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STATE OF COLORADO CONTRACT
COVER PAGE

Solicitation Number: ITN CFCA 2022-0005 **(for procedural historical reference, not incorporation)**	**Contract Number 139838**
State Agency Colorado Department of Corrections	**Contractor** Securus Technologies, LLC
Contract Performance Beginning Date The later of the Effective Date or March 20th, 2023	**Initial Contract Expiration Date** June 30, 2024
NOT STATE FUNDS ARE EXPNEDED THROUGH THIS CONTRACT. THIS IS A REVENUE PRODUCING CONTRACT.	Except as provided in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed Ten (10) years from the Performance Beginning Date.

Options
The state shall have the following options indicated by the checked boxes, as further described in **§1**.
☒ Option to Extend Term, per **§1**.

Protected Information
Contractor shall maintain the confidentiality of the following types of information if indicated by a checked box, as specified in the referenced Contract section:
☒ Tax Information, **§8.A.i** ☒ PCI, **§8.A.ii** ☒ CJI, **§8.A.iii** ☒ PHI, **§8.A.iv**

Insurance - Contractor shall maintain the following insurance if indicated by a checked box, as further described in **§10**:
☒ Worker's Compensation ☒ General Liability ☒ Automobile Liability ☐ Professional Liability
☐ Protected Information ☐ Crime

☒**SUBROGATION WAIVER REQUIRED FOR ALL INSURANCE COVERAGES**
☒**CDOC NAMED AS ADDITIONAL INSURED ON COMMERCIAL GENERAL LIABILITY REQUIRED**

Rights in Work Product
Contractor shall convey the following rights in the Work product if indicated by a checked box, as further described in §16:
☐ Copyright, as described in **§16.A.i** ☐ Patent, as described in **§16.A.ii**

Contract Authority
Authority to enter into this Contract, C.R.S. sections 17-1-103, 17-1-105, and 17-24-126. CDOC has the authority to make all decisions concerning the providing of space and the installation and use of equipment at the facilities during the entire term of this agreement.

Contract Purpose
Contractor will provide Inmate Telephone services ("ITS") for the term of the Contract. The CDOC also desires to have the option to increase services provided by contractor under this Contract as further provided.

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STATE OF COLORADO CONTRACT

Principal Representatives	
For the State:	For Contractor:
Anthony Ventura, Product Owner, CDOC Innovation Group	Alex Yeo, Chief Revenue and Product Officer
1250 Academy Park Loop	4000 International Parkway
Colorado Springs,CO 80910	Carrollton, TX 75007
Phone 719-235-3773	734-709-4013
Anthony.ventura@state.co.us	Alex.yeo@aventiv.com

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Statement of Work
2. Exhibit B – Facility List
3. Exhibit C – Rates
4. Exhibit D – Facility Equipment Inventory
5. Exhibit E – Sample Option Letter

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Contract.
2. The provisions of the other sections of the main body of this Contract.
3. Exhibit A – Statement of Work
4. Exhibit B – Facility List
5. Exhibit C – Rates
6. Exhibit D – Facility Equipment Inventory
7. Exhibit E – Sample Option Letter

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STATE OF COLORADO CONTRACT

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

CONTRACTOR	STATE OF COLORADO
Securus Technologies, LLC	Jared S. Polis, Governor Department of Corrections Andre Stancil, Executive Director
DocuSigned by: Alex Yeo 69F0910314EF48A... By: Alex Yeo, Chief Revenue and Product Officer	DocuSigned by: Matthew Hansen 73EEBDE1C93B44B... ☐ By: Ashley Clark, Director Finance and Admin ☐ By: Matt Hansen, Interim Deputy Executive Director of Prison Operations
Date: 3/27/2023	Date: 3/27/2023

In accordance with C.R.S. §24-30-202, this Contract is not valid until Signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Brad Duca
D3AA3DE2BE86461...
By: Bradley Duca, Controller

Effective Date: 3/27/2023

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the state agency named on the Signature and Cover Pages for this Contract (the "State," or "CDOC"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the

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"Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

If this box is checked on the Cover Page, the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one (1) year or less at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D.**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five (5) years from its Effective Date, or the number of years specified on the Cover Page if such number is less than five (5) years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the state of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§12.A.i.**

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§15.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than sixty percent (60%) completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations,

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provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. **AR** means DOC Administrative Regulation.

B. **Breach of Contract** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under C.R.S. §24-109-105 at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

C. **Business Day** means any day other than Saturday, Sunday, or a Legal Holiday as listed in C.R.S. §24-11-101(1).

D. **Chief Procurement Officer** means the individual to whom the Executive Director has delegated his or her authority pursuant to C.R.S. §24-102-202(6) to procure or supervise the procurement of all supplies and services needed by the State.

E. **CJI** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under C.R.S. §24-72-302.

F. **Contract** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

G. **Contractor** means the entity selected to provide services as the Contractor for the Contract.

H. **CORA** means the Colorado Open Records Act, C.R.S. §§24-72-200.1, *et. seq.*

I. **Data Sharing Agreement** means a formal Contract that details what data is being shared and appropriate use for the data.

J. **Deliverable** means a unit or increments of work required to be completed and delivered under the Contract terms, including such items as goods, services, reports or documents.

K. End of Term Extension means the time period defined in §2.D.

L. **Effective Date** "Effective Date" means either:

i. The date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract, or.

ii. If this Contract is for a Major Information Technology Project, as defined in C.R.S. §24-37.5-102(2.6), the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate, or the

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date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

M. **Exhibits** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

N. Extension Term means the time period defined in §1.

O. **Goods** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

P. **Incident** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in C.R.S. §§24-37.5-401, *et. seq*. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

Q. Initial Term means the time period defined in §2.B.

R. **Offender** means a member of the DOC inmate population (including YOS).

S. **Party** means the State or Contractor, and "Parties" means both the State and Contractor.

T. **PCI** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

U. **PHI** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

V. **PII** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §§24-72-501 and 24-73-101.

W. **Principal Representative** means that person identified on the Cover Page for this Contract.

X. **Review** means examining Contractor's work to ensure that it is adequate, accurate, and correct and in accordance with criteria established in this Contract, and **Exhibit A**.

Y. **Services** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

Z. **State Confidential Information** means any State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or

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subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

AA. **State Fiscal Rules** means those fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).

BB. **State Fiscal Year** means a twelve (12) month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

CC. **State Records** means any State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

DD. **Subcontractor** means third-parties, if any, engaged by Contractor to aid in performance of the Work.

EE. **Tax Information** means federal and state of Colorado tax information including, without limitation, federal and state tax returns, return information, and such other tax-related information as may be protected by federal and state law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

FF. Term means the time period defined in §2.B.

GG. **Transition** means the expectations that encompass all the tasks the incoming Contractor is expected to perform to assume all aspects of the requirement from the predecessor.

HH. **Work** means the performance of the Services described in this Contract.

II. **Work Product** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

JJ. **YOS** means the Youthful Offender System within the Colorado Department of Corrections, Division of Adult Parole, Community Corrections, and Youthful Offender System.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

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5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in the Exhibits.

b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within forty-five (45) days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within forty-five (45) days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the forty-fifth (45^{th}) day at the rate of one percent (1%) per month, as required by C.R.S. §24-30-202(24)(a), until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within thirty (30) days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this

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Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

v. Option to Increase Maximum Amount

If the Cover Page for this Contract shows the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to "Option Letter". Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the Option Letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. REPORTING – NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§17** or pursuant to any other Exhibit, for any contract having a term longer than three (3) months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the times specified in the Exhibits, or if no time is specified in this Contract, not later than five (5) Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within ten (10) days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified in **§15**.

