

**CONTRACT BETWEEN
STATE OF WYOMING, DEPARTMENT OF CORRECTIONS
AND INMATE CALLING SOLUTIONS, LLC.
FOR INMATE TELEPHONE SERVICES**

1. Parties. The parties to this Contract are the State of Wyoming, Department of Corrections (hereinafter referred to as "WDOC"), whose address is 700 West 21st Street, Cheyenne, Wyoming 82002, and Inmate Calling Solutions, LLC, a California Corporation, (hereinafter referred to as "Contractor"), whose principal place of business is located at 5883 Rue Ferrari, San Jose, California 95138.

2. Purpose of Contract. The purpose of this Contract is for WDOC to grant Contractor the exclusive right and privilege to install and operate prison inmate telephones and related telephone equipment at WDOC's Facilities as detailed in **Attachment B** (hereinafter referred to as "Facilities") which is attached hereto and incorporated herein. Contractor shall, at no cost to WDOC, provide all inside wiring for the inmate telephones, install the inmate telephones, and the related hardware and software/firmware specifically identified herein, to enable inmates at the Facilities to make auto-collect local and long distance calls, debit local, long distance and international calls, and/or pre-paid local, long distance and international calls from the Facilities pursuant to the terms set forth herein.

3. Term of Contract and Required Approvals. This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from May 31, 2006 through June 30, 2008 (hereinafter referred to as "Initial Term"). The Contract shall not bind, nor purport to bind, WDOC for any contractual commitment in excess of the Initial Term. However, WDOC at its sole option shall have the right to renew this Contract for one (1) additional two (2) year term, with thirty (30) days written notice to Contractor prior to expiration of the Initial Term. In the event WDOC exercises such right, all terms and conditions, requirements, and specifications of the Contract shall remain the same and apply during the renewal term unless changes are specifically agreed to by the parties. This Contract will not automatically renew, but may be renewed by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of renewal.

By law, contracts for professional or other services must be approved as to form by the Attorney General and approved by A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b)(iv).

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4. Payment

A. Collect, Debit and Pre-Paid. Contractor shall pay WDOC the applicable commission rate based on the Gross Revenue ranges detailed in the Commission Rate Table below. Gross Revenues are generated by and through the Inmate Telephone System ("ITS") including, but not limited to, collect, debit and pre-paid inmate calls completed from the inmate telephone equipment located at the Facilities listed on **Attachment B**. Any additional fees or charges placed on the called party's telephone bill must be approved by the WDOC. The additional fees or charges will be considered part of the Gross Revenue and shall be commissioned based on the Gross Revenue ranges detailed in the Commission Rate Table below.

i. Gross Revenue includes, but is not limited to, all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate, and International revenues and any and all additional charges and fees generated by the completion of all collect, debit, and pre-paid calls from Contractor's inmate telephones.

ii. Pre-paid calls include, but are not limited to, those calls completed by using a pre-paid card as well as all calls which have been pre-paid by any person or entity and by any method of payment.

iii. Contractor shall pay commission on the Gross Revenues before any deductions are made for un-billable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments, or any other Contractor expenses.

iv. A collect call is deemed to be complete and commission due when the called party accepts the call regardless if Contractor can bill or collect the revenue on the call.

v. A debit or pre-paid call is deemed to be complete and commission due when a connection is made between the inmate and the called party, whether such connection be established by positive acceptance or by live or automated machine pick-up.

vi. Calls to telephone numbers that appear on the free call list supplied by WDOC shall not generate revenue for Contractor and shall not be commissionable to WDOC. Only those numbers designated by WDOC on the free call list shall be marked as "Free" in the Inmate Telephone System.

vii. Commission on debit cards shall be due when WDOC purchases the debit cards, but shall be payable under **Section 4.E.** of this Contract. All debit cards ordered and received by WDOC shall be billed to

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WDOC for the full amount of the face value of the debit cards. The debit card invoice shall be payable by WDOC within thirty (30) days of WDOC's receipt.

viii. Additionally, WDOC shall not be liable for any of Contractor's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages.

COMMISSION RATE TABLE - COLLECT, DEBIT AND PRE-PAID REVENUE

Gross Revenue Range	
\$49,000.00 or less	
\$64,000.00 - \$49,000.01	
\$64,000.01 or greater	

B. Debit Program. For the purposes of this paragraph, the term debit refers to a paperless, commissary-based program, not debit cards. To facilitate the implementation of the debit program, Contractor shall handle the first fifty thousand dollars (\$50,000.00) of debit Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate and International calls at no charge to WDOC. Any debit revenue generated in excess of fifty thousand dollars (\$50,000.00) shall be commissioned to WDOC according to the Commission Rate Table shown above and paid according to **Section 4.E.** of this Contract. Additionally, the Contractor shall handle the first twenty thousand dollars (\$20,000.00) of debit Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate and International calls at the Wyoming Medium Correctional Institution in Torrington, Wyoming, at no cost to WDOC as soon as this facility is opened. Any debit revenue generated in excess of the first twenty thousand dollars (\$20,000.00) at the Wyoming Medium Correctional Institution in Torrington, Wyoming shall be commissioned to WDOC as described in the Commission Rate Table shown above.

C. Lobby Telephones. Contractor agrees to provide WDOC with a total of five (5) lobby telephones for the Facilities as detailed in **Attachment B.** The lobby telephones shall be installed as directed by WDOC. Each lobby telephone shall allow free local calls and incoming calls. Each lobby telephone shall also allow credit card, collect and toll-free calls.

D. Rates. The Contractor shall provide rates that mirror or are lower than the dominant carrier rates. The Contractor shall submit a request in writing to receive approval from WDOC for any rate increases and/or decreases for inmate telephone calls before new rates are implemented. WDOC will respond in writing to Contractor's request. Should Contractor decrease the

calling rates without the express written approval of WDOC, the Contractor shall be responsible for paying commissions on the Gross Revenue as determined by applying the calling rates prior to the unapproved change. Should Contractor increase the calling rates without the express written approval of WDOC, Contractor must issue credits to all called parties that were overcharged. No commission refund shall be due from WDOC to Contractor for unapproved rate increases.

i. Calling rates shall be defined as the combined cost of surcharges, any additional fees, and per minute rates charged to the called party.

ii. Both parties have mutually agreed upon the rates for inmate telephone calls, as detailed in **Attachment B**. Any and all charges and fees that will be assessed for all collect, debit and pre-paid inmate telephone calls shall be shown in **Attachment B**.

iii. For the life of the Contract, any rate adjustments requested by Contractor for inmate telephone calls must be requested by Contractor in writing and approved by WDOC in writing, prior to implementation.

iv. Rate adjustments requested by WDOC will be implemented by Contractor within four (4) days of said request, subject to regulatory approval.

