

Your Single, Trusted Source for Integrated Solutions

RFP # 0A1229, Secure Communication, Education,
and Entertainment Technology

TECHNICAL PROPOSAL

The State of Ohio, through the Department of
Administrative Services (DAS), for the Department of
Rehabilitation and Corrections (DRC) and Ohio
Department of Youth Services (DYS)

Presented to:
Dennis Kapenga
Department of Administrative Services
4200 Surface Road
Columbus, Ohio
614-466-5090

Presented by:
Warren Hall
Director, Business Development
Telephone: 610-864-0223
Email: Warren.Hall@gtl.net



The Corrections Innovation Leader

| Table of Contents

1. Cover Letter	4
Executive Summary	7
2. Subcontractor Letters.....	10
3. Offeror Certifications	12
4. Supplier Registration.....	17
5. MBE Certification	23
6. Offeror Profile	28
7. Proposed Solution	41
8. Supplement 2 Response – State IT Policy, Standard and Service Requirements 243	
9. Supplement 3 – State Information Security and Privacy Requirements, State Data Handling Requirements	267
10. Proof of Insurance	327
11. Payment Address.....	330
12. Legal Notice Address	332
13. W-9 Form	334
14. Independent Contractor Acknowledgement Form	336
15. Affirmation of Disclosure Form	338
16. Acceptance of Attachment Two – Special Provisions	342
17. Acceptance of Attachment Four – General Terms and Conditions	345
18. Assumptions.....	374
19. Support Requirements	376
20. Value Added Services	379
21. Customer Service Plan	383
22. Implementation/Transition Plan.....	391
23. Disaster Recovery and Continuity Plan	403

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Redacted Items:

GTL's Data Center Locations

Data Loss Incidents

Improperly Recorded Privileged Communication

Litigation, Non-Performance, Regulatory Penalties, Ethics – 4 years

Pages within this response which contain confidential information are enclosed, in place, in confidential envelopes.

The specific information for the items indicated above will be redacted from the digital copy as protected from disclosure as a trade secret under Ohio Revised Code section 1333.61. The information is protected information under the statute, and GTL has taken reasonable efforts to maintain its secrecy.

The following are registered trademarks of Global Tel*Link Corporation: Global Tel*Link®, ConnectNetwork®, Inspire®, Flex®, Flex® Link, GTL Data IQ®, Voice IQ®, Phone IQ®, Call IQ®, Called Party IQ®, AdvancePay®, Request2Call®, GTL Virtual Receptionist®, and Telmate Guardian®.

1. Cover Letter

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader



3120 Fairview Park Drive
Suite 300
Falls Church, VA 22042
www.gtl.net

December 18, 2020

Department of Administrative Services
Attn: Dennis Kapenga c/o Bid Desk RFP 0A1229
4200 Surface Road
Columbus, Ohio 43228

RE: Secure Communication, Education, and Entertainment Technology – RFP 0A1229

Dear Mr. Kapenga:

Enclosed within this letter begins Global Tel*Link Corporation's (GTL) response to RFP 0A1229, Secure Communication, Education, and Entertainment Technology for the Ohio Department of Rehabilitation and Correction (ODRC) and Department of Youth Services (DYS). We appreciate the opportunity to present our solution that will not only continue to meet but exceed your expectations. Since 2005, ODRC & DYS has trusted GTL to deliver exceptional communication services to your staff, incarcerated adult and youth population, and their friends and family. GTL has carefully reviewed this RFP and has put together a customized response for a contract that potentially extends until 2031.

Per the requirements listed on page 21, **Section 1. Cover letter**, GTL responds accordingly:

1. Legal Structure & RFP Preparation Disclosure:

Global Tel* Link – Corporation
GTL Federal EIN (FEIN, Tax ID #): [REDACTED]
Corporate Headquarters Location:
Global Tel*Link Corporation
3120 Fairview Park Drive, Ste 300
Falls Church, VA 22042-4570

2. A list of the people who prepared the Proposal, including their titles;

This RFP was prepared by multiple stakeholders within GTL, which includes

- Warren Hall, Director Account Management
- Tom Meriam, VP of Business Development
- Ted Meekins, Director of Field Services
- Adam Long, Manager of Field Services
- Chris Gickler, Manager of Wiring Infrastructure
- Curt Clifton, EVP of Product
- Mitch Volkart, VP Intelligence Services
- Jon Walker, EVP of Business Development
- The GTL RFP Team



3120 Fairview Park Drive
Suite 300
Falls Church, VA 22042
www.gtl.net

3. Contact Information for questions:

Minnie McGinnis, RFP Director: rfp@gtl.net | 972-535-3322

Warren Hall, Director of Account Management: Warren.Hall@gtl.net | 610-864-0223

4. A statement certifying the Contractor is a business entity and will not submit the Independent Contractor/Worker Acknowledgement to the ordering agency.

GTL is a business entity and will not be submitting the Independent Contractor/Worker Acknowledgement to the ordering agency.

Throughout our response, we offer compelling reasons to continue this successful partnership between ODRC and GTL. Only GTL is in the position to deliver the services and enhancements requested with little-to-no disruption to your daily operations. As the current provider for telephones and tablets, GTL is also the only provider that can implement the new contract rates on day one since our infrastructure is already in place. Further, our long-standing account management team understands ODRC and will continue to work proactively to ensure that you have access to the latest correctional technology solutions.

In closing, I want to thank you for the confidence and faith you have shown GTL over the course of our 15-year partnership. As the GTL Corporate Executive on this Account since 2017, you have my personal commitment that GTL will exceed expectations on products and services going forward. Please review the brief Executive Summary following this letter and our comprehensive RFP Response

Sincerely,

Jonathan Walker
Executive Vice President
Business Development

Executive Summary

GTL's 31-year commitment to the industry has afforded us the opportunity to forge lasting partnerships with 2,300 correctional facilities across the nation, and the Ohio Department of Rehabilitation and Correction (ODRC) and Department of Youth Services (DYS) is no exception. Since 2005, our partnership has grown, and we have built a collaborative relationship forged upon these guiding principles and we strive to continue this through the next contract. To demonstrate GTL's commitment to ODRC and our ability to deliver on our promises, we've highlighted some key accomplishments during our current contract with ODRC.

- From 2017 to present, GTL has successfully deployed more than 45,000 tablets at ODRC and DHS on GTL's independent network with GTL's access points, switches, routers and related infrastructure, increasing incarcerated adult and youth communication and improving efficiencies within ODRC facilities.
- During the Covid-19 pandemic, GTL was responsive to ODRCs evolving needs and executed several projects on GTL's tablets to include a PPE video, IRS Cares PDF and a survey of the incarcerated adult population that received almost 30,000 responses. This helped ODRC staff and the incarcerated population to maintain communication throughout the pandemic.
- Started a program to provide 2 free calls per week for all Incarcerated Adults and Youth during the onset of the pandemic. GTL has since made that a permanent offering in support of family connections and re-entry for ODRC's incarcerated adult and youth.
- Collaboratively worked with ODRC in 2016 to lower rates 65% below the FCC recommended rate for a DOC and removed all phone funding fees to provide affordable communication between loved ones and the incarcerated adult and youth.
- To aid in investigations, in 2016 a deployment of an Investigative Division which now includes 9 highly skilled analysts with the requisite certifications and an on-site Chip-Off lab to extract and analyze data from contraband cell phones was added.
- Provided a Field Services Division now comprised of 27 Ohio based personnel, which includes Technicians, Site Administrators, Tablet Administrators and Supervisors, ensuring that ODRC staff are fully supported.
- Deployment and customized of a Case Management System (COIN) which has become widely used by both ODRC Investigators and GTL Analysts for increased investigative findings.
- Proactively deployed a widely used applications such as Breaking Free and Lexis Nexis, ensuring the incarcerated adult and youth population have access to these advanced self-help programs.

Throughout this proposal, GTL will demonstrate how we will continue to enhance our performance as a long-standing partner. GTL has three customers: ODRC/DYS staff, the incarcerated adults and youth, and their friends and family and our entire company is dedicated to making a difference to all three. We have strategically developed a plan, with our deep knowledge of ODRC in mind, to help transition

your facilities to the latest and greatest technology. The Executive Team at GTL, along with your GTL Account Team have established high-level goals for the next contract, outlined below, and in detail in our RFP response:

- Improve performance of the tablet program by deploying our next generation tablet to all facilities starting in Q1 2021.
- Support ODRC's goal to "provide all required services on a single electronic device" by using our next generation tablets to serve as wall "kiosks" by adding secure wall docking stations that would be used for services like video visitation.
- Continue expansion of wireless coverage and data throughput through the ongoing wireless enhancement project currently active at Lebanon and planned for 7 more facilities in Q1 2021.
- Offer a phased implementation approach where incarcerated individuals can begin using the new tablets on Day One with the existing GTL network.
- Continue to partner and support our long-term, EXCLUSIVE MBE, ShawnTech, in providing maintenance, support and contraband cell phone services.
- Grow our highly skilled Investigative Services Division to 22 experienced and trained Analysts.
- Support our operational excellence goals by providing 27 Field Services personnel dedicated to ODRC & DYS.
- Deploy more value-added GTL Exclusive products for ODRC like we did with the COIN Investigative Software and Breaking Free.
- Introduce a customized program for incarcerated adult and youth education.
- Support ODRC's goal in Buying Ohio.
- Most importantly, always proactively introducing new cutting-edge technologies, products and applications to ODRC & DYS as they enter the marketplace.

Past performance is usually indicative of future performance. In a potential 10-year contract a successful partnership is dependent on a Vendor proactively bringing solutions to ODRC & DYS. Whether it's been the Analyst Program, Chip-Off Program, Mobile Assessments, Tablets for 45,000 Incarcerated Adults and Youth, COIN, Breaking Free, Lexis Nexis or Video Visitation to DYS, GTL always strives to ensure ODRC is ahead of the technological curve in Corrections. This begins with the collaboration of the GTL and ODRC Account Teams and the commitment to constant and effective communication.

As technology changes and new solutions emerge, the GTL Account Team, led by Warren Hall, Ted Meekins, Chris Gickler, and Tom Meriam, will continue its proactive approach to ensure that ODRC and DYS have access to the latest in correctional technology solutions. By continuing to partner with GTL, you can rest assure that everyday operations for staff, incarcerated adult and youth, and friends and family will continue with minimal impacts associated with the **pain of change** when implementing new technology and services.

GTL will continue to work with ODRC to understand your unique needs and provide you with a solution that accurately fits the complexities of your facility operations and technology needs. We



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Suite 300
Falls Church, VA 22042
www.gtl.net

understand ODRC needs a scalable, reliable, and enhanced solution that accommodates growth, while ensuring ease-of-use, safety, and security, and keeps the incarcerated adult and youth connected.

In the proposal response that follows, you will find that we meet and exceed the requirements stated in your RFP. Because we know your business and understand the pain of transition, GTL is well-positioned to deliver your requested services with the least amount of disruption. We look forward to continuing our partnership with you!

2. | Subcontractor Letters

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader



December 18, 2020

Subject: Secure Communication, Education, and Entertainment Technology Subcontractor Letter

This letter is to confirm that should GTL be awarded the contract for Secure Communication, Education, and Entertainment Technology ShawnTech Communications Inc. "ShawnTech" is a subcontractor for GTL. ShawnTech is a S Corporation and their federal tax identification number is [REDACTED]. The D-U-N-S number is 788666725. ShawnTech's principal place of business is in the State of Ohio and the address is 8521 Gander Creek Rd. Miamisburg, OH 45342. ShawnTech is a certified MBE for the State of Ohio (certification number : MBE-8610). ShawnTech is exclusively subcontracting with GTL for this RFP.

John Snyder is authorized to legally bind ShawnTech to contractual obligations. Mr. Snyder's contact information is:

Phone: 937.665-1614

Fax: 866-228-6375

Email: jsnyder@shawntech.com

Mailing Address: 8521 Gander Creek Rd. Miamisburg, OH 45342

ShawnTech will be working with GTL on the installation of any necessary equipment and supporting infrastructure, along with providing Technicians and Tablet Administrators at various ODRC sites to service and maintain the deployed tablets and infrastructure. Additionally, ShawnTech will provide cellular interdiction services and the purchasing, management and storing of spare parts. If GTL is selected, ShawnTech will be committed to doing the work. ShawnTech has read and understands the RFP and will comply with the requirements in the RFP.

Sincerely,

John Snyder, Chief Sales Officer

A handwritten signature in blue ink, appearing to read "John Snyder", is written over the typed name.

3. | Offeror Certifications

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

**ATTACHMENT SIX
OFFEROR CERTIFICATION FORM**

Note: Offeror must provide a response to each of the numbered items in the Offeror Certification Form.

1. The offeror is not currently subject to an “unresolved” finding for recovery under Revised Code Section 9.24, and the offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
2. The offeror certifies that its responses to the following statements are true and accurate. The offeror’s answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
No	The offeror has had a contract terminated for default or cause.
Yes	The offeror has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
No	The offeror was the subject of any governmental action limiting the right of the offeror to do business with that entity or any other governmental entity.
No	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
No	The offeror, any officer of the offeror, or any owner of a 20% interest or greater in the offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
No	The offeror, any officer of the offeror, or any owner with a 20% interest or greater in the offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter’s possible impact on the offeror’s performance under the Contract, and the best interest of the State.

GTL has read, understands, and will comply.

Please refer to the page following this form for confidential details about the affirmative answer in Item 2 above. This specific information will be redacted as protected from disclosure as a trade secret under Ohio Revised Code section 1333.61. The information is protected information under the statute, and GTL has taken reasonable efforts to maintain its secrecy.

3. The offeror certifies that neither it nor any of its people that may work on or benefit from the Contract through the offeror has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

Potential Conflicts (by person or entity affected)

None.

(Attach an additional sheet if more space is need.)

The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the offeror did not disclose in its Proposal.

4. The offeror certifies that all its and its subcontractors' personnel provided for the Work will have a valid I-9 form on file with the offeror or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.
5. The offeror certifies that it's regular, fulltime employees will perform at least 30% of the Work.
6. The following is a complete list of all subcontractors, if any, that the offeror will use on the Work, if the State selects the offeror to do the Work:

ShawnTech Communications

The offeror certifies that it has obtained and submitted a subcontractor letter, as required by Attachment Three, for each subcontractor it plans to use to do the Work.

7. The offeror certifies that that any MBE program participants will provide necessary data to ensure program reporting and compliance.
8. If the offeror qualifies as a Veterans Friendly Business Enterprise as defined by ORC 9.318 and OAC 123:5- 1-01 (KK), the offeror certifies that it is a Veterans Friendly Business Enterprise.

Provide the following information for a contact person who has authority to answer questions regarding the offeror's Proposal:

Name:	Warren Hall
Title:	Director, Business Development - Central
Mailing Address:	3120 Fairview Park Drive, Ste 300 Falls Church, VA 22042-4570
Office Phone Number:	610-864-0223
Cell Phone Number:	610-864-0223
Fax Number:	855-631-8857
Email Address:	Warren.Hall@gtl.net

Signature

Jonathan Walker

Name

Executive Vice President, Business Development

Title

Global Tel*Link Corporation

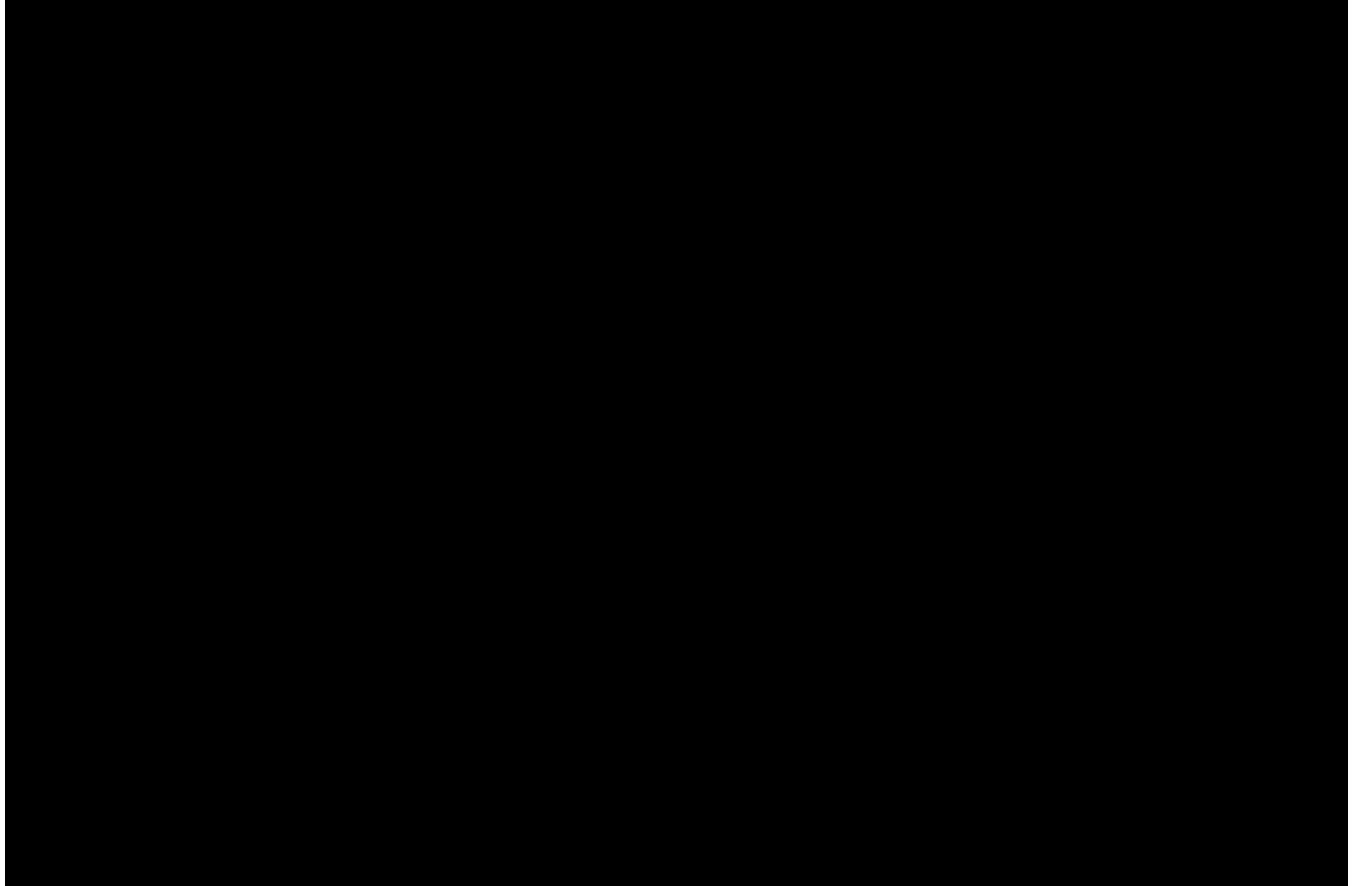
Company Name

196147391

Company D-U-N-S Number

Confidential Responses to Attachment 6 Offer Certification Form, Item 2

This specific information will be redacted as protected from disclosure as a trade secret under Ohio Revised Code section 1333.61. The information is protected information under the statute, and GTL has taken reasonable efforts to maintain its secrecy.