C. Performance Outside the State of Colorado or the United States, C.R.S. §24-102-206.

To the extent not previously disclosed in accordance with C.R.S. §24-102-206, Contractor shall provide written notice to the State, in accordance with **§15** and in a form designated by the State, within twenty (20) days following the earlier to occur of Contractor's decision to perform Services outside of the state of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the state of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the state of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

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7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three (3) years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may

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receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following, if the boxes are checked on the Cover Page:

i. the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable,

ii. the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI,

iii. the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and

iv. the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable.

Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole

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discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in C.R.S. §24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S. §§24-73-101 *et seq*.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer, or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities, or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

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A. Workers' Compensation

If this box is checked on the Cover Page, workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one (1) fire.

C. Automobile Liability

If this box is checked on the Cover Page, automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Protected Information

If this box is checked on the Cover Page, liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability

If this box is checked on the Cover Page, professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

If this box is checked on the Cover Page, crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Additional Insured

i. The State shall be named as additional insured on all commercial general liability policies required of Contractor and Subcontractors.

H. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

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I. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least thirty (30) days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§14**Error! Reference source not found. Within seven (7) days of C ontractor's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven (7) Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven (7) Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven (7) Business Days following Contractor's execution of the subcontract. No later than fifteen (15) days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

Certificates shall be delivered to the State, attention CDOC Contracts Unit, by email to doc_purchasing@state.co.us, or by US Mail to PO Box 1010, Canon City, CO 81215.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect

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the public interest of the State; or if Contractor is debarred or suspended under C.R.S. §24-109-105, the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section**.** In addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation,

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loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret, or other intellectual property right, Contractor shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. STATE'S RIGHT OF REMOVAL

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in **§14.A**. fails to resolve the dispute within ten (10) Business Days, Contractor shall submit any alleged breach of this Contract by the State to

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the Procurement Official of the State Agency named on the Cover Page of this Contract as described in C.R.S. §24-102-202(3) for resolution in accordance with the provisions of C.R.S. §§24-106-109, and 24-109-101.1 through 24-109-505 (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the Principal Representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's Principal Representative at the address set forth on the Cover Page for this Contract, or **(C)** as an email with read receipt requested to the Principal Representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's Principal Representative at the address set forth on the Cover Page for this Contract. Either Party may change its Principal Representative or Principal Representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a Principal Representative by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

If this box is checked on the Cover Page, to the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants

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to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

If this box is checked, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of C.R.S. §§24-106-103, 24-102-206, 24-106-106, and 24-106-107 regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

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18. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

i. Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State.

ii. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the state of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **§18.A.**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

H. This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

I. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

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J. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

N. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under C.R.S. §§39-26-704(1), *et seq.* (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales, or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.A.,** this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

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Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under C.R.S. §24-106-107, if any, are subject to public release through CORA.

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties") against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of **§8** may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, and expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in

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C.R.S. §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the state of Colorado, and its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the state of Colorado risk management statutes, C.R.S. §§24-30-1501, *et seq*. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and state of Colorado laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the state of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of C.R.S. §24-106-109. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only

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in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. C.R.S. §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. C.R.S. §§24-30-202(1) and 24-30-202.4.

[*Not applicable to intergovernmental agreements*] Subject to C.R.S. §24-30-202.4(3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in C.R.S. §§39-21-101, *et seq.*; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. C.R.S. §§8-17.5-101, *et seq.*

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to C.R.S. §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal

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alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three (3) days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S. §§8-17.5-101, *et seq.*, the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. §§24-76.5-101, *et seq*.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of C.R.S. §§24-76.5-101, *et seq*., and **(iii)** has produced one form of identification required by C.R.S. §24-76.5-103, prior to the Effective Date of this Contract.

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EXHIBIT A, STATEMENT OF WORK

1. BACKGROUND

At the time of issuance of CDOC ITN-CFCA-2022-05, CDOC published the requirement to support 20 State and two (2), privately owned-facilities, for a total of 22 facilities to be supported, with a total capacity of 16,339 offenders. Based on changed conditions, as of 01/02/2023, these statistics have decreased. The requirement(s) are hereby, changed to read as follow:

A. The total capacity of the 22 facilities has decreased. Within the Colorado Department of Corrections (CDOC), there are currently 19 active State facilities in lieu of 20 facilities to be supported, and two (2) privately owned facilities to be supported by ITN-CFCA-2022-05. Please see Paragraph four (4) below for the revised list of facilities to be supported.

B. Within the Colorado Department of Corrections (CDOC), there are currently 19 state and two (2) privately-owned facilities with a total capacity of 16,339 Offenders. The Department currently provides offender IT communications through the use of telephones, tablets, video visitation kiosks and TTY. The tablets not only provide a communication medium but shall provide entertainment options such as music, games and movies. The funds for these services shall come from Offender's personal trust fund accounts and/or offender families/friends and shall be not funded in part or in whole by the State of Colorado. The contractor provides all supplies, IT hardware, software, technical support, equipment, materials and maintenance for the system infrastructure. The CDOC requires a comprehensive approach to offender communication with exceptional customer service, innovative state of the art technology and reduced offender recidivism at a lower cost to the offender. Consideration is provided in the form of the Venue.

2. ACRONYMS

A. Acronyms - The list below provides acronyms and definitions critical to understanding this SOW. This list is not intended to be an all- inclusive list of acronyms or definitions for terms used throughout the SOW.

i. AC means Alternating Current

ii. ACM means Asbestos-containing material

iii. ADA – Americans with Disabilities Act

iv. AP – Access point

v. API – Application Programming Interface

vi. BIOS – Basic input/output system

vii. CD – Compact Disc

viii. CDOC – Colorado Department of Corrections

ix. CFR – Code of Federal Regulations

x. CLEC – Competitive Local Exchange Carrier

xi. COB – Close of business

xii. CSV – Comma Separated Variable

xiii. EOMIS – Electronic Offender Management Information System

xiv. EPEAT – Electronic Product Environmental Assessment Tool

xv. FCC – Federal Communications Commission

xvi. FM – Frequency modulation

xvii. ID - Identification

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xviii. ITN – Invitation to Negotiate

xix. ITS – Inmate Telephone System

xx. KVM – Keyboard Video Mouse

xxi. LAN – Local Area Network

xxii. LEC – Local exchange carriers

xxiii. MSM - Multi-Session Live Monitoring

xxiv. NEMA – National Electrical Manufacturers Association

xxv. OCS – Offender Communication System

xxvi. OIT – Office of Information Technology

xxvii. OS – Operating System

xxviii. PC - Personal Computer

xxix. PIN – Personal Identification Number

xxx. PREA – Prison Rape Elimination Act

xxxi. QCP – Quality Control Plan

xxxii. STG – Security Threat Group

xxxiii. TDD – Telephone Devices for the Deaf

xxxiv. TSP – Technical Support Center

xxxv. TTY – Teletype

xxxvi. UCC – Uniform Commercial Code

xxxvii. UL – Underwriters Laboratory

xxxviii. UPS - Uninterruptible Power Supply

xxxix. VRS – Video Relay Service

xl. WPA-PSK – Wi-Fi Protected Access – Prepare Key

xli. XML – Extensible Markup Language

3. PERFORMANCE REQUIREMENTS

A. Background, Consent to Search:

The contractor and any employee(s) of the contractor who shall be providing services on CDOC property may be required to undergo a CDOC criminal background check, and may be required to sign a “Consent to Search Authorization" form. Admittance of any persons to CDOC facilities or properties shall be at the sole discretion of the CDOC.

i. Background check approvals for site visits shall be provided to CDOC. For security reasons, each form shall be signed and returned for each contractor’s employee who shall be attending the site visit and performing any Contract requirement at either CDOC and/or privately owned

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facilities. The contractor shall provide the following documents, to CDOC, within seven (7) days prior to contractor performance and requirements:

a. Background check approvals for site visits.
b. Consent to Search Authorization and Registration,
c. Certification of COVID-19 Vaccination, and return the completed forms to the requesting CDOC personnel. Because of space considerations, each site visit shall be limited to two people per contractor.
d. List of contractor personnel who shall be working on this project (unless previously cleared for the Site Visit).
e. All forms shall be completed and submitted to the cognizant CDOC representative, as required by the contract.