E. Reporting and Issuing Payment. Contractor shall provide commission payments and traffic reports to WDOC or its Designated Agent no later than the twenty-fifth (25th) day of the month following the month of traffic. Commission payments shall be sent via wire transfer and traffic detail reports shall be sent via electronic format to WDOC or its Designated Agent.

i. Traffic detail reports shall include a detailed breakdown of the traffic for each of the Facilities listed in **Attachment B** for all collect, debit and pre-paid calls for each inmate telephone or inmate telephone station. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station broken down by collect, debit, and pre-paid call types:

- a.** Facility Name;
- b.** Facility Identification Number;
- c.** Facility Street Address, City, State, and Zip

Code;

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d. Automatic Number Identifier, or inmate telephone or inmate telephone station number;

e. Total Gross Local Revenue and Commission per Inmate Telephone or inmate telephone station;

f. Total Gross Intralata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station;

g. Total Gross Interlata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station;

h. Total Gross Interlata/Interstate Revenue and Commission per Inmate Telephone or Inmate Telephone Station;

i. Total Gross International Revenue per Inmate Telephone or inmate telephone station;

j. Commission Rate;

k. Total Commission Amount (including, but not limited to, Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate and International);

l. Period Dates;

m. Total Minutes of use per Inmate Telephone or inmate telephone station for each call type;

n. Total Number of Calls per Inmate Telephone or inmate telephone Station for each call type;

o. Total Debit Usage for each call type; and

p. Total Pre-Paid Usage for each call type.

ii. Commission discrepancies must be resolved by Contractor within thirty (30) days of written notification of a discrepancy by WDOC or its Designated Agent to Contractor or such discrepancy is subject to late charges, as described below and/or termination of the Contract at the sole discretion of WDOC, and/or any other legal course of action WDOC elects to pursue.

iii. Payments and/or traffic detail reports received by WDOC after the due date will be subject to late charges. The due date for all payments and reporting is the twenty fifth (25th) day of the month following the

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month of traffic. Late charges for commission payments shall be equal to five percent (5%) per month of the commission due. Late charges for traffic detail reporting shall be a fee of seven hundred fifty dollars (\$750.00) per month for each report not received by the twenty fifth (25th) day of the month following the traffic month. If both the commission payment and reporting are not received by the due date, the larger of the late charges will be imposed.

5. Responsibilities of Contractor. Contractor shall agree to all terms and conditions set forth in this Contract, and Contractor shall agree to the specifications, including, but not limited to, the features and functionalities of the Inmate Telephone System (hereinafter referred to as "ITS") listed in **Attachment A**. If WDOC designates an Agent, Contractor shall follow WDOC's direction in working with such Designated Agent.

6. Responsibilities of WDOC

A. WDOC shall comply with the terms and conditions of this Contract.

7. Special Provisions

A. Notice and Approval of Proposed Sale or Transfer. If the Contractor shall merge or be acquired by another firm, the following documents must be submitted to WDOC:

i. Corporate resolutions prepared by the Contractor and new entity ratifying acceptance of the original Contract, terms, conditions, and process.

ii. The new Contractor's Federal Identification Number (FEIN).

B. Limitation of Liability. Except as to claims brought by a third party against WDOC that are covered by **Section 8.J.** of the Contract, in no event shall WDOC have any liability for indirect, incidental, special, or consequential damages, loss of profits or income, lost or corrupted data, or loss of use or other benefits ("Extraordinary Damages") arising out of or in any way related to any equipment, product, or service provided by Contractor pursuant to this Contract. In any event, Contractor's liability for any damages shall be limited to the direct actual damages proven by WDOC, excluding any amounts relating to WDOC's negligence or willful misconduct.

C. Disclaimer of Warranties. Contractor's obligations under this Contract are in lieu of all warranties, express or implied. Contractor disclaims all warranties, including, without limitation, any warranty of merchantability and fitness for a particular purpose with regard to any

equipment, product or service provided by Contractor pursuant to this Contract.

D. Discrepancy. Should there be a discrepancy in the Contract, the RFP, and the RFP response, the terms and conditions contained in the Contract and its amendments will prevail over the RFP, and the RFP will prevail over the responses to the RFP.

E. Dispute Resolution

i. Resolution by Executives. All disputes will first be submitted for resolution to a top executive of each Party. Each such executive shall have authority to bind the Party in all matters in connection herewith. Within thirty (30) days of such submission, the executives will meet to resolve the dispute and may decide to hear additional arguments that a party may wish to make in connection therewith. If the executives reach agreement on the disposition of the dispute, they will promptly issue their joint written decision resolving the dispute. Any dispute dealt with in this manner will be considered conclusively resolved and may not be the subject of any arbitration or litigation between the Parties. Any dispute that cannot be promptly decided in this manner by the executives may be taken by the aggrieved party to arbitration as described below.

ii. Arbitration. Any dispute or claim arising out of or relating to this Agreement not resolved through the meeting of executives of the parties, as described above, will be settled by one (1) arbitrator. The arbitrator will be independent and knowledgeable with respect to contracts of this kind. If practicable, the arbitrator will be agreed upon by the Parties, or will be appointed by agreement of the Parties from a list of no more than three (3) persons, but if the Parties are unable to agree on an arbitrator within ten (10) days from the date on which either Party requests the appointment of an arbitrator, either Party may request the American Arbitration Association to appoint such person as soon as practicable. The arbitration will take place in a place that is mutually agreeable by both Parties. Each of the Parties will cooperate with the arbitrator and will provide the arbitrator with all information in their possession or under their control necessary or relevant to the matter being determined. The Parties will use their reasonable efforts to cause any arbitration hearing that may be held hereunder to be completed as soon as practicable. The arbitrator will be required to make his award as soon as practicable after the conclusion of the arbitration hearing. The award will be in writing, including the grounds on which the arbitrator based the award. Judgment upon an award, including any interim award, rendered by the arbitrator may be entered in any Court having jurisdiction thereof. The arbitrator may determine all questions of law and jurisdiction including questions as to whether the dispute is arbitratable, and has the right to grant permanent and interim damages or injunctive relief, and will have the

discretion to award costs including reasonable legal fees, interest and costs of the arbitration.

iii. Nothing in this Contract shall be construed as a substitute for the requirements imposed by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.* Rather, the aforementioned dispute resolution processes shall be used by the parties in an effort to amicably resolve any dispute.

8. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

B. Americans with Disabilities Act. The Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

C. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

D. Assignment. Contractor shall not assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of WDOC, which consent will not be unreasonably withheld or unduly delayed. **Upon WDOC's written consent, any such purchaser, assignee, successor, or delegate shall thereupon have all of the rights and responsibilities of the Contractor.** WDOC may assign any and all of its rights and obligations hereunder without the written consent but upon written notice thereof to the Contractor (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.