4. | Supplier Registration

Ohio Department of Rehabilitation and
Correctional Services



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W9431-0248



The State of Ohio

Bob Taft
Secretary of State

FL826963

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: FLF PER

_____ of:
GLOBAL TEL*LINK CORPORATION

STATE OF INCORP: DE

TYPE OF LICENSE: PERMANENT

EXPIRATION DATE: VALID UNTIL CANCELLED FOR FAILURE TO FILE REPORTS

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll H431 at Frame 0249 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at
Columbus, Ohio, this 3RD day of SEP,
A.D. 19 92.



Bob Taft
Bob Taft
Secretary of State

SEC 6002 (Rev. 12/90)



Prescribed by
 Bob Taft, Secretary of State
 30 East Broad Street, 14th Floor
 Columbus, Ohio 43266-0418
 Form FLF (December 1990)

H0431-0249

Approved	<u>PTT</u>
Date	<u>9/3/92</u>
Fee	<u>895-</u>

92090308801

FOREIGN CORPORATION APPLICATION FOR LICENSE

- The name of the corporation is GLOBAL TEL*LINK CORPORATION
- The application is made to secure a permanent temporary license.
- The corporation was incorporated on May 1 1992 under the laws of the state of Delaware
(month) (day) (year)
- The corporation's principal office is located at 2609 Cameron St.
Mobile Alabama 36607
(city, village or township) (state) (zip code)
- The corporation's principal office within Ohio is located in C T Corporation System, 815 Superior Ave.
(Cleveland) Cuyahoga County, Ohio 44114 N.E.
(city, village or township) (zip code)
- The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in the state of Ohio. The name and complete address of the statutory agent is: (SEE INSTRUCTION NO. 4 ON SECOND PAGE)
C T CORPORATION SYSTEM 815 Superior Avenue, N. E.
Cleveland Ohio 44114
(name) (street) (city, village or township) (zip code)
 (NOTE: P.O. Box addresses are not acceptable for cities with populations over 2000.)
- The corporation irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the SECRETARY OF STATE IF:
 (a) the agent cannot be found, or
 (b) the corporation fails to designate another agent when required to do so, or
 (c) the corporation's license to do business in Ohio expires or is cancelled.
- The corporation will exercise the following corporate purpose(s) in Ohio:
 (Please provide a brief but specific description; a general purpose clause is not sufficient.)
Telecommunications
- Has the corporation obtained a license to transact business in Ohio at any time in the past? yes no.
 If yes, prior License No. _____ issued _____
(date)
- The date on which the corporation began transacting business in Ohio:
 Date _____
 OR
 will begin business upon approval of application.
- Is this application being made to enable the corporation to prosecute or defend a legal action? yes no.
 (SEE INSTRUCTION NO. 5 ON SECOND PAGE)
- The corporation has currently authorized 20,975,000 shares of stock and has issued 4,782,500 shares.

NOTARIZATION

STATE OF ALABAMA
COUNTY OF MOBILE } ss.

I, Robert A. Fergusson, being duly sworn, state that I am the

- President
- Vice President
- Secretary
- Treasurer of GLOBAL TEL*LINK CORPORATION and that the foregoing statements are true and correct to the best of my knowledge and belief.
(name of corporation)

H0431-0250

By: Robert A. Fergusson
(Signature)
Robert A. Fergusson, President

SWORN TO AND SUBSCRIBED IN MY PRESENCE
THIS 25th DAY OF August, 1992

Maquet J. Wilson
(Signature of notary)
My commission expires MY COMMISSION EXPIRES DECEMBER 5, 1992

NOTARY SEAL

INSTRUCTIONS

1. This application must be accompanied by an original certificate of good standing from the state in which the applicant is incorporated, dated not more than 60 days prior to the filing of the application. (O.R.C. 1703.04(A))
2. The filing fee for a permanent license is \$75.00 and for a temporary license is \$125.00. (O.R.C. 1703.04 (C), 1703.13)
3. The application must be signed by the president, vice-president, secretary or treasurer of the corporation and must be notarized. (O.R.C. 1703.041)
4. In item 6, the agent for service of process may be (a) a natural person who is a resident of Ohio, or (b) an Ohio corporation or a foreign corporation licensed in Ohio which is explicitly authorized by its articles to act as statutory agent and which has a business address in Ohio. (O.R.C. 1703.041)
5. No foreign corporation which previously should have obtained a license to do business in Ohio shall maintain any action in any court until it has obtained such a license. Before the corporation shall maintain such action on any cause of action arising at the time when it was not licensed to transact business in this state, it shall pay to the Secretary of State a forfeiture of two hundred fifty dollars with this license application. (O.R.C. 1703.29) It is only under these circumstances that question no. 11 should be answered "yes". Under all other circumstances the answer to this question should be "no".

NOTE: Foreign corporations doing business in Ohio must file each year with the Secretary of State an Annual Statement of Proportion of Capital Stock (Form 7), showing activity in Ohio during the preceding calendar or fiscal year. This report is due March 31st, unless an extension has been requested in writing and has been granted. (O.R.C. 1703.07).

The report is separate and distinct from the Ohio Franchise Tax Report.
If the corporation has been doing business in Ohio prior to the date of licensing, it must submit a Form 7 for each of the years of unlicensed operation in Ohio, together with a certificate from the Ohio Department of Taxation showing that all applicable Franchise Taxes have been paid. For information on this certificate (D-4), call the Department of Taxation at 614-433-7636.

(OHIO - 1931)



Office of Secretary of State

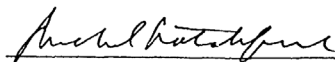
I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY GLOBAL TEL*LINK CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE DATE SHOWN BELOW.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

1



722216010



Michael Ratchford, Secretary of State

AUTHENTICATION: *3542707

DATE: 08/03/1992

09
03
05



CT System

110431-0252

September 3, 1992

*PLEASE FILM
BOTH SIDES*

CT Corporation System
17 South High Street
Columbus, OH 43215
614 621 1919
Fax 614 621 1906

Secretary of State
Corporation Division
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418

RE: GLOBAL TEL*LINK CORPORATION (DEL DOM)
DU 82022-6

Gentlemen:

On behalf of the above corporation(s), we enclose the document(s) necessary to accomplish the following filing(s), and check(s) to cover the filing fee(s).

- Articles of Incorporation
- Amendment/Amended Articles of Incorporation
- Subsequent Appointment/Change of Address
- Merger Documents/Certificate of Merger
- Certificate of Name Change
- Foreign License Application
- Certificate of Surrender/Dissolution
- Trade/Fictitious Name Registration

SPECIAL INSTRUCTIONS:

CORRESPONDENCE

Thank you for your handling of this matter and we would appreciate your sending the usual evidence of filing to the undersigned.

Very truly yours,

ky
R. A. Lawrence
Ruth A. Lawrence
Office Manager

Enclosure

5. | MBE Certification

Ohio Department of Rehabilitation and
Correctional Services



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Minority Business Enterprise (MBE). The State is committed to improving the number of minority-owned enterprises that do business with the State of Ohio. A "minority-owned enterprise" is an individual, partnership, corporation or joint venture of any kind that is owned and controlled by U. S. Citizens and residents of Ohio, who are and have held themselves out as members of the following socially and economically disadvantaged groups: Blacks, American Indians, Hispanics and Asians.

The offeror is encouraged to seek out and set aside work for Ohio certified minority business enterprises (MBEs). The MBE must be certified by the Ohio Department of Administrative Services pursuant to ORC 123.151. For more information regarding MBE and MBE certification requirements please refer to the DAS Equal Opportunity Division

Website at:

<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification.aspx>

In addition, to search for Ohio MBE-Certified Providers, utilize the following search routine published on the DAS Equal Opportunity Division website:

- Select "MBE Certified Providers" as the EOD Search Area selection;
- On the subsequent screen, at minimum, select the appropriate Procurement Type, e.g., "Information Technology Service" as a search criterion; Select "Search"; and
- A list of Ohio MBE Certified Service Providers will be displayed.
- Requirements for Embedded Solicitation

In seeking solicitations from Ohio certified MBE subcontractors, the Offeror must:

- Utilize a competitive process to which only Ohio certified MBEs may respond;
- Have established criteria by which prospective Ohio MBEs will be evaluated including business ability and specific experience related to the Work requirements; and
- Offeror must maintain its proposed percentage with certified MBEs throughout the term of the Contract resulting from this solicitation throughout the term of the Contract, including any renewals.

Offeror's Proposal must include the Ohio certified MBE Utilization Plan (Plan). The Plan must (a) state the specific percentage of the cost of the Work that it will set aside for Ohio certified MBE subcontractors only; (b) attest that a competitive process used for the selection of Ohio certified MBE subcontractors to which only Ohio certified MBEs responded; and (c) identify proposed portions of the Work to be performed by Ohio certified MBE subcontractors.

GTL has read, understands, and will comply.

GTL's Ohio Certified MBE Utilization Plan

GTL has a rich history of subcontracting with MBE firms, as evidenced by our 20-year partnership with ShawnTech Communications, LLC. GTL currently utilizes ShawnTech, an Ohio-based MBE, at ODRC

facilities via your dedicated Field Service Personnel, Tablet Administrators, and Support Staff. As we transition from this contract to a new contract, GTL will continue to work closely with our **EXCLUSIVE** MBE, ShawnTech, to meet the needs of ODRC. Demonstrating our commitment to utilizing local, minority businesses, GTL has hired 14 Field Service Personnel through ShawnTech in 2020 alone. GTL's Field Service Director, Ted Meekins, works closely with ShawnTech and will continue to do so. In addition, we also utilize ShawnTech for key installations such as the Wireless Enhancement at Lebanon Correctional at the time of this RFP response. Finally, GTL currently utilizes ShawnTech for ODRC Cell Phone Detection, commonly known as Mobile Assessments.

ShawnTech is a true partner with not only a dedicated service team but also an account management team. ODRC will continue to benefit from exemplary service delivered by the GTL / MBE ShawnTech team.

GTL will set aside 10% of the cost of the work for ShawnTech. In selecting this MBE, GTL entered into a competitive bidding process to ensure that any applicable Ohio certified MBE's were not being overlooked. GTL received two (2) responses and asked those MBE's for additional information. ShawnTech was the only MBE to respond with the additional information. With that, and the 20-year partnership between ShawnTech and GTL, we concluded through evaluation that ShawnTech was the best fit to continue to provide these services to ODRC. Throughout the life of this contract, ShawnTech will perform the following:

- Providing and supporting a minimum of 14 Ohio based Field Service employees for GTL
- As we continue to enhance sites with the latest wireless tablet technology, ShawnTech will perform the installations
- Cell phone detection; 31 Mobile Assessments per year
- Certain equipment purchases on behalf of GTL

ShawnTech Communications - Ohio MBE - Proof of Certification



Department of
Administrative Services

Mike DeWine, Governor
Jon Husted, Lt. Governor

Matt Damschroder, Director

06/17/2020

Lance Fancher
Shawntech Communications, Inc.
8521 Gander Creek Dr
Miamisburg, OH 45342

SUBJECT: Minority Business Enterprise (MBE) Program
Certification Number: MBE-8610
Effective Dates: 06/17/2020 through 06/17/2022

Dear Lance Fancher:

As you are aware, a company desiring to participate in the State of Ohio's Minority Business Enterprise program must demonstrate to this Office that the company is owned and controlled by a minority individual for at least the previous one year.

After careful review of the application and supporting documentation you provided to this office, the Equal Opportunity Division of the Ohio Department of Administrative Services (DAS) has determined that the company satisfactorily meets the requirements set forth in Section 123:2-15-01 of the Ohio Administrative Code as is required for participation in the program. This letter shall serve as the State's official certification to this effect.

This letter also acknowledges that Shawntech Communications, Inc. has been categorized under the procurement category for MBE program participation, and has demonstrated capability and/or experience for a period of at least one-year in the following UNSPS code(s):

1. 72151700 Safety and security system installation services
2. 92121700 Security systems services

Please note that one month prior to the expiration date of this certification, your company is required to submit a completed Recertification Affidavit form for our review relative to the company's qualifications for continuing participation in the MBE program. Additionally, you must formally notify this division of any changes that occur within your company that effect ownership, managerial and/or operational control within thirty days of such changes occurring. Similar notification must be provided to us of any changes to the company's name, business address, telephone numbers, principal products/service or other basic contact and commercial activity information.

Failure to provide a completed Recertification Affidavit or to notify this office of such changes to your company in a timely manner may result in the revocation of your certification status.

If you need any assistance or have questions about the MBE program, its objectives, or its operation, please contact the Equal Opportunity Division's Business Certification and Compliance Unit at 614-466-8380.

Sincerely,

Eric M. Seabrook
Deputy Director
State EEO Coordinator

*As set forth in Section 123:2-15-01 of the Ohio Administrative Code

Equal Opportunity Division
4200 Surface Road
Columbus, Ohio 43228

614-466-8380 | Phone
614-728-5628 | FAX
das.eod@das.ohio.gov | email: das.eod@das.ohio.gov das.ohio.gov

The State of Ohio is an equal opportunity employer

Certified Service Provider Details

Company Name: Shawntech Communications, Inc.

Certification Expiration Date: 6/17/2022

Address: 8521 Gander Creek Dr

City: Miamisburg

State: OH

Zip Code: 45342

County: Montgomery

Region: 4 - Southwest Central

Phone: 937-898-4724

Fax: 937-898-4447

Email: afancher@shawntech.com (<mailto:afancher@shawntech.com>)

Nature of Business: Installs, services, and maintains call control systems, kiosks, surveillance cameras, contraband cell phone assessments, and managed access systems.

Procurement Type: Goods and Services

Business Type: Security Services (Monitoring/ Armed/Unarmed Guards/Patrol/ Etc.)

CSI Codes:

UNSPSC Codes: 92121700 Security systems services, 72151700 Safety and security system installation services

Issuing Agency:

License Type:

License Number:

Website: www.shawntech.com (www.shawntech.com)

6. | Offeror Profile

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

Each Response must include a description of the offeror capability, capacity, and experience in support of the requirements. The description should include the date the offeror was established, its leadership, number of employees, number of employees the offeror will engage in tasks directly related to the Project, and any other background information or relevant experience that will help the State gauge the ability of the offeror to fulfill the obligations of the Contract.

The offeror must use the Offeror Profile Summary Form(s) (Attachment Seven) and fill them out completely to provide the required information. All offerors must demonstrate experience to meet each of the applicable mandatory requirement(s) evaluation criteria by including the offeror mandatory requirement form provided in this RFP. Each offeror must meet the applicable mandatory requirement(s) in the RFP. If an offeror does not meet the applicable mandatory requirement(s), the State may reject the offeror's Proposal as non-responsive.

The offeror must also use the Offeror Profile Summary Form(s) (Attachment Seven) and fill them out completely to provide the required information to demonstrate experience to meet each of the first four scored requirement(s) evaluation criteria by including the offeror scored requirement form provided in this RFP.

These forms may be duplicated to provide multiple experiences.

GTL has read, understands, and will comply.

Our company was established in 1989, operating under the name Global Tel*Link for our incarcerated adult and youth telecommunication services and under the name Global Telcoin, Inc., for public payphone services. Since our incorporation in 1992, we have operated solely under the name Global Tel*Link Corporation; popularly abbreviated GTL. Our corporation is domesticated in Idaho. Today, GTL provides an expansive portfolio of sophisticated correctional and rehabilitation technologies to every size of correctional facility in all 50 states.

For 31 years, GTL has forged lasting partnerships in over 2,300 correctional facilities across the nation. The core principals guiding our growth and sustaining our longevity are Integrity, Accountability, Teamwork, Innovation, and Commitment to Excellence.

First, we focus us on our customers. We are driven to identify your present and future needs. Our solutions provide true value by advancing the technology behind affordable incarcerated adult and youth communication and effective prison management. We have earned trust because we stand by our customers well beyond installation. We are dedicated to expert and timely maintenance, support and customer service.

Our customers have made us industry leaders. They know they can rely on GTL to deliver innovative, integrated, flexible products and services that answer their unique demands. With GTL, ODRC gains cutting-edge solutions in:

- Communications
- Enterprise Management
- Incarcerated Adult and Youth Services

- Investigation & Intelligence
- Payments & Deposits

Integrity, Accountability, Teamwork, Innovation, and Commitment to Excellence. Our promise to you is to continue to raise the bar and set the standard for the entire corrections services industry. The quantification of GTL’s mission to pursue innovative vision, provide value, and engender trust looks like this:



GTL’s Innovative Vision

As the market leader in innovation and integrated correctional technology solutions, GTL drives industry’s vision, compelling everyone else to keep up. We know you rely on us to define tomorrow’s challenges and to deliver solutions to keep your facility safely and efficiently in control. We are here to help you stay one step ahead while connecting offenders to the people and services that support their rehabilitation. We understand your need, and we develop tomorrow’s technology to keep you at the forefront of industry advancements.

Patent Proof

Today’s communication technology is in constant flux. A company can rest on its laurels, rely on someone else’s technology, or a dozen others just to keep up with the changes. At GTL, we are the change. GTL owns or is fully licensed to use all patented processes associated with our system, so there will never be a service or functionality loss due to patent issues

GTL has the strongest patent portfolio in the industry, with more granted patents than our competition. Our focus is on genuine technology innovation, not simply patent licensing and enforcement. GTL is uniquely positioned to capitalize on new product opportunities as customers

look to increase their service offering and revenue opportunities because of a near decade long M&A (Mergers & Acquisitions) strategy that both solidified GTL's prime position in the market and expanded its portfolio of integrated solutions.

A patent is an intangible asset that speaks volumes about its holder, and not every correctional vendor licenses its patents.

Our technology or patents are not licensed from any competitor to provide our current solutions.

A patent that is obtained honestly and legally is a testament to the originality and innovation of the claimant. We currently hold 222 patents and have 139 new patents pending. In the last 12 months alone, we have been awarded 9 new patents and filed 58 new patent applications.

Our patents are specific and relevant to the corrections industry. Examples of our recent and diverse patents include:

- Telecommunication Call Management and Monitoring System with Voiceprint Verification
- System and Method for Multi-Modal Audio Mining of Telephone Conversations
- Multifunction Wireless Device
- Controlled Environment Secure Media Streaming System
- Controlled Environment Media and Communication System

GTL's technology is at the forefront of correctional technology, including but not limited to investigative services, payment transactions, three-way call detection, and telephone voiceprint. Our technology creates the path everybody follows; That's innovation.

GTL has the strongest patent portfolio in the industry, with more granted patents than our competition. Our focus is on genuine technology innovation, not simply patent licensing and enforcement. GTL is uniquely positioned to capitalize on new product opportunities as customers look to increase their service offering and revenue opportunities because of a near decade long M&A (Mergers & Acquisitions) strategy that both solidified GTL's prime position in the market and expanded its portfolio of integrated solutions. Our patents, and patent applications, reflect our investment in research and development, the great wealth of creative talent that we employ for our customers, and our continued commitment to products that improve security and ease communication. As a true pioneer and visionary leader in innovative technology, we focus on the future.

