contractor shall provide copies thereof to the Department within thirty (30) Days. The Contractor shall provide to the Department copies of responses to audits and/or inspections within seven (7) Days of issuance. Audits or inspections may include allegations or complaints involving program operations or the Contractor and its employees (including consultants, independent contractors and their employees, agents, and volunteer workers).

**E.6 FRAUD, WASTE OR ABUSE**

- A. In accordance with Texas Government Code, Chapter 321, the SAO is authorized to investigate specific acts or allegations of impropriety, malfeasance or nonfeasance, in the obligation, expenditure, receipt or use of State funds.

- B. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at [www.sao.texas.gov](http://www.sao.texas.gov). It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 936-437-7100, or Crime Stoppers at 1-800-832-8477.



**SECTION F - DELIVERIES OR PERFORMANCE****F.1 PERIOD AND PLACE OF PERFORMANCE**

The term of the Contract will be from September 1, 2018 through August 31, 2025. The Contractor shall be required to perform services at the Department locations identified in the Site List (Exhibit J.1), under the general supervision of assignment by the Department's authorized staff. The Department may add, delete, or change site locations, and alter configurations of current Offender populations at any site location at any time. Where any work under this Contract requires access to secured facilities by the contractor's employees/subcontractors, it shall be the responsibility of the Contractor to comply with all pertinent security requirements, which shall be supplied by the Department. It is the sole responsibility of the Department to guarantee necessary site access.

**F.2 OPTION TO RENEW**

The Department reserves the right to renew this Contract for three (3) – two (2) year option periods. The Department will notify the Contractor as per Section I.15.

The Contract will consist of a Base Period:  
Seven (7) years (September 1, 2018 through August 31, 2025)

and three (3) two (2) year renewal Option Periods:

September 1, 2025 through August 31, 2027  
September 1, 2027 through August 31, 2029  
September 1, 2029 through August 31, 2031

All work shall be completed within the Contract period, unless otherwise extended by written modification of the Contract upon agreement of the contracting parties. Contractor shall not begin performance until receipt of a written Notice to Proceed.

**F.3 OPTION TO EXTEND**

The Department may require continued performance of any Services within the limits and at the rates specified in this Contract. The Department reserves the right to extend this Contract for a ninety (90) Day period at the end of each Contract and/or renewal period for the purpose of re-advertising the Service, awarding a new Contract, and transitioning into a new Contract. The option to extend provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.16.

**F.4 TRANSITION OF CONTRACT**

In the event services end by either Contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Executive Director or designee, of the Department, until new services can be completely implemented and operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and the State to ensure a smooth and timely transition. Such transitional period shall not extend more than one hundred eighty (180) days beyond the expiration date of the Contract, or any extension thereof.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 CLAUSES INCORPORATED BY REFERENCE**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Specialist will make their full text available.

Texas Government Code, Chapter 2251, Payment for Goods and Services

**G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT SPECIALIST, CONTRACT MONITOR AND PROGRAM DIRECTOR****G.2.1 Authorized Representative**

- A. In the case of the Contractor, its President or any Vice President, shall designate the Authorized Representative in writing. The designation of the Contractor's initial Authorized Representative shall be delivered to the Department no later than the effective date of this Contract. The Contractor's Authorized Representative may designate other Persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.
- B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The TDCJ Chief Information Officer has been designated as the Authorized Representative to act on behalf of the Executive Director on all matters pertaining to the daily operations and management of the program and in compliance with this Contract. The Department's Authorized Representatives may designate other Persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.
- C. At any time, any party may designate any Person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor, by its President or any Vice President, or if on behalf of the Department, by the Executive Director. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.
- D. The Department's Authorized Representative (the Executive Director) is the only Person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any Clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director. In the event the Contractor makes any change at the direction of any Person other than the Executive Director, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

**G.2.2 Contract Specialist**

- A. The Contract Specialist for administration of this Contract is Terri Bennett, CTPM, CTCM.
- B. The telephone number for the Contract Specialist is (936) 437-7158.
- C. The facsimile number for the Contract Specialist is (325) 223-0310.
- D. The e-mail address for the Contract Specialist is [terri.bennett@tdcj.texas.gov](mailto:terri.bennett@tdcj.texas.gov).

- E. The Contract Specialist is responsible for general administration of this Contract, negotiation of any changes and final issuance of written changes/modifications to this Contract. All requests by the Contractor to modify the Contract shall be made in writing to the TDCJ Executive Director, and a copy submitted to the Contract Specialist.

### **G.2.3 Contract Monitor**

- A. The Contract Monitor is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or the State of Texas.
- B. The Contract Monitor does not have the authority to alter the Contractor's obligations or to change the Contract specifications, prices, terms or conditions.
- C. If, as a result of technical discussions, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director of the Department.

### **G.2.4 Program Director**

The Contractor shall provide a Program Director for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the Department. The Program Director shall have full authority to act for the Contractor in the performance of the required Services. The Program Director, or a designated representative, shall meet with the Contract Monitor to discuss problems as they occur.

## **G.3 COMMISSION REMITTANCE**

### **G.3.1 Remittance by Direct Deposit**

It is recommended the Contractor remit payments via electronic funds transfer (EFT), also known as direct deposit to:

Texas Department of Criminal Justice  
Cashiers Office  
Att.: Stacie Tatom-Rodgers, Program Administrator  
PO Box 4015  
Huntsville, TX 77342-4015

### **G.3.2 Late Remittance**

Commission payment for any month is due by the 20th business day of the following month. Any amount owed to the State more than one (1) business day beyond the date such amount is due shall accrue interest each day at the rate of one percent (1%) plus the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

### **G.3.3. Commission Reporting**

Commission report is due to the Department by the 20<sup>th</sup> day of the month following the month for which the revenue is due.

**G.3.4. Review of Reported Revenue**

The Contractor will review commission data with the Department each month to ensure previously reported revenue was accurate. In the event agreed commission payments for one (1) or more previous months are found to be in error, the associated payment adjustment will be made in the following month's revenue payment and without interest.

**G.4 Annual Financial Disclosure Reports**

- A. The Contractor shall have an annual audit performed by an independent Certified Public Accountant (CPA) and submit to the Contract Specialist the financial reports prepared according to Generally Accepted Accounting Principles and Auditing Standards (GAAP and GAAS) within one hundred twenty (120) Days after the end of the Contractor's fiscal year.
- B. In the disclosure of its financial affairs, the Contractor agrees to allow the Department or its representative's access to all its corporate books, to cooperate in any audits thereof and to provide the Department's Contract Specialist with 1 and 2 below:
  - 1. Consolidated financial statements such as are required by GAAP of the Contractor and its affiliates for such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail and certified by independent CPA's of recognized standing to the effect that said financial statements fairly present, except as specifically stated, the consolidated financial position and result of operations of the Contractor and its affiliates as of the end of the year for the year involved, and a statement signed by a senior accounting or financial officer of the Contractor that such officer has no knowledge, except as specifically stated, of the occurrence and continuance of any Event of Default or event which, with the time or the giving of notice, or both, would constitute an Event of Default (as defined in Section I.3.1) or, if such circumstance does exist, specifying the nature and extent thereof and the actions proposed to cure same; and
  - 2. Copies of any "management letters" (as that term is understood pursuant to GAAP and GAAS) received by the Contractor following any such audits.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 INSURANCE REQUIREMENTS

- A. Prior to the approval of this Contract by the Department, the Contractor shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the Department. It is recommended that coverage be with a company or companies having both, a Financial Strength Rating of "A" or better and Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.
- B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.
- C. Upon request, the Department shall be entitled to review without expense, copies of the redacted policies and all endorsements. Copies and changes to the initial insurance certificates, including extensions, renewals, cancellations and revisions shall be submitted to the Contract Specialist within thirty (30) Days of the effective date.
- D. Subject to the Contractor's right to maintain reasonable deductibles, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage in the following type(s) and amounts:
1. **Workers' Compensation** with statutory limits; **Employers Liability** with minimum limits for bodily injury:
    - a. By accident, \$1,000,000 per each accident; and
    - b. By disease, \$1,000,000 per employee with a per policy aggregate of \$1,000,000.
  2. **Commercial Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence.
  3. **Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
    - a. Civil Rights Liability shall be provided with the same liability limits. It may be included with the General Liability policy or written on a separate policy.
    - b. The Department shall be named as an additional insured by using endorsement CG2026 or broader.
  4. **Professional Liability** (only if professional services are needed) including coverage for the rendering of, or failure to render, professional services with minimum limits of \$1,000,000 per occurrence, \$3,000,000 annual aggregate. Coverage to include errors and omissions.

5. **Commercial Crime Insurance** to cover losses from Employee Dishonesty with a minimum limit of \$1,000,000 each occurrence endorsed to cover third party property. The Department must be joint loss payee.

**NOTE:** If the insurance described in 3 or 4 above is written on claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of the Contract and acceptance by the Department. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.

### H.1.1 Required Provisions

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions:

- A. Include the Department and its officers, employees and elected representatives as additional insured to all applicable coverages.
- B. Waive subrogation against the Department, its officers, employees, and elected representatives for bodily injury (including death), property damage or any other loss, to all applicable coverages to the extent caused by CenturyLink.
- C. Provide that the Contractor's insurance is the primary insurance in regards to the Department, its officers, employees and elected representatives.
- D. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies to the extent coverage is commercially standard.
- E. Ensure that all certificates of insurance identify the Service or product being provided and the name of the responsible party.
- F. The Contractor, through an insurance agent licensed by the State of Texas, shall obtain all insurance coverage and an insurance company authorized to issue such coverage in this State shall provide such coverage. No "self-insurance" coverage shall be acceptable. All policies shall include a provision requiring at least thirty (30) Days prior written notice of cancellation to the Contractor with contractor providing a copy of such notice to the Department within ten (10) business days.
- G. All insurance coverage obtained by the Contractor shall continue in full force and effect during the Contract Term. No contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the contract. Proof of insurance policies must be delivered prior to the Service Commencement Date.
- H. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, which shall be maintained at commercially reasonable levels.
- I. The Contractor is responsible for the first (1<sup>st</sup>) dollar defense coverage. All general liability and policies shall provide defense in addition to the policy limits.

- J. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.
- K. As respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

## H.2 SUBCONTRACTORS

- A. The Contractor may subcontract for the performance of any of its responsibilities to provide Services pursuant to this Contract.
- B. No subcontract may be entered into unless the Department provides prior written approval, which approval may not be unreasonably withheld.
- C. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an Authorized Department Representative. The Contractor shall submit a written request with supporting documentation for approval, by the Department, as soon as possible.
- D. The Contractor shall furnish to the Department copies of all subcontracts, without regard to the amount of annual payments.
- E. Any arrangement by the Contractor with an affiliate or member company to provide Services for the Program shall be subject to the subcontractor provisions of this Section.
- F. No contractual relationship shall exist between the Department and any subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the Contractor.
- G. The Contractor shall be responsible for the management of the subcontractors in the performance of their work.
- H. A subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audits or any other discussions except at the request of the Department.
- I. Unless waived in writing by the Department, the subcontract shall contain the following:
  - 1. An acknowledgement that the subcontract is subject to the Contract between the Department and the Contractor (the "Master Contract").
  - 2. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and Services being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Department under the Master Contract.
  - 3. The Department's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.
  - 4. The Department shall be deemed a "third party beneficiary" to the subcontract.

5. The subcontract shall contain the required Authority to Audit Clause referenced in Section E.4, and the required Non-Discrimination Clause referenced in Section I.12.