B. Security

i. All contractor personnel entering prison grounds and/or reporting to CDOC facilities shall adhere to CDOC's Department Security Regulations.
ii. Contractor personnel who shall be found in non-compliance with the CDOC's Security Regulations shall not be allowed access to the facility.
iii. The contractor shall ensure that, while at CDOC facilities, offenders do not have access to telecommunication devices in accordance with State Statutes, Rules and Regulations.
iv. Approved contractor staff shall be subject to search of person or vehicle at any time while on any CDOC facility, and grounds. Any search conducted shall be at the discretion of CDOC security personnel and does not require probable cause.
v. In the event of a facility disturbance or event, CDOC may temporarily detain the entry, and exit of all traffic from the facility. All reasonable efforts shall be made to release the contractor staff as quickly as possible while maintaining the security of the CDOC facility.
vi. Contractor employees shall be prohibited from using, possessing, or introducing tobacco, tobacco related products, tobacco substitutes, vaping products or e-cigarettes within CDOC facilities in accordance with C.R.S. 18-8- 204.
vii. In the event of a hostage situation, CDOC shall not negotiate with an offender or any other person to secure the release of any individual, including the Contractor or Contractors staff. The contractor shall notify all of its employees of this policy prior to entering any CDOC Facility.
viii. The contractor recognizes and shall advise their staff that correctional facilities present an inherently dangerous environment, in part due to the presence of offenders, many of whom have been convicted of having performed violent crimes.

C. Training for Contractor and Contractor staff

i. The contractor and the contractor's staff shall complete CDOC's on-line training program required for all contract workers and any additional training required by the department.
ii. Prior to the start date, the contractor and the contractor's staff shall have completed all training required.
iii. Annual refresher training is required every twelve (12) months.

D. Partnership with Non-Profit Group

i. The contractor shall partner with a nonprofit vendor, by allowing them to offer free video calling through the Securus tablets and/or terminals platform (starting with 1,000 beds and expanding no more than 4% per year), provided that the nonprofit vendor's technology and protocols are compatible with Securus's infrastructure, hardware and software or the nonprofit vendor utilizes Securus's existing video platform to provide free video sessions. This free video calling will be provided and administered by Contractor as part of the services/products delivered under this Agreement.

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NOTE: If at any time, the nonprofit determines it is not in their best interest to continue with the free tablet program, then Securus has agreed to pick up this effort. Securus to provide a POA&M for this contingency plan.

ii. The contractor shall provide a Memorandum of Understanding (MOU) with the nonprofits to CDOC within 30 days after date of award of this contract.

iii. The contractor shall combine CDOC's current program, funded by non- profits (DWCF currently offers free video communication through Ameelio), to be run through the Securus system, with Securus free communication program for the entire population. This solution ensures that vulnerable members of the population receive the communication they need without excluding anyone from communicating with loved ones.

E. Deliver a Simple Single Rate for Each Service Delivered (Attachment (B))

The contractor shall deliver a simple, single rate for each service delivered for each of the following services:

i. Tablets: No cost—one tablet for each incarcerated individual replaced and upgraded, as needed, if the CDOC is a Securus Customer.

ii. Telephone Communication: Single rate of $0.0190 per minute for all call types (not including optional services, and not including upcharge for incremental investigators). Includes two free calls per week (104 free calls per year) per incarcerated individual, representing more than 1.5 million calls delivered annually at no cost.

iii. Video Communication: Single rate of $4.95 for up to a 30-minute visitation session. Includes two (2) free video visits per month (24 free visits per year), representing more than 10 million minutes of free video visits per year for the incarcerated population, not including additional free visits through nonprofit partnerships.

iv. E-Mail/Secure Messaging Communication: Single rate of $4.50 per month for 100 secure e-mails Includes 104 free e-mails per year per incarcerated individual representing more than 1.5 million free e-mails per year for all 15,000 incarcerated individuals.

v. Subscription Pricing for Media and Entertainment – Delivered on No Cost Tablets
   a. Games: Single rate of $4.95 per month
   b. Daily News Feed: Single rate $5.99 per month
   c. Music: Single rate of $7.99 per month
   d. Movies: Single rate of $9.99 per month

vi. To ensure that all incarcerated individuals have the choice between purchasing a single rate communication/media/entertainment subscription plan or an individual game, song, movie, email, and attachment, the contractor shall offer optional pricing for purchasing individual games, songs, movies, emails, and attachments.

vii. To the extent permitted by applicable law and regulation, Contractor reserves the right to increase the prices described in the Agreement on an annual basis by the percentage increase in consumer prices for services during the applicable trailing 12-month period as measured by the United States Consumer Price Index or a similar index should such index no longer be published. Notwithstanding the foregoing limitation on price increases, Contractor reserves the right to increase prices upon 30 days' notice in the event of a cost increase that exceeds 3% of Contractor's current costs directly related to the provision of Applications under this Agreement.

F. Administrative offender communication support

i. The contractor shall provide administrative offender communication support as follows:

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a. Four (4) dedicated onsite administrators to assist in managing the Securus Call Platform (SCP), JP6 Unity tablets, and all network equipment. Tasks include managing PIN/PAN administration, monitoring all open trouble tickets, and performing weekly walk through with onsite employees to ensure all equipment works as intended. Onsite administrators also manage inventory of the Securus wireless devices and will train and assist Correctional Officers on the use and operation.

b. The Communication Center application on Incarcerated individuals' JP6 Unity tablets to submit support tickets and ask basic questions. If an individual is having issues with their tablet, they can submit a support request/ticket. After a ticket is submitted, a service representative will run diagnostics to identify, analyze, and solve the issue. Most software issues can be resolved remotely. If the issue cannot be resolved, then the incarcerated individual would be eligible for a replacement tablet. Securus will maintain an inventory of spare tablets at each facility.

G. Employment for Qualified Offender as follows:

i. The contractor shall establish a program to utilize offenders for select roles that do not conflict with the safety and security of CDOC or consumers. Offenders shall receive the applicable yearly federal minimum wage (i.e. $7.25/hr. in 2022).

H. Provide all cabling and electronic devices

i. The contractor shall provide a turnkey solution providing all wiring, cabling, wireless access points, servers, firewalls, routers, switches, terminals, and telephones, installation, maintenance, and replacement equipment, batteries and all sundry supplies. All firmware and software updates shall be provided at no cost, and automatically delivered, with prior notification to CDOC, and without involvement from CDOC

4. WORK AREA PREPARATION

A. Prior to commencement of work, the contractor shall ensure that:

i. Arrangements have been made for disposal of waste materials in accordance with the Statement of Work (SOW).

ii. All tools, equipment and materials shall be on hand.

iii. Applicable worker training has been completed and required documentation provided to the onsite CDOC authorized representative.

iv. Job Sites shall be cleaned every day.

v. The contractor shall ensure that any and all equipment that is taken out of service is removed and disposed of at the Contractor's expense.

vi. The Contractor has responsibility for the security of all equipment(s), including storage during installation. The Contractor shall provide storage space outside of the cognizant jobsite(s).

vii. SOW requirements shall be performed in accordance with manufactures' recommendations and with all current local codes, regulations, and installation guidelines.