Integrated Solutions

We know that value goes beyond dollars. With 2,300 correctional facilities as partners, we have worked with just about every vendor or system offered in the corrections market. As a result, you will experience a smooth, seamless integration as part of the underlying value present in GTL's products and services.

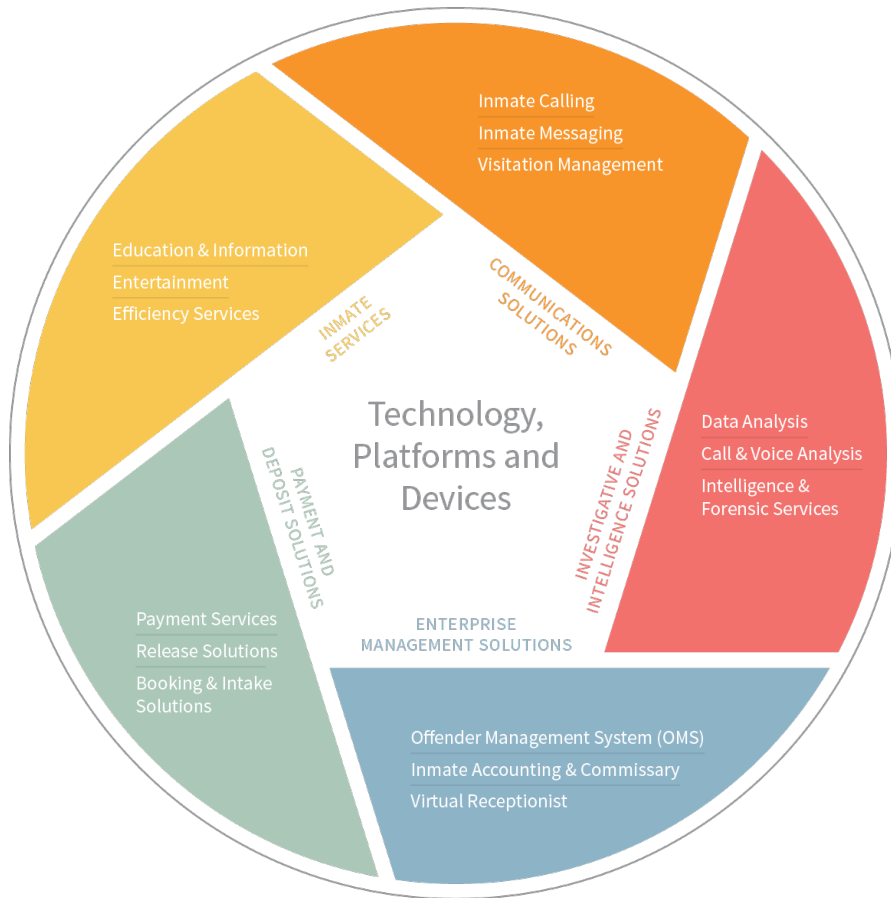
Communications Solutions – Enabling Connections without Compromising Control

Connect incarcerated adult and youths to their friends and loved ones and keep your finger on the information pulse. From secure telephones and in-pod kiosks to industry leading tablets, GTL helps

correctional facilities leverage the latest technology to enable connection without compromising control. Our robust and secure infrastructure completed over 373 million calls totaling 3.9 billion minutes last year.

Visitation Solutions – Improving the Visitation Process for Everyone

Smooth and efficient visitation management helps maintain security while providing meaningful contact with friends and loved ones. GTL Visitation Solutions make it easy to schedule and administer on-premises and remote video visitations. GTL’s Video Visitation system manages more than 20,000 visitation stations and over 13M essential visits per year.



Investigative and Intelligence Solutions – Finding Answers that Prevent and Solve Crimes

Mine and interpret valuable data from multiple sources, including commissary orders and telephone calls. GTL’s puts it all together in clear, easy-to-interpret reports, graphs, and charts. Connections become clear for real-time, actionable intelligence. Designed with input from leading investigators, our field-tested technology reveals previously hidden activities, identifies incriminating calls, and helps solve and prevent crimes.

Enterprise Management Solutions – Driving New Levels of Efficiency, Control, and Safety

Enterprise Management Solutions span the entire spectrum of incarcerated adult and youth/facility interaction for correctional facilities of all sizes. Facilities across the country already experience

enhanced levels of efficiency and greater control over the incarcerated adult and youth population using GTL's technology. From collecting and tracking incarcerated adult and youth funds to one-stop access to incarcerated adult and youth data, ODRC can rely on our tested and proven management solutions.

Payment and Deposit Solutions – Ensuring the Quick, Accurate, and Secure Processing of Funds

Automate this labor-intensive, time-consuming process while providing seamless, real-time integration across accounts and transactions. GTL's best-in-class Payment and Deposit Solutions delivers an end-to-end system for the timely and secure processing of funds. From lobby kiosks and lockbox solutions to automated telephone payments, you can keep records straight and free up staff time. To date, GTL's processed more than 35.9 million credit card transactions totaling over \$900 million.

Incarcerated adult and youth Services – Supporting the Rehabilitation Process

Aligned with industry best practices to reduce recidivism rates, our Incarcerated adult and youth Services and Content Solutions put pre-approved educational and entertainment programs and materials into the hands of incarcerated adult and youths. This promotes self-reliance, self-esteem and a safer living environment while preparing incarcerated adult and youths for a more successful re-entry into society.

Security

ODRC can rely on our longstanding commitment to reinvesting in security infrastructure. All GTL operations and business practices are subject to stringent, detailed security policies and procedures: from the development, deployment, and functionality of our systems to the acquisition, handling, and storage of data.

Our incarcerated adult and youth phone systems and deposit service systems are rich with fraud prevention features. In the next paragraph, we highlight only a fraction of the policies and procedures GTL has in place to ensure data security and fraud prevention. If desirable, GTL's Chief Security Officer will be pleased to set up a meeting with ODRC for an in-depth review of our security methodologies.

GTL was one of the first organizations in the country with employees certified by the Payment Card Industry (PCI) Security Standards Council as Internal Security Assessors (ISA). This ensures our PCI compliance is held to the highest standard. GTL is a level one merchant meaning it must complete the most comprehensive annual audit report required by the Payment Card Industry Data Security Standard (PCI-DSS). GTL's handling of sensitive cardholder data is fully compliant with the PCI-DSS and uses these security best practices as its foundation across all of GTL's technology infrastructure. At the end of 2019, GTL processed **35.9 million credit card transactions**. GTL backs its expanding automated payment services profile with the most stringent data security achievable. We maintain electronic money transfer licenses in all states requiring licenses in which we do business. With comprehensive OFAC and AML/BSA policies in place, GTL is fully compliant with FinCEN and state money transfer regulations.

Trust in GTL's Financial Strength and Stability—Unmatched by Competitors

GTL is a financially sound and secure company with the resources to fully support your objectives. Our stability is underscored by:

- Our reputable and solid financial investor -- American Securities. A leading U.S. middle-market private equity firm, they invest in companies with annual revenues ranging from \$200 million to \$2 billion.
- A sound and liquid balance sheet to support a contract the size of ODRC
 - **Liquidity** – Very strong liquid position enables us to comfortably handle ODRC's requirements
 - **Leverage** – Relatively conservative and sound leverage position compared with other companies in the industry
 - **Cash Flow** – The strongest in the industry

GTL's significant market share and strong financial position is directly related to our customers' loyalty and trust. Our market-leading position has earned us multiple long-term contract awards and consistent contract renewals.

In support of our pledge to ODRC, GTL's financials are audited by Deloitte.

As a "Big 4" auditing firm, they bring these advantages:

- Assurance of commission accuracy for our customers
- Credibility with the Securities and Exchange Commission and other regulatory entities, grounded in professional relationships built over many years
- Significant experience serving complex companies of similar size
- Leadership in providing audit services to the telecommunications industry
- Extensive, long-term investment in our practice, including technology, training, development of specialists, and thought leadership

GTL's financial stability, coupled with the strongest cash flow in the industry, ODRC can be assured GTL will deliver exceptional service and the guaranteed commissions required by the contract.

GTL's Management Team



For 15 years GTL and ODRC have had a successful partnership through mutual support and collaboration. Under a new contract with us, ODRC will receive the same services and processes that you have become accustomed to, while gaining enhancements, such as new tablet technology, video visitation, and an expansion of your current support team.

Our support team for ODRC is staffed with **over 57 specialists that are committed to this project, as shown below**. We have refocused our organization around customer service and client partnerships and in doing so we increased the team serving ODRC. With 22 offices regionally located across the U.S and over 1,000 full-time team members, GTL is dedicated to you – from your on-site technicians, all the way to our Executive Teams and CEO, Deb Alderson. Below, GTL demonstrates how our team will continue to serve you throughout the life of this contract.

GTL's Executive Org Chart
All GTL Executives will oversee the ODRC project throughout the life of the contract.



GTL's Service Team Org Chart



GTL's Account Team Org Chart



**ATTACHMENT SEVEN
OFFEROR PROFILE**

MANDATORY REQUIREMENT:

The offeror must have completed at least two (2) implementations of the proposed Secure Communication, Education, and Entertainment Technology System in a correctional institution environment of similar size and scope (minimum of 10,000 inmates) to the requirements of this RFP within the last sixty (60) months.

This form may be copied for multiple instances.

<p>Company Name: Ohio Department of Rehabilitation and Correction</p>	<p>Contact Name: Ken Kopycinski Contact Title: (Acting) Chief of Acquisition & Contract Compliance Secondary: Robert Robinson Contact Title: Contract Administration</p>
<p>Company Address: Ohio Department of Rehabilitation and Correction 4545 Fisher Road, Suite "D" Columbus, Ohio 43228</p>	<p>Contact Phone Number: Desk Phone: 614-995-5104 Cell: 614-496-2543 Contact Email Address: ken.kopycinski@odrc.state.oh.us Secondary: Contact Phone Number: 614-382-9681 Contact Email Address: Robert.Robinson@odrc.state.oh.us</p>
<p>Project Name: Secure Communication, Education, and Entertainment Technology – RFP 0A1229</p>	<p>Beginning Date of Expr: / Ending Date of Expr: Month/Year 12-2005 - Month/Year: Current</p>
<p>Number of facilities for Project? 31</p>	<p>Number of Inmates? 45,000+</p>
<p>Describe Related Service Provided:</p> <ul style="list-style-type: none"> • Inmate Telephones • 45,000+ deployed Tablets • Entertainment on Tablets • Numerous Applications on Tablets • Payment Services • Investigative Services • On-Site Analysts • Case Management Software <p>GTL presently has all these above services deployed at ODRC. The entire tablet deployment was completed in Q4 of 2019. This should satisfy the requirement of experience, capability, and capacity.</p>	

**ATTACHMENT SEVEN
OFFEROR PROFILE**

SCORED REQUIREMENT:

The offeror must have completed at least two (2) implementations of the proposed Secure Communication, Education, and Entertainment Technology System in a correctional institution environment of similar size and scope (minimum of 10,000 inmates) to the requirements of this RFP within the last sixty (60) months.

This form may be copied for multiple instances.

Company Name: Michigan Department of Corrections	Contact Name: Andrew Fotenakes Contact Title: Procurement, Monitoring, and Compliance Division Secondary: Gregory Crouch Contact Title: Technical Contract Monitor
Company Address: Procurement, Monitoring, and Compliance Division Budget and Operations Administration Michigan Department of Corrections 206 E Michigan Ave, Lansing, MI 48933	Contact Phone Number: Desk Phone: 517-335-1061 Contact Email Address: fotnakesA@michigan.gov Secondary: Contact Phone Number: 517-241-3187 Contact Email Address: crouchG1@michigan.gov
Project Name: Inmate Communication Services	Beginning Date of Expr: / Ending Date of Expr: Month/Year 6-2011 - Month/Year: Current
Number of facilities for Project? 28	Number of Inmates? 35,000
Describe Related Service Provided: GTL provides the following services: <ul style="list-style-type: none"> • Inmate Telephones • VRS • Video Visitation • Payment Services • Investigative Services GTL presently has all these above services deployed at MI DOC and has been the primary Inmate Communications Provider since 2011. This should satisfy the requirement of experience, capability, and capacity.	

**ATTACHMENT SEVEN
OFFEROR PROFILE**

SCORED REQUIREMENT:

The offeror must have completed at least two (2) implementations of the proposed Secure Communication, Education, and Entertainment Technology System in a correctional institution environment of similar size and scope (minimum of 10,000 inmates) to the requirements of this RFP within the last sixty (60) months.

This form may be copied for multiple instances.

Company Name: Indiana Department of Corrections	Contact Name: Christina Reagle Contact Title: Deputy Commissioner of Administration and Finance Secondary: Mark Hahn Contact Title: Technology Services Division
Company Address: Indiana Department of Corrections 402 Washington Street Indianapolis, IN 46204	Contact Phone Number: Desk Phone: 317-232-5805 Contact Email Address: creahle@idoc.in.gov Secondary: Contact Phone Number: 317-697-3911 Contact Email Address: mhahm@idoc.in.gov
Project Name: Inmate Communication Services	Beginning Date of Expr: / Ending Date of Expr: Month/Year 12-2005 - Month/Year: Current
Number of facilities for Project? 21	Number of Inmates? 26,505
Describe Related Service Provided: ITS, VVS, Tablets, Messaging, Education, Data IQ, Analysts. GTL presently has all these above services deployed at IN DOC. The entire tablet deployment was completed in 2020. This should satisfy the requirement of experience, capability, and capacity.	

ATTACHMENT SEVEN OFFEROR PROFILE

SCORED REQUIREMENT:

The offeror must have completed at least two (2) implementations of the proposed Secure Communication, Education, and Entertainment Technology System in a correctional institution environment of similar size and scope (minimum of 10,000 inmates) to the requirements of this RFP within the last sixty (60) months.

This form may be copied for multiple instances.

Company Name: North Carolina Department of Public Safety – Division of Prisons	Contact Name: Melissa Earp Contact Title: Director of Administrative Services Secondary Contact: Raymond Hibbitt Contact Title: Telecommunications Manager NCDPS- Division of Prisons
Company Address: North Carolina Department of Public Safety 831 W. Morgan Street 4265 MSC Raleigh, NC 27699-4265	Contact Phone Number: 984-255-6002 Contact Email Address: Melissa.earp@ncdps.gov Secondary Contact Phone Number 984-204-2843 Contact Email Address: raymond.hibbitt@ncdps.gov
Project Name: Inmate Communication Services	Beginning Date of Expr: / Ending Date of Expr: Month/Year 3-2003 - Month/Year: Current
Number of facilities for Project? 55	Number of Inmates? 38,500
Describe Related Service Provided: GTL has served North Carolina Department of Public Safety – Division of Prisons since 2003. We support 55 plus prisons with 7,500 inmate telephones to an average daily population of 38,000 inmates. The Department of Security under the Department of Public Safety is supported with 10 full time investigators who monitor and listen to calls, builds cases utilizing our the ITS case management tool, and supplements and generates actionable intelligence leads through GTL Data IQ. Collect, prepaid and offender paid debit calling programs are all supported on wall mounted phones. GTL currently has a tablet pilot program deployed at the Nash Correctional Institution; with full tablet deployment across NC DOC within the next 30 months. In addition, GTL installed a remote (families and friends outside facility) on-demand video visitation program that is supported via the tablet on wall mounted docking stations within housing units, and scheduled visitation between facility lobby GTL Flex stations and housing unit GTL Flex stations. Other services that support the tablets is an advanced wireless network. The tablets services available include e-messaging and attachments, requests and grievances, information services, access to education and rehabilitative programing, and integration with 3rd party applications such as law library. Finally, tablets provide offender access to both free and paid usage/per-minute based entertainment such as books, games, movies, music, TV, podcasts, and other entertainment media approved by the State.	

**ATTACHMENT SEVEN
OFFEROR PROFILE**

SCORED REQUIREMENT:

The offeror must have completed at least two (2) implementations of the proposed Secure Communication, Education, and Entertainment Technology System in a correctional institution environment of similar size and scope (minimum of 10,000 inmates) to the requirements of this RFP within the last sixty (60) months.

This form may be copied for multiple instances.

Company Name: South Carolina Department of Corrections	Contact Name: Trevis Shealy Contact Title: Division Director, Resource and Information Management Secondary Contact: Tom Barrett Contact Title: Assistant IT Director SC Department of Corrections
Company Address: P.O. Box 1787 4444 Broad River Road Columbia, SC 29210	Contact Phone Number: 803-896-2095 Contact Email Address: Shealy.Trevis@doc.sc.gov Secondary Contact Phone Number: 803-896-1755 Secondary Contact Email Address: Barrett.Tom@doc.sc.gov
Project Name : Inmate Telephones/Educational Tablets	Beginning Date of Expr: 5/2/2011 Ending Date of Expr: 12/31/2025
Number of facilities for Project? 21	Number of Inmates? 16,500
Project Description: This project includes implementation and support services of offender communications services for over 16,000 sentenced offenders housed at 21 adult facilities across the State. Services include an intra-State support office of 8 dedicated field level support administrators and 4 full time technicians. Equipment supported are tablets on a 1-to-1 tablet-to-offender ratio, 2500 offender telephones, 480 in-pod informational kiosk stations. GTL and SCDC are installing video visitation and scheduling/conflict resolution software and hardware in the 21 facilities visitation centers. Collect, prepaid and offender paid debit calling programs are all supported on both wall mounted phones and on tablets. Other services supported by the tablets via our advanced wireless network include e-messaging, staff requests, and deploying inmate grievances in 2021. GTL via the tablet also is providing information services, access to education and rehabilitative programing, and integration with 3 rd party applications such as law library. Finally, tablets provide offender access to both free and paid based entertainment such as books, games, movies, music, TV, podcasts, and other entertainment media approved by the DOC. Investigative features and tools deployed include, but are not limited to, Data IQ analytics, Call IQ, Called Party IQ, Hot alerts, Live Monitoring Tools, and Player IQ	

7. | Proposed Solution

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

8. | Supplement 2 Response – State IT Policy, Standard and Service Requirements

Ohio Department of Rehabilitation and
Correctional Services



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9. | Supplement 3 – State Information Security and Privacy Requirements, State Data Handling Requirements

Ohio Department of Rehabilitation and Correctional Services



The Corrections Innovation Leader

10. Proof of Insurance

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Global Tel*Link Corporation GTEL Holdings, Inc. 107 St Francis St 32nd Floor Mobile AL 36602 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great Northern Insurance Co.		20303
	INSURER B: Chubb Indemnity Insurance Co.		12777
	INSURER C: Federal Insurance Company		20281
	INSURER D: Mercer Insurance Company		14478
	INSURER E: Lexington Insurance Company		19437
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570084459068 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			080877955	10/01/2020	10/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOPAGE \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73533839	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			27307675	10/01/2020	10/01/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		V/N N/A	2171725786 (AOS) 2171750223 (HI, MS, SC)	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570084459068

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of Ohio and the Certificate Holder, as their interests may appear are added as Additional Insureds for General Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions. Waiver of Subrogation is granted in favor of the additional insureds as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions. The policies certified hereon are primary to other insurance available to the additional insureds, but only to the extent required by written contract with the Insured, and always subject to the policy terms, conditions and exclusions. Defense cost shall be outside of the policy limits. Damage to rented premises includes coverage

CERTIFICATE HOLDER	CANCELLATION
Ohio Department of Rehabilitation and Corrections 770 West Broad Street Columbus OH 43222 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South, Inc.</i>

ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

<small>AGENCY</small> Aon Risk Services South, Inc.		<small>NAMED INSURED</small> Global Tel*Link Corporation
<small>POLICY NUMBER</small> See Certificate Number: 570084459068		
<small>CARRIER</small> See Certificate Number: 570084459068	<small>NAIC CODE</small>	<small>EFFECTIVE DATE:</small>

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:
 for fire legal liability.