E. Audit. WDOC, or its Designated Agent, shall have access to fully audit or examine any books, documents, papers, records, and information of the Contractor which are directly pertinent to this Contract from the Effective Date of the Contract and for a period of two (2) years after the termination date of the Contract, upon ten (10) business days written notice.

i. Contractor shall maintain accurate, complete and auditable records fully reflecting the Gross Revenues from which commissions can be determined, including all call detail, EMI billing records, pre-paid card sales, and commissioning reports during the term of the Contract and for no less than two (2) years after the term of the Contract covered thereby in accordance with generally accepted accounting principles. Failure by Contractor to comply with this full audit rights provision will be grounds for termination of the Contract at WDOC's sole discretion.

ii. WDOC may also employ at its cost and discretion any Agent or subcontractor of its choosing in the performance of such audits. If an audit reveals a shortage of more than three percent (3%) of a year's commission or other monies due, then the Contractor shall pay WDOC's reasonable cost of the audit and interest on any monies due WDOC at the rate of one and one-half percent (1.5%) per month within thirty (30) days after receipt of written notice for the same.

F. Compliance with Law. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

G. Confidentiality of Information. WDOC and Contractor shall keep confidential any and all information, which either party states to be confidential or proprietary and so advises the other party or labels the information as such ("Confidential Information"). Such information shall remain the property of the party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate party. In the event disclosure of such information is required by law, governmental order or regulation, such disclosure may be made after notice is given to either party by the other, but such disclosure to a government entity or pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either party. Any violation of this provision by either party shall be actionable.

i. However, notwithstanding the foregoing, neither party shall be under any obligation to maintain in confidence any portion of the information it has received which:

a. Is now, or which becomes hereafter through no act or failure to act on the part of the receiving party, generally known or available to the public;

b. Is already known by the receiving party at the time of the disclosure of such information and was not under any obligations of confidence;

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c. Is hereafter furnished to the receiving party by a source other than the other party, provided such source is not known by the receiving party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation;

d. Has been independently developed by the receiving party without benefit of the confidential or proprietary information of the other; or

e. Is required to be disclosed by order of any governing body or court of competent jurisdiction; provided, however, that the party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure.

ii. Each party will:

a. Follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information;

b. Not disclose, or allow to be disclosed, the Confidential Information to any party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Contract, or are under a binding obligation of confidentiality with respect to any such information;

c. Not use the Confidential Information for any purpose other than to perform under this Contract; and

d. Treat all Confidential Information of the other party with the same degree of care to avoid disclosure to third parties as is used with respect to the recipient party's own Confidential Information, but not less than a reasonable degree of care.

H. Entirety of Contract. This Contract, consisting of eighteen (18) pages, together with **Attachment A**, Contractor Responsibilities & Inmate Telephone System Features and Functionalities, consisting of nineteen (19) pages, and **Attachment B**, consisting of two (2) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

I. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight

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embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

J. Indemnification. The Contractor shall indemnify, defend and hold harmless the State of Wyoming, WDOC, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability (including reasonable attorney's fees) arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder; for any actual or alleged negligence or dishonesty of the Contractor, or any of its employees, Agents or subcontractors, in providing the equipment and services hereunder; for any actual or alleged act of commission or omission by the Contractor, or any of its employees, Agents or subcontractors, in the operation of Contractor's business or ITS; or for any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the ITS, except where such claims, demands or liabilities are due to the negligence of WDOC, its Agents or employees.

i. To the degree permitted by law, WDOC agrees to provide Contractor with reasonable and timely notice on any claim, demand or cause of action made or brought against WDOC arising out of or related to the services rendered by Contractor. Contractor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. WDOC agrees not to compromise or settle any claim or cause without the prior written consent of Contractor. Notwithstanding any term or condition of this Contract, WDOC shall at all times retain its sovereign immunity and shall be entitled to respond to claims as provided in the Wyoming Governmental Claims Act, W.S. § 1-39-101, *et seq.*

ii. In the event any infringement claim is made or threatened against WDOC, or injunctive relief is granted to a Claimant, Contractor shall (1) obtain the right for WDOC to continue use of the services; (2) substitute other services of like capability, or (3) replace or modify the services to render them non-infringing while retaining like capability. In the event Contractor is unable to perform any of the above, WDOC may terminate the Contract with written notice to Contractor. The remedies provided in this subsection are WDOC's sole remedies for Contractor's failure to perform any obligation in this subsection.

iii. These indemnities and remedies shall survive the expiration or other termination of the Contract.

iv. Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by WDOC, including its Agents, employees, and assigns.

K. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc. which may accrue because of this Contract. Contractor agrees to indemnify, save, and hold WDOC, its officers, Agents, and employees harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or WDOC, or to incur any obligation of any kind on the behalf of the State of Wyoming or WDOC except as otherwise explicitly delineated herein. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract. Nothing in this Contract is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing WDOC to exercise control or direction over the manner or method by which Contractor or its subcontractors perform hereunder.

i. Contractor has the power to enter into the transaction contemplated by this Contract and to carry out its obligations hereunder, and is duly authorized or licensed and in good standing as a corporation to do business in the State of Wyoming.

ii. Contractor certifies that is has not been found guilty in a judicial or state administrative agency proceeding of unfair business practices within the year preceding the Effective Date of this Contract. Contractor further certifies that no other officer of Contractor's business has served, within the past year, as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. Contractor agrees that if the above certifications are false, then at the option of WDOC, this Contract is subject to termination, such false certifications being a material breach of this Contract.

L. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this

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Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, WDOC may, at its discretion, terminate this Contract without liability to WDOC, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

M. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and delivered to the parties, either by delivery in person, by courier, or by registered or certified mail addressed to the party's address listed below. Notice shall be presumed to have been received five (5) business days after it is deposited in a U.S. Postal Service Depository.

- i.** For State of Wyoming, Department of Corrections:
Wyoming Department of Corrections
700 West 21st Street
Cheyenne, WY 82002
ATTN: Jamie Spezzano

- ii.** For Inmate Calling Solutions:
Inmate Calling Solutions, LLC
5883 Rue Ferrari
San Jose, CA 95138
ATTN: Ken Dawson

N. Ownership of Documents/Work Product/Materials. All documents, reports, records, field notes, data, samples, specimens, and materials of any kind provided to WDOC by Contractor, with the exception of privileged or proprietary documents resulting solely from the performance of this Contract, are at all times the property of WDOC. Information that is internal to Contractor's business operation shall be considered proprietary and not considered the property of WDOC.

O. Patent or Copyright Protection. The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify WDOC for any violation or alleged violation of such patent, trademark, copyright, license or other restrictions.

P. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I

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Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

Q. Proof of Insurance

i. The Contractor shall not commence work under this Contract until the Contractor has obtained the following insurance coverage and provided the corresponding certificates of insurance:

a. Business Automobile Liability. The Contractor shall maintain, during the entire term of the Contract, automobile liability insurance protecting against bodily injury, through insurance companies with no less than A rating in the A.M. Best insurance rating guide, in an amount not less than two hundred fifty thousand dollars (\$250,000.00) per person and five hundred thousand dollars (\$500,000.00) per occurrence.

b. Commercial General Liability Insurance. The Contractor shall have and maintain comprehensive general liability insurance coverage through insurance companies with no less than A rating in the A.M. Best insurance rating guide, during the entire term of the Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than one hundred thousand dollars (\$100,000.00) for any single accident resulting in injury or destruction of property, five hundred thousand dollars (\$500,000.00) for each occurrence of bodily injury or death, and one million dollars (\$1,000,000.00) for damages resulting in bodily injury or death in the aggregate.

c. Excess Liability. Contractor shall maintain, during the entire term of the Contract, an umbrella form of excess liability insurance, through insurance companies with no less than A rating in the A.M. Best insurance rating guide, in an amount not less than one million dollars (\$1,000,000.00).

d. Workers' Compensation or Employers' Liability Insurance. The Contractor shall provide proof of workers' compensation coverage pursuant to the Wyoming Workers' Compensation Act (Wyo. Stat. § 27-14-101 *et seq.*), if statutorily required, or such other workers' compensation insurance as appropriate. Contractor's insurance shall include "Stop Gap" coverage in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease.

ii. Coverage. All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the

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insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to WDOC. The insurance required shall be on either an occurrence basis or on a claims-made basis. WDOC agrees to provide Contractor with reasonable and timely notice on any claim, demand or causer of action made or brought against WDOC arising out of or related to the utilization of equipment or services rendered by Contractor. Contractor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. WDOC agrees not to compromise or settle any claim or cause without the prior written consent of Contractor.

iii. Waiver of Subrogation. Contractor shall be required to provide WDOC with a waiver of subrogation.

iv. Right to Reject. WDOC reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This would include, but is not limited to, insurance companies with no less than A rating in the A.M. Best insurance rating guide.

v. Named as an Additional Insured. All insurance policies required by this Contract, except Workers' Compensation, required for performance of this Contract shall include the State and WDOC, and their divisions, officers, and employees as Additional Insured, solely against claims brought against the State, WDOC, or their public employees under the Wyoming Governmental Claims Act and claims against the State, WDOC, or their public employees arising under 42 U.S.C. § 1983 or other federal statutes, which the State has obligated itself to pay under the Wyoming Governmental Claims Act, but only with respect to Contractor's activities to be performed under this Contract.

vi. Sub-contractors. The Contractor shall ensure that all sub-contractors engaged by the Contractor carry and maintain sufficient insurance. The Contractor and sub-contractors shall submit proof of such insurance to WDOC.

vii. Cancellation. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from Contractor or their insurers to WDOC. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to WDOC and its divisions, officers, and employees.

R. Publicity. Any publicity given to the program or services provided herein, including but not limited to notices, information, pamphlets,

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press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify WDOC as the sponsoring agency and shall not be released without prior written approval from WDOC.

S. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

T. Sovereign Immunity. The State of Wyoming and WDOC do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

U. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

V. Termination of Contract. In the event either party breaches the Contract by failing to perform as agreed, the non-breaching party shall give the breaching party written notice of the failure stating what failure has occurred. The breaching party shall have thirty (30) days after the receipt of such notice to remedy the failure. If the breaching party does not remedy the failure in the allowed thirty (30) days, the non-breaching party may terminate this Contract. Should Contractor for any reason, except in the case of force majeure, become unable to complete the work required by this Contract, WDOC may, at its sole discretion, call for fifty-five thousand dollars (\$55,000.00) in liquidated damages. Notwithstanding the above, should WDOC prevent Contractor from entering the premises to complete repair work on the inmate telephone equipment, Contractor shall have time to complete said repairs using under the provisions outlined in **Attachment A (Section XII, Item D)** after WDOC allows Contractor access to the inmate telephone equipment.

i. Contractor is responsible for performing remote diagnostics, monitoring, and maintenance on the inmate telephone system. In the event that WDOC experiences a service or equipment outage, Contractor shall repair any such outage or otherwise restore service within ten (10) days after it receives notice of or detects a service or equipment outage. If Contractor is unable to make the necessary repairs and/or restore service within this ten (10) day period, WDOC may immediately terminate this Contract upon providing written notice of termination to Contractor. The Transition period referred to in **Section XI of Attachment A** will begin upon the termination of this Contract.

ii. The Contract between WDOC and Contractor may be terminated by WDOC upon sixty (60) days written notice from WDOC to Contractor. The Transition period referred to in **Section XI** of **Attachment A** will begin upon the termination of this Contract.

W. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this contract, or to bring an action for the breach of this Contract.

X. Waivers. Only a written instrument executed by the party waiving compliance may waive the terms, covenants, representations and/or warranties contained in this Contract. The failure of either party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either party of any term(s), covenant, representation or warranty contained in this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of such term, covenant, representation or warranty, or of any other term, covenant, representation or warranty contained in this Contract.

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Y. Signatures. By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

The effective date of this Contract is the date of the signature last affixed to this page.

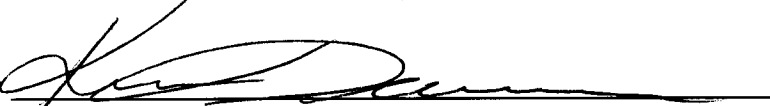
STATE OF WYOMING, DEPARTMENT OF CORRECTIONS:



Robert O. Lampert
Director

5-5-06
Date

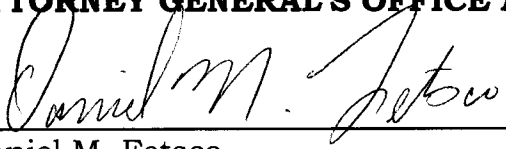
INMATE CALLING SOLUTIONS, LLC:



Ken Dawson
President

4/2/06
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:



Daniel M. Fetsco
Senior Assistant Attorney General

5-31-06
Date

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ATTACHMENT A

CONTRACTOR RESPONSIBILITIES & INMATE TELEPHONE SYSTEM FEATURES AND FUNCTIONALITIES

I. GENERAL REQUIREMENTS

The Contractor shall furnish, install and maintain telephones for use by inmates at the Facilities listed in **Attachment B** operated by WDOC. The Contractor shall provide all telephone services to the inmates utilizing Contractor's Inmate Telephone System ("ITS") in accordance with those requirements and provisions set forth in this section.

- A. Contractor shall notify WDOC of any new software upgrades within thirty (30) days of the introduction of the new software into the market by Contractor. Contractor shall notify WDOC and upgrade the ITS with new software versions and new hardware developments at no cost to WDOC.
- B. Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government at no cost to WDOC. The Contractor shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider.