B. Asbestos

i. The contractor shall immediately notify CDOC of the discovery of asbestos in any facility. All remediation work shall be performed by a separate and independent Contractor specifically licensed and/or certified to perform asbestos remediation.

C. Securing of tools

i. Contractor shall adhere to all CDOC policies and procedures regarding tools control. 0300_09_04152021.pdf

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a. It is the Contractor's responsibility to ensure incarcerated individuals do not gain or have access to any tools or equipment brought in by Contractor personnel and/or its subcontractor personnel.

D. Health and Safety Standards

i. The Contractor shall comply with all applicable federal, state and local expectations for protecting the safety of the Contractors employees, building occupants, and the environment.

ii. The Contractor shall comply with all Federal, State and Local Health and Safety Standards, rules and regulations.

5. CONTRACTOR SERVICES

A. Contractor Services

i. The Contractor shall have direct oversight, be responsible for and monitor the performance of all Contractor staff performing services under this Contract. The authorized CDOC staff shall provide security for the Contractors employees and agents consistent with the security provided at all CDOC facilities.

ii. The Contractor shall designate a single point of contact to be the liaison for state information technology staff to handle day-to-day operations.

iii. The Contractor shall identify and define their key full-time positions supporting the CDOC inmate Telephone Systems (ITS).

iv. The Contractor shall be responsible for all expenses incurred for travel, including transportation, and meals incurred on behalf of Contractors staff positions.

v. Additionally, the Contractor's staff shall liaise with and maintain a good working relationship with CDOC staff and other providers working with the CDOC.

vi. The contractor shall install and maintain offender telecommunications systems and develop installation and cut-over procedures that minimize disruptions and errors and maximize customer satisfaction.

vii. The contractor shall develop and provide an implementation plan that includes all of the required components for successful turnkey installations of all equipment, facilities, and connectivity for offender telecommunications services.

a. The project plan identifies the deployment of specific technologies under a phased-in schedule that delivers efficiencies where the CDOC needs efficiencies first. The contractor shall provide a preliminary implementation plan that transitions/replaces all offender telecommunications services/equipment to conform to contractually agreed deadlines/requirements. This includes complete, turn-key installation of all hardware, software, and configurations for the offender telecommunications system(s) and the installation of facilities equipment(s).

b. The contractor shall provide CDOC a final implementation plan within 10 days of contract award.

c. The contractor shall provide CDOC a final project plan and timetables to coordinate equipment deliveries and facility access schedules. The final project plan shall be provided to CDOC within 10 days of contract award.

d. When each facility transitions to the NextGen Secure Communications PlatformTM (NextGen SCPTM), the contractor shall review the quality checklists with the CDOC

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team for verification/validation. Any issues identified by either party are expected to be remedied as soon as possible.

e. The contractor shall attend weekly meetings with CDOC authorized personnel.

f. The contractor shall coordinate with CDOC to identify key stakeholders and primary points of contact to define roles and responsibilities for the contract period of performance.

g. The contractor shall establish regular meeting forums and communication protocols that accommodate the requirements of the CDOC team.

h. The contractor shall provide weekly installation progress reports. The reports shall include updates on all active, completed, and pending installation activities.

viii. The Contractor shall guarantee all equipment is compatible to the best industrial standards and functions as designed after installation.

ix. The Contractor shall guarantee workmanship, for a period of twelve (12) months from the date of installation.

x. The contractor shall provide maintenance, repairs, service, upgrades and replacement throughout the contract's period of performance.

xi. The contractor shall be required to perform work after normal business hours (8am-5pm); however, it is anticipated that the majority of efforts shall be completed during normal business hours.

B. Escalation Procedures During Repair Service

i. The contractor shall provide escalation procedures to address inadequate response to service calls, frequent repetition of the same service problem, inadequate repairs to inmate Telephone Systems (ITS)., etc. These described procedures shall include the name and title of service and management personnel as well as criteria for service escalation to a certain “level” within the contractor’s organization.

ii. The Technical Service Center (TSC) shall utilize a call distribution system to automatically manage the flow of inbound customer calls, routing calls directly to the support technicians in a skill based, platform specific manner. The contractor shall establish response times and service level agreements that accomplish the key objective of providing timely resolution to each request.

a. Upon contact from an authorized CDOC facility representative, each service request is assigned one (1) of three (3) initial priority levels, each with its own resolution and escalation timelines. Every effort shall be made to resolve the problem remotely within the designated timeframes. If the service request does not have the capability to be resolved remotely, a field service technician shall be dispatched to the designated facility, in order to expedite resolution.

iii. The TSC shall utilize an event tracking system that logs, tracks, manages, and assures appropriate response to all service requests. The service request generates a trouble ticket with

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priority level assignment which drives diagnosis and response processes. The TSC retains ownership of all service requests and is responsible for the escalation and update functions.

iv. When an authorized CDOC facility representative contacts the contractor, an event tracking system assigns a trouble ticket, with one of three initial priority levels—P1, P2, or P3. Each level is designed to address specific system events and has a prescribed resolution timeline and escalation procedure. In all cases, Technical Support shall respond to the customer within the required timeframe.

v. Updated contact names and telephone numbers of the service and management positions listed/described in the escalation procedures shall be made available to the authorized CDOC staff immediately upon request and/or as changes occur.

C. The contractor shall provide for an external audit of services on an annual basis by an independent auditing firm verifying the Contractors timing and billing systems shall be accurate and capture all calls. Selection of the independent auditing firm shall be subject to CDOC approval. The staff that performs the audit shall be subject to background checks in advance of entering CDOC facilities.

i. The contractor shall provide for an external audit of contracted services, on an annual basis by an independent auditing firm—subject to CDOC approval—verifying the contractor' timing and billing systems shall be accurate, and that they capture all calls.

6. WARRANTY INFORMATION

A. Contractor shall provide all warranty information to CDOC for all goods and services.

i. All equipment(s) the contractor provides shall be corrections-grade hardware and backed by standard manufacturers' warranties. The contractor shall coordinate and facilitate all warranty claims and services. Notwithstanding these warranties, the contractor shall repair, replace, and update all equipment and software during the contract to maintain efficient operation of all systems at no cost to the CDOC.

ii. The contractor shall assume all responsibility for repair and replacement of all equipment(s) for the period of performance of this contract, with the exception of tablets, which come with a one-year warranty against physical defects. Notwithstanding the foregoing, Contractor is not responsible for any repair, maintenance, replacement or other costs associated with damage due to destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage ("Breakage"), and CDOC shall be responsible for the cost of such Breakage, including, but not limited to replacement costs. CDOC agrees to promptly notify Contractor in writing after discovering any damage due to Breakage. Contractor will have no obligation to repair or maintain such hardware or software, if the Applications are, without Contractor's knowledge and approval, interfaced with other devices or software owned or used by CDOC or a third party, or if the Applications are otherwise damaged as a result of CDOC's actions.