11. Payment Address

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

Payment Address. The offeror must give the address to which the State should send payments.

GTL has read, understands, and will comply.

Global Tel*Link Corporation

Rick Laird, Purchasing Manager

107 St Francis Street

Suite 3200

Mobile, AL 36602

12. Legal Notice Address

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

Legal Notice Address. The offeror must give the name, title, and address to which the State should send legal notices under the Contract.

GTL has read, understands, and will comply.

Global Tel*Link Corporation Legal Counsel

Claudia Regen, Senior Vice President, General Counsel

3120 Fairview Park Drive, Ste 300

Falls Church, VA 22042-4570

13. W-9 Form

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Global Tel Link Corporation	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <i>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</i> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 3120 Fairview Park Drive, Ste. 300	Requester's name and address (optional)
	6 City, state, and ZIP code Falls Church, VA 22042	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
<table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>										
or										
Employer identification number										

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>6/25/19</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1098-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

14. Independent Contractor Acknowledgement Form

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

Independent Contractor Acknowledgement Form. Unless the offeror is a “business entity” as that term is defined in ORC. 145.037 (“an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business”), the offeror must complete and submit an originally signed Independent Contractor Acknowledgement form in its entirety. All other copies of a Proposal may contain copies of the Independent Contractor Acknowledgement form. The offeror must indicate on the outside of the binder which Proposal contains the originally signed Independent Contractor Acknowledgement form. A current version of the Independent Contractor Acknowledgement form is available at: <https://www.opers.org/forms-archive/PEDACKN.pdf>

GTL has read, understands, and will comply.

Global Tel*Link Corporation is a business entity; therefore, is not required to fill out the Independent Contractor Acknowledgement Form.

15. Affirmation of Disclosure Form

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

**ATTACHMENT EIGHT: AFFIRMATION AND
DISCLOSURE FORM**

By the signature affixed hereto, the Contractor affirms and understands that if awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States unless a duly signed waiver from the State has been attained.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

3120 Fairview Park Drive, Suite 300

Falls Church VA 22042-4570

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

ShawnTech

8521 Gander Creek Rd. Miamisburg, OH 45342

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

All GTL services will be performed at ODRC facilities.

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

All Subcontractor services will be performed at ODRC facilities.

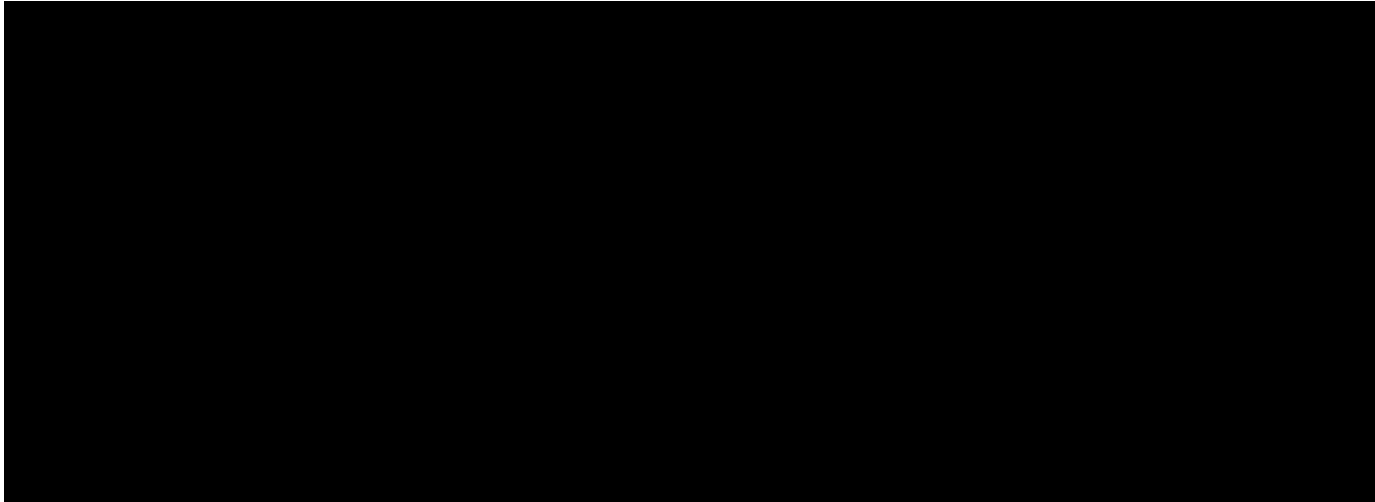
(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

The specific information for Item 3, locations of data storage, will be redacted as protected from disclosure as a trade secret under Ohio Revised Code section 1333.61. The information is protected information under the statute, and GTL has taken reasonable efforts to maintain its secrecy.



Name/Location(s) where state data will be located by subcontractor(s):



(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor: Global Tel*Link Corporation

Print Name: Jonathan Walker

Title: Executive Vice President, Business Development

Date: 12/16/2020

16. Acceptance of Attachment Two – Special Provisions

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

Acceptance of Attachment Two – Special Provisions. Offerors must include the entire content of Attachment Two as a single section in their proposal. The Offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the Special Provisions contained in Attachment Two.

GTL has read, understands, and agrees to the Special Provisions contained below.

Attachment Two: Special Provisions

Submittal of Deliverables. Should the State require Work elements be submitted as a Deliverable, the Contractor must perform its tasks in a timely and professional manner that produces Deliverables that fully meet the Contract's requirements. And the Contractor must provide the Deliverables no later than the due dates the Contract requires. At the time of delivery of a written Deliverable, the Contractor must submit an original and one copy of each Deliverable, plus an electronic copy. The Contractor must provide the electronic copy in a file format acceptable to the State.

By submitting a Deliverable, the Contractor represents that, it has performed the associated tasks in a manner that meets the Contract's requirements.

The Contractor must provide all Deliverables to the State Project Representative, who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as specified in the State approved, base-lined Project Plan.

If the State determines that a Deliverable is not in compliance, the State Project Representative will note the reason for non-compliance and send notification to the Contractor Project Manager. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit it to the Project Representative within ten business days.

If the State agrees the Deliverable is compliant, the State Project Representative will sign a Deliverable Submittal Form and return a copy to the Contractor. In addition, if the State Project Representative or designee determines that the State should make a payment associated with the Deliverable, the State Project Representative will indicate that the payment should be made on the Deliverable Submittal Form.

The State form authorizing payment and the payment itself do not indicate that the State has accepted the Deliverables associated with the payment. The State's acceptance of the Deliverables that are part of developing the Project is conditioned on a successful performance test upon completion of the Project or Services (if applicable).

General Systems Implementation Standards. The Contractor has and will continue to use its best efforts through quality assurance procedures to ensure there are no viruses or malware or undocumented features in its infrastructure and services and that they do not contain any embedded device or code (e.g.,

time bomb) that is intended to obstruct or prevent any use of or access to them by the State.

Inconsistencies between Contract and Deliverables. If any terms and conditions that may be incorporated in a User, Operations, Training Document or Guide or Contractor created Deliverable, work product, assumption, responsibility or activity are inconsistent or conflict with the Contract, the Contract shall prevail.

The Contractor's Fee Structure. The Contractor may not invoice the State for any costs associated with this

Contract. All fees, as agreed upon in the Contractor's Cost Summary, will be charged to the DRC incarcerated adult or DYS youth receiving the services. The offeror's cost for Project services must be represented as the Not-To-

Exceed Fixed Cost per transaction for services and support as agreed in the offeror's Cost Summary. Sections of Attachment Four related to fees and payments may not apply to this Contract.

Hardware / software and Related Components. No Hardware / software or related components may be purchased / reimbursed by the State under this Contract. All hardware / software and related components under this Contract are paid for by the DRC incarcerated adults and DYS youth.

Reimbursable Expenses. None.

Bill to Address. The State will provide the bill to address(s) after contract award. The bill to address may vary depending upon the work or services delivered.

Service Level Agreements (SLA). The following SLAs are included in the Contract: State Agencies require a robust infrastructure to support incarcerated adult and youth tablets. Upon notification utilizing the Contractor's customer service system, the Contractor must remedy tablet problems within 7 calendar days. If the problem is not resolved within 7 calendar days, the Contractor will be liable for a fine of \$10, to be credited to an account maintained by the Contractor for the use of the incarcerated adult or youth, at their discretion. For example, an incarcerated adult or youth may have the \$10 credited to their phone account balance.

All kiosks must be maintained in good working order. Upon notification utilizing the Contractor's customer service system, the Contractor must remedy kiosk problems within 4 calendar days. If the problem is not resolved within 5 calendar days, the Contractor will be liable for a fine of \$20 per day per kiosk. The amount must be paid in accordance with directions by DRC/DYS within 30 calendar days. DRC/DYS will assess fines for entire facility service disruptions, regardless of responsible party utilizing the following formula, after the first 24 hours:

of Facilities (F) * Length in Days of Service Disruption (D) * \$100 = Total Fine

The amount must be paid in accordance with directions by DRC/DYS within 30 calendar days.

17. Acceptance of Attachment Four – General Terms and Conditions

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

Acceptance of Attachment Four – General Terms and Conditions. Offerors must include the entire content of Attachment Four as a single section in their proposal. The offerors must include a statement at the beginning of the section indicating that the offeror has read, understands and agrees to the General Terms and Conditions contained in Attachment Four.

GTL has read, understands, and agrees to the General Terms and Conditions contained below.

ATTACHMENT FOUR: GENERAL TERMS AND CONDITIONS

PART ONE: PERFORMANCE AND PAYMENT

Statement of Work. The selected offeror's Proposal and the State's Request for Proposal (collectively, the "RFP Documents") are a part of this Contract and describe the work (the "Project") the Contractor must do and any materials the Contractor must deliver (the "Deliverables") under this Contract. The Contractor must do the Project in a professional, timely, and efficient manner and must meet all milestones in a proper fashion. The Contractor also must furnish its own support staff necessary for the satisfactory performance of the Project.

The Contractor must consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Project, and the Contractor must comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project.

Term. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State, including all optional renewal periods for maintenance or continuing commitments, and the Contractor is paid. However, the current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2021. The State may renew this Contract in the next biennium by issuing written notice to the

Contractor of the decision to do so. This expiration and renewal procedure also will apply to the end of any subsequent biennium during which the Project continues, including any optional renewal periods. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before or after termination or limit the State's rights in such.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract will terminate as of the date that the funding expires without further obligation of the State.

The Project has a completion date that is identified in the RFP Documents. The RFP Documents also may have several dates for the delivery of Deliverables or

reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP Documents require. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below.

The State also may have certain obligations to meet. Those obligations, if any, are also listed in the RFP Documents. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP Documents is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted reasonable management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five business days of the Contractor's realization that the State's delay may impact the Project. The Contractor must deliver any such notice to both the Project Representative and Procurement Representative and title the notice as a "Notice of State Delay."

The notice must identify any delay in detail, as well as the impact the delay has or will have on the Project. Unless the State decides, in its sole and exclusive judgment, that an equitable adjustment in the Contractor's Fee is warranted in the case of an extended delay, an extension of the Contractor's time to perform will be the Contractor's exclusive remedy for the State's delay. Should the State determine that an equitable adjustment in the Contractor's Fee is warranted, the equitable adjustment will be handled as a Change Order under the Changes Section of this Contract, and the extension of time and equitable adjustment will be the exclusive remedies of the Contractor for the State's delay.

The State seeks a complete project, and the Contractor must provide any incidental items omitted in the RFP Documents as part of the Contractor's Not-To-Exceed Fixed costs. The Contractor also must fully identify, describe, and document all systems that are delivered as a part of the Project. Unless expressly excluded elsewhere in the RFP, all hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) necessary for the Project to be complete and useful to the State are included in the Project and the Not-To-Exceed Fixed costs.

Compensation. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP Documents (the "Fee"), plus any other expenses identified as reimbursable in the RFP Documents. In no event, however, will payments under this Contract exceed the "not-to exceed" amounts in the RFP Documents without the prior written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee also is contingent on the Contractor delivering a proper invoice and any other documents the RFP Documents require. An invoice must comply with the State's then current policies regarding invoices and their submission. The State will notify the Contractor in writing within 15 business

days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor must send all invoices under this Contract to the “bill to” address in the RFP Documents or in the applicable purchase order.

The State will pay the Contractor interest on any late payment, as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute.

The State then may deduct the disputed amount from its payment as a nonexclusive remedy. If the Contractor has committed a material breach, in the sole opinion of the State, the State also may withhold payment otherwise due to the Contractor. Both parties will attempt to resolve any claims of material breach or payment disputes through discussions among the Contractor’s Implementation Manager (e.g., Contractor’s Project Manager), the Contractor’s Project executive, the State’s Project Representative, and the State Contract Management Administrator. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. The State has no obligation to make any disputed payments until the matter is resolved, and the Contractor must continue its performance under this Contract pending resolution of the dispute or claim.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor must reimburse the State for that amount at the end of the 30 calendar days as a nonexclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State’s facilities and any information the State has regarding the problem.

Payment of an invoice by the State will not prejudice the State’s right to object to or question that or any other invoice or matter in relation thereto. The Contractor’s invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by the State not to constitute allowable costs, on the basis of audits conducted in accordance with the terms of this Contract. At the State’s sole discretion all payments shall be subject to reduction for amounts equal to prior overpayments to the Contractor.

If the RFP Documents provide for any retainage, the State will withhold from each invoice paid the percentage specified in the RFP Documents as retainage. The State will pay the retainage only after the State has accepted the Project, and then only in accordance with the payment schedule specified in the RFP Documents. The State will withhold all amounts under this section arising from claims or disputes in addition to any retainage specified in the RFP Documents.

The State may pay any part of the Not-To-Exceed Fixed Transaction, Installation and Maintenance costs identified in the RFP documents as being for a license in Commercial Material from a third party in accordance with the applicable license agreement, if the license agreement addresses payment. For all Key Commercial

Software with a license agreement, payment of any license or support fees will be governed exclusively by that license agreement.

Reimbursable Expenses. The State will pay all reimbursable expenses identified in the RFP Documents, if any, in accordance with the terms in the RFP Documents and, where applicable, Section 126.31 of the Revised Code.

The Contractor must assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP Documents.

In making any reimbursable expenditure, the Contractor always must comply with the more restrictive of its own, then current internal policies for making such expenditures or the State's then current policies. All reimbursable travel will require the advance written approval of the State's Project Representative. The Contractor must bill all reimbursable expenses monthly, and the State will reimburse the Contractor for them within 30 business days of receiving the Contractor's invoice.

Right of Offset. The State may set off the amount of any Ohio tax liability, liquidated damages or other damages or claims for damages, or other obligation of the Contractor or its subsidiaries to the State, including any amounts the Contractor owes to the State under this Contract against any payments due from the State to the Contractor under this Contract with the State.

Certification of Funds. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance until all the following conditions have been met:

- (a) All statutory provisions under the Revised Code, including Section 126.07, have been met;**
- (b) All necessary funds are made available by the appropriate State entities;**
- (c) If required, the Controlling Board of Ohio approves this Contract; and**
- (d) If the State is relying on federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds are available.**

Employment Taxes. All people furnished by the Contractor (the "Contractor Personnel") are employees or subcontractors of the Contractor, and none are or will be deemed employees or contractors of the State. No Contractor Personnel will be entitled to participate in, claim benefits under, or become an "eligible employee" for purposes of any employee benefit plan of the State by reason of any work done under this Contract. The Contractor will pay all federal, state, local, and other applicable payroll taxes and make the required contributions, withholdings, and deductions imposed or assessed under any provision of any law and measured by wages, salaries, or other remuneration paid by or which may be due from the Contractor to the Contractor Personnel. The Contractor will indemnify, defend (with the consent and approval of the Ohio Attorney General), and hold the State harmless from and against all claims, losses, liability, demands, fines, and expense (including court costs, defense costs, and redeemable attorney fees) arising out of or relating to such taxes, withholdings, deductions, and contributions with respect to the Contractor Personnel. The Contractor's indemnity and defense obligations also apply to any claim or assertion of tax liability made by or on behalf of any Contractor Personnel or governmental agency on the basis that any Contractor Personnel are employees

or contractors of the State, that the State is the “joint employer” or “co-employer” of any Contractor Personnel, or that any Contractor Personnel are entitled to any employee benefit offered only to eligible regular fulltime or regular part-time employees of the State.

Sales, Use, Excise, and Property Taxes. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. Further, the Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or a later time.

PART TWO: WORK AND CONTRACT ADMINISTRATION

Related Contracts. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State, such that the Project duplicates the work done or to be done under the other contracts.

Other Contractors. The State may hold other contracts for additional or related work, including among others independent verification and validation (IV&V) work for this Project. The Contractor must fully cooperate with all other contractors and State employees and coordinate its work with such other contractors and State employees as may be required for the smooth and efficient operation of all related or additional work. The Contractor may not act in any way that may unreasonably interfere with the work of any other contractors or the State’s employees.

Further, the Contractor must fully cooperate with any IV&V contractor assigned to this Project. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all project work product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request. If the State assigns an IV&V contractor to the Project, the State will obligate the IV&V contractor to a confidentiality provision similar to the Confidentiality Section contained in this Contract. Additionally, the Contractor must include the obligations of this provision in all its contracts with its subcontractors that work on this project.

Subcontracting. The Contractor may not enter into subcontracts related to the Project after award without written approval from the State. Nevertheless, the Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Project. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP Documents.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor must hold the State harmless for and must indemnify the State against any such claims.

The Contractor assumes responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the Contractor will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. Further, the Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor.

That written agreement must incorporate this Contract by reference. The agreement also must pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors.

This exception is applicable only to sections that expressly provide an exclusion for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor must indemnify the State for the damage.

Record Keeping. The Contractor must keep all financial records in accordance with generally accepted accounting principles or equivalent consistently applied. The Contractor also must file documentation to support each action under this Contract in a manner allowing the documentation to be readily located. Additionally, the Contractor must keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

Audits. During the term of this Contract and for three years after the payment of the Contractor's Fee, on reasonable notice, and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right also applies to the State's duly authorized representatives and any person or organization providing financial support for the Project. State audit rights will apply to those Contractor materials that are required to verify the accuracy of a Contractor invoice to the State inclusive of:

Contractor personnel timesheets; Contractor purchased or provided equipment for benefit of the State that will remain in the State's possession; State deliverable acceptance documentation; any required State written approvals as required herein; final Work products and deliverables; any partial or incomplete Work products or deliverables that should the Contractor submit for partial compensation from the State as a result of termination of this contract. Right to Terminate as a Result of Audit Findings. In the event the State determines that the results of any examination of the Contractor is unsatisfactory per the requirements of the Contract and not remedied within a 30 day period following written notice from the State, the State may terminate this Agreement, in part or in full.