II. SECURITY

All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearances prior to arrival at the Facilities. All Contractor employees will comply with WDOC's policies and procedures. Entry to the Facilities is subject to the approval of the WDOC's onsite Facility Administrator, Warden or Security Manager.

III. SINGLE POINT OF CONTACT

Contractor shall appoint an Account Executive ("AE") who will act as a single point of contact for all inmate telephone-related activities, inquiries, service requests and issues. Contractor will provide a toll-free telephone number for inmate telephone service

issues. Contractor shall also provide a fax number and an Internet e-mail address.

IV. ONGOING INSTALLATIONS

- A.** For each installation, the Contractor shall submit an implementation plan that shall include an installation schedule. Any initial installations must be completed within forty-five (45) days of the date WDOC awards the Facilities to the Contractor. This implementation plan will become a part of the Contract and must be followed.
- B.** The Contractor agrees to obtain WDOC's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. WDOC does not anticipate that such work will be required for the initial installation of the ITS.
- C.** The Contractor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- D.** The Contractor shall provide a signed statement indicating that all circuits have been tested, and that all cables, pairs, blocks, frames, and terminals are legibly marked after completion of each installation.
- E.** Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facilities are at the risk of Contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Contract by Contractor becomes WDOC's upon expiration and/or termination of the Contract.
- F.** The Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable EIA/TIA wiring standards for commercial buildings.

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- G.** The Contractor shall install additional telephones and monitoring and recording equipment as needed at no cost to WDOC. This includes expansion to the existing Facilities and any newly constructed Facilities. This shall be done throughout the Contract term and all subsequent renewal terms.
- H.** The Contractor shall provide and install adequate surge and lightning protection equipment on all lines used for the ITS.
- I.** Installation of all telephones and related equipment shall be accomplished during normal business hours at each Facility or as directed by Facility's onsite Administrator, Warden or Security Manager.
- J.** The Contractor shall clean up and remove all debris and packaging material resulting from any work performed at the Facilities.
- K.** The Contractor shall restore to original condition any damage to WDOC's property caused by maintenance or installation personnel associated with Contractor, including repairs to walls, ceilings, etc.
- L.** The Contractor agrees to install, repair and maintain all Contractor provided equipment and lines at no cost to WDOC. All Contractor provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of Contractor.
- M.** Upon completion of initial installation and ongoing installations, Contractor must provide WDOC with a list of telephone numbers, serial numbers, and locations of each unit.

V. STATION EQUIPMENT SPECIFICATIONS

The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.

- A.** Each call, having been identified as being placed through Contractor's ITS, shall be delivered to the called party as

either a collect, debit – if the debit application is in effect and chosen as the means to place the call, or pre-paid call.

- B.** Telephone station equipment shall be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location.
- C.** Contractor shall install, at minimum, one (1) inmate telephone for every ten (10) inmates in a day room or dormitory environment. Contractor must agree to install the quantity of telephones required by WDOC as detailed in **Attachment B**. Also, Contractor shall provide each Facility with a minimum of 10% onsite- inventory to allow for simple replacement of inmate telephone parts by the Facility personnel. Contractor shall be responsible for ensuring the on-site inventory is replenished, at a minimum, on a monthly basis. The parties shall work together to determine the best method of returning the damaged parts to the Contractor.
- D.** The ITS shall comply with all Federal Communication and/or Utility Commissions regulations. The ITS and telephone stations shall be sturdy, non-coin, vandal resistant and steel armored composed of durable, tamper-free equipment suitable for a detention environment. The equipment must contain no removable parts.
- E.** Contractor shall provide a sufficient number of telephone lines to the ITS to prevent inmates from receiving busy signals more than 0.5% of the time.
- F.** Contractor shall provide telephone reception quality at least equal to the toll quality offered to the general public and shall meet telecommunication industry standards for service quality. A minimum of twenty (20%) percent of the telephone sets must be of the “amplified” or volume controlled sort. Contractor shall accept WDOC’s decision regarding whether the reception quality meets industry quality standards.
- G.** Call acceptance by the called party shall be accomplished for all collect, debit, and pre-paid calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS shall be able to recognize and distinguish standard or

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irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc.

- H.** The ITS shall monitor the switch hook of the inmate telephones and if the switch hook is depressed at any time, the call will be disconnected or an internal dial tone should be activated to prevent fraud. Contractor must assume all responsibility for fraud.
- I.** During the call set up process, the ITS shall provide a pre-recorded announcement identifying that the call is coming from a specific inmate located at the Facilities listed in **Attachment B**. All collect calls must be clearly identified as a collect call to the called party. This recording must be heard by the called party and be free of any toll charges. The announcement shall also include: "This call may be monitored and recorded."
- J.** The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. The called party must also be able to select the preferred language for call prompts. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on each inmate telephone.
- K.** Contractor shall subscribe to the Local Exchange Carrier Line Information Screening Data Base (LIDB). Contractor shall query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS). Contractor must assume all responsibilities for the cost and the accuracy of validation.
- L.** The ITS shall provide a recording back to the inmate which details why a call was not completed.
- M.** The ITS shall have the capability to provide free calling to selected local numbers as determined by WDOC.
- N.** The ITS shall have the capability to program a specific speed dial code to selected numbers as determined by WDOC.

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- O.** Vendor shall provide WDOC with its SourceCheck 411 technology at each workstation. The call detail records shall be able to display the reverse directory information for the specified called number to include, at a minimum, the called party's billing name and address. The database shall be accessed via a secure link to the internet and shall be constantly updated. The subscription to the SourceCheck technology shall be provided to the WDOC and Facilities listed on **Attachment B** at no charge and shall be available at every workstation and any remote monitoring stations.
- P.** The Contractor must notify each Facility or the WDOC's Designated Agent any time a technician will require entry to any of the Facilities listed on **Attachment B**.
- Q.** The ITS shall, upon request by WDOC, provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring and billing purposes:
- 1.** Monitoring reports that can be provided or sorted by any or all of the following criteria:
 - Daily statistical reports;
 - Facilities name;
 - Originating number;
 - Terminating number;
 - Date of call;
 - Time of day;
 - Inmate name;
 - Length of call;
 - Type of call – local, intralata etc;
 - Method of payment – collect, debit or pre-paid;
 - Line or Trunk group and trunk number call route;
 - Location of station originating the call;
 - Cost of the call;
 - Call Acceptance code/Method of call acceptance;
 - Call Termination code/Method of call termination;
 - PIN number;
 - Frequently called numbers (for all numbers called more than 5 times in one day);

- Calls from a specific inmate telephone station ID or group of station IDs;
 - Common numbers called (for all numbers called by more than one inmate);
 - Blocked numbers report; and
 - Three way call attempt reports.
- 2.** Billing reports that can be provided or sorted by any or all of the following criteria:
- Call detail report;
 - Amount charged per call;
 - Gross charges billed;
 - Daily statistics;
 - Monthly statistics;
 - Called party/number accepting report;
 - Fraud/velocity report;
 - Separate facility totals and statistics;
 - All facility totals and statistics;
 - Total calls;
 - Calls by date;
 - Time of day; and
 - Length of a call.