B. Contractor provided equipment(s) shall have a minimum one (1) year warranty that it is free from defects in material and workmanship. If defects shall be identified, the Contractor shall repair or replace defective parts promptly on a like-for-like basis without additional cost to the offender. Any and all items failing during the warranty period shall be replaced promptly free of charge. Significant failure shall be determined by the Contract Monitor. The Contractor shall be responsible for all equipment throughout the period of performance of the contract regardless of manufacturer's warranty.

7. DOCUMENTATION

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A. The contractor shall provide CDOC detailed technical system documentation, detailed system design specifications, update blueprints appropriately, provide red line drawings, descriptions of all provided kiosk/tablet hardware and software, operating instructions, footprints, power and environmental requirements, model numbers, makes, serial numbers, electrical and grounding expectations, temperature and humidity ranges, software components and features, etc.

8. INTERFACE, TECHNICAL, SECURITY FOR ALL DATA

The contractor shall submit a data sharing agreement, within 30 days, after the award of contract.

9. QUALITY ASSURANCE PROGRAM

The Contractor shall develop and monitor quality metrics and implement corrective action plans for any variance. The metrics shall be included in the Contractors Quality Control Plan.

A. Quality Control Plan

The Contractor shall draft a Quality Control Plan, for CDOC approval, within 30 days, after the award of contract, at a minim to include:

i. Provisioning: After customer provisioning is complete, the contractor technicians submit a quality control review to the Engineer, Project Manager, and Account Manager for the project.

ii. Pre-Installation: While on-site, the contractor Field Service Technicians complete a checklist to ensure that the physical installation characteristics meet or exceed the contractor standards.

iii. Equipment Testing/Functional Validation: Technicians complete test call scenarios and phone labels, call durations, on/off times, administrative terminals, and verify other customer configurations.

iv. Acceptance: The contractor Project Team provides copies of all quality control documents, equipment inventory records, and network diagrams. The contractor Project Team shall host a review of these documents with CDOC.

v. Employ an internal audit team that constantly reviews and audits the systems and security procedures and verifies the performance compared to the standards.

10. STANDARD OPERATING PROCEDURES (SOP)

The contractor shall provide Documented standard operating processes and procedures (SOP) for services provided to meet contract performance, within 30 days after the date of contract award. SOPs shall ensure consistency, measurability, and accountability throughout the process with specific groups assigned to each activity throughout the duration of the contract.

A. The Contractors Standard Operating Procedures shall include but not be limited to:

i. Definitions of processes, services, and products

ii. Prerequisites in software, hardware, and capacity

iii. Project summaries to ensure uniform understanding

iv. Identification of departments and roles who shall be critical to meeting the requirements

v. Step by step descriptions of processes and materials

vi. Review and status checkpoints

vii. Checklists to verify full completion and compliance.

B. The Contractors standard operating procedures and processes for ensuring that data reported, shall include but not be limited to:

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i. Confidential: All findings shall be treated as confidential,

ii. Accurate: The data is correct,

iii. Reliable: The methods by which data is collected and analyzed remain stable over time.

iv. Complete: The data does not have missing values or missing data records,

v. Timely: The data is up to date,

vi. Consistent: The data has the expected format and shall be cross referenced with the same results.

11. CHANGE MANAGEMENT PROGRAM MANAGEMENT PLAN

The contractor shall develop and provide a Change Management Program Plan to ensure that correct processes and procedures shall be followed. Describe the Contractors change management program, processes, and procedures, and how its level of effort is determined for implementing Change Requests.

A. The Contractors standard operating procedures and processes for ensuring that data reported, shall include but not be limited to:

B. The version number utilized as a unique identifier that always aligns with the software release build for a given deployment.

C. A description of the change shall vary based on the business requirements provided by the team requesting the change.

D. For change initiations, back- end changes shall be primarily requested and initiated by the Account Management and Product teams, although may originate from within the IT Department, depending on the solution being implemented. This same process applies for the person(s) requesting the change.

E. Creation of the change may be driven by the IT Department; the tactical deployment of the change, as well as the date and time of the change, is managed through the Network Operations Center (NOC).

12. INSPECTION AND AUDIT SYSTEMS

The Contractor shall provide and maintain Contractor inspection and audit systems for services provided to meet contract performance deliverables:

A. Audit & Activity Tracking Procedures:

i. Log CDOC user activities for investigative purposes shall consist of:

a. The NextGen SCPTM audit and tracking feature shall be accessed by specified site administrators only or by site personnel with authorized security credentials.

b. NextGen SCP gives 24x7x365 access to all systems including reporting functions, recordings, live call/video session monitoring, and all configuration settings.

B. The contractor shall utilize NextGen SCP Audit and Tracking Feature Logs Activity consisting of:

i. System access, such as user login time and user activity duration

a. Recording access, such as recording playback and associated user
b. Communication activity
c. Searches
d. Webpage visits
e. Data change, such as changes to personal allowed number (PAN) lists, custody accounts, global list entries, and security permissions

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C. The contractor shall utilize Oracle for its database file structure. Oracle Database shall deliver economies of scale on easily managed grids, making it easier to:

i. Reduce downtime with maximum availability

ii. Partition and compress data to run queries faster

iii. Securely protect and audit data, and enable total recall of data

iv. Make productive use of standby resources

D. Oracle shall simplify the process of linking data in multiple tablets as a key feature of a relational database management system or RDBMS. Storing data in multiple tablets enables CDOC to define relationships between the tablets, as well as the applications that feed information to those tablets.

E. The contractor shall utilize Oracle to allow NextGen SCP to link the call data to multiple tables in order to maintain consistency between tablets, ensuring that the data among related tablets shall be correctly matched to maintain referential integrity. Oracle shall support all standard relational data types, as well as native storage of XML, Text, Documents, Images, Audio, Video and Location data. Access to data shall be via standard interfaces such as SQL, JDBC, SQLJ, ODBC, .NET, OLE, .NET, and ODP .NET, SQL/XML and XQuery and WebDAV.

F. Data Reports: Authorized CDOC staff shall have the capability to generate reports in order to spot trends through the NextGen SCP user interface. NextGen SCPTM retains communication detail records on all communication attempts and events. Authorized users shall have the capability to quickly run reports to spot calling trends, assess monitoring efforts, investigate suspicious activities, and manage phone/terminal usage.

G. CDOC users shall have the capability to customize reports by changing search criteria such as date, time, offender identifier, dialed number (calls), visitor contact number (video visitation), destination, termination reason, and much more.

H. Advanced Search capability, Calls Section Spotting Trends capability. The contractor' THREADS platform shall help CDOC staff identify trends that could pose a security threat to other offenders, staff, and facilities. Through the contractor' data analytics platform— THREADS—facility data shall be automatically ingested the moment THREADS is enabled.