### **H.2.1 Insurance**

The Contractor shall require all subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

### **H.2.2 Historically Underutilized Business (HUB)**

The Contractor shall make a good faith effort to award necessary subcontracts to HUBs in accordance with Texas Government Code, Sections 2161.181, 2161.252(b), and Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285. Pursuant to the Statewide Procurement Division HUB Rules, Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285, the Contractor shall submit a HUB Subcontracting Plan (HSP) as part of the proposal submission, as well as make a good faith effort to implement the HSP. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.

### **H.3 TRANSITION**

- A. Upon termination of this Contract, the Contractor agrees to work with the Department under the Department's management supervision for a period of sixty (60) Days, prior to the expiration of the Contract, to ensure the orderly transfer and efficient transition from current Contractor management to either the Department management or management by a third party of the program.
- B. During this transition period, the Contractor shall transfer all Offender records to the Department if requested to do so by the Department. In the event the Contractor requires copies of any records after Contract expiration and program management transition, the Department will furnish copies to the Contractor at the Contractor's expense.

### **H.4 RESERVED FOR FUTURE USE**

### **H.5 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS**

- A. The Contractor shall comply with Texas Government Code, Section 2155.4441, relating to service contract use of products produced in the State of Texas.
- B. In performing Services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

### **H.6 CRIMINAL HISTORY INFORMATION COMPLIANCE**

The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information regarding Offenders and former Offenders known as "criminal history information." Criminal history information means information collected about a Person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Department provides the Contractor with



criminal history information, the Contractor agrees to comply with the confidentiality requirements of 28 CFR 20.21; 42 U.S.C. 3711, et seq., as amended; and Texas Government Code, Section 411.083; and with the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Contractor agrees and acknowledges as follows:

- A. The Department hereby specifically authorizes that the Contractor may have access to criminal justice history to the extent such access is necessary or appropriate to enable the Contractor to perform the Services contemplated herein.
- B. The Contractor agrees to limit the use of such criminal justice information for the purposes set to herein.
- C. The Contractor agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules and regulations, and return or destroy such information when it is no longer needed to perform the Services contemplated herein.
- D. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

#### **H.7 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION**

- A. The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information, other than criminal history information, that is confidential pursuant to federal or state laws, rules, or regulations, or that is personal information considered to be "sensitive." The Contractor agrees that such confidential or sensitive information shall only be used for the purpose of performing Services contemplated herein. Such information shall not be disclosed, copied or transmitted for any purpose other than for the performance of Services contemplated herein.
- B. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

#### **H.8 BOOKS AND RECORDS**

All records and documents pertinent to the Services contracted hereunder shall be kept for a minimum seven (7) years after the expiration or termination hereof. If any litigation, claim, or audit involving these records begins before the retention period expires, the Contractor must

continue to retain said records and documents until all litigation, claims, or audit findings are resolved, meaning that there is a final Court Order from which no further appeal may be made, or a written agreement is entered into between the Department and the Contractor.

#### **H.9 ORGANIZATIONAL AND NAME CHANGE**

The Contractor shall submit written notification to the Department within thirty (30) Days of any changes in the Contractor's name, address, telephone number, facsimile number and/or e-mail address with an effective date of such change. The Contractor shall submit to the Department a copy of any registration "to do business as," "DBA," or "also known as," "AKA," and any legal corporate name change filed with the Secretary of State.

#### **H.10 FREE EXERCISE OF RELIGION**

The Contractor is prohibited from substantially burdening an employee's or Offender's Free Exercise of Religion.

#### **H.11 DELAY OF SERVICES**

The Contractor shall meet its obligations to commence services at the facility within the time frames defined by the Contract. In the event the Contractor fails to meet those time frames as defined by the Contract, absent force majeure events and/or extensions from the Department, the Department will have the right to calculate reasonable revenues that are lost and charge the Contractor for each day the facility is inoperable due to delays caused by the Contractor's nonperformance (Exhibit J.4). The Department will provide written notification to the Contractor by certified mail, return receipt requested, of the charges which will include the date of imposition and the amount that was accrued daily as the date of the notification.

#### **H.12 RESERVED FOR FUTURE USE**

#### **H.13 SECURITY**

The Contractor's employees and representatives, vehicles and equipment must be under security surveillance at all times and are subject to inspection at any time while on state property. The Contractor agrees to abide by all Department Policies and unit rules and regulations on state property. These rules, in part, prohibit the introduction of alcohol, narcotics, weapons, gambling paraphernalia, pagers and cellphones to any state property. This includes having these items in personal vehicles of on-site employees. The Contractor's employees may not carry more than \$25.00 in cash into any Department Facility. Tobacco products are strictly prohibited on TDCJ units, but are allowed in the personal vehicles of on-site employees or in designated smoking areas. All vehicles must be kept locked when not in use and the Contractor's employees must stay with the vehicle when it is unlocked.

**SECTION I - CONTRACT CLAUSES****I.1 RESERVED FOR FUTURE USE****I.2 ADVERTISING OF AWARD**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

**I.3 DEFAULT AND TERMINATION****I.3.1 DEFAULT BY CONTRACTOR**

Each of the following shall constitute an Event of Default on the part of the Contractor:

- A. A Material Failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- B. A Material Failure to meet or comply with Department Policy, federal or state requirement or law, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- C. The Contractor's Material Failure to comply with any Department Policy for which the Contractor has been expressly required to comply and for which the Contractor has not received a prior written waiver from the Department, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- D. Insolvency of the Contractor as evidenced by any of the following occurrences:
  1. Its inability to pay its debts;
  2. Any general assignment for the benefit of creditors;
  3. Any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) Days;
  4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) Days; or
  5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) Days after issue or levy.
- E. The discovery by the Department that any statement, representation or warranty in this Contract is false, misleading, or erroneous in any material respect; or

- F. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

### **I.3.2 Further Opportunity to Cure**

- A. If an Event of Default of the type specified in Section I.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) Days allowed in Section I.3.1 but that such Event of Default can be cured through a diligent, ongoing, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three (3) months, then the Contractor may, within the twenty (20) Day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The decision of the Department will be communicated in writing to the Contractor.
- D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) Day time period shall be tolled during the period of time the request is pending before the Department.

### **I.3.3 Remedy of the Department**

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify, in writing, the Contractor of such Event of Default, and subject to the provisions of Section I.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

- A. Reducing its claim to a judgment;
- B. Exercising a Termination for Default.
  - 1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.
  - 2. The Department will have no further obligations to the Contractor after such termination and the Contractor shall comply with Section H.3 with respect to the transition to new management.
  - 3. The Department may also acquire, in the manner the Department considers appropriate, services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those services.
  - 4. The Department shall not be liable for any increase in costs if the failure to perform the Contract arises from and without the fault or negligence of the Contractor as follows:

- a. Acts of God or of the public enemy,
- b. Acts of the State in either its sovereign or contractual capacity,
- c. Fires,
- d. Floods,
- e. Epidemics,
- f. Quarantine restrictions,
- g. Strikes,
- h. Freight embargoes, and
- i. Unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

#### **I.3.4 RESERVED FOR FUTURE USE**

#### **I.3.5 RESERVED FOR FUTURE USE**

#### **I.3.6 Termination for Convenience**

The Department may, in its sole discretion, terminate this Contract, with or without cause, by providing the Contractor with sixty (60) Days prior written notice of such termination.

#### **I.3.7 Termination by Mutual Agreement**

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

#### **I.3.8 Termination Procedures**

A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement as heretofore mentioned, the following procedures will be adhered to:

1. The Department will immediately notify the Contractor in writing specifying the effective termination date.
2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
  - a. Place no further subcontracts or orders in support of this Contract;
  - b. Terminate all subcontracts; and
  - c. Cancel all orders as applicable.

- B. Upon termination, the Department shall be entitled to receive from the Contractor, payment for all revenue owed under this Contract up to and including the date of termination.

The Department has no authority to reimburse a Contractor for capital equipment costs in the event that the Contract is terminated by mutual agreement or for cause before the expiration of the base period. Notwithstanding the foregoing, if the Contract is terminated prior to the end of the base period, the Department shall require any new service provider to compensate Contractor in an amount that equates to the undepreciated or unamortized portion of any equipment and infrastructure installed by Contractor which is used by the new service provider. In the event Contractor transfers ownership of or title to any equipment and infrastructure to the Department, including any equipment and infrastructure which become the property of the Department pursuant to the terms of this Contract, the compensation owed to the Contractor pursuant to the preceding sentence shall be calculated as if the ownership of such equipment and infrastructure had remained with Contractor and in accordance with an amortization/depreciation schedule to be provided by the Contractor to the Department at time of transfer of ownership of the equipment.

### **I.3.9 Default by the Department**

Each of the following shall constitute an Event of Default on the part of the Department:

- A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or
- B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor; and
- C. Unless cured by the Department within twenty (20) Days after receiving written notice thereof.

### **I.3.10 Remedy of the Contractor**

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the dispute resolution process in Section I.3.11 below.

### **I.3.11 Dispute Resolution**

- A. Any dispute arising under this Contract, which is not disposed of by mutual agreement between the Department and the Contractor shall be resolved as follows:
  - 1. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.
  - 2. A Contractor's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code, Chapter 2260, Subchapter B.
  - 3. To initiate the process, the Contractor shall submit written notice, as required by Texas Government Code, Chapter 2260, Subchapter B, to the Contracts and Procurement Director or designee, at Two Financial Plaza, Suite 525, Huntsville, Texas 77340.

4. Said notice shall specifically state the provisions of Texas Government Code, Chapter 2260, Subchapter B, are being invoked, and shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' Contract.
  5. Compliance by the Contractor with Subchapter B, is a condition precedent to the filing of a contested case proceeding under Texas Government Code, Chapter 2260, Subchapter C.
  6. The contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Department if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
  7. Compliance with the contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code.
  8. Neither the execution of this Contract by the Department nor any other conduct of any representative of the Department related to the Contract shall be considered a waiver of sovereign immunity to suit.
- B. In addition to complying with Texas Government Code, Chapter 2260, the Department and the Contractor shall comply with the rule published in Texas Administrative Code, Title 37, Part 6, Chapter 155, Subchapter C, Rule 155.31.
- C. At all times during the course of the dispute resolution process, the Contractor shall continue with providing Services as directed, in a diligent manner and without delay, shall conform to the Department's directive, decision or order, and shall be governed by all applicable provisions of this Contract.
- D. Records of the Services performed shall be kept in sufficient detail to enable Payment in accordance with applicable provisions of this Contract, if this should become necessary.
- E. This provision shall not be construed to prohibit the Contractor from seeking any other legal or equitable remedy to which it is entitled.

#### **I.4 NO WAIVER OF RIGHTS**

- A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.
- B. The remedies provided in this Contract are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

#### **I.5 INDEMNIFICATION OF THE DEPARTMENT**

##### **I.5.1 Acts or Omissions**

The Contractor shall indemnify and hold harmless the State of Texas, the Department and the TBCJ, and/or their officers, agents, employees, representatives, contractors, assignees, and/or

designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any purchase orders issued under the Contract. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

### **I.5.2 Infringements**

- A. The Contractor shall indemnify and hold harmless the State of Texas, the Department and the TBCJ, and or their employees, agents, representatives, contractors, assignees, and/or designees from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of the Contractor pursuant to this Contract. The Contractor and the Department agree to furnish timely written notice to each other of any such claim. The Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.
- B. The Contractor shall have no liability under this Section if the alleged infringement is caused in whole or in part by:
  - 1. Use of the product or Service for a purpose or in a manner for which the product or Service was not designed;
  - 2. Any modification made to the product without the Contractor's written approval;
  - 3. Any modification made to the product by the Contractor pursuant to the Department's specific instructions;
  - 4. Any intellectual property right owned by or licensed to the Department; or
  - 5. Any use of the product or Service by the Department that is not in conformity with the terms of any applicable license agreement.
- C. If the Contractor becomes aware of an actual or potential claim, or the Department provides the Contractor with notice of an actual or potential claim, the Contractor may (or in the case of an injunction against the Department, shall), at the Contractors sole option and expense:
  - 1. Procure for the Department the right to continue to use the affected portion of the product or Service; or
  - 2. Modify or replace the affected portion of the product or Service with functionally equivalent or superior product or Service so that the Department's use is non-infringing.