If the Contractor fails to satisfy the requirements of the State with regard to security of information, or if an examination reveals information that would result in a continuing contractual relationship that causes the State to be in violation of any law, the State may terminate this Contract immediately without notice.

Insurance. Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain, for the duration of the contract, insurance for claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limit.

2. Automobile Liability: covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and

9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold Entity harmless from loss or liability for such.

4. Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall cover all applicable Contractor personnel or subcontractors who perform professional services related to this agreement.

5. Cyber liability (first and third party) with limits not less than \$5,000,000 per claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The coverage shall provide for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or

minimum required limits, which are applicable to a given loss, shall be available to the State of Ohio. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status

Except for Workers' Compensation and Professional Liability insurance, the State of Ohio, its officers, officials and employees are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.

2. Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the State of Ohio, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.

3. Umbrella or Excess Insurance Policies

Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such Umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.

4. Notice of Cancellation

Contractor shall provide State of Ohio with 30 days written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the State's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

5. Waiver of Subrogation

Contractor hereby grants to State of Ohio a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State of Ohio by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State of Ohio has received a waiver of subrogation endorsement from the insurer.

6. Deductibles and Self-Insured Retentions

Deductibles and self-insured retentions must be declared to and approved by the State. The State may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or the State.

7. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.**
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.**
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. The Discovery Period must be active during the Extended Reporting Period.**

Verification of Coverage

Contractor shall furnish the State of Ohio with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State of Ohio before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State of Ohio reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that State of Ohio is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

State of Ohio reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Replacement Personnel. The Contract contains the names of specific people who will work on the Work, and the quality and professional credentials of those people were material factors in the State's decision to enter into this

Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Work without the prior, written consent of the State except as provided below.

The Contractor may remove a person listed in the Contract from the Work if doing so is necessary for legal or disciplinary reasons, in the case of the person's resignation, the ceasing of his or her employment with the

Contractor, or in the case of a leave of absence due to medical or personal extenuating circumstances. When the unavailability of a listed person becomes known to the Contractor. The Contractor must give the State immediate written notice of the unavailability or removal of the person.

The Contractor must have candidates with equal or better qualifications available to replace any person listed by name in the Contract. The Contractor will submit

two (2) resumes of candidates to replace each person removed or who otherwise becomes unavailable, along with such other information as the State may reasonably request, within five (5) business days after the notice.

The State will select one of the two proposed replacements or will reject both of them within ten (10) business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any reason(s).

In addition, should the Contractor do any of the following, it will be in default:

- Fail to provide candidates with equal or better qualifications;
- Fail to provide the notice required under this Section; or
- Fail to provide two (2) qualified replacement candidates for each removed or unavailable person.

The State has an interest in ensuring, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The State, therefore, will have the right to require the Contractor to remove any individual on the Work if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors.

If the Contractor removes a person listed in the Proposal from the Work for any reason other than those specified above, the State may assess damages in the amount of \$1,800.00 for every day between the date on which the individual was removed and the date that this Contract is terminated or the individual's qualified replacement, selected in accordance with the process identified in this section, starts performing on the Work. The State also may provide the Contractor with written notice of its default under this section. Should the State assess liquidated damages or otherwise be entitled to damages under this provision, it may offset these damages from any Fees due under this Contract.

Suspension and Termination. The State may terminate this Contract in full or in part for cause if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this

Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State also may terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice, or if the breach is not one that is curable, the State will have the right to terminate this Contract immediately on notice to the Contractor. The State also may terminate this Contract in the case of breaches that are cured within 30 calendar

days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three times. After the third notice, the State may terminate this Contract on written notice to the Contractor without a cure period if the Contractor again fails to meet any obligation. The three notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all, and those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in full or in part for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State also may terminate this Contract should that third party fail to release any Project funds. The RFP Documents normally identify any third-party source of funds for the Project, but an absence of such in the RFP Documents will not diminish the State's rights under this section.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor must immediately cease all work on the project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor also must immediately prepare a report and deliver it to the State. The report must be all-inclusive and must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date, and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor also must deliver all the completed and partially completed Deliverables to the State with its report. However, if the State determines that delivery in that manner would not be in its interest, then the State will designate a suitable alternative form of delivery, which the Contractor must honor.

If the State terminates this Contract for cause, the State will be entitled to cover for the Work by using another Contractor on such commercially reasonable terms as the State and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Work to the extent that such costs, when combined with payments already made to the Contractor for the Work before termination, exceed the costs that the State would have incurred under this Contract. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause. If the Contractor fails to deliver Deliverables or provide satisfactory services, the State has the right to withhold any and all payments due to the Contractor without penalty or work stoppage by the Contractor until such failure to perform is cured.

If the termination is for the convenience of the State, the Contractor will be entitled to the Contract price as prorated by the State Contract price for deliverables, products or services accepted by the State and not previously paid for provided in that in no event will total payments exceed the amount payable to the Contractor is the Contract had been fully performed. For items not specifically priced, the State will use fair market value to determine the price owed. The Contractor will use generally accepted accounting principles or

equivalent and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

The State will have the option of suspending this Contract in full or in part rather than terminating the Project, if the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project for cause rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this

Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the State will calculate the amount of compensation due to the Contractor for work performed before the suspension in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience, and the State will make no payment under this provision to the Contractor until the Contractor submits a proper invoice. If the State decides to allow the work to continue rather than terminating this Contract after the suspension, the State will not be required to make any payment to the Contractor other than those payments specified in this Contract and in accordance with the payment schedule specified in this Contract for properly completed work.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor may not perform any work without the consent of the State and may resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project.

The State may not suspend the Project for its convenience more than twice during the term of this Contract, and any suspension for the State's convenience may not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day suspension, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and must indemnify the State for any liability to them. Notwithstanding the foregoing, each subcontractor must hold the State harmless for any damage caused to them from a suspension or termination. They must look solely to the Contractor for any compensation to which they may be entitled.

Representatives. The State's representative under this Contract will be the person identified in the RFP Documents or in a subsequent notice to the Contractor as the "Project Representative." The Project Representative will review all reports the Contractor makes in the performance of the Project, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the completed Project. The Project Representative may delegate his responsibilities for individual aspects of the Project to one or more managers, who may act as the Project Representative for those individual portions of the Project.

The Contractor's Implementation Manager under this Contract will be the person identified on the RFP Documents as the "Implementation Manager." The Implementation Manager will be the Contractor's liaison with the State under this Contract. The Implementation Manager also will conduct all Project meetings and prepare and submit to the Project Representative all reports, plans, and other materials that the RFP Documents require from the Contractor.

Either party, upon written notice to the other party, may designate another representative. However, the Contractor may not replace the Implementation Manager without the approval of the State if that person is identified in the RFP Documents by name or as a key individual on the Project.

Project Responsibilities. The State will be responsible for providing only those things, if any, expressly identified in the RFP Documents. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and equipment or has voluntarily waived an inspection and will work with the equipment and facilities on an "as is" basis.

The Contractor must assume the lead in the areas of management, design, and development of the Project. The Contractor must coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Project Representative any issues, recommendations, and decisions related to the Project.

If any part of the Project requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor must complete an installation letter and secure the signature of the Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter must describe the nature, date, and location of the installation, as well as the date the Project Representative certified the installation as complete and operational.

Unless otherwise provided in the RFP Documents, the Contractor is solely responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or federal agency for the Project and maintaining them throughout the duration of this Contract.

Changes. The State may make reasonable changes within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order,

and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor may request a Change Order from the State. The parties will handle such changes as follows: The Contractor will provide pricing to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change, as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the work. Then within five business days after receiving the Change Order, the Contractor must sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor must notify the State in writing and request an equitable adjustment in its Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State in writing of the claim within five business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the State expressly ordered the relevant change in writing and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed. Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, either party may submit the dispute to the senior management of the Contractor and the senior management of the State's Department of Administrative

Services for resolution. If within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, the Contractor must submit its actual costs for materials needed for the change (or estimated amount if the precise amount of materials cannot be determined) and an estimate of the hours of labor required to do the work under the Change Order. The Contractor must break down the hours of labor by employee position, and provide the actual hourly pay rate for each employee involved in the change. The total amount of the equitable adjustment for the Change Order then will be made based on the actual cost of materials (or estimated materials) and actual rate for each person doing the labor (based on the estimated hours of work required to do the change).

Labor rates will be increased by 25% to cover benefits and taxes. The equitable adjustment for the Change Order then will be set based on this amount, plus 15% to cover overhead and profit. This amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor is responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any

work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for any work a subcontractor will do under a Change Order.

If the RFP Documents provide for the retainage of a portion of the Contractor's Fee, all equitable adjustments for Change Orders also will be subject to the same retainage, which the State will pay only on completion and acceptance of the Project, as provided in the RFP Documents.

Change Orders must be added to the Contract through a Contract Amendment as described in the Standard Terms and Conditions, Contract Amendments/Waiver section.

Excusable Delay. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom the Contractor has no legal control.

Independent Contractor Acknowledgement. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from DAS to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in ORC. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this agreement complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/formsarchive/PEDACKN.pdf>

Contractor's failure to complete and submit the Independent/Worker Acknowledgement prior to commencement of the work, service or deliverable,

provided under this agreement, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in ORC Section 145.037.

Background Checks. All Contractor and subcontractor personnel, including any Replacement Personnel, assigned to this project who have access to sensitive or confidential information or to sensitive State systems must have a current fingerprint search and background check performed by the Federal Bureau of Investigation or other Federal investigative authority. The fingerprint search and background checks must be completed before any such Contractor or subcontractor personnel gain access to State facilities, sensitive and/or confidential information or systems. All costs associated with this will be at the Contractor's expense. At its discretion, the State may reject any Contractor or subcontractor personnel based on the information provided in the completed background check. The contractor must confirm in their proposal that all contractor and subcontractor personnel assigned to the project will have background checks completed before project start or before reporting to state designated project facilities. **Ohio MBE Certification.** The MBE must maintain their certification throughout the term of the Contract, including any renewals. Failure to maintain such certification will be considered a breach of the Contract.

OhioBuys. This contract will become part of an eProcurement System which will provide electronic contract and catalog hosting and management services. Ordering Agencies will access a web-based site to place orders for the procurement of goods and services using State of Ohio contracts. The Contractor agrees to establish, maintain and support an online contract and catalog.

Publicity and Branding. The Contractor shall not do the following without prior, written consent from the State:

1. Advertise or publicize that the Contractor is doing business with the State;
2. Use this Contract as a marketing or sales tool; or
3. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any State-owned property, application, or website, including any website hosted by Contractor or a third party.

PART THREE: OWNERSHIP AND HANDLING OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

Confidentiality. The parties may disclose or learn of information, documents, data, records, or other material that the disclosing party considers confidential ("Confidential Information") in the performance of this Contract. The receiving party must treat the Confidential Information as such if it is so marked, otherwise defined as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of either party, the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. Title to the Confidential Information and all related materials and documentation remains with the disclosing party. The receiving party may only use the Confidential Information solely to perform its obligations under this Contract and may not use or disclose any Confidential Information received as a result of this Contract without the

written permission of the disclosing party. The Contractor must assume that all State information, documents, data, source codes, software, models, know-how, trade secrets, or other material when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other contractors, potential contractors with the State, or individuals or organizations about whom the State keeps information is confidential. In addition, the receiving party may not use or disclose any documents or records excluded by Ohio law from public records disclosure requirements.

The receiving party's obligation to maintain the confidentiality of the Confidential Information will not apply where the information:

1. Was already in the receiving party's possession without the obligation of confidence;
2. Is independently developed by the receiving party with documentary evidence to support the independent development;
3. Is or becomes publicly available without breach of this Contract, except as provided in the next full paragraph;
4. Is rightfully received by the receiving party from a third party without an obligation of confidence;
5. Is disclosed by the receiving party with the written consent of the disclosing party; or
6. Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
 - a. Notifies the disclosing party of such order immediately upon receipt of the order; and
 - b. Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be serviced by the original order of production.

Although some sensitive personal information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the receiving party shall not disclose or use such information in any manner except as expressly authorized in this Contract. Therefore, item 3 above does not apply, and the receiving party must treat such sensitive personal information as Confidential Information whether it is available elsewhere or not. The receiving party must restrict circulation of Confidential Information within its organization and then only to people in the receiving party's organization that have a need to know the Confidential Information to perform under this Contract. The receiving party must return all originals of any Confidential Information provided by the disclosing party and destroy any copies the receiving party has made upon termination or expiration of this Contract.

The receiving party will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the receiving party may be required to have all of its personnel and subcontractors who have access to any Confidential

Information to execute a confidentiality agreement incorporating the obligations in this section. The receiving party will be liable for the disclosure of any Confidential Information not specifically authorized by this

Contract. The parties agree that the disclosure of Confidential Information may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and the receiving party agrees that in the event of a breach of the receiving party's obligations hereunder, the disclosing party shall be entitled to temporary and permanent injunctive relief to enforce this Contract without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

This Agreement is not Confidential Information. All its terms and conditions, including pricing and any attachments, represent public information.

Confidentiality Agreements. When the Contractor performs services under this Contract that require the Contractor's and its subcontractors' personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor's and its subcontractors' personnel with such access to sign an individual confidential agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

Ownership of Deliverables. The State owns all Deliverables that the Contractor produces under this Contract, including any software modifications, and documentation, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated into any custom Deliverable ("Pre-existing Materials"), if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute all Pre-existing Materials that are incorporated into any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials. The State may distribute such Pre-existing materials to third parties only to the extent required by governmental funding mandates. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Preexisting Material. If the Contractor wants to incorporate any Pre-existing Materials into a custom Deliverable, the Contractor must first disclose that desire to the State in writing and seek the State's approval for doing so in advance.

The State will not be obligated to provide that approval, unless the Contractor disclosed its intention to do so in the RFP Documents. On the Contractor's request, the State will incorporate into any copies of a custom Deliverable any proprietary notice that the Contractor included with the original copy, if that notice is reasonably necessary to protect the Contractor's interest in any Pre-existing Materials contained in the custom Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

For Deliverables that include custom materials such as software, scripts, or similar computer instructions developed for the State, the State is entitled to the source material. Scripts and similar functionality may not be locked or otherwise protected from access by the State, unless the State has any passwords or other tools necessary to access the material. Source material must include annotations or comments according to industry standards.

Further, the State is entitled to any working papers the Contractor has developed during the performance of the Project that would reasonably assist the State in using the Deliverables that include source materials or that would help the State protect its interests in the Deliverable or update, modify, or otherwise maintain the Deliverable. This also includes all design and architectural materials, such as schemas.

The Contractor may use Confidential Information only as necessary for Contractor's performance under or pursuant to rights granted in this Agreement and for no other purpose. The Contractor's limited right to use Confidential Information expires upon expiration or termination of this Agreement for any reason. The Contractor's obligations of confidentiality and non-disclosure survive termination or expiration for any reason of this Agreement. License in Commercial Material. As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense, is commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation. Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP Documents or as an attachment referenced in the RFP Documents, if that scope of license is different from the scope of license contained in this section for Commercial Materials. Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with

respect to the State's Confidential Information. Otherwise, the State will have the same rights and duties permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

General Warranties. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; and (2) unless otherwise provided in the RFP Documents, be the work solely of the Contractor. The Contractor also warrants that: (1) no Deliverable will infringe on the intellectual property rights of any third party; and (2) the Contractor's work and the Deliverables resulting from that work will be merchantable and fit for the particular purposes described in the RFP Documents.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control and security for the State's data, systems, and networks; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; (5) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State; and (6) the Contractor is not subject to any unresolved findings of the Auditor of State under Revised Code Section 9.24 and will not become subject to an unresolved finding that prevents the extension or renewal of this Contract.

The warranties regarding material defects, merchantability, and fitness are one-year warranties. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed or must refund the amount of the compensation paid for such portion of the Project. The Contractor also must indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must do one of the following things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any

other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

Software Warranty. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP Documents; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner. For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the State has not approved a separate license agreement governing that Commercial Software's warranties as part of the RFP process, the Contractor represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated into a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP Documents (or any attachment referenced in the RFP Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software. However, the Contractor will not be obligated to

provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code. Indemnity for Property Damage, Bodily Injury, and Data Breach. The Contractor must indemnify the State for all liability and expense resulting from bodily injury to any person (including injury resulting in death), damage to tangible or real property, or disclosure/breach of State Data including personally identifiable information and State sensitive information arising out of the performance of this Contract, provided that such bodily injury, property damage, or disclosure/breach is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.

Limitation of Liability. Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of \$5,000,000.00. The limitations in this paragraph do not apply to: (i) any obligation of the Contractor to indemnify the State against claims made against it; (ii) disclosure/breach of State Data including personally identifiable information or State sensitive information, or for (iii) damages to the State caused by the Contractor's negligence or other tortious conduct.

PART FIVE: ACCEPTANCE AND MAINTENANCE

Standards of Performance and Acceptance. There will be a period for performance testing of the completed Project. During the performance period, the State, with the assistance of the Contractor, will perform acceptance testing. The performance period will last up to 90 calendar days, during which time the Project must meet the standard of performance required by the RFP Documents for 30 consecutive calendar days. The performance criteria in the RFP Documents will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP Documents. Acceptance of the Project depends on a successful completion of the performance period defined in this section and the RFP Documents. This section applies to the Project, and any part of it, as well as replacements or substitutes for the Project after completion of a successful performance period. If the Project does not meet the standard of performance during the initial performance period, the State will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until the Contractor demonstrably corrects all outstanding problems, the second performance period will not start, and the State will not accept the Project (or part thereof). The second performance test will continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive calendar days or

until the 90-day performance period has ended without meeting the standard of performance.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the second performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State may request a correction or replacement of the relevant portion of the Project.

The Project may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed on the RFP Documents for each part of the Project that will be independently tested and accepted. However, unless the RFP Documents expressly provide otherwise, the failure of any independently tested component to meet its acceptance criteria will give the State the right to reject the entire Project. Alternatively, if the State determines that it is in the State's interest to reject only the part of the Project that was independently and unsuccessfully tested, it may do so. If the State chooses this option, the State will be entitled to a refund or credit toward the Contractor's Fee equal to the cost of acquiring a replacement for the rejected component.

The acceptable level of performance for the Project will be 99.5%, unless otherwise specified in the RFP Documents. The performance level for the Project is computed by dividing the sum of the uptime by the number of working hours during the test time. "Uptime" means the total hours, rounded to the nearest quarter hour, during which all components of the Project are operational and all functions of the Project are available to its users. The number of "working hours" means the total number of working hours for the period during which the Project was scheduled to be available to its users. Uptime and downtime will be measured in hours and quarter hours.

The Project "downtime" is that period when any part of the Project is inoperable due to failure of the Project or a particular Deliverable to operate according to the specifications in the RFP Documents, the user documentation, or the published technical specifications. During a period of downtime, the State may use operable components of the Project when that will not interfere with repair of inoperable components of the Project. Downtime will start from the time the State notifies the Project Manager of the inoperable condition of the Project until the Project is returned in proper operating condition. The Project will not be accepted until the performance period is complete.

