

## **11. CONTRACTOR/SUBCONTRACTOR RELATIONSHIPS**

**Sprint will function as the prime contractor—assuming total responsibility for all performance aspects of this contract, including portions provided by subcontractors. Sprint understands that there are consequences including but not limited to contract penalties for failing to sufficiently plan for fully carrying out all objectives and tasks under this contract.**

**Should subcontractor relationships change during the term of contract, Sprint agrees to notify WDOC of the pending change by Sprint and WDOC reserves the right to approve the change before it occurs. If such a change is being proposed, information on the new subcontractor will be provided equivalent to the specifications in the original request for proposal. Any approved change will come with the assurance of no loss of performance during the change or for the remainder of the term of the contract.**

**Subcontractors shall be subject to approval of WDOC. WDOC reserves the right to prohibit any of the employees of Sprint and/or subcontractors from performing service with regard to this contract.**

## **12. COST AND REVENUE REQUIREMENTS**

**Sprint agrees to make the following types of calls available from all Department facilities, including:**

- Local (including extended community calls) calls**
- IntraLATA calls**
- InterLATA calls**
- Interstate calls**

**The contract rates to callers using the inmate calling system will not increase for the initial (five year) term of the contract.**

**The following are the initial rates to be charged for this contract. The charge to the called party shall consist of the set-up charge for the**

appropriate call type plus the per minute rate for each minute of the placed call. Charges shall commence upon acceptance of call by the party called and shall cease when the connection is terminated.

Call Type:	Set-Up Charge:	Per Minute Rate:
Local:	<u>1.25</u>	<u>0</u>
IntraLATA:	<u>1.25</u>	<u>.22</u>
InterLATA:	<u>1.25</u>	<u>.28</u>
Interstate:	<u>2.00</u>	<u>.35</u>

Any rate reductions applicable to inmate telephone calls under the jurisdiction of the Wisconsin Public Service Commission or the Federal Communications Commission must be immediately passed onto the called parties accepting calls under this contract, and notice of such reductions must be provided to WDOC in writing.

### 13. COMMISSIONS, ADMINISTRATIVE SUPPORT, AND REPORTS

Sprint agrees to pay to WDOC a commission of thirty percent (30%) of the gross revenues generated under this contract. Payments shall be made monthly by one check covering all commissions and administrative costs. The check shall be made payable to Wisconsin Department of Corrections and remitted to the Bureau of Fiscal Services, PO Box 7991 Madison, Wisconsin 53707-7991.

Sprint agrees that these commissions will be paid retroactively to the date service commenced at each location, and will be paid based on gross revenues.

In addition, Sprint agrees to pay an additional \$1,666.67 per month for 60 months as a monthly credit for administrative support. This additional cost will begin to be paid to WDOC in the first month after execution of this contract, and will be paid in the same manner as the percentage commission referred to above.