R. The ITS shall provide system administrators with the capability to print reports directly from the search screen. After selecting the required parameters, the ITS shall have the capability to provide a return list of calls matching the criteria which can be printed in a report format. The ITS shall also have the capability to produce call count reports, and daily reports as well as frequency reports based on any of the criteria detailed above or any parameters as defined by the WDOC.

S. Security shall be maintained by a multi-level password system based on user access requirements. The ITS shall allow users to be assigned pre-set security levels, or allow the flexibility to assign individual access permissions based upon specific job requirements. These permissions shall include, but not be limited to, access to inmate accounts, monitoring, call searching, etc. Those users with the administrator level password must have the ability to set user access parameters for other users according to security requirements.

- T.** The ITS must include a user log. Only those users with administrator level access should be able to review the user log. The log must include user access to the system, the time and date of each access, and the action taken during the user access.
- U.** The ITS shall also provide the ability to customize reports in a form mutually agreed upon by WDOC and its Designated Agent and Contractor.
- V.** The call detail records shall be stored in a minimum of three (3) locations to avoid any possibility of call detail records being lost.
- W.** The ITS shall store all call detail records, including all attempts and completed calls at each Facilities for the life of the Contract. WDOC shall have access to all call detail records for any of the Facilities from the central office in Cheyenne, WY via remote access.
- X.** The Contractor shall have the ability to perform remote diagnostics to the ITS to determine if a problem is with the telephone unit or with the telephone line.
- Y.** The ITS shall be TCP/IP compatible and allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
- Z.** Contractor shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including but not limited to, providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf (TDD). Contractor shall provide one (1) TDD telephone at each Facility listed in **Attachment B** at no cost to WDOC. The TDD telephones shall be compatible with the ITS.
- AA.** The ITS must offer the called party an option to receive a rate quote during the call set-up process for every call type.
- BB.** Contractor shall have the capability to establish an "informant" line. Calls to the "informant" line shall be free and shall be routed to a destination designated by WDOC. If

so requested by WDOC, the destination for the "informant" line may be an automated voicemail box.

- CC. Pro bono calls to Consulates of all countries are required for ICE detainees and shall be provided at no cost to WDOC.

VI. SECURITY FEATURES

- A. The ITS shall prohibit direct-dialed calls of any type.
- B. The ITS shall prohibit access to "411" information service.
- C. The ITS shall prohibit access to 800 and 900 type services.
- D. The ITS shall prohibit access to multiple long distance carriers via 950, 800, and 10 10-XXX numbers.
- E. The ITS must be able to shut down quickly and selectively. WDOC must be able to shut down the ITS by cut-off switches at several locations including, but not limited to:
 - 1. At demarcation location – total facility telephones;
 - 2. By central control center – select telephones, and;
 - 3. By select housing units – control center.
- F. The ITS shall be able to take an individual station out of service without affecting other stations or units.
- G. The ITS shall prevent any inmate telephone from receiving any incoming calls. The Contractor agrees that no inmate telephone shall be capable of receiving an incoming call and Contractor shall work with the local exchange carriers (LECs) to ensure such control.
- H. The ITS, upon detection of a three-way call, shall have the capability to flag the call as a three-way call and in addition, the ITS shall have the capability to terminate the call immediately.
- I. The ITS shall have the ability of answer detection.
- J. The ITS shall incorporate keyword search technology.

- K.** The ITS shall have a fraud prevention feature. This feature will randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call. The inmate must not be able to interfere with these announcements.
- L.** The ITS shall be capable of denying certain telephone numbers from inmate dialing.
- M.** The inmate's call shall be muted until the called party has positively accepted the collect, debit or pre-paid call.
- N.** The ITS shall be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes per inmate, per month.
- O.** In all circumstances, the ITS shall limit the inmate to a single call request. The ITS shall always require the inmate to disconnect and initiate another call.
- P.** ITS shall have the capability to detect and terminate Remote Call Forwarding calls whenever Contractor develops such technology.

VII. PERSONAL IDENTIFICATION NUMBER (PIN) APPLICATION

- A.** The PIN application shall work with the ITS using all of the features described herein.
- B.** The ITS shall have the capability to provide collect, debit, and pre-paid station-to-station calling utilizing a PIN.
- C.** The ITS shall be capable of providing Allow Lists (PANs) associated with each PIN. The PANs shall store a set quantity of allowed telephone numbers for each inmate. Attorney numbers included on inmate PANs shall be marked as "do not record."
- D.** The Contractor shall be responsible for transferring the PIN and PAN information stored in the inmate telephone system currently being used at the WDOC facilities listed in **Attachment B** at no cost to WDOC.

- E.** The ITS shall be capable, upon request by WDOC, to provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring purposes:
- 1.** Authorized Call Lists by PIN or identifying number;
and
 - 2.** Calls by PIN or other identifying number
- F.** The ITS shall have the capability to generate PINs for inmates through the inmate telephones using the inmate number, Book IN number, random number generated by the ITS, or some number unique to the inmate.
- G.** The ITS shall have the capability to interface with the WDOC's booking system in accordance with Contractor's standard file transfer formats so that the inmate PIN can be automatically transferred to the ITS. If the automated method is selected by the WDOC, the Facilities shall not be responsible for entering PIN numbers into the ITS when new inmates are booked.
- H.** The PINs and PANs shall be stored in a database that is accessible to designated users, depending upon the user's password level.
- I.** The ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.
- J.** The ITS shall store inmate information in a central storage location so inmate information is available to any of the Facilities listed in **Attachment B** without WDOC administrative staff being required to re-enter inmate information.
- K.** Once an inmate is activated in the ITS, the inmate shall be allowed to complete calls from any Facility listed in **Attachment B** without any additional administrative work from the WDOC personnel at any Facility. However, a PIN shall not be allowed to be used at two different Facilities on the same day.

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- L. PAN lists shall be stored in a central location so the PAN information does not have to be transferred by the administrative staff of any WDOC Facility.