Should it be necessary, the State may delay the start of the performance period, but the delay will not exceed 30 consecutive calendar days after the scheduled date for implementation of the Project. Such a delay will not be considered a suspension of work under the Suspension and Termination section of this Contract. Passage of Title. Title to any Deliverable will pass to the State only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the State.

Software Maintenance. If this Contract involves software as a Deliverable, then, during the warranty period, as well as any optional maintenance periods that the State exercises, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable period of time. However, the State must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to

identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the System inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours. Furthermore, the Contractor must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Contractor will respond within two business hours of notice. The Contractor also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the State has not signed a separate license agreement, the Contractor must acquire for the State the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all, updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Contractor must obtain a commitment from the licensor to make maintenance available for the product for at least five years after the first year of maintenance. The Contractor also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the State a pro rata refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the State for use by the State solely for the purpose of maintaining the copy(ies) of the software for which the State has a proper license. For purposes of receiving the source code, the State agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this Contract with respect to the source code. That is, with respect to the source code that the State gets under this section, the State will do all the things that the Confidentiality section requires the Contractor to do in handling the State's Confidential Information.

Principal Period of Maintenance (General). This section applies if software or Equipment will be a Deliverable under this Contract. The Contractor must make maintenance available twelve working hours per weekday, between 7:00 a.m. and 7:00 p.m. (Columbus, Ohio local time). Travel time and expenses related to remedial and preventive maintenance will not be considered billable but will be included in the Contractor's firm, fixed Transaction and Maintenance costs for the Project during the warranty period and a part of the annual maintenance Fee during later annual maintenance periods.

Maintenance Access (General). This section applies if software or Equipment will be a Deliverable under this Contract. The Contractor must keep the Project in good operating condition during the warranty period and any annual

maintenance period during which the State contracts for continued maintenance. The State will provide the Contractor with reasonable access to the Project to perform maintenance. All maintenance that requires the Project to be inoperable must be performed outside the State's customary working hours, except when the Project is already inoperable. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

Key Maintenance Personnel (General). This section applies if software or Equipment will be a Deliverable under this Contract. The Contractor must identify all key people responsible for providing maintenance on the Project, furnish the State with a means of identifying these people, furnish the State with their credentials, and notify the State at least 30 calendar days in advance of any reductions in staffing levels of key people at the office serving the State.

PART SIX: CONSTRUCTION

Entire Document. This Contract is the entire agreement between the parties with respect to its subject matter and supersedes any previous agreements, whether oral or written. Binding Effect. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

Amendments – Waiver.

1. AMENDMENTS. No change to any provision of this Contract will be effective unless it is in writing and signed by parties to the Contract. However, the State may document non-material changes in writing and provide notice to the Contractor. No “click-through,” “shrink-wrap,” “browse-wrap,” or other terms that have not been specifically negotiated by the Contractor and the State, whether before, on, or after the date of this Contract, will be effective to add or modify the terms of this Contract, regardless of any party's “acceptance” of those terms by electronic means. No State employee has the authority to modify, amend, or supplement this Contract through electronic means.

2. WAIVER. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms or to any other terms of this Contract. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

Severability. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

Construction. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

Headings. The headings used herein are for the sole sake of convenience and may not be used to interpret any section.

Notices. For any notice under this Contract to be effective, it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement

will not apply to any notices that this Contract expressly authorized to be made orally.

Continuing Obligations. The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

Time. Unless otherwise expressly provided, any reference in this document to a number of days for an action or event to occur means calendar days, and any reference to a time of the day, such as 5:00 p.m., is a reference to the local time in Columbus, Ohio.

Time is of the Essence. Contractor hereby acknowledges that time is of the essence for performance of this Contract unless, otherwise agreed to in writing by the parties.

PART SEVEN: LAW AND COURTS

Compliance with Law. The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

Drug-Free Workplace. The Contractor must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Contractor must make a good faith effort to ensure that all the Contractor's Personnel, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Conflicts of Interest and Ethics Compliance Certification. None of the Contractor's Personnel may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor may not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control, if such an interest would conflict with that official's or employee's duties. The Contractor must disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor also must take steps to ensure that such a person does not participate in any action affecting the work under this Contract. However, this will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Ohio Ethics Law and Limits on Political Contributions. The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor also certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.

Unresolved Finding for Recovery. If the Contractor was subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on the date the parties sign this Contract, the Contract is void. Further, if the Contractor is subject to an unresolved finding of the Auditor of State under Revised Code Section 9.24 on any date on which the parties renew or extend this Contract, the renewal or extension will be void.

Equal Employment Opportunity. The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/> Use of MBE and EDGE Suppliers. The State encourages Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) suppliers.

Security & Safety Rules. When using or possessing State data or accessing State networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable State rules, policies, and regulations regarding State-provided IT resources, data security and integrity. When on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises. The State may require the Contractor, its employees, subcontractors and agents to sign a confidentiality agreement and policy acknowledgements and have a background check performed before accessing facilities, data, or systems. Each Ordering Agency may require a different confidentiality agreement or acknowledgement, and the Contractor, its employees, subcontractors and agents may be required to sign a different confidentiality agreement or acknowledgement for each Ordering Agency. The Contractor must immediately replace anyone who refuses to sign a required confidentiality agreement or acknowledgment or have a background check performed.

Prohibition of the Expenditure of Public Funds for Offshore Services. No State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in the Contract. The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

Injunctive Relief. Nothing in this Contract is intended to limit the State's right to injunctive relief, if such is necessary to protect its interests or to keep it whole.

Assignment. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State. The State is not obligated to provide its consent to any proposed assignment.

Governing Law. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

Registration with the Secretary of State. Contractor certifies that it is one of the following:

1. A company that is properly registered with the Ohio Secretary of State; or
2. A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio

Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or

3. Exempt from registration requirements of the Ohio Secretary of State.

Boycotting. Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period

18. Assumptions

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

Assumptions. The offeror must list all the assumptions the offeror made in preparing the Proposal. If any assumption is unacceptable to the State, the State may at its sole discretion request that the offeror remove the assumption or choose to reject the Proposal. No assumptions may be included regarding the outcomes of negotiation, terms and conditions, or requirements. Assumptions should be provided as part of the offeror response as a stand-alone response section that is inclusive of all assumptions with reference(s) to the section(s) of the RFP that the assumption is applicable to. Offerors should not include assumptions elsewhere in their response.

GTL has read, understands, and will comply.

The following assumptions have been made in preparing this Response:

- GTL expects, if awarded, to be the exclusive provider of any services in this response.
- Per the letter from JPay, received as part of the Q&A, GTL understands that there will be cooperation in the effort to transfer music and other content owned by the incarcerated individuals to the GTL devices.

19. Support Requirements

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

The offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the offeror must address the following:

- **Nature and extent of State support required in terms of staff roles, percentage of time available, and so on;**
- **Assistance from State staff and the experience and qualification levels required; and**
- **Other support requirements.**

The State may not be able or willing to provide the additional support the offeror lists in this part of its Proposal.

The offeror therefore must indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the offeror's Proposal, if the State is unwilling or unable to meet the requirements.

GTL has read, understands, and will comply.

As the current provider for both telephone and tablet services, **GTL's need for assistance is significantly less than that of a new vendor.** The nature and extent of the support needed from ODRC will be focused to following areas.

- Installation and Implementation of new services
- Ongoing Support of services
- Scheduled Upgrades and Integration

Installation and Implementation of New Service Support:

As part of GTL's overall solution, installation teams will be upgrading and installing new equipment to support the services outlined in the proposal.

During this process GTL will need access housing units, secured phone rooms, and electrical closets throughout the facility. As the incumbent vendor for ODRC, GTL has already provided your facilities with extensive infrastructure to support the current phones and tablets. By utilizing the current infrastructure, GTL is able to limit the amount of downtime, onsite time, and required staff resources to complete the upgrade and installation of new services.

GTL has a proven record of working with each of the ODRC facilities to accomplish the goals outlined in this proposal. GTL is extremely familiar with all ODRC policies, processes and procedures regarding contractor staff background clearance, tool control, storage policies, entry procedures and security restrictions at each facility.

GTL will need support from ODRC Operational Support teams to enhance some of the interfaces currently installed and a few possible additional interfaces between GTL applications and ODRC hosted applications to provide all services as outlined in GTL's proposal. ODRC and GTL currently have 12 interfaces to support all currently installed services. These interfaces will remain in place and repurposed when possible to reduce the work effort required for the installation of new services. In

addition, during this time GTL recommends that ODRC and GTL review all currently installed interfaces to ensure that all installed interfaces are compliant with all current ODRC policies regarding the sharing of data.

Ongoing Support of Services

As part of GTL's comprehensive solution, GTL is planning to add additional Field Support Personnel and Installation Personnel as needed throughout the contract term. GTL would kindly request the services of ODRC to process background clearances on new staff and subcontractors and provide ODRC contractor training during this time. GTL will need ongoing facility support such as access to communication rooms, incarcerated adult and youth housing units and any areas where GTL equipment is currently being used or stored. In addition, GTL will require facility escorts to handle ongoing repairs and maintenance to ensure all GTL provided services remain in good repair.

As part of GTL's incarcerated adult and youth tablet solution, the GTL Field Service Support teams will need a designated area at each ODRC facility with enough workspace to store spare tablet stock, assign and unassign tablets, and repair and charge tablets as needed. GTL will install WIFI access to GTL's secured WIFI network in these locations to allow the GTL Field Support teams to test and upload new software as needed to support the GTL tablet program. It is preferred, but not necessary, that GTL Field Service staff have assistance from trustees to help in the distribution and support of the tablets with the least possible effort by ODRC staff.

From time-to-time GTL will need the assistance of ODRC IT and operational support teams to assist in the research of transactions made by the incarcerated adult and youth, family and friends and purchases of various GTL products.

As outlined in GTL's proposal, all teams have extensive experience in working with various ODRC support teams over the past 15 years. In many cases GTL has process and procedures in place to maintain the items listed above. GTL will continue to have standing appointments with facilities and working with staff to prioritize and handle repairs and requests. ODRC can be confident that GTL will limit the required need for ODRC staff in handling daily operations and support of GTL services.

Scheduled Upgrades and Integration

From time-to-time GTL will need the assistance of ODRC facility staff and operational support to communicate upgrades and scheduled and unscheduled repairs. As we do today under our existing services, GTL will continue to make every effort to give notice to facility staff and incarcerated adult and youth through the tablet program of any scheduled downtime or maintenance affecting any GTL services, thus limiting any ongoing efforts by ODRC staff to provide communication notices to the incarcerated adult and youth population.

20. Value Added Services

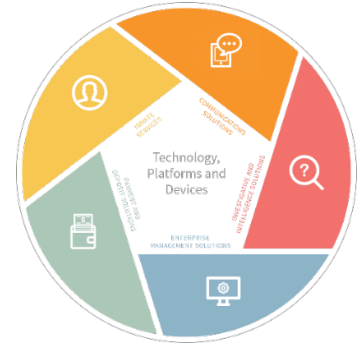
Ohio Department of Rehabilitation and
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Not all facilities have the same needs – generic bundles may not be worth it, even if they are free. At GTL, you have control. You decide which value-added products best serve your needs.

All GTL Value-Adds are built on years of experience, input from our customers, and a deep desire to help ODRC run as smoothly as possible. Some Value-Adds are free, others require a cost. It’s up to you to decide. Have a look at what we offer, and then let us know how GTL can help make your job easier.



NO COST VALUE-ADDED FEATURES	380
Cellebrite UFED Premium.....	380
Free Calling Program from GTL.....	380
NEGOTIABLE COST VALUE-ADDED FEATURES.....	381
Off-Site Mail Scanning to Messaging.....	381
Call Monitoring as A Service	Error! Bookmark not defined.

NO COST VALUE-ADDED FEATURES

Cellebrite UFED Premium

GTL is currently providing ODRC with our traditional solution for basic and advanced extraction tools and software for use by the GTL ODRC lab. As an added feature, the GTL ODRC lab will have access to additional cutting-edge technology to include UFED Premium. UFED Premium is an advanced Cellebrite solution capable of successfully extracting data from iOS 7 to 13.3x and Android 10 devices, not otherwise capable of extraction via traditional UFED 4 PC, XRY, and chip-off methods. Access to UFED Premium ensures ODRC has the right tools to maximize the intelligence process surrounding contraband cell phones. In summary, this means our Analysts can extract more data from more contraband cell phones.

Free Calling Program from GTL

Beginning in March 2020 in response to the Covid-19 pandemic, GTL in collaboration with ODRC & DYS began a free calling program so Incarcerated Adults and Youth could stay in contact with their Friends & Family. As of this RFP response over 375,000 free calls and 12,000,000 free minutes have been used by Incarcerated Adults and Youth. This free calling program is now permanent for ODRC for the life of the new contract.

In addition to free calling, GTL also recently enacted a survey tool for Incarcerated Adults and Youth. The survey asked individuals whether they wanted 2 free 15-minute calls per week versus 3 free 10-

minute calls per week during the Holiday season. Nearly 32,000 Incarcerated Adults responded to the survey within a 24-hour period. These types of surveys will continue upon ODRC and DYS request on the GTL tablet. There is no limit on what GTL and ODRC can accomplish on these tablets.

NEGOTIABLE COST VALUE-ADDED FEATURES

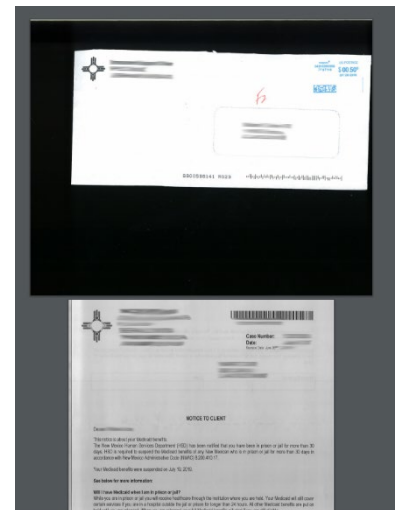
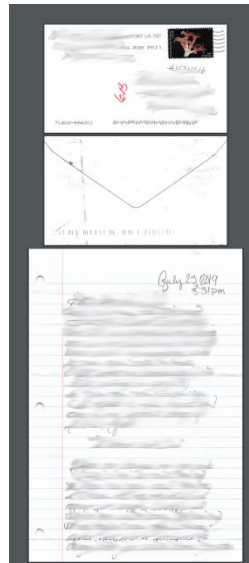
Off-Site Mail Scanning to Messaging

GTL can offer ODRC an “off-site” mail scanning and digitation solution through a strategic partnership with Earth Class Mail. Since 2004, Earth Class Mail has securely processed over 13 million pieces of mail, carefully scanning and converting mail into searchable digital documents.

As a feature of this option, we can provide an off-site processing center to receive items mailed to facility inmates. ODRC is no longer responsible for the daily tasks and risks associated with scanning First Class mail. GTL’s off-site Mail Scanning solution begins with the off-site scanning facility where mail is first opened and then inspected for contents. The physical mail for ODRC inmates can be processed by our Mail Scanner System which converts the mail, including the envelope, to an electronic file for distribution to inmates on the wireless tablet or wall mounted tablet kiosk. Each electronically scanned piece of mail can be reviewed by authorized staff and, if approved, sent to the inmate as a message attachment to view. For non-approved attachments, the reason can be identified and sent to the inmate. Staff can search and view all attachments via GTL Command. Authorized staff can review the front and back of each piece of mail as a high- resolution PDF document with searchable text (subject to the legibility of the original document).

Should the facility wish, mail can also be automatically passed to the inmate without review. **GTL will process all documents within one business day of receipt of the physical item.**

GTL will assist ODRC in notifying and educating the inmate’s family and friends and the general public about this service. We will reach out to family and friends with emails and with e-messages to inmates to educate them about the process. We will also provide posters to hang in day rooms and public areas of the facility, supply take-away cards, and help ODRC update your website.



Retention of physical mail is 30-90 days as agreed upon with ODRC after which the mail is destroyed. If inmates must be able to retrieve electronic copies of their processed mail upon release, we can

provide a digital delivery solution if the inmate provides GTL an email address. Legal mail items are **never scanned** and **never destroyed** – the packages are forwarded to the facility.

Other features of our mail scanning and digitation solution for ODRC include:

- All documents we process are digitally encrypted at rest and in transit.
- HIPAA-certified personnel are required to pass a background screening and sign confidentiality agreements to manage records.
- Documents are destroyed in accordance with HIPAA.
- All of the paper that is securely destroyed with our shredding feature is fully recyclable.

21. Customer Service Plan

Ohio Department of Rehabilitation and
Correctional Services



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The offeror must provide a detailed Customer Service Plan. See Supplement 1, Section IV-4 for additional details.

Offerors must provide a detailed customer service plan, including levels of support and escalation, for the below-listed categories:

GTL has read, understands, and will comply.

Over the last 15 years GTL has developed tremendous regular communication channels with ODRC at all levels. An example of this would be our weekly call between the GTL Account Team and ODRC to review open items and service needs for the upcoming week. Additionally, GTL conducts a Quarterly Service Review meeting with ODRC leadership, which includes the Chief Inspector's Office. Our goal is to remain in continuous contact with the ODRC to always be abreast of any concerns and latest information regarding the facilities. We will continue to foster a strong partnership based on open communication and remain proactive in our service approach.

With ODRC being by far the largest tablet deployment in the country, both GTL and ODRC have lessons learned from the last year which should be reviewed and implemented as best practices going forward. Looking toward the new contract, GTL recommends a Monthly Facility Service Review meeting to include the Deputy Wardens at each facility. This would be an open dialogue to discuss any service concerns, especially related to tablets. We can discuss collaboratively the structure of the meeting, but GTL recommends memorializing this in the new contract.

a. 24/7 live support, US-based, bilingual (English and Spanish).

GTL will **continue** to provide 24/7 dedicated and toll-free customer support numbers with live domestic bilingual Customer Service Representatives.

GTL provides live, 24/7 toll-free telephone support for friends and family to our knowledgeable Customer Service staff plus a toll-free IVR and Internet web site. In addition to the toll-free numbers, GTL's Customer Service is accessible by mail, email, website, fax, and TTY. The addresses and telephone numbers for each of these communication methods will be published on all billings, customer solicitations, public portal, and customer correspondence. Our service representatives are well versed in the GTL communication system functions and skilled at handling billing disputes and adjustments and issues related to blocked calls. GTL Customer Service representatives have access to up-to-date account information that includes current account status, call records, and billing and payment histories. In addition, GTL has 27 Field Service Personnel dedicated for ODRC, several of which interface daily with friends and family on escalations, either via email or over the phone. With GTL's high level of customer service, ODRC staff will have minimal contact with friends and family as it relates questions or any concerns with GTL services.

b. Friends, family and general public.

GTL provides live, 24/7 toll-free telephone support for friends and family to our knowledgeable Customer Service staff plus a Toll Free IVR and Internet Web Site that that can be accessed 24-hours a day/seven days a week. In addition to the toll-free numbers, GTL's Customer Service is accessible by mail, email, website, fax, and TTY. The addresses and telephone numbers for each of these communication methods will be published on all billings, customer solicitations, public portal, and customer correspondence. Our service representatives are well versed in the GTL communication system functions and adept at handling billing disputes and adjustments and issues related to blocked calls. GTL Customer Service representatives have access to up-to-date account information that includes current account status, call records, and billing and payment histories. In addition, GTL will soon have 13 dedicated Site Administrators for ODRC that interface daily with Friends & Family on escalations, either via email or over the phone. The goal is to always minimize any interaction between Friends & Family and ODRC staff on GTL related matters.

b. Incarcerated adults.