**I.5.3 Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

- A. The Contractor agrees and acknowledges that during the existence of this Contract, the Contractor shall be entirely responsible for the liability and payment of the Contractor's and the Contractor's employees' taxes of whatever kind, arising out of the performances in this Contract. The Contractor agrees to comply with all state and federal laws applicable to any such Persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. The Department and/or the State shall not be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State employee or employee of another governmental entity customer.
- B. The Contractor agrees to indemnify and hold harmless the Department, the TBCJ, the State of Texas and/or their employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or Workers' Compensation in its performance under this Contract. The Contractor shall be liable to pay all cost of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

**I.6 NO WAIVER OF DEFENSES**

- A. Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the performance of the Services by the Contractor without the consent of the other party.
- B. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

**I.7 INDEPENDENT CONTRACTOR**

- A. The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, the Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder.
- B. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party.
- C. The Contractor shall be solely responsible for (and the Department shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by the Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities,

and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

#### **I.8 LAWS OF TEXAS**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

In the event of a conflict between the Contract and the State laws of Texas, the laws shall prevail. If there is no conflict between the laws and the Contract, the requirements most favorable to the Department shall prevail.

#### **I.9 ASSIGNMENT**

- A. The Contractor may not assign any interest in this Contract without the prior written consent of the Department which consent the Department may withhold at its sole discretion.
- B. If the Department so elects in its sole discretion, this Contract will terminate upon the occurrence of any of the following:
  - 1. More than fifty percent (50%) of the assets of the Contractor are sold;
  - 2. The Contractor is merged into, acquired by, or consolidated with another corporation or business entity; or is otherwise the subject of reorganization; or
  - 3. Any shareholder or owner of the Contractor who owns at least ten percent (10%) beneficial ownership of the Contractor fails to continue to own at least ten percent (10%).
- C. In the event that any sale, transfer, or assignment, as referenced in paragraphs A and B above, is consented to by the Department, the transferee or its legal representative shall agree in writing with the Department to assume, perform and be bound by the covenants, obligations and agreements contained herein.

#### **I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS**

- A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.
- B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

#### **I.11 APPROVAL OF CONTRACT**

- A. This Contract is subject to written approval of the Executive Director of the Department and shall not be binding until so approved.
- B. For Contracts valued over \$1,000,000 in the initial Contract Term, the Executive Director's approval shall be given only on the approval of the TBCJ.

**I.12 NON-DISCRIMINATION**

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, subcontractor, participant or provider on account of race, color, disability or perceived disability, religion, sex, national origin, genetic information or age, and in accordance with the following:

- A. The Contractor shall not discriminate against employees, subcontractors, participants or providers who have or are perceived to have a disability because AIDS/HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this Non-Discrimination Clause in conspicuous places, available to employees and applicants for employment.
- B. In all solicitations or advertisements for employees and/or the purchase of Services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.
- C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

**I.13 CONFIDENTIALITY AND OPEN RECORDS****I.13.1 Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Department without prior approval of the other party.

**I.13.2 Open Records**

In accordance with Texas Government Code, Section 2252.907, the Contractor acknowledges that this Contract and information created or maintained in connection with this Contract is public information and subject to disclosure as provided by Texas Government Code, Chapter 552 (Texas Public Information Act). The Texas Public Information Act may require the Contractor to make information related to this Contract available to the public pursuant to a request for public information. The Contractor agrees, upon request, to make information related to this Contract that is not otherwise excepted from release by the Texas Public Information Act available to the public in hard copy, unless the requestor of the information consents to receive the information in another mutually agreeable format. The Contractor acknowledges that the agency shall not provide legal counsel related to the Contractor's compliance with the Texas Public Information Act.

**I.14 CONTRACT CHANGES**

- A. Changes/modifications to this Contract (except Contract extensions in accordance with Sections I.15 and I.16; administrative changes, such as changing the Contract Specialist designation or correcting typographical errors; or other unilateral changes discussed elsewhere in the Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.

- B. The Department, at its sole discretion, may revise funding during the course of this Contract by issuing a unilateral modification to the Contractor.

#### **I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- A. The Department may, at its sole discretion, extend the Contract Term by written notice to the Contractor within ten (10) Days of Contract expiration, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) Days before the Contract expires.
- B. The preliminary notice does not commit the Department to an extension.
- C. If the Department exercises this option, the extended Contract shall be considered to include this option provision.

#### **I.16 OPTION TO EXTEND SERVICES**

- A. The Department may require continued performance of any Services within the limits and at the rates specified in this Contract.
- B. The Department reserves the right to extend this Contract for a ninety (90) Day period at the end of each Contract and/or extension period for the purpose of re-advertising the Service, awarding a new Contract, and transitioning into a new Contract.
- C. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.
- D. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.15.

#### **I.17 SEVERABILITY**

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

#### **I.18 IMMIGRATION**

The Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and all subsequent immigration laws and amendments.

#### **I.19 NO LIABILITY UPON TERMINATION**

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies established in Section I.3.11.

#### **I.20 LIMITATION ON AUTHORITY**

The Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is

granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

### **I.21 INTELLECTUAL PROPERTY INDEMNIFICATION**

- A. The Contractor will indemnify, defend, and hold harmless the State of Texas and the Department against any action or claim brought against the State of Texas and/or the Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. The Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or the Department in a judgment or settlement.
- B. If the Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the Department, the Contractor shall, at its sole expense (1) procure for the Department the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

### **I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, as required by Texas Administrative Code, Title 1, Part 10, Chapter 213**

- A. Effective September 1, 2006 State Agencies and Institutions of Higher Education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Texas Administrative Code, Title 1, Part 10, Chapter 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- B. The Contractor shall provide the Department with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under the Rehabilitation Act, Section 508), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Department with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

### **I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

**I.24 FORCE MAJEURE**

- A. Neither the Contractor nor the Department shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform.
- B. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- C. Each party must inform the other in writing, with proof of receipt, within three (3) working days of the existence of such force majeure, or otherwise waive this right as a defense.

**I.25 NOTICES**

Any written notices required under this Contract will be delivered by carrier service to the Contractor's office address specified on Page 1 of this Contract or by U.S. mail.

Notices to the Department shall be sent to:

Terri Bennett, CTPM, CTCM  
Contract Specialist  
Texas Department of Criminal Justice  
Contracts and Procurement Department  
Information Technology, Construction and Utilities Branch  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party. This change shall be incorporated with a unilateral modification.

**I.26 SUBSTITUTIONS**

Substitutions are not permitted without written approval of the Department.

**I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM**

- A. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
  - 1. All Persons employed to perform duties within Texas, during the Contract Term; and
  - 2. All Persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

- B. The Contractor shall provide, upon request of the Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and the Contractor's subcontractors, as proof that this provision is being followed.
  
- C. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the State and at no fault to the State, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace the terminated Contract.

## SECTION J - LIST OF EXHIBITS

EXHIBIT NO.	TITLE	PAGES
J.1	Site List	4
J.2	Reserved for Future Use	
J.3	Contractors Financial Qualification	1
J.4	Contract Performance Measures	12
J.5	Texas Government Code, Chapter 495, Section 495.027, Inmate Pay Telephone Service, added by Acts 2007, 80 <sup>th</sup> Leg., R.S., Ch. 100, Section 1, Eff. May 15, 2007	3
J.6	Executive Directive, ED-03.32, Offender Access to Telephones	8
J.7	TDCJ Offender Telephone Account Withdrawal and Deposit Process	3
J.8	Site Pre-Dig Safety Meeting Attendance	1
J.9	Sample of Standard Reports	1



# Texas Department of Criminal Justice Capacity and Populations As of 10/31/17

## EXHIBIT J.1

### SITE LIST

Additional Information regarding Facilities may be accessed by going to  
[http://www.tdcj.texas.gov/unit\\_directory/index.html](http://www.tdcj.texas.gov/unit_directory/index.html)

No.	Unit Name	Estimated Total Number of Offenders	Estimated Total Number Eligible	Estimated Number of Phones Required at Current Eligible Ratio
1	Allred	3,722	2,385	80
2	Bartlett (mothballed)	0	0	0
3	Beto (Trusty Camp)	3,471	3,471	117
4	Boyd	1,372	1,372	46
5	Bradshaw (Existing OTS)	1,980	1,938	65
6	Bridgeport	520	520	17
7	Briscoe	1,384	1,374	46
8	Byrd	1,365	244	9
9	Chasefield (Trusty Camp)	480	480	16
10	Clemens (Trusty Camp)	1,215	1,215	41
11	Clements	3,798	2,432	82
12	Cleveland (Existing OTS)	520	520	18
13	Coffield (Trusty Camp)	4,139	3,567	119
14	Cole	900	872	30
15	Connally	2,904	2,104	71
16	Cotulla	606	566	19
17	Crain** (Trusty Camp)	2,115	1,988	67
18	Dalhart	1,398	1,030	35
19	Daniel	1,384	1,374	46
20	Darrington (Trusty Camp)	1,931	1,394	47
21	Diboll Private	518	512	18
22	Dominguez	2,276	2,006	67
23	Duncan	566	530	18
24	Eastham (Trusty Camp)	2,474	2,077	70
25	Ellis (Trusty Camp)	2,482	2,123	71
26	Estelle**	3,360	2,476	83
27	Estes	1,040	1,040	35
28	Ferguson (Trusty Camp)	2,421	1,921	65
29	Formby	1,100	984	33
30	Fort Stockton	606	542	19
31	Garza East	1,978	1,928	65
32	Garza West	2,278	1,928	65
33	Gist	2,276	2,072	70
34	Glossbrenner	612	612	21
35	Goodman	612	612	21
36	Goree (Trusty Camp)	1,321	747	25
37	Gurney	2,128	1,928	65
38	Halbert	612	612	21

**Texas Department of Criminal Justice  
Capacity and Populations  
As of 10/31/17**

No.	Unit Name	Estimated Total Number of Offenders	Estimated Total Number Eligible	Estimated Number of Phones Required at Current Eligible Ratio
39	Hamilton	1,166	1,158	39
40	Havins	596	576	20
41	Henley	576	576	20
42	Hightower	1,384	1,374	46
43	Hilltop (Trusty Camp)	553	551	19
44	Hobby	1,384	1,300	44
45	Hodge	989	1,032	35
46	Holliday**	2,120	1,704	57
47	Hospital Galveston*	365	30	1
48	Hughes	2,984	2,267	76
49	Huntsville	1,705	1,312	44
50	Hutchins	2,276	1,682	57
51	Jester I	323	328	11
52	Jester III (Trusty Camp)	1,131	1,123	38
53	Jester IV	550	470	16
54	Johnston	612	612	21
55	Jordan	1,008	998	34
56	Kegans	657	648	22
57	Kyle (Existing OTS)	520	520	18
58	LeBlanc	1,224	1,224	41
59	Lewis	2,232	1,374	46
60	Lindsey State Jail	1,031	960	32
61	Lockhart (Existing OTS)	1,000	1,000	17
62	Lopez	1,100	1,068	36
63	Luther (Trusty Camp)	1,316	1,302	44
64	Lychner	2,276	1,960	66
65	Lynaugh	1,416	1,406	47
66	Marlin	606	566	19
67	McConnell	2,960	2,336	78
68	Michael (Trusty Camp)	3,305	2,657	89
69	Middleton	2,128	1,928	65
70	Montford	950	400	14
71	Moore, B.	500	500	17
72	Moore, C.	1,224	1,224	41
73	Mt. View	645	522	18
74	Murray	1,341	1,231	42
75	Neal	1,732	1,722	58
76	Ney	576	576	20
77	Pack (Trusty Camp)	1,478	1,495	50
78	Plane	2,296	2,076	70
79	Polunsky**	2,984	2,336	78
80	Powledge (Trusty Camp)	1,137	1,121	38