I. CDOC personnel shall have the capability to import and analyze additional external data resources in order to build an investigation, without the purchase of any additional equipment, and it shall be managed remotely at any time through an assigned Web-based facility portal that CDOC shall have access to the data remotely from any location that provides Internet access. THREADS provide the following types of reports:

i. Statistical Reports:

a. Statistical analysis includes basic reports to start the investigation. This includes all occurrences of a phone number or a bounce list of numbers in the database and the most frequently called numbers by an offender or person.
b. Identify everywhere a phone number occurs in the database, such as calls, SMS, phonebook, and BNA. This analysis shall be run with a bounce list.
c. Identify an offender as a potential owner of a device.
d. Identify the phone numbers that an offender or person calls with the highest frequency.
e. Identify all phone numbers associated with an offender or person including all calls, SMS, emails, and phonebook contacts. A bounce list shall be generated from this report.
f. Identify all communication details (calls, SMS and emails) between 2 or more targets or groups of targets. This report produces a CSV file for download.
g. Communication Activity Summary

ii. Linkage Analysis and Linkage Reports

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CDOC will be provided Linkage Analysis and Linkage Analysis Reports on a monthly basis. Linkage Analysis shall demonstrate how offenders and people shall be related. All the reports in this section generate graphical results that explore the relationships. Users shall generate a linkage chart that identifies:

a. A target(s) relationships based on user-selected connection types, such as calls, financials, visitation, etc.
b. Connections between two selected targets or two sets of targets based on user-selected connection types, such as calls, financials, visitation, etc.
c. Connections between two or more targets based on user-selected connection types, such as calls, financials, visitation, etc.
d. Direct relationships between selected targets based solely on phone calls

iii. Working Group Reports

CDOC will be provided Working Group Reports on a monthly basis. Working Group analysis shall utilize a person's communication behavior and calling patterns to identify phone numbers and people of interest.

a. Identify a target's "working group" or inner-circle based on their communication patterns. This report is a graphical linkage chart.
b. Display a target's inner circle changes over a predetermined time
c. Show communication sequences where a target calls two or more numbers in a pattern
d. Identify communication patterns—such as two or more of the same sequence—and when they occurred
e. Find a target's chain of calls. A chain is a series of calls triggered by the previous call in the chain. This report requires imported phone calls from outside the facility.
f. Identify the most-likely boss in an organization based on chain analysis. This report requires imported phone calls from outside of the facility.

iv. CDOC shall be provided a Correlation Analysis Report on a monthly basis.

Correlation analysis identifies common contacts and phone numbers between offenders, persons, and workspaces. Through correlation reporting, investigators shall have the capability to identify common contacts between offenders as well as fraternization between offenders and facility staff.

a. Find any common communications between offenders, persons, or groups of targets
b. Identify potential three-way calls between offenders
c. Discover common phone numbers between two workspaces

v. Time-Based Analysis Report

CDOC shall be provided Time-Based Analysis Reports on a monthly basis.
Time-based analysis provides reports based on the timing and frequency of an offender's or other person's communications. Determines when communications shall be frequently taking place and identifies periods of time where communication shall be not taking place. These gaps in communication shall indicate behavioral changes as well as cell phone usage.

a. Identify holes or gaps in an offender's or person's communication activity
b. Display a set of phone numbers that a person called if communications stop with one phone number and starts communication with a different phone number within a close proximity of time. This might indicate a change of phone number or an organizational shift.
c. Identify if two or more phones shall be being used at overlapping times. If there is a significant time overlap, it could indicate that the phones shall be being used by different people.
d. Generate a graphical timeline of any activity—such as communication, association, financial transactions, etc.—that includes a date and time.

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vi. Financial Analysis Report

CDOC shall be provided Financial Analysis Reports on a monthly basis. Financial analysis identifies correlations between offenders and people based on the funding of an offender's accounts.

a. Identify offender financial accounts with multiple funding resources
b. Identify and list financial transactions of interest for a set of targets

vii. Efficient Automated Reports

CDOC shall be provided Efficient Automated Reports on a specified as needed basis. When key information is gathered, investigators shall determine where all of that data shall take part in the time-consuming method of analysis. Reports shall be scheduled to take place daily, weekly, or monthly. Through this automated reporting process, users receive notifications regarding the data they use at the time frames they select.

viii. Managed Data Analytics

The contractor shall provide the services of Guarded Exchange to import and filter data and provide the investigative leads for Risk Mitigation and Proactive Monitoring/Auditing as follows:

a. The contractor Network Operations Center (NOC) continuously shall monitor all data centers, infrastructure components, platform systems, and network/communication systems using a suite of network performance shall monitor
b. The program shall be highly configurable to provide real-time monitoring, event notification, alert history, and statistical information. An alarm condition creates immediate visual alerts and email notifications.
c. The contractor NOC shall monitor real-time video surveillance and environmental alerts for the contractor data centers. In the event there is an issue at the contractor Network Operations Center, the contractor maintains a fully redundant backup Network Operations Center at a separate physical location.
d. The contractor Technical Support Team shall monitor all facility-based equipment and connectivity 24x7x365 including firewalls, integrated access devices (IADs), visitation phone monitoring (VPM) units, routers, switches, on-site systems, wireless access points, user interfacing kiosks and terminals, and uninterrupted power supply (UPS) systems.
e. The contractor Technical Support Team shall monitor all facility-based equipment and connectivity 24x7x365 including firewalls, integrated access devices (IADs), visitation phone monitoring (VPM) units, routers, switches, on-site systems, wireless access points, user interfacing kiosks and terminals, and uninterrupted power supply (UPS) systems.
f. The contractor Technical Support Team shall poll every two (2) minutes and their vital operating statistics sent every 10 minutes. In addition to real-time monitoring and alerting, the contractor Technical Support Team shall leverage the network performance monitoring system to gather and evaluate historical data for network alerts, bandwidth usage, packet loss, and hardware performance. This ongoing, proactive, in-depth analysis of the systems' performance enables the Technical Support Team to prevent and mitigate facility issues.
g. Data storage redundancy is a key component of the contractor' Risk Mitigation and Disaster Recovery Plan.
    - The contractor shall maintain two data centers in geographically diverse locations. The data centers shall be designed to withstand worst-case events and maintain 99.995% availability.
    - The contractor' data centers shall meet or exceed the Telecommunications Industry Association's (TIA) standard number 942 for Tier III, with some Tier IV (highest level) attributes, for data centers including:
        - ability to withstand a 96-hthe power event

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- multi-layer physical security
- multiple power delivery paths
- Each data center has redundant uninterrupted powersystems, N+1 generator redundancy, and N+1 cooling redundancy. All systems and network equipment have redundant power paths.

- Multiple telecommunications carriers shall serve each data center for load balancing and path diversity.
- The contractor' data centers shall be staffed 24x7x365 for immediate physical assistance inside the data center.

13. NON-CONFORMANCE IN SERVICES

The contractor shall identify Non-conformance, and the impact of non-conformance occurrence to the Contract, through the Network Operations Center and through tickets opened by authorized personnel, identifying con-conformances to be addressed. These processes shall be as follow:

A. The NOC and TSC shall be under the Operations Organization Network Operations Center (NOC) technicians continuously monitor and control all Hardware, Software, and system performance, including the ability to reboot kiosks remotely. Allowing dedicated personnel to diagnose and resolve issues. If the NOC is unable to remotely resolve a software issue, technicians may be dispatched to conduct onsite repairs. If the team detects that a larger fix is required, the contractor collaborates with the account manager and field technicians to resolve the issue.

B. All application and software updates shall be loaded onto field equipment remotely. These upgrades shall be vetted by a Change Control Committee, then subject to a rigorous testing phase before being released into the field. JPay shall monitor and manage the entire process remotely, allowing for zero impact on resources.

14. CONTINOUS MONITORING

The contractor shall continuously monitor all data centers, infrastructure components, platform systems, and communications services using a suite of network performance. The performance monitor shall be highly configurable to provide real-time monitoring, event notification, alert history and statistical information.

A. An alarm condition creates immediate visual alerts and email notifications.

B. The contractor Network Operations Center (NOC) provides 24x7x365 monitoring and proactively shall monitor the systems to ensure performance is optimal and uninterrupted.

C. In addition to system and network-level monitoring, the NOC shall monitor real-time video surveillance and environmental alerts for the data centers.