Incarcerated adults can contact customer support regarding application, hardware or other issues with the Inspire tablet using the Request App with a customized Feedback Form.

Currently, incarcerated adults use a paper-based processes and with the new GTL Command, this process will be automated, removing a substantial workload from ODRC staff. GTL recommends ODRC take further advantage of the Grievance and Request feature on the Inspire tablets. This feature automates and simplifies numerous time-consuming tasks for staff, including sending customer support requests *directly* to GTL for efficient review and resolution.

c. Youths.

Incarcerated youth can contact customer support regarding application, hardware or other issues with the Inspire tablet using the Request App with a customized Feedback Form. These requests are responded to by either an on-site GTL technician or the GTL customer support center. In addition, ODRC incarcerated persons can contact GTL regarding a tablet, phone or kiosk issue using a hotline speed dial from any phone including the Phone Dialer App on the GTL tablet.

d. State Agencies.

GTL has had an embedded Account Team in place for over fifteen (15) years for ODRC. Executive support for ODRC is provided by Account Manager Warren Hall, VP of Business Development Tom Meriam, Field Services Director Ted Meekins, Field Services Manager Adam Long, and Install Manager Chris Gickler. Furthermore, the GTL and ODRC partnership now includes weekly, monthly, and Quarterly Operational Service Reviews to assess GTL's performance related to service repair, examine new tablet features, or explore new technologies such as our enhanced wireless infrastructure.

To ensure State agencies and agency personnel receive proper customer service as technology is added or upgraded we have and will continue to ensure we align our personnel with our solutions.

Recently we deployed 25,000 tablets in Q4 of 2019 which brought our total tablet deployment for ODRC to over 45,000. In 2020, GTL transitioned from a tablet deployment phase to an operational and maintenance phase. At this time, GTL recognized the need for additional personnel resources to manage tablet distribution, perform minor repairs, and to document tablet return rates and reasons. Under the leadership of Ted Meekins, GTL hired an additional five Field Service Technicians/Tablet Administrators in March 2020, bringing the total to twelve. However, with 45,000 tablets in the field, GTL and our ODRC partner determined there was still not enough coverage. In August 2020, GTL began hiring an additional eight Tablet Administrators through our MBE partner ShawnTech, bringing to total to 27 personnel in the field by year's end, including Field Service Management and Site Administrators.

GTL provides facility support 24 hours a day, 365 days a year. Requests for service or reports of malfunctions go directly to GTL's Technical Service Center where highly trained GTL professionals determine the best course of action. Our toll-free dedicated ODRC technical service number 877-388-3055 is always answered by a live GTL representative.

e. Complaint Resolution.

GTL and ODRC leadership teams participate in a weekly Operations Service Review. This forum focuses on reported service impairments documented and tracked in Service Now, a cloud-based workflow platform used by GTL enterprise-wide. GTL provides detailed reports to ODRC leadership on all open and closed cases by correctional facility. Cases are opened based on service impact and a priority is assigned. Personnel from our Technical Service Center and Field Services collaborate to resolve the impairments.

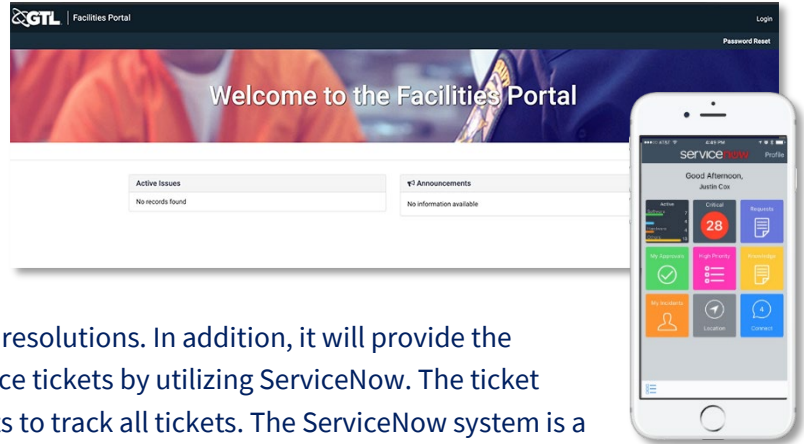
f. Technical Support.

Most technical Support will come from our 27 embedded Field Service Personnel and from the Account Team. GTL also offers support access 24 hours a day, 365 days a year by phone. Requests for service or reports of malfunctions go directly to GTL's Technical Service Center where highly trained GTL professionals determine the best course of action. Our toll-free technical service number is always answered by a live GTL representative. In the case of Data IQ, or COIN, this exclusive support will come from the embedded GTL Analyst team.

Many system problems can be resolved remotely through software diagnostics and manipulations. When problems or requests cannot be handled remotely, the service technician assigned to the ODRC facility will be dispatched to the site.

Trouble Tickets

GTL understands the importance of providing excellent customer service for all customers – facility staff, family and friends, and incarcerated persons. GTL’s ServiceNow Portal will provide the ability to track all service needs and resolutions. In addition, it will provide the ability for customers to submit service tickets by utilizing ServiceNow. The ticket system will meet ODRC requirements to track all tickets. The ServiceNow system is a personalized portal that will allow our customers to open a ticket and monitor the progress to resolution. The system utilizes adaptive technology to display on all screen sizes.

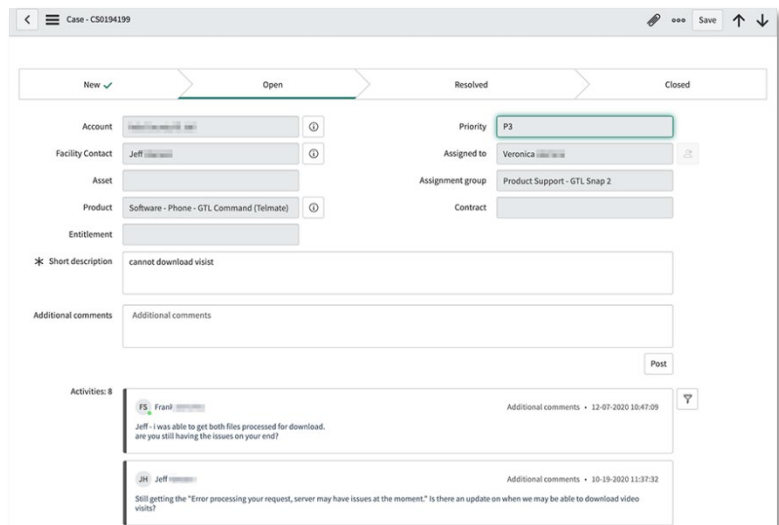


ServiceNow will meet and exceed ODRC requirements:

- Ability to resolve issues without contacting customer support
- Automate requests
- Access to online ticket history
- support representative
- Complete visibility of request and establish real-time updates
- Real-time view of tickets submitted by the facility

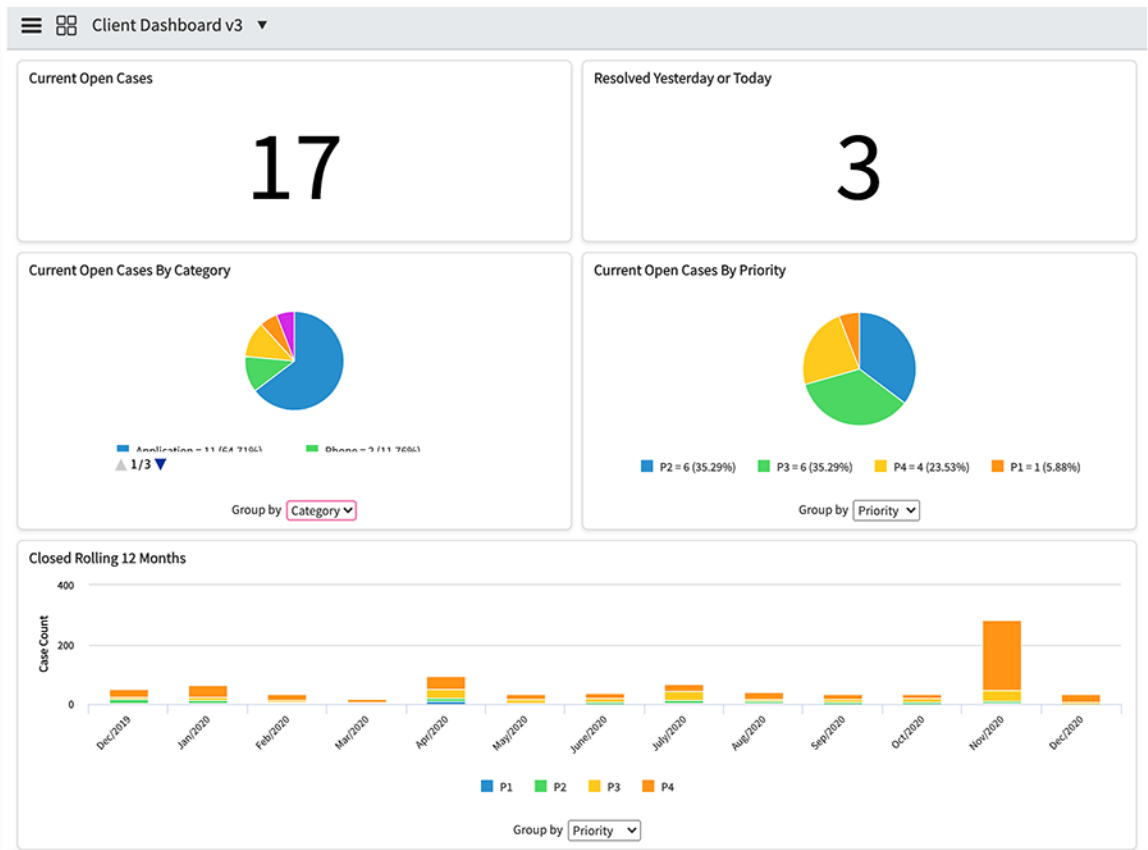
From ServiceNow user can open a ticket online or contact Technical Support for real-time ticket updates.

The system provides access to ticket history.



Number	Short description	Product	Facility Contact	Account	Priority	State	Updated
CS0229552	Exit Card Intermittently working			ID-County Jail	P4	Open	12-03-2020 17:51:27
CS0230271	Inate unable to use kiosk	Software - Phone - GTL Command (Telmate)	Officer	ID-County Jail	P4	Open	12-07-2020 06:21:49
CS0227443	Kiosk down			ID-County Jail	P4	Resolved	12-07-2020 11:15:31
CS0220503	Tablet Issues	Tablet - Inspire (1.0 - 1.5 - 2.0)		ID Jail	P3	Open	12-01-2020 16:54:53
CS0228417	system down			ID Jail	P3	Open	12-01-2020 15:16:56
CS0226962	Application needed			ID-County Jail	P3	Resolved	12-02-2020 19:34:26

The real-time dashboards will provide ODRC with a visual view of the system operations with the ability to drill down to reports for each.



Work Order Timeframes

Non-Emergency Work Orders - In general, a non-emergency is any need or situation relative to the GTL ITS that does not impact the usability of multiple incarcerated person telephones or facility personnel's access to the ITS control program. Examples of non-emergency orders include:

- Basic Tablet Administration
- A problem with one telephone, in a pod that contains multiple phones
- The failure of an individual PIN account, Allow List
- Requests for training

Emergency Work Orders - In general, an emergency is any situation that directly impacts the usability of multiple incarcerated person telephones or facility personnel's access to the telephone control program. All emergency work orders are subject to escalation. GTL has extensive and clearly defined rules of escalation for problems that are not resolved within an expected time frame. Levels of emergency and their expected resolution times are defined below. Response time is defined as the duration between GTL's first awareness of the problem and the first step taken to resolve the problem. The duration before response is used for problem evaluation and response planning. Levels of emergency are described below.

Work Order Updates - For each priority (P) level, the minimum frequency at which progress updates are normally provided are indicated in the table below. Upon ODRC request, progress notifications can be provided with greater or lesser frequency.

Severity	Work Order Update
P-1	Every 2 hours
P-2	Every 4 hours
P-3	Every 6 hours
P-4	Every 8 hours
N/A	As Needed

Service Priority Levels and Response Times

Priority 1

50% or more of the service at a single site or housing unit is out of service, any call processor or node failure, any failure in call restriction functions or any other condition that renders the system incapable of performing all its normal functions.

- Response time is less than thirty (30) minutes.
- Resolution time is less than three (3) hours without site visit.
- Resolution time is less than five (5) hours with a site visit.

Priority 2

25%-50% of the service at a single site or housing unit is out of service or any device that has an impact on the sites ability to conduct normal business

- Response time is less than one (1) hour.
- Resolution time is less than four (4) hours without site visit.
- Resolution time is less than eight (8) hours with a site visit.

Priority 3

0%- 25% of the service at a single site or housing unit is out of service, local exchange or area code issues or PIN administrative issues that have a limited impact on ability to conduct normal business

- Response time is less than one (1) hour.
- Resolution time is less than eight (8) hours without a site visit.
- Resolution time is less than twelve (12) hours with a site visit.

Priority 4

Items that are on a software fix list or related to administrative issues that are informational or non-service affecting conditions or not business critical.

- Response time is less than four (4) business hours.
- Resolution time is less than twelve (12) business hours' w/o site visit.
- Resolution time is less than twenty-four (24) business hours with site visit.

Trouble Escalation Path

Escalation Level		Escalation Personnel
Level 1	Adam Long	Field Services Manager
Level 2	Warren Hall	Business Development Director
Level 3	Ted Meekins	Field Services Director
Level 4	Tom Meriam	Regional Vice President, Business Development
Level 5	Darren Wallace	Executive Vice President, Operations, Installations, and Facility Services
Level 6	Deb Alderson	Chief Executive Officer

22. Implementation/Transition Plan

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

The offeror must provide a detailed Implementation / Transition Plan for this Project. The implementation / Transition Plan must include a schedule for all transition activities required to implement and transition the complete project. See Supplement 1, section IV-10 for more information and Supplement 1, section V for institutional facility information. The expected starting date for the project is 1/1/2021.

GTL has read, understands, and will comply.



In choosing GTL as your phone and tablet provider, ODRC will **avoid the pain of change** that comes with transitioning to a new vendor. Over the last 15 years, GTL and ODRC have implemented numerous complex projects. If a new vendor is selected, ODRC would be subject to all the labor and disruption to operations to stand up these solutions. This includes not only the effort to deploy these solutions, but the effort to train all staff, incarcerated adults and youth on new systems.

- Deploy new wireless infrastructure at 31 facilities – will require dozens of ODRC escorts for over a hundred hours and will keep this staff from their higher value correctional duties
- Order new circuits for the phones and tablets at every facility – circuit orders can take months to process, which would delay the implementation of the new services
- Onboard 27 new Field Service Personnel – it could take a vendor several months to fill this many positions, which means that service could suffer in the interim
- Establish a new Investigative Division and Chip-Off lab with new Analysts – the risk here is the loss of institutional knowledge and the drop off in productivity while an entirely new units gets hired and trained
- Build or buy a new Investigative Case Management System – GTL’s case management system was developed with input from ODRC and has many customizations for ODRC staff. A change in vendors would mean that ODRC investigative staff would have to go through the process of establishing a new interface. Since GTL is the exclusive provider of COIN we are able to provide updates through our Investigative Division and the COIN Development team instantly and on day one.
- Deploy a new Visit Scheduling software – having to learn a new solution to see their families will cause additional confusion, aggravation and uncertainty for an already stressed incarcerated individual population
- Develop more than 10 Interfaces with DOTS, PIN Debit, Banking and Investigative software – a new vendor would need to consume resources from ODRC and other State agencies to build the interfaces that GTL already has in place
- Educate tens of thousands Friends & Family on new deposit methods for Inmate Phones and Trust

While bidders will say they can do these things, **GTL has already done them.** With GTL, there is no need to expend the resources or energy to recreate the wheel so ODRC can focus on implementing the new solutions that are in addition to those already live today.

GTL's Upgraded Communication Services Implementation Plan

GTL has extensive experience installing and maintaining incarcerated adult and youth telephone and wireless tablet solutions, as proven through our relationship with ODRC and our recent tablet installation. Our experience has helped us develop best practices in installation and cutover procedures, especially at ODRC, so we are already familiar with your facilities and our team already has plans in place. Our implementation team plans for risk mitigation so there will be little-to-no disruption of service to ODRC. Our dedicated and committed installation crews are professionals that only work on installations, nothing else. In summary, this plan ensures that all the required components are deployed without interruption to ODRC operations.

Project Plan Overview

This project plan identifies specific technologies to be installed under a phased-in deployment schedule that delivers efficiencies where they are needed. GTL proposes an implementation plan that includes complete turnkey installation of all hardware, software, and configurations for the Incarcerated adult and youth Tablet solution.

GTL proposes to fully implement our proposed solutions in less than 60 days from execution of the contract. GTL will use the corporate management team and three already established installation teams to install our Tablet solution at ODRC facilities. GTL's infrastructure is already in place at ODRC facilities. This makes our onsite installation quick and efficient. GTL will coordinate with the project administrator, so conversion takes place during times when tablet service is not disrupted.

A table of key tasks and objectives is provided below. GTL has pointed out the places in this task list where we would not need to do that specific task like a separate vendor may:

Project Plan Key Tasks
Contract Executed
Implementation meeting held with the designated customer project management team and GTL project management team <ul style="list-style-type: none">Identify main point of contact for each facility – GTL already knows the main points of contacts at each facilityFinalize the New Tablet rollout schedule and approval by the customerDetermine the schedule for turning up various features on the tablet, such as video visitationReview customer policies and procedures and obtain necessary security clearance for GTL installation teams – the GTL team already knows all policies and procedures and has security clearance
Customer Project Team Meetings

<p>Transition plan evaluated and adjusted as necessary during weekly internal conference calls throughout project duration</p> <ul style="list-style-type: none"> • Confirm install dates with master scheduler • Review final plan with installation teams • Confirm install support • Confirm shipping • Confirm training • Order/install network circuits for all locations – GTL already has our circuits in place
<p>Feature Selection Confirmed</p>
<p>Configure Tablets</p> <ul style="list-style-type: none"> • Configure the customer system features – User profiles are already configured • Test DOTS integration for accuracy and reliability – GTL already has this integration in place • Test incarcerated adult and youth banking/trust accounting system for accuracy and reliability - GTL already has this integration in place
<p>Quality Control Tablet Test</p> <ul style="list-style-type: none"> • Feature testing • Integration testing • System testing • Load testing
<p>Package and Ship Equipment to Delivery Locations</p>
<p>Installation of Tablet</p> <ul style="list-style-type: none"> • Receive and inventory equipment • Install and test backroom equipment – GTL already has backroom equipment installed
<p>Training of Facility Personnel</p>

Implementation Meeting

The introductory meeting for the project will be scheduled immediately upon contract award. Topics will include:

- Review of the proposed implementation plan and timelines
- Establishment of official communications protocols
- Review of personnel security and escort protocols
- Weekly communication schedule
- Project benchmarks for completion
- Project status report system and agreed upon intervals
- Weekly installation updates and methodology for delivery and reporting
- Post-implementation communications
- Form of periodic performance reviews

Objectives

Introductions: One of the most important meetings after contract award is the initial project meeting between ODRC and GTL. While we have had many meetings discussing our plan, this meeting will be pertinent to the new tablet installment. The GTL project management team will attend this meeting with the respective counterparts from ODRC as we have done in the past.