**Texas Department of Criminal Justice  
Capacity and Populations  
As of 10/31/17**

No.	Unit Name	Estimated Total Number of Offenders	Estimated Total Number Eligible	Estimated Number of Phones Required at Current Eligible Ratio
81	Ramsey (Trusty Camp)	1,891	1,881	63
82	Roach	1,384	1,384	47
83	Roach BT Camp	0	0	0
84	Roach Work Camp (Trusty Camp)	0	0	0
85	Robertson	2,984	2,209	74
86	Rudd	612	612	21
87	San Saba	606	546	19
88	Sanchez State Jail	1,100	992	34
89	Sayle	632	632	22
90	Scott (Trusty Camp)	1,130	1,127	38
91	Segovia	1,224	1,224	41
92	Skyview	562	522	18
93	Smith	2,234	998	34
94	Stevenson	1,384	1,384	47
95	Stiles	2,979	2,475	83
96	Stringfellow (Trusty Camp)	1,212	1,212	41
97	Telford	2,884	2,416	81
98	Terrell, C.T. (Trusty Camp)	1,603	1,588	53
99	Torres	1,384	1,374	46
100	Travis Co.	1,161	1,088	37
101	Tulia	606	566	19
102	Vance	378	378	13
103	Wallace	1,384	1,274	43
104	Ware (mothballed)	0	0	0
105	Wheeler	576	576	20
106	Wilderness 3	64	64	3
107	Willacy Co.	1,069	1,044	35
108	Woodman State Jail	900	832	28
109	Wynne (Trusty Camp)**	2,621	2,470	83
110	Young Complex	455	455	16
111	<b>Grand Totals</b>	<b>155,239</b>	<b>134,064</b>	<b>4,506</b>

\* Unique Location

\*\* Designated as Mandatory Site Facility Visit

**NOTE:**

Additional Site Visits Must Be Scheduled Through the Department (Reference L.9.2)

**Texas Department of Criminal Justice  
Capacity and Populations  
As of 10/31/17**

No.	Unit Name	Estimated Total Number of Offenders	Estimated Total Number Eligible	Estimated Number of Phones Required at Current Eligible Ratio
<b>Regional and Administrative Departments Monitoring Sites</b>				
No.	Additional information regarding Regional Sites may be accessed by going to <a href="http://www.tdcj.texas.gov/unit_directory/unit_map.html">http://www.tdcj.texas.gov/unit_directory/unit_map.html</a>			
1	Region I - Huntsville			
2	Region II - Palestine			
3	Region III - Rosharon			
4	Region IV - Beeville			
5	Region V - Plainview			
6	Huntsville Administrative*			
7	Austin Administrative*			
8	STG - Security Threat Group			

\* May include more than one location.

Exhibit J.3

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

PROPOSER'S FINANCIAL QUALIFICATIONS

CenturyLink Public Communications, Inc.

Name of Firm

(X) Corporation ( ) Partnership ( ) Proprietorship

Address Texas Address: 11921 N Mo Pac Expy Corporate HQ: 100 CenturyLink Drive

Austin, TX 78759

Monroe, LA 71203

City State Zip Code

936.355.3306 (CenturyLink's TDCJ PM)

Phone No. 318.388.9000 (corp swxboard) FAX No. 720.264.8121

Website www.centurylinkcorrections.com; www.centurylink.com (corp parent website)

How long has company worked in this trade? 26 year(s).

CenturyLink, Inc.

Parent Company

Owners and/or Partners CenturyLink, Inc. is a widely held publicly traded corporation. Ownership blocks of over 5% are shown below.

Name	Percentage of Ownership
Temasek Holdings	11.42 %
The Vanguard Group, Inc.	9.35 %
Southeastern Asset Management, Inc.	6.60 %
BlackRock Fund Advisors	6.40 %

Affiliates, Divisions & Subsidiaries (add sheets as required)

Name Please see attachment for Confidential & Proprietary list of CenturyLink, Inc.

Address subsidiaries / CenturyLink affiliates.

Phone Email

Name

Address

Phone Email

Name

Address

Phone Email

**696-IT-19-25-C021**  
**Exhibit J.4 – Contract Performance Measures**

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment (see Notes 1 and 2)
1.1	C.3.6	Each facility's outgoing circuit bandwidth shall remain operative at all times.	Twenty percent (20%) or more of the individual facility's outgoing circuit bandwidth being inoperative	Resolution will be required within six (6) consecutive hours from the time the Contractor becomes aware of the problem or receipt of trouble report.	Assess \$500.00 for each hour that the failure continues beyond six (6) hours.
1.2	C.3.6	Each facility's telephones shall remain operative at all times.	Twenty percent (20%) or more of the individual facility's telephones being inoperative	Resolution will be required within six (6) consecutive hours from the time the Contractor becomes aware of the problem or receipt of trouble report.	Assess \$500.00 for each hour that the failure continues beyond six (6) hours.
1.3	C.3.1.1.T, C.3.1.1.V and C.3.6	Graphic User Interface (GUI) shall remain accessible at all times; except for those periods where scheduled or emergency maintenance is being conducted.	Inaccessibility to the GUI (due to a system event)	Resolution will be required within six (6) consecutive hours from the time the Contractor becomes aware of the problem or receipt of trouble report.	Assess \$500.00 for each hour that the failure continues beyond six (6) hours.

**696-IT-19-25-C021**  
**Exhibit J.4 – Contract Performance Measures**

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment (see Notes 1 and 2)
1.4	C.3.1.1.O and C.3.1.1.U	The OTS must provide three-way call detection at all times.	Failure of the OTS three-way call detection system	Resolution will be required within six (6) consecutive hours from the time the Contractor becomes aware of the problem or receipt of trouble report.	Assess \$500.00 for each hour that the failure continues beyond six (6) hours.
1.5	C.3.1.1.E and C.3.1.1.K	The OTS must provide the ability to monitor live calls and Call Detail Records (CDR) at each facility and other locations as designated by the Department.	Inability to monitor live calls and Call Detail Records (CDR) at any location	Resolution will be required within six (6) consecutive hours from the time the Contractor becomes aware of the problem or receipt of trouble report.	Assess \$500.00 for each hour that the failure continues beyond six (6) hours.

## Exhibit J.4 – Contract Performance Measures

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment (see Notes 1 and 2)
1.6	C.3.6	All workstations at all locations shall remain operative.	All workstations at a site being inoperative	Resolution will be to have at least one (1) workstation operative within six (6) consecutive hours from the time the Contractor becomes aware of the problem or receipt of trouble report. If workstation replacement(s) are required Contractor will replace and have all workstations operative within thirty (30) consecutive hours.	Assess \$500.00 for each hour beyond the six (6) consecutive hours that all workstations are inoperable; unless workstation replacement is required. Assess \$500.00 for each hour beyond the thirty (30) consecutive hours that all workstations remain inoperable.
1.7	C.3.1.1.J	All calls must be recorded in their entirety; except for private attorney calls.	Any call not recorded; excluding private attorney calls.	Not applicable	Assess \$500.00 for each call not recorded; excluding private attorney calls.
1.8	C.3.1.1.C and C.3.1.1.I	The OTS shall retain all system programming parameters.	Any call recording permanently lost and not retrievable.	Not applicable	Assess \$500.00 for each permanently lost and not retrievable call.
1.9	C.3.1.1.O	Allowed calls will be completed only after the validation. Calls that are not on the allowed telephone number list will not be completed.	Any unauthorized call	Not applicable	Assess \$500.00 for each unauthorized call.



## Exhibit J.4 – Contract Performance Measures

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment (see Notes 1 and 2)
1.10	C.3.1.1.C	The OTS must be configured in prepaid and collect outward calling mode to only landlines, postpaid cell phones and services where billing name and address information can be obtained. Calls are not permitted to Virtual Number telephone services. A virtual telephone number is defined as a telephone number without a directly associated phone line. The Contractor and the Department will work cooperatively to identify Virtual Number telephone services, during the Personal Approved Number (PAN) approval process to prohibit calls from being completed to these numbers. The Contractor will provide a quarterly re-verification of at least 25% of all active PANs in accordance with the verification process outlined in the Approved Calling List process. The intent is to not allow voice services where the called number and/or device cannot be authenticated or identified. The Department will not assess a penalty to the Contractor if Contractor can document that the Approved Calling List process was followed.	A call to any number that is not approved within the performance requirements.	Not applicable	Assess \$500.00 for each call to a number that is not approved within the performance requirement.
1.11	C.3.1.1.H	The Contractor shall ensure that no confidential attorney-client communication is monitored or recorded.	Any event identified of monitoring or recording an attorney-client call	Not applicable	Assess \$500.00 for each monitored or recorded attorney-client call.

## Exhibit J.4 – Contract Performance Measures

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment (see Notes 1 and 2)
1.12	C.3.1.1.C	The Contractor is responsible for validating the authenticity of each attorney prior to placement into the system database and auditing each quarter all attorney telephone numbers.	Any private call to anyone who has not been validated as the attorney of record	Not applicable	Assess \$500.00 for any unauthorized private call.
1.13	C.3.6	The Contractor shall establish system redundancy.	All systems (entire network) failed due to lack of redundancy	Resolution will be required within six (6) consecutive hours from the time the Contractor becomes aware of the problem or receipt of trouble report.	Assess \$5,000.00 for each hour that the failure continues past six (6) hours.
1.14	C.3.1.1.C	The Contractor shall design and manage the OTS in such a manner that traffic demand on any system will never exceed a peak transmit ratio of 90% and a peak receive ratio of 90 % at the same time.	Traffic demand reaches operative bandwidth capacity	Not applicable	Assess \$500.00 each month any system exceeds a peak transmit ratio of 99.5% and a peak receive ratio of 99.5 % at the same time.
1.15	C.3.1.1.C	Calling must be operative for all locations within the continental United States and Hawaii.	Any call outside of the continental United States and Hawaii	Not applicable	Assess \$500.00 per call outside of the continental United States and Hawaii.

## Exhibit J.4 – Contract Performance Measures

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment (see Notes 1 and 2)
1.16	C.3.1.1.L	The OTS must ensure that the automated operator functions uses the offender's supervised pre-recorded name to announce the call to the called party.	Any announcement to the called party that did not use the offender's supervised pre-recorded enrollment name	Not applicable	Assess \$500.00 per each call that did not use the offender's supervised Voice Biometric (PBI) enrollment name.
1.17	C.3.1.1.J, C.3.1.1.A and C.3.3.B	The OTS must buffer/store up to thirty-six (36) months of completed call detail records and recordings that can be accessed at any time, including real-time. Certain "flagged" records shall be stored and retrievable for the term of the contract.	Any recording which is missing or inaccessible	Not applicable	Assess \$500.00 per each missing or inaccessible recording.
2.1	C.3.6	Each facility's outgoing circuit bandwidth shall remain operative at all times.	Less than twenty percent (20%) of the facility's outgoing circuit bandwidth being inoperative.	Resolution will be required within twelve (12) consecutive hours from the time the Contractor becomes aware of the problem or receipt of trouble report.	Assess \$250.00 for each hour that the failure continues beyond twelve (12) hours.