D. The contractor shall maintain a fully redundant backup NOC at a separate physical location, should services be disrupted at the primary location.

i. The contractor Primary Network Operations Center Premise Equipment

a. The contractor Technical Support team provides 24x7x365 monitoring of all facility-based equipment and directly supports facility installations via telephone and email. Technical Support shall monitor connectivity for all installations and all installed equipment. The systems shall be polled every two minutes to ensure proper operation, and their vital operating statistics sent every 10 minutes. Upon receiving an alert indicating network failure, the contractor shall open a trouble ticket with the appropriate circuit provider.

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b. In addition to real-time monitoring and alerting, the contractor Technical Support shall leverage the network performance monitor to gather and evaluate historical data for network alerts, bandwidth usage, packet loss, and hardware performance. The detailed level of monitoring available via the network performance monitor allows the Technical Support group to take proactive steps to prevent or mitigate facility outages and to ensure the correct resources shall be engaged if dispatch is necessary. Ticketing process for service and Non-Conformance is centralized management of all technical support.

c. The TSC provides a single-point-of-contact for the contractor customers for issues ranging from minor maintenance issues to service outages. CDOC shall contact the TSC 24x7x365 by any of the following convenient methods:

- Telephone – 866-558-2323
- E-Mail – technical support@The contractortech.net
- Fax – 800-368-3168
- Web portal - http://www.The contractortech.net/facility/Default.asp
- The technical service center shall provide the following services:
  - Technical support and field dispatch 24x7x365
  - Fully trained staff of support professionals to answer calls
  - Trained professionals to provide quick problem resolution and a higher level of customer service
  - Service event tracking to drive resolutions
  - Prioritized calls and analyzed reports to ensure achievement of Service Level Agreements
  - Certified technicians to provide quick problem resolution
  - System and individual site connectivity monitored 24x7x365

15. SERVICE LEVELS

When an authorized CDOC representative contacts the contractor from a facility, the contractor shall implement an event tracking system that assigns a trouble ticket, with one (1) of three (3) initial priority levels—P1, P2, or P3. Each level is designed to address specific system events and has a prescribed resolution timeline and escalation procedure. In all cases, Technical Support shall respond to the customer within the required timeframe.

A. Priority 1 Service Level

A Priority 1 (P1) assignment—the highest priority assignment—occurs when a system event adversely affects 30 percent or more of system functionality. Examples of P1 Service assignments include:

i. Voice prompts not operating
ii. Features shall be not operating appropriately
iii. CD-burning abilities disabled
iv. Live call monitoring is not operating appropriately
v. NextGen SCP access denied
vi. All phones out-of-service

B. The response time for a P1 event is two (2) hours. If a dispatch is not required, the contractor notifies the facility upon issue resolution. If a dispatch is required, the contractor contacts the facility and provides an estimated time of arrival.

C. A P1 events escalate to:

i. Technical Support Department
ii. Technical Support Manager
iii. Technical Support Director
iv. Regional Field Manager

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v. Executive Director of Service

D. If the problem resolution is delayed, escalation procedures within the contractor Management Team shall be activated to ensure appropriate resources shall be allocated to resolve the problem.

E. Priority 2 Service Level

A Priority 2 (P2) assignment—the mid-level priority assignment—occurs when a system event adversely affects five (5) to 29 percent of system functionality. Examples of a P2 service assignment include problems or errors with related to:

i. Workstation
ii. Specific system ports
iii. Local Exchange Carrier (LEC) circuits
iv. Unblocks
v. Blocked numbers
vi. Missing call detail records (CDRs)
vii. Call searching

F. The response time for a P2 event is 24 hours. If a dispatch is not required, the contractor notifies the facility upon issue resolution. If a dispatch is required, the contractor contacts the facility and provides an estimated time of arrival. P2 events escalate to the Technical Support Department.

G. Priority 3 Service Level

A Priority 3 (P3) assignment—the lowest priority assignment—occurs when a system event adversely affects 5 percent or less of system functionality. System events adversely affecting some of available facility phones. Examples of P3 service assignments include:

i. Static on the phone
ii. A party's inability to hear
iii. An offender's inability to dial
iv. A broken phone
v. Non-functioning dial pad
vi. Non-functioning cutoff switches
vii. An inability to generate reports

H. The response time for a P3 event is 72 hours. If a dispatch is not required, the contractor notifies the facility upon issue resolution. If a dispatch is required, the contractor contacts the facility and provides an estimated time of arrival. P3 events escalate to the Technical Support Department.

I. Escalations: If a dispatch is not required, the contractor shall notify the facility upon issue resolution. If a dispatch is required, the contractor contacts the facility and provides an estimated time of arrival.

J. Centralized Services Operations Model

All The contractor services and operations shall be managed centrally, from the Service and Operations organization in Dallas, Texas. The Operations team's responsibility is supporting external customers, including Customer Service, Field Services, Installation and Engineering, and Technical Support. The Support Services team provides internal support services including Quality, Training and Customer Satisfaction, and Reporting and Analysis.

16. NON-CONFORMANCE IN EQUIPMENT

In conjunction with Para 16 above, Non-conformance of Services, above, the contractor shall provide/implement formal systems, when non-conformances in equipment hardware/software/interface services occur that adversely impact contract performance:

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A. The contractor shall notify CDOC when Non-conformance is identified through the Network Operations Center and through tickets opened by authorized personnel identifying non-conformances that need to be addressed. Very often, the NOC identifies issues before they shall be "symptomatic" to the customer and issues shall be often resolved in advance of a manifestation of the need for corrective action. Because support is 24/7/365, how long it takes to identify a non-conformance shall vary, depending on the specific circumstances. The ticketing process is described below.

i. The contractor shall utilize proprietary systems developed with the Corrections industry in mind. The contractor shall keep abreast of emerging technology and provide CDOC progressive solutions as they become known to the industry.

ii. The contractor shall serve CDOC from a single, contractor-owned, technology platform built from the ground up. Manage, service, and enhance the platform using only the contractor associates.

iii. The Technical Support Center (TSC) provides a single-point-of-contact for issues ranging from minor maintenance issues to service outages. CDOC shall contact the TSC 24x7x365. The technical service center shall provide the CDOC:

iv. Technical support and field dispatch 24x7x365

a. Fully trained staff of support professionals shall answer calls
b. Trained professionals shall provide quick problem resolution and a higher level of customer service
c. Service event tracking to drive resolutions
d. Prioritized calls and analyzed reports to ensure achievement of Service Level Agreements
e. Certified technicians shall provide quick problem resolution
f. System and individual site connectivity shall be monitored 24x7x365
g. The contractor shall conduct inspections and audits, taking corrective actions implemented for the duration of its contract

v. Annual audits shall be conducted by an independent accounting and auditing firm, which is regulated by the Security and Exchange Commission and ensures CDOC shall receive accurate and timely reporting and payments from the contractor. External financial audits to be conducted by Price Waterhouse Coopers (PWC).

vi. Records Retention Policy "Aventiv Technologies Records Retention and Disposal Policy", sets frameworks and criteria for retention and disposal of all records covered under the policy. This policy shall ensure that the contractor:

a. Meet legal standards
b. Properly manager use of electronic and physical storage space,
c. Properly dispose of outdated records

vii. The following terms are specifically defined to ensure consistent and legal treatment of all records and documents: Record, Active Record, Electronic Record, Inactive Record, and Personal Information.

viii. All records are to be maintained for specific periods of time, considering legal and/or other organizational requirements by trained personnel.

a. Implementing Records, Management Practices consistent with corporate policies.
b. Educating staff in records management policy.
c. Preserving records consistent with corporate policy
d. Properly disposing of inactive records at the end of applicable retention periods.
e. Protecting records against misuse, misplacement, damage, destruction, or theft.
f. Monitoring compliance with this policy.
g. The policy document includes an appendix assigning retention periods appropriate to the type of document.