Goals: During the initial project meeting we will have an opportunity to reaffirm ODRC priorities, policies and expectations as articulated in the RFP. Prior to the meeting, we will circulate an agenda to the participants to give everyone an opportunity to comment and prepare.

Documentation: Equally as important as the agenda, is our documentation of the meeting minutes and the action items to ensure that tasks are assigned to the proper individuals for subsequent meetings and follow up.

Presentation: GTL will present implementation plans and timelines.

Discussion: The initial project meeting will provide a venue to discuss the needs of ODRC as well as a forum for tailoring the implementation plan and discuss our overall goals.

Project Teams

GTL will provide a seamless transition of services for every facility. We have successfully managed the implementation and turn-up at ODRC facilities for years and this is something that we are confident we will take on and address on day one.

The Corporate Project Management Team, which ODRC has worked with before, will oversee the overall installation and is responsible for the following specific tasks during installation:

- Coordinate the initial meeting with GTL team members and ODRC team members
- Identify and confirm tasks, deliverables, responsibilities and time frames
- Create contract deliverables checklist
- Identify all technical aspects involved with the installation process
- Establish specific metrics and milestones for the transition to the tablet system
- Conduct necessary installation meetings
- Identify and resolve technical integration issues
- Finalize implementation plan with ODRC team members
- Write and communicate ongoing status reports to ODRC

GTL will assign three on-site implementation team, who have already been approved and are familiar with your facilities. All teams are fully capable and experienced in implementations of this size, scope and nature, and they are accustomed to working within a correctional environment. Each team will be headed by an implementation manager and include a project manager, four installation technicians, an account specialist and a training coordinator who are all already familiar with your facilities. The teams will work simultaneously to achieve an efficient installation, well within the allowable time for stand-up. The project manager of each team will be in regular contact with ODRC facility personnel throughout the installation process.

Installation

GTL is planning a phased implementation for the new services. As soon as the contract is executed, GTL will work with ODRC to develop a plan for the rollout of the **next generation tablets on GTL's existing network** with the services that are live on GTL's tablets today along with the new services that are not covered by an existing contract. This plan will include the schedule for the ongoing project to upgrade wireless infrastructure at existing sites as well as an assessment for any additional facilities that could benefit from **additional capacity**.

Services Currently Deployed on GTL Tablets	Additional Tablet Services Proposed by GTL	Current JPay Services
<ul style="list-style-type: none"> • Wireless Calling, fully integrated with the ITS • Streaming Music • Movies • AM/FM Radio • PDF Documents • Audio Books • Lexis Nexis Law Library • Breaking Free Substance Abuse Programming 	<ul style="list-style-type: none"> • Commissary Ordering • Grievances/Kites • Games • Messaging: via Text, Video, Audio • Newsfeed • Ebooks • Video Visitation • Request App – fully customizable including integrated survey tools • Photo Gallery • Facility Announcements and Login Notices • Account Info • Contacts • Learning Management System • Additional Education Apps • Calm • PTSD Coach • Podcasts • News and Sports Content • Streaming TV Content • Streaming Radio Content • Calculator • Dictionary • Streaming Movies and Video On-Demand • Self-Help and Religious Content 	<ul style="list-style-type: none"> • Commissary Ordering • Grievances/Kites • Games • Messaging: via Text, Video, Audio • Newsfeed • Ebooks • Music Downloads • Video Visitation

As soon as the contract is executed, we will engage JPay on the transition of their services. Based on the timing for award of this RFP and the execution of the new contract, we will strive to have all JPay services transitioned **within 60 days** of contract execution or at the termination of JPay’s contract.

Training

GTL employs a professional training department dedicated to translating the powerful knowledge of GTL family of products and services. As an example of this expansive department, GTL’s team recently worked with ODRC with the release of the Breaking Free application and GTL’s COIN investigative case management solution. Because of this recent training, GTL’s training team is already familiar with your facilities and the staff. This transfer of knowledge was especially important during the early

phases of the Covid-19 pandemic that reduced mental health staff resources. GTL released Breaking Free on our tablets to help with addiction and other mental health conditions.

A major factor in the success of continuing to use GTL's incarcerated adult and youth communication system is the knowledge its users have of the solution. While it is an **enormous advantage** to already have GTL's tablets, phones, Data IQ and COIN already installed, GTL will take this opportunity to retrain all facility staff on the system and dive into deep details on all of the **new features GTL** plans to roll out. Not only will our training plans be focused on facility staff, but going a step further, GTL has plans in place to reach out to and training incarcerated adults and youth, as well as friends and family. Once GTL becomes the full service provider at ODRC, we will work collaboratively to ensure all services and transferred seamlessly.

GTL's highly experienced training staff have carefully designed a training plan that reaches every user of the system to ensure that ODRC staff, incarcerated adult and youths, and friends and family get the most out of the features the system has to offer. As a key part of our mission to continue to provide the best customer service and satisfaction, we ensure that facility staff are trained from launch and implementation through day-to-day operations.

In addition to standard training, GTL will work with ODRC to customize the online training experience to meet the unique needs of ODRC and facility. We can design and offer specific, customized classes focused on various ODRC functions.

Ongoing Project Status

In addition to periodic meetings and reports, GTL recommends weekly status calls during the implementation phase to check in and review the installation progress. Upon successful installation and cutover to GTL's system at each facility, the project manager will complete the facility sign off sheet with ODRC point of contact. ODRC will also be provided with a binder that will include: equipment specifications, phone locations, phone numbers, account manager, account specialist and account technician contact information.

Follow Up Meetings

At the initial project meeting, GTL and ODRC representatives will meet to discuss and decide on a meeting schedule to ensure ongoing communication, especially during the implementation phase. For each scheduled meeting, GTL will prepare and distribute an agenda sufficiently in advance to give participants an opportunity to prepare questions and answers, ensuring that each meeting is effective. Topics for discussion will include those initially agreed upon and any additional topics requested by ODRC. GTL will prepare and distribute minutes promptly after each meeting.

Final Closure

Upon successful completion of the turn up and training, GTL will hold a closing meeting with ODRC to review the actual implementation. The closure meeting will be led by the Corporate PM Team, but key

personnel from each of the installation teams will also be present. The closure meeting will entail the following actions:

- Provision of equipment lists
- Comparison of actual install to the install plan
- Discussion of a punch list for after-install items.
- Review of GTL's customer service protocols and provision of key support points of contact for ODRC
- Review of key lessons learned during the installation
- Signing of formal acceptance of system by ODRC
- Procedures and requirements for ongoing operational reporting
- Discussions of potential additional installations
- Suggestions and ideas from ODRC on new features and enhancements to the GTL system.

ID	Task Name	Duration	Start	Finish	Resource Names
1	ODRC - ITS, PAY, VVS & TAB Implementation Project Plan v0.2	108 days	Mon 2/1/21	Wed 6/30/21	
2	Phase 1 - New Tablets, Earbuds, GTL Command, New Feature	54.13 days	Mon 2/1/21	Fri 4/16/21	
3	Upon RFP award Account Executive to call	1 day	Mon 2/1/21	Mon 2/1/21	GTL Installation Supervisor,GTL Program Mgr,GTL Sales,ODRC Jail Admin
4	Upon contract execution Account Executive to call	1 day	Tue 2/2/21	Tue 2/2/21	GTL Installation Supervisor,GTL Program Mgr,GTL Sales,ODRC Jail Admin
5	Program Manager Introduction to ODRC Team	2 days	Wed 2/17/21	Thu 2/18/21	
6	Onsite project kick-off meeting	1 day	Wed 2/17/21	Wed 2/17/21	GTL Installation Supervisor,GTL Ops,GTL Program Mgr,GTL Sales,ODRC Network Admin,ODRC Jail Admin,ODRC Facility Admin
7	Planning for Contraband Cell Phone Interdiction Hardware	1 day	Thu 2/18/21	Thu 2/18/21	GTL Installation Supervisor,GTL Ops,GTL Program Mgr,GTL Sales,ODRC Network Admin,ODRC Jail Admin,ODRC Facility Admin
8	Planning for Network System	1 day	Thu 2/18/21	Thu 2/18/21	GTL Installation Supervisor,GTL Ops,GTL Program Mgr,GTL Sales,ODRC Network Admin,ODRC Jail Admin,ODRC Facility Admin
9	Planning for Video Visitation System	1 day	Thu 2/18/21	Thu 2/18/21	GTL Installation Supervisor,GTL Ops,GTL Program Mgr,GTL Sales,ODRC Network Admin,ODRC Jail Admin,ODRC Facility Admin
10	Planning for Tablet System	1 day	Thu 2/18/21	Thu 2/18/21	GTL Installation Supervisor,GTL Ops,GTL Program Mgr,GTL Sales,ODRC Network Admin,ODRC Jail Admin,ODRC Facility Admin
11	Equipment Orders	5 days	Fri 2/19/21	Thu 2/25/21	
12	Orders for Contraband Cell Phone Interdiction Hardware	5 days	Fri 2/19/21	Thu 2/25/21	GTL Installation Supervisor,GTL Program Mgr
13	Orders for Video Visitation System	5 days	Fri 2/19/21	Thu 2/25/21	GTL Installation Supervisor,GTL Program Mgr
14	Orders for Tablet System	5 days	Fri 2/19/21	Thu 2/25/21	GTL Installation Supervisor,GTL Program Mgr
15	Order Network Hardware	5 days			
16	Integration Work (JMS, Trust, Data, other)	10 days	Wed 2/3/21	Tue 2/16/21	
17	Business Analysis	5 days	Wed 2/3/21	Tue 2/9/21	GTL Interface
18	Development	5 days	Wed 2/10/21	Tue 2/16/21	GTL Interface
19	Testing	5 days	Wed 2/10/21	Tue 2/16/21	GTL Interface
20	Deploy New Features & Staff	30 days	Wed 2/3/21	Tue 3/16/21	
21	Training on feature upgrades	10 days	Wed 2/3/21	Tue 2/16/21	GTL Trainers,ODRC Facility Admin
22	Onboarding new Intel analysts	20 days	Wed 2/17/21	Tue 3/16/21	GTL Trainers,ODRC Facility Admin
23	Rollout and train on Cellebrite Premium	20 days	Wed 2/17/21	Tue 3/16/21	GTL Trainers,ODRC Facility Admin
24	Rollout New Tablets, Earbuds, and Command Interface	51.63 days	Wed 2/3/21	Fri 4/16/21	
25	Ohio DRC - Allen Correctional ACI	39 hrs	Wed 2/10/21	Tue 2/16/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team A
26	Ohio DRC - Belmont Correctional BECI	75 hrs	Wed 2/3/21	Tue 2/16/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team B
27	Ohio DRC - Chillicothe Correctional CCI	76 hrs	Wed 2/3/21	Tue 2/16/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team C
28	Ohio DRC - Correctional Reception Center CRC	18 hrs	Fri 2/12/21	Tue 2/16/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team D
ID	Task Name	Duration	Start	Finish	Resource Names

29	Ohio DRC - Dayton Correctional Institution DCI	24 hrs	Wed 2/17/21	Fri 2/19/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team A
30	Ohio DRC - Franklin Medical Center FMC	16 hrs	Wed 2/17/21	Thu 2/18/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team B
31	Ohio DRC - Grafton Correctional Institution GCI	45 hrs	Wed 2/17/21	Wed 2/24/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team C
32	Ohio DRC - Lake Erie Correctional Institution LAECI	48 hrs	Wed 2/17/21	Wed 2/24/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team D
33	Ohio DRC - Lebanon Correctional Institution LECI	63 hrs	Mon 2/22/21	Wed 3/3/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team A
34	Ohio DRC - London Correctional Institution LOCI	60 hrs	Fri 2/19/21	Tue 3/2/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team B
35	Ohio DRC - Lorain Correctional Institution LORCI	21 hrs	Wed 2/24/21	Mon 3/1/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team C
36	Ohio DRC - Madison Correctional Institution MACI	57 hrs	Thu 2/25/21	Mon 3/8/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team D
37	Ohio DRC - Mansfield Correctional Institution MANCI	63 hrs	Wed 3/3/21	Mon 3/15/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team A
38	Ohio DRC - Marion Correctional Institution MCI	63 hrs	Tue 3/2/21	Fri 3/12/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team B
39	Ohio DRC - Noble Correctional Institution NCI	63 hrs	Mon 3/1/21	Thu 3/11/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team C
40	Ohio DRC - North Central Correctional Institution NCCI	66 hrs	Mon 3/8/21	Thu 3/18/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team D
41	Ohio DRC - North East Ohio Correctional Center NEOCC	27 hrs	Mon 3/15/21	Fri 3/19/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team A
42	Ohio DRC - North East Reintegration Center NERC	16 hrs	Fri 3/12/21	Tue 3/16/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team B
43	Ohio DRC - Oakwood Correctional Facility OCF	16 hrs	Thu 3/11/21	Mon 3/15/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team C
44	Ohio DRC - Ohio Reformatory for Women ORW	63 hrs	Thu 3/18/21	Tue 3/30/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team D
45	Ohio DRC - Ohio State Penitentiary OSP	16 hrs	Fri 3/19/21	Tue 3/23/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team A
46	Ohio DRC - Pickaway Correctional Institution PCI	48 hrs	Tue 3/16/21	Wed 3/24/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team B
47	Ohio DRC - Richland Correctional Institution RICI	66 hrs	Mon 3/15/21	Thu 3/25/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team C
48	Ohio DRC - Ross Correctional Institution RCI	54 hrs	Tue 3/30/21	Wed 4/7/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team D
49	Ohio DRC - Southeastern Correctional Complex SCCC-L	48 hrs	Tue 3/23/21	Wed 3/31/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team A
50	Ohio DRC - Southern Ohio Correctional Facility SOCF	36 hrs	Wed 3/24/21	Tue 3/30/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team B

ID	Task Name	Duration	Start	Finish	Resource Names
51	Ohio DRC - Toledo Correctional Institution TOCI	24 hrs	Thu 3/25/21	Tue 3/30/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team C
52	Ohio DRC - Trumbull Correctional Institution TCI	33 hrs	Thu 4/8/21	Wed 4/14/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team D
53	Ohio DRC - Warren Correctional Institution WCI	33 hrs	Wed 3/31/21	Tue 4/6/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team A
54	Ohio DYS - Circleville Juvenile Correctional CJCF	16 hrs	Tue 3/30/21	Thu 4/1/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team B
55	Ohio DYS - Cuyahoga Hills Juvenile Correctional Facility CHJCF	16 hrs	Tue 3/30/21	Thu 4/1/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team C
56	Ohio DYS - Indian River Juvenile Correctional Facility IRJCF	16 hrs	Wed 4/14/21	Fri 4/16/21	ODRC Facility Security,ODRC Facility Admin,GTL Field Service Team D
57	Phase 2 - Wireless Enhancements	90 days	Wed 2/17/21	Tue 6/22/21	
58	Ohio DRC - Warren Correctional Institution WCI	6 wks	Wed 2/17/21	Tue 3/30/21	ODRC Facility Security,ODRC Facility Admin,GTL Install TEAM A,GTL Install TEAM B
59	Ohio DRC - Mansfield Correctional Institution MANCI	9.6 wks	Wed 2/17/21	Fri 4/23/21	ODRC Facility Security,ODRC Facility Admin,GTL Install TEAM C,GTL Install TEAM D
60	Ohio DRC - Grafton Correctional Institution GCI	5.4 wks	Wed 3/31/21	Thu 5/6/21	ODRC Facility Security,ODRC Facility Admin,GTL Install TEAM A,GTL Install TEAM B
61	Ohio DRC - Lebanon Correctional Institution LECI	6.4 wks	Mon 4/26/21	Tue 6/8/21	ODRC Facility Security,ODRC Facility Admin,GTL Install TEAM C
62	Ohio DRC - Trumbull Correctional Institution TCI	2.4 wks	Mon 4/26/21	Tue 5/11/21	ODRC Facility Security,ODRC Facility Admin,GTL Install TEAM D
63	Ohio Reformatory for Women	9.6 wks	Wed 2/17/21	Fri 4/23/21	ODRC Facility Security,ODRC Facility Admin,GTL Install TEAM E,GTL Install TEAM F
64	Southern Ohio Correctional Facility	6 wks	Mon 4/26/21	Fri 6/4/21	ODRC Facility Security,ODRC Facility Admin,GTL Install TEAM E,GTL Install TEAM F
65	Toledo Correctional Institution	2.4 wks	Mon 6/7/21	Tue 6/22/21	ODRC Facility Security,ODRC Facility Admin,GTL Install TEAM C,GTL Install TEAM D
66	Phase 3 - Transition JPAY Services to GTL	60 days	Wed 4/7/21	Wed 6/30/21	
67	Transfer to GTL Tablets:	60 days	Wed 4/7/21	Tue 6/29/21	
68	Previous music purchases	60 days	Wed 4/7/21	Wed 6/30/21	
69	Previous game purchases	60 days	Wed 4/7/21	Wed 6/30/21	
70	Previous emails	60 days	Wed 4/7/21	Wed 6/30/21	
71	Previous photos	60 days	Wed 4/7/21	Wed 6/30/21	
72	Implement New Services	60 days	Wed 4/7/21	Wed 6/30/21	
73	Commissary Ordering	60 days	Wed 4/7/21	Wed 6/30/21	
74	Grievances / Kites	60 days	Wed 4/7/21	Wed 6/30/21	
75	Video Visitation	60 days	Wed 4/7/21	Tue 6/29/21	
76	Add New Services on Tablets	60 days	Wed 4/7/21	Wed 6/30/21	
77	E-books	60 days	Wed 4/7/21	Wed 6/30/21	
78	Newsfeed	60 days	Wed 4/7/21	Wed 6/30/21	
79	Incumbent provider contract end date	0 days	Wed 6/30/21	Wed 6/30/21	
80	Project Close	1 day	Wed 6/30/21	Wed 6/30/21	
81	Close Project Phase	1 day	Wed 6/30/21	Wed 6/30/21	GTL Program Mgr,GTL Installation Supervisor,GTL Sales,ODRC Network Admin,ODRC Jail Admin,ODRC Facility Admin
82	ODRC Acceptance & Account Team Transition	1 day	Wed 6/30/21	Wed 6/30/21	GTL Program Mgr,GTL Sales,GTL Field Services,ODRC Network Admin,ODRC Jail Admin,ODRC Facility Admin

23. Disaster Recovery and Continuity Plan

Ohio Department of Rehabilitation and
Correctional Services



The Corrections Innovation Leader

The specific information below for Tab 23 Disaster Recovery and Continuity Plan will be redacted as protected from disclosure as a trade secret under Ohio Revised Code section 1333.61. The information is protected information under the statute, and GTL has taken reasonable efforts to maintain its secrecy.