**696-IT-19-25-C021**  
**Exhibit J.4 – Contract Performance Measures**

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment (see Notes 1 and 2)
2.2	C.3.6	Each facility's telephones shall remain operative at all times.	Less than twenty percent (20%) of the facility's telephones being inoperative	Resolution will be required within twenty-four (24) consecutive hours when ten percent (10%) or more of the telephones are inoperative from the time the Contractor becomes aware of the problem or receipt of trouble report.	Assess \$250.00 for each hour that the failure continues beyond twenty-four (24) hours.
2.3	C.3.6	All workstations and printers at all locations shall remain operative.	More than one, but not all workstations or printers at a site being inoperative	Resolution will be required within thirty (30) consecutive hours from the time the Contractor becomes aware of the problem or receipt of trouble report.	Assess \$250.00 for each hour that the failure continues beyond thirty (30) hours.
2.4	C.3.1.1.N and C.3.1.1.P	All calls shall be made within the calling schedule (telephones are active from 7:00 am to 10:00 pm Central Time).	Any call made outside of the calling schedule	Not applicable	Assess \$250.00 per call made outside of the calling schedule.

**696-IT-19-25-C021**  
**Exhibit J.4 – Contract Performance Measures**

<b>Priority</b>	<b>Identifier</b>	<b>Performance Requirements</b>	<b>Unacceptable</b>	<b>Resolution Time</b>	<b>Revenue/Payment Adjustment (see Notes 1 and 2)</b>
2.5	C.3.1.1.B and C.3.1.1.N	Each telephone call shall be automatically terminated after the TDCJ approved duration limit is reached.	Any call not terminated after the TDCJ approved duration limit is reached.	Not applicable	Assess \$250.00 per call not terminated after the TDCJ approved duration limit is reached.
2.6	C.3.1.1.L	The OTS must allow the called party's response via DTMF input indicating if they are willing to accept the call.	Any call completed without positive acceptance by the called party	Not applicable	Assess \$250.00 per call completed without positive acceptance by the called party.
3.1	C.3.6 and C.3.1.1.V	All eMessaging PC workstations, monitors or printers/scanners shall remain operative.	Any eMessaging CPU, monitor or printer/scanner failure	Resolution will be required within twenty-four (24) consecutive hours from the time the Contractor becomes aware of the problem or receipt of trouble report.	Assess \$125.00 per day if resolution is not completed within thirty-six (36) consecutive hours; sixty (60) day cap.
3.2	G.3.2	Commission payment for any month is due by the 20 <sup>th</sup> calendar day of the following month.	Any amount owed to the State more than one (1) business day beyond the date such amount is due	Not applicable	Such amount shall accrue interest each day at the annualized rate of one percent (1%) plus the prime rate as published in the Wall Street Journal on the first day of July that does not fall on a Saturday or Sunday.

**696-IT-19-25-C021**  
**Exhibit J.4 – Contract Performance Measures**

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment (see Notes 1 and 2)
3.3	C.3.7 and G.3.3	Commission report is due to the Department by the 20 <sup>th</sup> day of the month following the month for which the revenue is due.	> One (1) day overdue	Not applicable	Assess \$125.00 per day for each day out of compliance; sixty (60) day cap.
3.4	G.3.4	In the event agreed commission payments for one (1) or more previous months are found to be in error, the associated payment adjustment will be made in the following month's revenue payment and without interest.	Failure to adjust the following month's revenue payment	Not applicable	Assess \$500.00 per day for each day out of compliance.
3.5	C.3.2.2	In the event a position becomes vacant, the Contractor shall fill the vacant position within sixty (60) calendar days.	>Sixty (60) calendar days taken to fill a vacant position	Not applicable	The Contractor will be assessed \$125.00 a day for each day the position is vacant beyond an initial sixty (60) calendar day period, sixty (60) day cap.
3.6	D.1	Routine, "ad hoc" and special request reports shall be delivered no later than 3 business days from the date of request unless special circumstances exist. If special circumstances exist, e.g. the report would require special research and/or IT development, Contractor will work with the Department to provide the report in a reasonable and mutually agreed timeframe.	Each day past the mutually agreed timeframe	Not applicable	Assess \$125.00 per day for each day a report is overdue, sixty (60) day cap.

**696-IT-19-25-C021**  
**Exhibit J.4 – Contract Performance Measures**

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment (see Notes 1 and 2)
3.7	C.3.5	The Contractor shall provide training throughout the term of the Contract within fifteen (15) days for each of the Department's request(s) for the training.	Each day past the fifteen (15) days	Not applicable	The Contractor will be assessed \$125.00 per day for each day past the fifteen (15) day requirement.
3.8	C.3.1.1.G and C.3.3.F.2	The Contractor will provide a quarterly attorney verification audit report to the Department not later than the 20 <sup>th</sup> day of the month following the end of each calendar year quarter.	>One (1) day overdue	Not applicable	Assess \$125.00 per day for each day the quarterly attorney verification audit report is late, sixty (60) day cap.
3.9	C.3.1.1.C	The Contractor will provide a monthly bandwidth utilization report for each unit not later than the 15 <sup>th</sup> day of the month following the end of the previous calendar month.	>One (1) day overdue	Not applicable	Assess \$125.00 per day for each day the monthly bandwidth utilization report is late, sixty (60) day cap.
3.10	B.1.2 and C.3.1	Only completed telephone calls are to be billed from the time that the end user accepts the call and conversation begins. Incomplete calls are not billable.	Any incomplete call billed	Not applicable	Assess \$125.00 per incomplete call billed.
4.1	C.3.2.2 and C.3.4.1	Superior customer service is a priority to the Department. Contractor will provide timely customer service to Friends and Family.	Untimely response to customer requests	Contractor must respond within two (2) business days to all customer service requests escalated to the TDCJ Account Manager.	Assess \$100.00 per day for each day past two (2) business days that a response has not been provided, sixty (60) day cap.

## Exhibit J.4 – Contract Performance Measures

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment (see Notes 1 and 2)
4.2	C.3.1.1.C	The OTS shall be configured to ensure a ratio of not greater than thirty (30) eligible offenders per telephone device is provided and maintained at each facility	Ratio of >Thirty (30) offenders per telephone at each facility	Not applicable	Failure to provide the required ratio within the agreed upon time frame will result in the Contractor being assessed \$100.00 for each day that the ratio is greater than thirty (30) offenders per telephone device, sixty (60) day cap.
5.1	C.3.6 and C.3.3.G	All Offender Telephone Assistance Requests will be processed and responded to in the mutually agreed timeframe.	Unresolved within the allotted time	Resolution will be required in twenty-one (21) calendar days based on twenty-four (24) hour days	Assess \$75.00 per day starting the first consecutive day past the required resolution time, sixty (60) day cap.
5.2	Exhibit J.7	The Contractor shall provide a (Offender Telephone Account Withdrawal and Deposit) performance report that shows the number of requests and the amount of time to process each request (for both released and incarcerated offenders) on a monthly basis. The report must be received by the OTS Coordination Office by the 15 <sup>th</sup> of each month. The Contractor will have a maximum of fifteen (15) calendar days from date of receipt to complete each incarcerated offender request.	>One (1) day overdue	Not applicable	Assess \$75.00 per day for each day overdue, sixty (60) day cap.



## Exhibit J.4 – Contract Performance Measures

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment (see Notes 1 and 2)
6.1	C.3.1.1.D and C.3.4.1	Each eligible offender will be supervised, enrolled/re-enrolled and verified, in-person, by the Contractor's personnel. The Contractor will ensure during the voice biometric enrollment/re-enrollment process that the "Inmate Enrollment" utterance only includes the offender speaking his/her first name, last name and middle name/initial, if desired, as currently on record in TDCJ and the "Facility Enrollment" utterance only includes the offender speaking "Texas Department of Criminal Justice."	Failure to personally supervise voice biometric enrollment/re-enrollment and validate the use of proper TDCJ offender name and Facility Enrollment phrase	Not applicable	Assess \$50.00 for each unacceptable enrollment/re-enrollment that exceeds a minimum of fifteen (15) or 3% of voice prints sampled per month by the Department, whichever is greater.

Note 1: No revenue/payment adjustment shall exceed five percent (5%) of the total gross revenue for the month(s) in which the non-compliance occurred.

Note 2: Any time more than one revenue/payment adjustment is being applied the total adjustment shall not exceed ten percent (10%) of the total Gross Revenue for the month(s) in which the non-compliance occurred.

Note 3: Total accumulated revenue/payment adjustments in a fiscal year shall not exceed seven (7%) of the total Annual Gross Revenue in that fiscal year.

Note 4: Assessments will not apply if non-compliance is determined to be a force majeure event as documented in the contractual agreement.

Note 5: A single non-compliant event that affects other priorities will be assessed at only the highest priority level.

Note 6: Assessments will be based on system operational hours of 7:00 A.M to 10:00 P.M. Central Time when site access is required to resolve the issue; with the exception of Priority 1.13 and workstations if access is provided.

Exhibit J.5

GOVERNMENT CODE

Sec. 495.027. INMATE PAY TELEPHONE SERVICE. (a) The board shall request proposals from private vendors for a contract to provide pay telephone service to eligible inmates confined in facilities operated by the department. The board may not consider a proposal or award a contract to provide the service unless under the contract the vendor:

(1) provides for installation, operation, and maintenance of the service without any cost to the state;

(2) pays the department a commission of not less than 40 percent of the gross revenue received from the use of any service provided;

(3) provides a system with the capacity to:

(A) compile approved inmate call lists;

(B) verify numbers to be called by inmates, if necessary;

(C) oversee entry of personal identification numbers;

(D) use a biometric identifier of the inmate making the call;

(E) generate reports to department personnel on inmate calling patterns; and

(F) network all individual facility systems together to allow the same investigative monitoring from department headquarters that is available at each facility;

(4) provides on-site monitoring of calling patterns and customizes technology to provide adequate system security;

(5) provides a fully automated system that does not require a department operator;

(6) provides for periodic review by the state auditor of documents maintained by the vendor regarding billing procedures and statements, rate structures, computed commissions, and service metering;

(7) ensures that a ratio of not greater than 30 eligible inmates per communication device is maintained at each facility;

(8) ensures that no charge will be assessed for an uncompleted call and that the charge for local calls will not be greater than the highest rate for local calls for inmates in county jails; and

(9) ensures that each eligible inmate or person acting on behalf of an eligible inmate may prepay for the service.

(b) The board shall award a contract to a single private vendor to install, operate, and maintain the inmate pay telephone service. The initial term of the contract may not be less than seven years. The contract must provide the board with the option of renewing the contract for additional two-year terms.

(c) The department shall transfer 50 percent of all commissions paid to the department by a vendor under this section to the compensation to victims of crime fund established by Subchapter B, Chapter 56, Code of Criminal Procedure, and the other 50 percent to the credit of the undedicated portion of the general revenue fund, except that the department shall transfer the first \$10 million of the commissions collected in any given year under a contract awarded under this section to the compensation to victims of crime fund established by Subchapter B, Chapter 56, Code of Criminal Procedure. This section does not reduce any appropriation to the department.

(d) Subject to board approval, the department shall adopt policies governing the use of the pay telephone service by an inmate confined in a facility operated by the department, including a policy governing the eligibility of an inmate to use the service. The policies adopted under this subsection may not unduly restrict calling patterns or volume and must allow for an average monthly call usage rate of eight calls, with each call having an average duration of not less than 10 minutes, per eligible inmate.

(e) The department shall ensure that the inmate is allowed to communicate only with persons who are on a call list that is preapproved by the department. Except as provided by Subsection (f), the department shall ensure that all communications under this section are recorded and preserved for a reasonable period of time for law enforcement and security purposes. A recording under this subsection is excepted from disclosure under Chapter 552.

(f) The department shall ensure that no confidential attorney-client communication is monitored or recorded by the department or any person acting on the department's behalf and shall provide to the vendor the name and telephone number of each attorney who represents an inmate to ensure that communication between the inmate and the attorney is not monitored or recorded.

Added by Acts 2007, 80th Leg., R.S., Ch. 100 (S.B. 1580), Sec. 1, eff. May 15, 2007.