VIII. MONITORING AND RECORDING REQUIREMENTS

- A. The ITS shall be capable of providing station equipment monitoring and recording.
- B. The Contractor shall provide remote access to the WDOC central office in Cheyenne, WY, enabling WDOC to access any of the call recordings completed at any of the Facilities listed in **Attachment B**. The remote access shall also include access to any and all call recordings stored at any of the Facilities listed in **Attachment B**, plus access to those call recordings stored at the central office in Cheyenne, WY.
- C. The ITS shall comprehensively record all calls. The inmate telephone system must provide a fully integrated recording component for use in recording inmate telephone calls. Inmate telephone administration, conversation monitoring, and conversation recording and playback should all take place from the inmate telephone system workstation at each Facility and the WDOC central office located in Cheyenne, WY.
- D. The recorded conversations stored in the system must provide security measures to ensure that the conversations have not been tampered with. This security must extend even to recordings that have been transferred to external CD, DVD medium and/or transmission by e-mail. The IT Contractor SP must provide expert testimony regarding security of the call recordings if required at no cost to WDOC. The transferred record must include all call record detail available in the ITS (time and date of the call, PIN number, destination number, etc) of the recorded conversation.
- E. The ITS shall utilize current technology in hardware, specifically hard disk drive arrays for long and short term storage. These arrays shall be configured for maximum performance.
- F. The ITS shall utilize self - contained, internal data storage.
All call recordings shall be stored online for the life of

the Contract and then shall be stored offline indefinitely.

All call detail records shall be collected and stored real time at a central, secure location and at an off-site backup.

- G.** Offline storage shall not utilize any type of tape or tape cartridge. Offline storage shall be readily accessible and shall not require WDOC to load or change out any media.
- H.** The ITS shall be capable of permitting full monitoring and recording of all calls from any telephone within the Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude recording of those calls.
- I.** ITS shall be capable of attaching a note document to any call record to include information such as case number or other investigative data. This note shall be a permanent part of the call record and shall have the capability to be saved to disk. The ITS shall have the capability to save all notes in word processing programs as Microsoft Word with the original formatting. Additionally, the ITS shall have the capability to conduct searches on the information contained within the notes i.e. case number, inmate name etc.
- J.** The ITS shall record the method in which the call was accepted or denied. Further, the ITS shall record the method in which the call was terminated. This information shall be contained within the call detail records (CDR) and shall be included in call detail reports.
- K.** The ITS shall be capable of showing real time call activity (Live Monitoring) on each workstation or remote access computer. This activity shall be detailed by the call date, call start time, inmate ID/PIN, originating telephone station, called number and length of call.
- L.** The ITS shall allow administrators to search for calls completed and recorded during a specific time period, originating telephone station number, called number, calls with pre-defined "keywords", or calls made by phones assigned to a certain group. Playback of online recorded calls from remote access locations shall commence within ten (10) seconds of selection by the operator. Playback of online recorded calls shall not require any media change. Offline

records should be accessible in a rapid manner and shall not require the ITS equipment to play the calls back.

- M.** The ITS shall allow the manual set up of the monitoring and recording connection on an as-needed basis on any of the workstations provided by the Contractor located at the Facilities. The ITS shall have the capability to select a particular telephone number for recording or monitoring while a call is in progress.
- N.** The ITS shall have the capability of automatically calling and alerting investigators and offering live monitoring of calls. The recording system shall allow for live monitoring of calls in real time, without any interference to existing recording operation. This feature should be available locally over the workstation speakers, as well as remotely to a telephone number specifically designated by the system administrator. Additionally, the WDOC shall have the capability, while monitoring, to terminate the call from the phone keypad. Monitoring shall not be detectable by the inmate or the called party and the ITS should be able to allow multiple endpoints to monitor ongoing conversations.
- O.** All recordings for each Facility shall be available online via the ITS workstation interface so that system-wide investigations may be performed from a central location at any WDOC Facility and the WDOC central office. This process shall not require more than one login by an authorized user.
- P.** The ITS shall allow an administrator to designate "Hot" PINs or "Hot" destination numbers. When the ITS detects that a call is being made using any of the preprogrammed Hot PINs or Hot destination numbers the ITS shall automatically call certain destination numbers designated by the WDOC. The ITS shall allow system administrators to add or remove destination numbers from the hot list table. These designated numbers should include any standard phone number, cell phone and/or pager. When WDOC personnel receive an alert call from the system, the ITS shall promptly notify the recipient of the alert and the recipient will be instructed to enter a security code which will immediately enable the user to monitor the live call in progress. The recipient should be undetected by the inmate or called party; however, WDOC should have the capability to disconnect the

call or cut into the call and talk to each party. Alerts to pagers must include information including number being dialed, PIN used, etc. The ITS shall allow the chain of three (3) numbers to be called in sequential form to alert Facility personnel.

- Q.** The ITS shall provide for simultaneous playback of recorded calls and continuous recording of live conversations. It is mandatory that the playback of any selected channel shall be accomplished while continuing to record all input channels. The recording system must provide the Facility personnel the ability to search for recorded calls by individual PIN, specific date and time criteria, individual destination numbers, individual inmate telephones, or a group of inmate telephones. The system shall provide a playback history list of all recorded call(s) to determine every user that has listened to the recorded call.
- R.** The ITS shall provide for continuous online diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history and other diagnostics.
- S.** The ITS shall have the capability to copy the conversations onto a compact disc (CD), DVD, e-mail or other electronic medium for transport and replay on any computer with audio capabilities. The storage device shall be provided by the Contractor and be located in the area designated by WDOC. The storage device shall produce transfer recordings with virtually no loss in quality and shall be capable of placing an audio time and date stamp within the recording. The storage device shall have a monitor amplifier and speaker so that the Investigator may confirm accurate transfers of the recorded information.
- T.** Time and date entries for each recorded conversation shall be displayed on a per channel basis. The ITS shall display all conversations in chronological order to facilitate research and playback.
- U.** Contractor shall provide WDOC with a number of workstations as specified in **Attachment B**, working real-

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time with the ITS for such monitoring, recording, and reporting. Each workstation shall include a CD burner.

- V. The Contractor shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real time call data in the event of a power failure.
- W. Conversations shall be recorded on visitation phones for the facilities shown on **Attachment B**.

IX. PRE-PAID AND/OR DEBIT APPLICATION

WDOC may implement a pre-paid card and/or debit application at the Facilities. At the time when WDOC chooses to implement such an application, the application must include, but not be limited to, the following:

- A. The pre-paid and/or debit application shall work with the ITS provided.
- B. The debit program shall interface with the current Commissary System for ease of transfer of money from the commissary account to the inmate ITS account. The current commissary provider is Cashless Systems. Cashless Systems shall invoice Contractor seven thousand and five hundred dollars (\$7,500.00) for the interface between the ITS and the commissary accounting software utilized at the Facilities. In turn, WDOC agrees to reduce the initial debit amount of fifty thousand dollars (\$50,000.00) (specified in **Section 4.B.**) by seven thousand and five hundred dollars (\$7,500.00) as payment for the cost associated with the interface described herein.
- C. The pre-paid and/or debit applications shall allow for pre-payment to a specific inmate's account by an inmate or a member of inmate's allowed calling list.
- D. The ITS shall provide the inmate with the balance of their pre-paid and/or debit account at the time of each call.
- E. The pre-paid and/or debit application shall allow international calls.
- F. The pre-paid and/or debit application shall have the capability to terminate an account and refund income to the

inmate or participant on the inmate's allowed calling list.