Renumbered from Government Code, Section 495.025 by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 27.001(33), eff. September 1, 2009.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1051 (H.B. 4583), Sec. 12(a), eff. June 19, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1234 (S.B. 1844), Sec. 1, eff. June 19, 2009.

Text of section effective on June 19, 2009, but only if a specific appropriation is provided as described by Acts 2009, 81st Leg., R.S., Ch. 643, Sec. 4, which states: This Act does not make an appropriation. This Act takes effect only if a specific appropriation for the implementation of the Act is provided in a general appropriations act of the 81st Legislature.



TEXAS DEPARTMENT  
OF  
CRIMINAL JUSTICE

**NUMBER:** ED-03.32 (rev. 2)  
**DATE:** June 5, 2014  
**PAGES:** 1 of 8  
**SUPERSEDES:** ED-03.32 (rev. 1)  
August 21, 2009

## EXECUTIVE DIRECTIVE

---

**SUBJECT:** OFFENDER ACCESS TO TELEPHONES

**AUTHORITY:** Tex. Gov't Code §§ 493.006(b), 494.002(a), 495.027, 2170.009

Reference: American Correctional Association Standards 4-4271, 4-4272, 4-4280, and 4-4497

**APPLICABILITY:** Texas Department of Criminal Justice (TDCJ); excludes privately-operated intermediate sanction facilities, pre-parole transfer facilities, and leased beds

**POLICY:**

The TDCJ shall establish guidelines for offender access to outgoing telephone calls. Telephone calls between offenders and attorneys shall be confidential and are addressed in BP-03.81, "Rules Governing Offender Access to the Courts, Counsel, and Public Officials."

**DEFINITIONS:**

"Approved Calling List" is a list of names, phone numbers, and addresses of adults, ages 18 and older, who have successfully registered to receive phone calls from an eligible offender.

"Call Schedule" is each unit's established time intervals, within operational hours, during which an eligible offender may have access to the Offender Telephone System (OTS).

"Offender Telephone System" (OTS) is the telephone system installed and maintained by a telecommunications contractor that has been awarded the service contract with the TDCJ.

"Personal Biometric Identifier" (PBI) is a method of identification based on the use of biological properties, such as fingerprints, retina scans, and voice recognition, to identify a specific individual.

**PROCEDURES:**

- I. Three methods, based on eligibility criteria, are available for an offender to place outgoing telephone calls:
  - A. A call placed through the OTS;
  - B. A collect call placed from a TDCJ-owned telephone; or
  - C. Telephone calls placed in accordance with BP-03.81, "Rules Governing Offender Access to the Courts, Counsel, and Public Officials."
  
- II. Guidelines for Offender Telephone Calls
  - A. Offenders shall conduct telephone conversations in an acceptable manner. Loud, boisterous conversations shall not be permitted. Offenders are prohibited from speaking in code, passing gang related information, planning criminal activity, or using the telephone in furtherance of any criminal conduct. Threats, obscenities, and other types of abusive language may result in immediate termination of the telephone call, suspension of future telephone privileges, and disciplinary action.
  - B. Unauthorized contact with a victim or a member of a victim's family by an offender is prohibited in accordance with AD-04.82, "Forfeiture of Good Conduct Time for Contacting a Victim Without Authorization."
  - C. Offenders are prohibited from dialing or answering any telephone calls on TDCJ-owned telephones. In limited circumstances, the warden may designate work locations where telephones are available to receive calls from or call directly to the central control picket. When answering a telephone, the offender shall clearly state, "Offender (*name*), (*department name or location*)."
  - D. When an offender has sole access to a TDCJ-owned telephone, the telephone shall be disabled to not allow outgoing telephone calls.
  - E. An offender shall not be required to reenroll in the OTS when transferred to a new unit of assignment.
  
- III. Procedures for the Offender Telephone System
  - A. Eligibility Criteria

Offender access to the OTS shall be validated and initiated by the telecommunications contractor based on the following eligibility requirements:

    - I. Offenders classified as general population Levels 1, 2, 3, or 4 or protective custody Level 1 shall be authorized to access the OTS.

2. Offenders in a psychiatric inpatient program or Developmental Disabilities Program shall be allowed access to the OTS in accordance with the offender's treatment plan.
3. Eligible offenders in the infirmary shall have access to the OTS.

B. Ineligible Criteria

1. Offenders in transient status, prehearing detention, solitary confinement, cell restriction, or special cell restriction shall not be permitted access to the OTS, regardless of custody designation.
2. An offender's access to the OTS may be suspended if the offender is found guilty of a major disciplinary violation in accordance with the TDCJ *Disciplinary Rules and Procedures for Offenders*.

C. All outgoing calls through the OTS shall be placed using one of the following methods:

1. Debit Calls

To complete a call through the OTS using the debit option, funds must be available in the offender's telephone account. The funds located in the offender's telephone account may be transferred from the offender's Inmate Trust Fund (ITF) account by the offender or deposited directly into the offender's telephone account by the offender's friends and family. An individual does not have to be on an offender's Approved Calling List to deposit money in an offender's telephone account. Once funds are placed in the account, the funds shall become the property of the offender. An offender may request a refund of the account balance from the telecommunications contractor after the offender's release from the TDCJ.

2. Collect Calls

Collect calls may be placed through the OTS and billed directly to the party called. Pre-paid accounts are available to friends and family members by contacting the telecommunications contractor.

- D. An offender's telephone account shall be separate from the offender's ITF account. Funds in an indigent offender's telephone account shall not affect the offender's indigent status, and the TDCJ shall not seize funds in an offender's telephone account as the result of a disciplinary action.
- E. Each telephone call shall be automatically terminated after the TDCJ approved time has been exhausted. The TDCJ may shorten the length of each telephone call or limit the number of calls to ensure all eligible offenders have an opportunity to access the OTS.

- F. Each eligible offender shall have a PBI which shall be used to access the OTS and a unique Personal Identification Number to verify the PBI. An exception is an eligible offender identified by medical as having a hearing impairment, who would need the voice biometric requirement removed.
- G. Eligible offenders may only call adults listed on the offender's Approved Calling List once the person has successfully registered to receive calls from the offender. Offenders shall not be allowed to speak to any adult not listed on the offender's Approved Calling List.
- H. Eligible offenders shall have the ability to place calls to the Office of the Inspector General (OIG) and similar organizations as designated by the Correctional Institutions Division director or designee. These calls shall be at no charge to the offender and shall have no impact on the offender's telephone account balance.
- I. Offenders shall be permitted to call only telephone and post-paid cell phone numbers within the continental United States and Hawaii.
- J. The OTS shall be located within the dayrooms or living areas of the cellblock or dormitories and other locations as designated by the TDCJ.
- K. The OTS shall be operational between the hours of 7:00 a.m. and 10:00 p.m., seven days per week, with the exception of count time or any time dayroom privileges are suspended due to a unit emergency or lockdown. If the warden needs to limit access within the operational time of the OTS, written approval to modify the unit's Call Schedule shall be received from the appropriate regional director and forwarded to the OTS Coordination Office.
- L. Eligible offenders shall be permitted to place calls to their attorney(s) of record once the attorney has successfully registered to receive calls from the offender.
- M. All telephone calls placed using the OTS shall be subject to monitoring and recording, except calls to the offender's attorney(s) of record.

An attorney listed on the offender's Approved Calling List who has not successfully registered through the attorney registration process will not be considered the offender's attorney(s) of record. This type of call has no expectation of privacy during a telephone conversation placed using the OTS, and these calls shall be subject to monitoring and recording.

- N. All offender complaints and concerns regarding the OTS, other than eligibility criteria, shall be addressed by submitting an Offender Assistance Request Form to the telecommunications contractor. Forms will be provided by the telecommunications contractor to all facilities where the OTS is available.
- O. The following types of calls and conversations will not be permitted:



1. Calls to pre-paid cell phones;
2. Calls to businesses;
3. International calls;
4. Forwarded calls;
5. Three-way calls;
6. Calls to victims or individuals with whom the court has ordered no contact;
7. Conversations with anyone not on the Approved Calling List; and
8. Placing calls from an offender on speakerphone.

Offenders found having or soliciting these types of calls or conversations shall be subject to disciplinary action in accordance with the TDCJ *Disciplinary Rules and Procedures for Offenders*.

Friends or family members discovered facilitating these types of calls or conversations may be blocked or removed from the offender's Approved Calling List. Friends or family members may be blocked by the warden from receiving calls from the offender for a period of time not to exceed 45 days.

P. Friends or Family Members Removed from an Approved Calling List

1. The warden or designee shall send a written notice to the friend or family member being removed, to include the reason for removal, except in those instances when disclosure of the reason to the individual would create an immediate and serious threat to the physical safety or security of staff, the offender, or other offenders, or jeopardize an ongoing criminal investigation. In such cases, the reason may be stated as "For the security and safety of staff, offenders, and the institution or to protect the integrity of an investigation."
2. The warden may request approval from the regional director to remove the friend or family member's name from the offender's Approved Calling List.
3. The decision to approve the removal shall be sent to the OTS Coordination Office in order to update the status of the friend or family member.
4. An individual removed from an offender's Approved Calling List may appeal the decision by submitting a written appeal to the Director's Review Committee within 14 days from the date on the written notice. If

the appeal is denied, the individual may submit another appeal in six months.

#### IV. Calls Placed on TDCJ-Owned Telephone Equipment

##### A. Eligibility Criteria

1. Offenders who are not eligible for the OTS due to custody designation shall be authorized access to TDCJ-owned telephones designated by the warden.
2. Offenders who are eligible for the OTS shall not be authorized access to TDCJ-owned telephones to contact friends and family members, except in extraordinary circumstances and at the discretion of the warden.
3. In order to be eligible to place a call using a TDCJ-owned telephone, offenders shall not have been found guilty of any major disciplinary violations within the last 90 days, or 30 days for state jail and substance abuse felony punishment (SAFP) offenders. Offenders whose medical condition precludes work and who meet all other requirements shall be eligible to place a call using a TDCJ-owned telephone.

##### B. Request and Approval Procedures

1. To request a phone call using a TDCJ-owned telephone, offenders shall submit an Inmate Request to an Official (I-60) for approval by the warden.
2. If no security concerns exist, offenders in Level I administrative segregation may request and receive authorization for a telephone call at the warden's discretion.
3. Calls placed to an offender's attorney of record or the General Consulate shall be requested and approved in accordance with BP-03.81, "Rules Governing Offender Access to the Courts, Counsel, and Public Officials."

C. Collect calls are permitted for outgoing telephone calls, unless the call is a local number.

D. Offenders shall be limited to one telephone call every 90 days, or 30 days for state jail and SAFP offenders.

E. Calls placed on TDCJ-owned telephones shall be limited to five minutes in duration. Should the offender not reach the desired party, the offender may try one additional number. Calls may be further restricted during high traffic periods, such as Christmas holidays, when a three minute limit would allow more calls to be made.

- F. Offenders shall be allowed to call only those persons who appear on the offender's Visitors List. Requests for an exception submitted on an I-60 shall be reviewed and approved at the discretion of the warden or designee.
  - G. Offenders shall be permitted to call only telephone numbers within the continental United States and Hawaii.
  - H. Calls placed on TDCJ-owned telephones shall be dialed and monitored by authorized security staff appointed by the warden or designee. An interpreter shall be available to monitor calls for those offenders who speak only Spanish or for those offenders who are bilingual but whose family members are not. An interpreter may monitor calls for those offenders who speak foreign languages other than Spanish or those offenders who are bilingual but whose family members are not.
  - I. Calls placed on TDCJ-owned telephones, including those made through the chaplain, shall be logged on the Telephone Log for Approved Offender Calls (Attachment A), which shall be located in an area designated by the warden.
  - J. Wardens shall establish unit specific procedures for offender access to TDCJ-owned telephones, which shall be reviewed by the appropriate regional director. The procedures shall indicate the location of the phones available for offender use and the times telephone calls are permitted.
- V. All requests from law enforcement agencies for records or recordings from the OTS shall be forwarded to and processed by the OIG, in coordination with the Office of the General Counsel (OGC). All subpoenas received by the TDCJ regarding copies of OTS records shall be forwarded to and processed by the OTS Coordination Office, in coordination with the OGC.
- VI. Any information regarding criminal activity that is acquired via any telephone shall be forwarded to the OIG by the warden or designee. If there is an immediate threat to public safety, notification shall take place as soon as practical and shall be reported as appropriate.

---

Brad Livingston\*  
Executive Director

---

\* Signature on file

### TELEPHONE LOG FOR APPROVED OFFENDER CALLS

UNIT: \_\_\_\_\_ MONTH: \_\_\_\_\_ YEAR: \_\_\_\_\_

DATE <i>MM/DD/YY</i>	TIME <i>AM/PM</i>	OFFICER PLACING CALL <i>(Print First and Last Name)</i>	APPROVED BY <i>(Print Name and Title)</i>	COMMENTS
CALL ACCEPTED / REJECTED		OFFENDER NAME AND TDCJ NUMBER	CALL PLACED TO <i>(Print Name and Relationship to Offender)</i>	TELEPHONE NUMBER DIALED <i>(Area Code) ###-####</i>
DATE <i>MM/DD/YY</i>	TIME <i>AM/PM</i>	OFFICER PLACING CALL <i>(Print First and Last Name)</i>	APPROVED BY <i>(Print Name and Title)</i>	COMMENTS
CALL ACCEPTED / REJECTED		OFFENDER NAME AND TDCJ NUMBER	CALL PLACED TO <i>(Print Name and Relationship to Offender)</i>	TELEPHONE NUMBER DIALED <i>(Area Code) ###-####</i>
DATE <i>MM/DD/YY</i>	TIME <i>AM/PM</i>	OFFICER PLACING CALL <i>(Print First and Last Name)</i>	APPROVED BY <i>(Print Name and Title)</i>	COMMENTS
CALL ACCEPTED / REJECTED		OFFENDER NAME AND TDCJ NUMBER	CALL PLACED TO <i>(Print Name and Relationship to Offender)</i>	TELEPHONE NUMBER DIALED <i>(Area Code) ###-####</i>
DATE <i>MM/DD/YY</i>	TIME <i>AM/PM</i>	OFFICER PLACING CALL <i>(Print First and Last Name)</i>	APPROVED BY <i>(Print Name and Title)</i>	COMMENTS
CALL ACCEPTED / REJECTED		OFFENDER NAME AND TDCJ NUMBER	CALL PLACED TO <i>(Print Name and Relationship to Offender)</i>	TELEPHONE NUMBER DIALED <i>(Area Code) ###-####</i>
DATE <i>MM/DD/YY</i>	TIME <i>AM/PM</i>	OFFICER PLACING CALL <i>(Print First and Last Name)</i>	APPROVED BY <i>(Print Name and Title)</i>	COMMENTS
CALL ACCEPTED / REJECTED		OFFENDER NAME AND TDCJ NUMBER	CALL PLACED TO <i>(Print Name and Relationship to Offender)</i>	TELEPHONE NUMBER DIALED <i>(Area Code) ###-####</i>
DATE <i>MM/DD/YY</i>	TIME <i>AM/PM</i>	OFFICER PLACING CALL <i>(Print First and Last Name)</i>	APPROVED BY <i>(Print Name and Title)</i>	COMMENTS
CALL ACCEPTED / REJECTED		OFFENDER NAME AND TDCJ NUMBER	CALL PLACED TO <i>(Print Name and Relationship to Offender)</i>	TELEPHONE NUMBER DIALED <i>(Area Code) ###-####</i>

**Exhibit J.7**

**TDCJ OFFENDER TELEPHONE  
ACCOUNT WITHDRAWAL AND DEPOSIT PROCESS**

This process outlines the necessary requirements to (1) allow the offender to request withdrawal of any remaining funds in their Telephone Account at the time of their release and (2) allow the offender to withdraw funds from their Telephone Account and deposit into their Trust Fund Account.

The requirements for a released offender are:

- All funds in the offender Telephone Account “belong” to the offender only; access to these funds by any other parties is prohibited.
- Refunds will not be processed until ninety (90) days after the offender is released to ensure that all charges have been paid.
- An offender will have one (1) year from the date of release to claim a refund.
- Unclaimed funds from checks that are returned to the Contractor will be turned over to the State of Texas through the escheat process.
- TDCJ will, at the time the offender is released, provide information to the offender on the process to apply for a withdrawal of remaining Telephone Account funds. This is necessitated by the need to provide more detailed instructions to offenders that do not have access to the Internet.
- The released offender’s request for withdrawal of remaining funds from their Telephone Account will be submitted on the Texas Offender Telephone Account Withdrawal Request form, and must contain the offender’s name, TDCJ number, release date, USPS address, telephone contact number (if available), e-mail address (if available), date of birth and any authorized Personal Access Number (PAN) number (if available, if not available, offender release must be confirmed by TDCJ) that was approved at the time of release. The form may be computer-generated or handwritten, but must be legible to be accepted.
- The completed form will be mailed to the Contractor by the offender.

The requirements for an incarcerated offender are:

- TDCJ offenders may fund their own telephone conversations by purchasing access time through the unit commissary using their Trust Fund Account and will receive a receipt from the commissary. The Commissary and Trust Fund Department will electronically transfer the amount purchased by the offender to the Contractor.
- The offender’s friends and family can deposit funds directly into the offender’s Telephone Account.
- All funds in the offender’s Telephone Account “belong” to the offender only; access to these funds by any other parties is prohibited.
- The incarcerated offender’s request for withdrawal of funds from their Telephone Account will be submitted via a letter, I-60, or an OTS form.

### **Exhibit J.7**

- If an offender's Telephone Account has less than the requested withdrawal amount available, the Contractor will withdraw and deposit the total available amount into the offender's Trust Fund Account.
- Upon receipt of a request for withdrawal of Telephone Account funds, the Contractor will prepare a check made payable to TDCJ Inmate Trust Fund or Private Facility Contractor with a notation that references for the benefit of (FBO) and includes the offender's TDCJ (PIN) number. This check will be treated as any other Trust Fund deposit.
- The Contractor will deliver any Telephone Account withdrawal checks to the TDCJ Commissary and Trust Fund Department or Private Facility Contractor.

### **TDCJ's Processes**

The TDCJ will provide a "Release File" to the Contractor each business day.

The Contractor file will contain, at a minimum, the following elements:

- Offender State Identification (SID) Number;
- Offender TDCJ number;
- Offender Name (First/Last/Middle in separate fields);
- Offender Release Date; and
- Offender Date of Birth.

### **The Contractor's Processes**

The process to validate the request from a released offender is:

- Is the TDCJ number (will need to cross-reference with the SID) on the Contractor's Telephone Account Refund table?
- Was the request received between ninety (90) and three hundred and sixty five (365) days after the offender's release date?
- Does the Date of Birth (DOB) and Personally Allowed Number (PAN) match with our control files?

If the answers to the above questions are all "Yes", a refund will be processed and mailed to the requestor. If the answer to any of the questions is "No", the request will be rejected, and the requestor will be notified by mail of the reason for the rejection.

The Contractor will audit the TDCJ Release File against the daily "Telephone Account Refund" files, verify that the funds transferred balance to the daily Telephone Account Refund file, and reconcile any discrepancies.

The process to validate the request from an incarcerated offender is:

- Was the request submitted on an I-60 or OTS form?

**Exhibit J.7**

- Was the I-60 or OTS form legible?
- Is the offender still incarcerated (verify with OTS Coordination Office)?

If the answers to the above questions are all “Yes”, a check will be issued and delivered to the TDCJ Commissary and Trust Fund Department.

**Performance Reporting**

The Contractor shall provide a performance report that shows the number of requests and the amount of time to process each request (for both released and incarcerated offenders) on a monthly basis. The report must be received by the OTS Coordination Office by the 15<sup>th</sup> of each month. The Contractor will have a maximum of fifteen (15) calendar days from date of receipt to complete each incarcerated offender request.

**ATTENDANCE**  
**Exhibit J.8**  
**Site Pre-Dig Safety Meeting**

**Unit:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Locations:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Required Topics to be Discussed:**

Location of water, electrical, and natural gas shut-off valves or disconnects.

Location of fire extinguishers.

Emergency procedures.

Contact information for questions/assistance.

Approximate location of known buried water, wastewater, electrical, natural gas, communication and camera lines within the identified construction area.

**Name:** \_\_\_\_\_ **Representing:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Sample of Standard Reports Exhibit J.9

	Frequency	Due date
Attorney Quarterly Audit	Quarterly	1/20, 4/20, 7/20, 10/20
Bandwidth Report	Monthly	15th
Commission Report (emessaging)	Monthly	20th
Commission Report (OTS)	Monthly	20th
Consumables Report	Quarterly	7th
Friends/Family & Offender Requests for Assistance Log	Monthly	7th
Installation and Activation of Additional Workstations	Quarterly	7th
Land Lines Ported to a Cell / Blocked Report	Monthly	7th
Monthly Statistical Report	Monthly	7th
Offender Calling Patterns (Top 100 offenders)	Monthly	7th
Phones Used at Maximum Level 5-10pm	Monthly	20th
PM Report	Monthly	20th
Service Ticket Report meeting (OTS)	Monthly	20th
Service Ticket Report meeting (JPay)	Monthly	20th
Service Ticket Report meeting (SCBS)	Monthly	20th
Supervised Enrollment Report	Monthly	7th
TDCJ Commissary Refunds Report	Monthly	15th
TDCJ Released Offender Telephone Account Requested Refund Report	Monthly	15th
Top 10 Numbers Called Agency-Wide	Monthly	20th
Vacancy Report - Managed Access	Monthly	7th
Vacancy Report - OTS	Monthly	7 <sup>th</sup>
Network Spikes	Monthly	7 <sup>th</sup>
Lockdown Days	Monthly	7 <sup>th</sup>
Friends and Family Enrollment Report	Monthly	7 <sup>th</sup>
Approved Calling List Audit	Monthly	7 <sup>th</sup>
1-10 Over 1,000 minutes	Monthly	7 <sup>th</sup>
Active PAN Report	Monthly	11th, 21st, last day of the month
New Attorney	Monthly	1 <sup>st</sup>

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF PROPOSERS

### K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION

#### K.1.1 Definition

- A. "Historically Underutilized Business (HUB)" means an entity with its principal place of business in this state that is:
1. A corporation formed for the purpose of making a profit in which fifty-one percent (51%) or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged Persons who have a proportionate interest actively participate in the corporation's control, operation and management;
  2. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged Person;
  3. A partnership formed for the purpose of making a profit in which fifty-one percent (51%) or more of the assets and interest in the partnership are owned by one or more economically disadvantaged Persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
  4. A joint venture in which each entity in the venture is a HUB, as determined under another paragraph of this subdivision; or
  5. A supplier contract between a HUB as determined under another paragraph of this subdivision, and a prime Proposer under which the HUB is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.
- B. "Economically Disadvantaged Person" means a Person who is economically disadvantaged because of the Person's identification as a member of a certain group including Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Native Americans and Service Disabled Veterans, who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the Person has no control.

#### K.1.2 HUB Representation

The Proposer represents and certifies as part of its proposal that it [ ] is, or [ X ] is not, a HUB certified by the Texas Statewide Support Services Division.

### K.2 CHILD SUPPORT REPRESENTATION

- A. Under Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) Days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials or Services.