- G. The pre-paid and/or debit calling rates may be lower than the collect calling rates as detailed in **Attachment B**.

X. TRAINING

- A. Contractor shall provide training to WDOC's staff at the location where the equipment is installed. Additional training may be requested by WDOC at any time during this Contract and the additional training shall be provided at no cost to WDOC. Training manuals shall be provided at no cost to WDOC's staff at all training meetings. The training manuals will become the property of WDOC.
- B. Informational pamphlets shall be available for inmates relative to the applicable features and functionalities of the ITS, when requested by WDOC.
- C. The Contractor training manual shall include, but not be limited to:
 - 1. A description of the SourceCheck 411 technology;
 - 2. A description of the process for accessing all call recordings;
 - 3. The process for creating, exporting and transferring case files;
 - 4. Information on the type of media player required to playback call recordings; and
 - 5. User security levels available, as well as the permitted tasks for each security level.

XI. TRANSITION

- A. At the expiration and/or termination of this Contract, Contractor shall work with WDOC, its Designated Agent, and the new Contractor to ensure an orderly transition of services and responsibilities under the Contract and to ensure the continuity of the services required by WDOC.

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B. Upon expiration, termination, or cancellation of the Contract, Contractor shall cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Contract to an organization designated by WDOC. Contractor shall provide and/or perform any or all of the following responsibilities:

1. Contractor acknowledges that the call records, call recordings, documentation, reports, data, etc., contained in the ITS are the property of WDOC. Contractor agrees that one (1) workstation shall become the property of WDOC at the expiration, cancellation, or termination of this Contract so that WDOC will have access to all call records, documentation, reports, data, etc. that are contained in the inmate telephone system.

2. Contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by WDOC. Contractor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date. Commissions are applicable to any and all calls handled by Contractor and will be due and payable by Contractor to WDOC as described in **Section 4** and shall be payable as described in **Section 4.E.** of this Contract.

B. All inside wiring shall become the property of WDOC at the conclusion of the Contract. Contractor agrees to remove its equipment at the conclusion of the Contract in a manner that will allow the reuse of the wire distribution and following the installation of the new provider's system in order to ensure a smooth transition.

XII. MAINTENANCE

A. The Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the

life of the Contract. No charge shall be made to WDOC for maintenance of the ITS.

- A.** The Contractor will be responsible for supplying all CDs/DVDs for the storage of call recording at no cost to WDOC and for the life of the Contract.
- B.** The Contractor shall maintain all cable related to the ITS, whether reused or newly installed.
- C.** The Contractor shall respond to repair requests from WDOC or its Designated Agent by arriving at the site promptly after reasonable notice has been given on a twenty-four (24) hours a day, seven (7) days a week basis, three hundred sixty-five (365) days a year.
- D.** Repairs or replacements shall be started by a qualified technician within four (4) hours following notification of a service request or ITS failure. The Contractor must exhibit to WDOC a best effort approach to completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem. WDOC shall be notified of progress and or delays in progress until there is resolution of the problem.
- E.** WDOC may cancel the Contract with Contractor if Contractor has not cured a service problem within ten (10) days of the Contractor receiving notice of the problem from WDOC or its Designated Agent.
- F.** A complete list of contractors/subcontractors, managers, administrators, technicians, etc. must be provided to WDOC. This includes a complete list of business, cellular and beeper numbers; the Contractor's management home and emergency telephone numbers must also be furnished.
- G.** Either party shall report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS. Contractor will assume liability for any and all such damages. In addition, Contractor shall ensure that all inmate telephones are operable and maintained at an acceptable level.
- H.** All issues surrounding the ITS service shall be reported by Contractor to WDOC or its Designated Agent promptly.

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ATTACHMENT B

Facility Names and Address:

Wyoming State Penitentiary
2900 South Higley Blvd,
Rawlins, Wyoming 82301

Wyoming Honor Farm
40 Honor Farm Road,
Riverton, Wyoming 82501

Wyoming Honor Conservation Camp
40 Pippin Road,
Newcastle, Wyoming 82701

Wyoming Women's Center
1000 W. Griffith Blvd,
Lusk Wyoming 82225

Wyoming Medium Correctional Institution
7076 Road 55F
Torrington, Wyoming 82240

Inmate Telephones Required

Facility	Inmate Telephones Required
Wyoming State Penitentiary	52 +12 after expansion
Wyoming Honor Farm	16
Wyoming Honor Conservation Camp	11- Forestry, 4- Boot Camp +5 for new housing unit
Wyoming Women's Center	29
Wyoming Medium Correctional Institution	To Be Determined

Lobby Telephones Required

Facility	Lobby Telephones Required
Wyoming State Penitentiary	2
Wyoming Honor Farm	1
Wyoming Honor Conservation Camp	1
Wyoming Women's Center	1
Wyoming Medium Correctional Institution	To Be Determined

*Contract between the State of Wyoming, Department of Corrections and Inmate Calling Solutions, LLC
for Inmate Telephone Services*

Attachment A

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ATTACHMENT B (continued)

Workstations Required

Facility	Number of Workstations Required
Wyoming State Penitentiary	6
Wyoming Honor Farm	2
Wyoming Honor Conservation Camp	2
Wyoming Women's Center	2
Wyoming Medium Correctional Institution	To Be Determined

Portable Phones Required

Facility	Number of Portable Phones Required
Wyoming State Penitentiary	3
Wyoming Honor Farm	0
Wyoming Honor Conservation Camp	0
Wyoming Women's Center	0
Wyoming Medium Correctional Institution	To Be Determined

Visitation Phones - Monitoring and Recording Required

Facility	Visitation Phones Monitoring and Recording Required
Wyoming State Penitentiary	Yes
Wyoming Honor Farm	No
Wyoming Honor Conservation Camp	No
Wyoming Women's Center	Yes
Wyoming Medium Correctional Institution	To Be Determined

Calling Rates

CALL TYPE	COLLECT			DEBIT			PRE-PAID		
	Surcharge	First Minute	Add'l Minute	Surcharge	First Minute	Add'l Minute	Surcharge	First Minute	Add'l Minute
Local	\$1.49	\$0.00	\$0.00	\$1.24	\$0.00	\$0.00	\$1.49	\$0.00	\$0.00
Intralata/Intrastate	\$1.17	\$0.17	\$0.17	\$0.98	\$0.14	\$0.14	\$1.17	\$0.17	\$0.17
Interlata/Intrastate	\$1.17	\$0.17	\$0.17	\$0.98	\$0.14	\$0.14	\$1.17	\$0.17	\$0.17
Interlata/Interstate	\$3.55	\$0.62	\$0.62	\$2.96	\$0.52	\$0.52	\$3.55	\$0.62	\$0.62

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Attachment A

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