B. Governmental entities and any business entity, including a non-profit corporation, that does not have a majority shareholder who is a natural Person capable of being a child support obligor, are not subject to Texas Family Code, Section 231.006.

Check ONE:

Proposer DOES NOT have a sole proprietor, majority stockholder or substantial owner who is a natural Person capable of being a child support obligor therefore IS NOT subject to Texas Family Code, Section 231.006.

Proposer DOES have a sole proprietor, majority stockholder or substantial owner who is a natural Person capable of being a child support obligor therefore IS subject to Texas Family Code, Section 231.006.

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Texas Family Code Section 231.006 requires a bid or an application for a contract, grant, or loan paid from state funds to include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. The Social Security number(s) will be kept confidential and only disclosed in accordance with Texas Family Code Section 231.302.

_____	_____	_____	_____
Print Name	SSN	Print Name	SSN
_____	_____	_____	_____
Print Name	SSN	Print Name	SSN

The Proposer certifies that the individual or business entity named in this proposal is not eligible to receive the specified Payments and acknowledges that any resultant Contract may be terminated and Payment may be withheld if this certification is inaccurate.

**K.3 FRANCHISE TAX REPRESENTATION**

The Proposer represents and certifies, as part of its proposal that it is not currently delinquent in the payment of any franchise tax owed the State of Texas.

**K.4 TYPE OF BUSINESS ORGANIZATION**

The Proposer, by checking the applicable box, represents that:

- A. It operates as  a corporation incorporated under the laws of the State of Florida,  an individual,  a partnership,  a nonprofit organization or  a joint venture; or
- B. If the Proposer is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ (country).

**K.5 PREFERENCE CLAIM**

In accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 2, Rule 20.306, the Proposer shall check below if claiming a preference. If the appropriate line is not marked, a preference will not be granted unless other documents included in the proposal show a right to the preference.

**K.5.1 Source and Specification Preferences**

- Products of Persons with mental or physical disabilities.
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel.
- Energy efficient products.
- Rubberized asphalt paving material.
- Recycled motor oil and lubricants.

**K.5.2 Tie-Bid Preferences**

- Goods produced or offered by a Texas bidder that is owned by a Texas Resident Service Disabled Veteran.\*
- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas Resident Service Disabled Veteran.\*
- Agricultural products produced or grown in Texas.
- Agricultural products or services offered by Texas bidders.\*
- Services offered by a Texas bidder that is owned by a Texas Resident Service Disabled Veteran.\*
- Services offered by a Texas bidder that is not owned by a Texas Resident Service Disabled Veteran.\*
- Texas Vegetation Native to the Region.
- USA produced supplies, materials, equipment or agricultural products.

**K.5.3 Additional Preferences**

- Products produced at facilities located on formerly contaminated property.
- Products and services from economically depressed or blighted areas.
- Vendors that meet or exceed air quality standards.
- Recycled or reused computer equipment of other manufacturers.
- Foods of higher nutritional value (for consumption in a public cafeteria only).

\*By signing this proposal, the Proposer certifies that if a Texas address is shown as the address of the Contractor, the Contractor qualifies as a Texas Resident Bidder as defined in Texas Government Code, Section 2155.444(c).

**K.6 REPRESENTATIONS OF PROPOSER**

The Proposer represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for the purposes of entering into this Contract, as follows:

**K.6.1 Organization and Qualification**

If the Proposer operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

**K.6.2 Authorization**

This Contract has been duly authorized, executed and delivered by the Proposer and, assuming due execution and delivery by the Department, constitutes a legal, valid and binding agreement enforceable against the Proposer in accordance with its terms.

**K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Proposer is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Proposer or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Proposer's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Proposer.

**K.6.4 No Defaults under Agreements**

The Proposer is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Proposer under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Proposer's ability to perform its obligations under this Contract.

**K.6.5 Compliance with Laws**

Neither the Proposer nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Proposer or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Proposer is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Proposer's ability to perform its obligations under this Contract.

**K.6.6 No Litigation**

- A. The Proposer certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which the Proposer, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in the Proposer's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters.
- B. The Proposer further certifies that no labor disturbance by the employees of the Proposer exists or is imminent which may be expected to materially and adversely affect the Proposer's ability to perform its obligations under this Contract.
- C. Prior to the Department making an award of this Contract, the Department may require Proposers being considered for the award to recertify the representations set forth above.

The Department, in its sole discretion, may disqualify any Proposer that in the opinion of the Department is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in the Proposer's ability to perform its obligations under this Contract.

- D. During the term of this Contract, to include extensions hereof, the Proposer shall notify the Department in writing within five (5) Days of the Proposer having received knowledge of any actions, suits or proceedings filed against the Proposer, or any of its employees, or to which the Proposer, or any of its employees, are a party, before or by any court or governmental agency or body, which:
1. May result in any material adverse change in the Proposer's ability to perform its obligations under this Contract;
  2. Filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in the Proposer's ability to perform its obligations under this Contract; or
  3. Is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in Proposer's ability to perform its obligations under this Contract; and
  4. The Contractor shall provide in writing, to the Contract Specialist, a quarterly report listing litigation identified in the above requirements.

#### **K.6.7 Taxes**

- A. The Proposer has filed all necessary federal, state and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon.
- B. The Proposer has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Proposer's ability to perform its obligations under this Contract.
- C. The Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Contractor or its employees.

#### **K.6.8 Financial Statements**

- A. The Proposer has delivered to the Department a copy of its most recent audited financial report. This report must include, as a minimum the following financial information:
  1. Audited balance sheet;
  2. Statement of income; and
  3. Any changes in financial position of the company.
- B. This statement fairly presents the financial position of the Proposer at the date shown and the results of its operations for the period covered, and has been prepared in conformity with GAAP applied on a consistent basis, except as discussed in the notes to the financial statement.

**K.6.9 No Adverse Change**

Since the date of the Proposer's most recent balance sheet provided to the Department, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Proposer from that reflected in such balance sheet which is material to the Proposer's ability to perform its obligations under this Contract.

**K.6.10 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Proposer can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department by the Proposer prior to the date hereof.

**K.6.11 No Collusion**

- A. The Proposer represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than Persons or entities, which the Proposer engaged to assist it with respect to such response or submission.
- B. Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other Person engaged in such line of business.

**K.6.12 Ethics****K.6.12.1 Conflict of Interest**

Pursuant to Texas Government Code, Section 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Texas Government Code, Section 572.051, outlines the ethical standards required of State officers and employees who interact with public purchasers in the conduct of State business.

Specifically, a Department employee may not have an interest in, or in any manner be connected with a contract or proposal for a purchase of goods or Services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a Person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of the Department or purchasers of other State Agencies.

**K.6.12.2 Disclosure of Interested Parties**

In accordance with Texas Government Code, Section 2252.908, a governmental entity or State agency may not enter into a contract valued at \$1,000,000.00 or greater with a business entity unless the business entity, in accordance with Texas Administrative Code, Title 1, Part 2, Chapter 46, Rules 46.1, 46.3 and 46.5, submits a disclosure of interested

parties to the governmental entity or State Agency at the time the business entity submits the signed Contract to the governmental entity or State Agency.

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**K.6.12.3 No Gratuities**

The Proposer represents that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

**K.6.13 No Compensation**

Pursuant to Texas Government Code, Section 2155.004, the Proposer has not received compensation for participation in the preparation of the specifications for this proposal. Under Texas Government Code, Section 2155.004, the Proposer certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

**K.6.14 Contracting with Executive Head of State Agency**

- A. The Proposer represents and certifies that they are in compliance with Texas Government Code, Section 669.003, relating to contracting with the executive head of a State Agency.
- B. If Texas Government Code, Section 669.003 applies, the Proposer shall complete the following information in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Date of Employment with Proposer: \_\_\_\_\_

**K.6.15 Limitation on Employment of Former State Officers**

The Proposer represents that they are in compliance with Texas Government Code, Section 572.069 relating to employment of a former State officer or employee. A former State officer or employee of the Department who during the period of state service or employment participated on behalf of the Department on a procurement or contract negotiation involving a business entity may not accept employment from that business entity before the second anniversary of the date the officer's or employee's service or employment with the Department ceased.



**K.6.16 Notification**

If any of the information provided in the above representations changes during the term of this Contract, the Contractor shall submit an updated representation as soon as is reasonably possible.

**K.6.17 Suspension, Debarment and Terrorism**

The Department is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

**K.6.18 Prohibition of a State Agency Contracting With Companies that Boycott Israel**

Contractor certifies that they are in compliance with Chapter 2270 of the Government Code relating to the prohibition of a state agency contracting with companies that boycott Israel or boycotts Israel during the term of the Contract. The Contractor certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

**K.6.19 Prohibition of a State Agency Contracting With Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations**

Contractor certifies that they are in compliance with Chapter 2252.152 of the Government Code relating to the prohibition of a state agency contracting with companies that are engaged in business with Iran, Sudan, or foreign terrorist organizations. The Contractor certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

**K.6.20 Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster after September 24, 2005**

Pursuant to Texas Government Code, Section 2261.053, a State Agency may not accept a proposal or award a contract, including a contract for which purchasing authority is delegated to a State Agency, that includes proposed financial participation by a Person who, during the five (5) year period preceding the date of the proposal or award, has been convicted of violating a federal law or accessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Katrina or any other disaster occurring after September 24, 2005. Under Texas Government Code, Section 2261.053, the Contractor certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

**K.6.21 Deceptive Trade Practices; Unfair Business Practices**

The Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practice violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. The Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practice violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**K.7 REPRESENTATIONS OF THE DEPARTMENT**

The Department represents and warrants to and for the benefit of the Proposer with the intent that the Proposer will rely thereon for the purposes of entering into this Contract as follows:

**K.7.1 Authorization**

The Department has the requisite power to enter into this Contract and perform its obligations thereunder and by proper action has duly authorized the execution, delivery and performance hereof.

**K.7.2 No Violation of Agreements**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Department or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.

**K.7.3 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the Services required under this Contract that would increase the cost to the Proposer of providing such Services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Proposer by the Department prior to the date hereof.

**K.8 AUTHORIZED NEGOTIATORS**

The Proposer represents that the following Persons are authorized to negotiate on its behalf with the Department in connection with this Request for Proposal (RFP): (list names, titles and telephone numbers of the authorized negotiators).

\_\_\_\_\_  
Paul Cooper, VP/GM (913) 353-7388

\_\_\_\_\_  
Barry Brinker, VP National Operations

**K.9 PAYEE IDENTIFICATION NUMBER**

The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. The Proposer shall provide its Payee Identification Number in the space provided below. If this number is not known, the Proposer shall provide the Federal Taxpayer Identification Number.

Payee Identification Number: \_\_\_\_\_ or

Federal Taxpayer Identification Number: 59-3268090

**K.10 POINT OF CONTACT**

The Proposer shall provide the name, title, phone number, fax number, address and e-mail address of a point of contact for questions concerning the submitted proposal.

Name: Terence Clair Title: TDCJ Program Manager

Phone Number: (936) 355-3306 Fax Number: (720) 264-8121

Street Address: c/o Brittin Schavey, 11921 N Mo Pac Expressway #100

City: Austin State: TX Zip Code: 78759

E-mail Address: terence.clair@centurylink.com


**K.11 CERTIFICATION**

To be completed by the Proposer: (The Proposer must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below by an individual authorized to bind the Proposer.

The Proposer makes the foregoing Representations and Certifications as part of its proposal.

CenturyLink  
Name of Proposer

696-IT-18-P014  
Solicitation No.

  
Signature of Authorized Individual

5/15/2018  
Date

Paul Cooper  
Typed Name of Authorized Individual

Note: The penalty for making false statements shall void the submitted proposal or any resulting Contracts, and the Proposer shall be removed from all bid lists.