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ix. All records pertaining to pending or ongoing subpoenas, known government investigations, lawsuits, etc., are protected from disposal, destruction, or removal in compliance with law and good faith best practices.

17. INSPECTION AND AUDIT REVIEW TEAMS

The contractor shall provide assistance to Review Teams during CDOC's inspections and audits while work is in process or complete. The contractor shall assist CDOC personnel in pulling a variety of reports, customizing reports, in documenting data required by the CDOC.

18. QUALITY CONTROL/CORRECTIVE ACTION PLAN

The contractor shall provide CDOC a Quality Control/Corrective Action Plan, no later than 30 days after the date of award of this contract, and 30 days before each extension to the contract.

19. EMERGENCY PREPAREDNESS

A. To support continuity of operations during an emergency, including a pandemic, the Contractor shall provide a Disaster Recovery Plan (DRP), no later than 30 days after the date of award of this contract, and 30 days before each extension to the contract. The DRP shall delineate maintaining operations for an extended period of time. The plan should describe the Contractors strategy for providing critical services to the state in the event of such an emergency and put contingencies in place to provide needed goods and services.

i. Disaster Recovery Plan shall be designed for rapid response with service and support in any circumstance.
ii. Prevent or minimize down-time and remove CDOC administrative burdens.
iii. The contractor shall attend to communications and technology while CDOC ensures care of CDOC population and facilities.
iv. Robust network architecture designed to mitigate issues before they occur
v. Field service team readily positioned close to CDOC facilities and on-call 24/7
vi. Provide a plan for escalating issues, adding resources, and recovering quickly
vii. If a natural disaster or other significant or adverse event occurs, CDOC shall have the full support of the contractor Network Operations Center, and the contractor's Technical Support Team. To include engineering resources, and the contractors Field Service Team, of over 290 personnel.
viii. Response operations shall begin as soon as personnel safety is assured, and all emergency recovery operations are prioritized by critical facilities and equipment locations. For situations that are expansive in nature, prioritize maximum-security sites and facilities with high offender phone usage.
ix. The contractor' Three-Tiered Approach to Disaster Response and Recovery
    a. Facility-Specific Emergency Response Checklists:
        - For every facility, the contractor shall develop an emergency response checklist to protect equipment and personnel in the event of an emergency.
        - Each checklist shall be coordinated with CDOC for consistency with CDOC policy and procedures.

B. System wide Disaster Response Plan

The contractor assists CDOC to declare emergencies for situations that are catastrophic and may impact a localized area or wide-spread region. Recovery plans are triaged based on the extent of impact and recovery operations may last a few hours, days, or weeks. The contractor shall prioritize recovery of premise-based equipment by facility type and equipment location. The contractor Local Recovery Team shall continue recovery operations until operations are restored. Retrospective reports are completed for all declared emergencies to advance our emergency recovery planning efforts for the future.

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C. The contractor shall provide a Foundation of Network and Equipment Preventative Measures. The contractor shall provide a network and infrastructure tested to withstand adverse conditions, minimize outages, and protect CDOC data. The contractor shall implement continuous improvement processes, providing CDOC with updates as they occur. The contractor shall stock CDOC facilities and our Field Service Team with spare parts. The contractor shall backup data at three (3) geographically diverse data centers and layer redundancy throughout each component of the network. Information is routed through geographically diverse and route-diverse network paths. The contractor shall monitor operations and communications 24x7x365. The contractor shall provide Risk Mitigation and Proactive Monitoring

D. The contractor shall prepare/provide CDOC with an emergency preparedness plan no later than 30 days after the date of award of this contract.

E. The contractor personnel shall meet with the CDOC twice a year to review the Emergency Preparedness Plan and develop contingency plans to take in local and current concerns.

20. DELIVERABLES. (ATTACHMENT's (C), and (D))

The contractor shall support the deliverables listed in Contract Deliverables and shall provide a plan of action and milestone (POA&M) for the implementation/distribution of the equipment(s).

21. PERFORMANCE MEASURES

A. The performance measures agreed to during negotiations and accepted by CDOC shall apply to the services provided under this contract.

B. At a minimum, the Contractor shall maintain the baseline rate for the performance measures.

C. The contract may be amended, in subsequent years, by mutual agreement of the parties to add additional performance measures to the Contract, amend existing performance measures, or discontinue performance measures where they are deemed to be no longer necessary.

D. The contractor understands that the contract may be amended, in subsequent years, by mutual agreement of the parties, to add additional performance measures to the Contract, amend existing performance measures, or discontinue performance measures where they are deemed to be no longer necessary.

22. PERFORMANCE MEASURE REPORTS

The Contractor shall submit a Performance Measures Report with their proposal, and
each quarter as required by section 6 of the contract, Reporting – Notification, paragraph

A. The contractor shall submit a quarterly Performance Measures Report that complies with the measurements and deliverable(s) requirements of the contract Statement of Work (SOW).

23. CORRECTIVE ACTION PLAN (CAP)

A. The Contractor shall prepare and implement a corrective action plan (CAP) within 30 calendar days for each metric that falls below the target or threshold.

B. CAPs shall be provided in a standardized format throughout the contract and specify the following information:

i. Compliance criteria
ii. Percent of compliance
iii. Specific description of deficiency
iv. Timeframe for corrective action
v. Owner responsible for corrective action

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vi. Completion date

24. KIOSKS

A. Kiosk Types

i. Turnkey Kiosks – all hardware and software and related services shall include but are not limited to locked down operating systems, security patches, remote monitoring and software upgrade, network security, application hosting on dedicated cloud services and secure data center.

B. Hardware Only Kiosk

i. The contractor shall provide all related hardware needed to implement the kiosk solution. The kiosk hardware, including screens, are designed for a corrections environment and shall be capable of supporting disabled offenders.
ii. The contractor shall provide all services for installations of Kiosk(s). If the contractor utilizes sub-contractor(s), the contractor shall manage the sub-contractor personnel and coordinate with the cognizant CDOC facility authorized personnel.

C. Kiosk Implementation

i. For purposes of implementing the services outlined in this agreement, a "kiosk" may constitute a fixed device mounted to the wall or other device(s) agreed to by the CDOC that contains the functionality outlined in this agreement.

25. KIOSK APPLICATIONS EMAIL/SECURE MESSAGING

A. The contractor shall provide electronic mail service, including restrictions of senders and receivers as follow:

i. The contractor shall provide eMessagingTM messaging platform
ii. The contractor shall provide facilitates electronic communication at no cost to CDOC
iii. The contractor shall increase investigative data and analysis with all digital review
iv. The contractor may implement existing facility network connectivity and hardware
v. The contractor shall implement measures to prevent offenders from sending messages to other offenders at CDOC facility or any other facility
vi. Upon approval of the CDOC, the contractor shall provide multiple optional packages to the offender, friends/family. i.e. eCard, photo, or video; Stamp; Snap n' SendTM; eCards; VideoGrams

26. KIOSK KEYWORD SEARCH CAPABILITIES ON BOTH INCOMING AND OUTGOING MESSAGES.

The contractor shall minimize time and maximize results with automated screening of messages.

A. The eMessaging Facility Portal shall allow CDOC to view and analyze the complete mail history of any sender. Intuitive reporting and views shall provide a complete message history by offender, and the ability to search messages by offender, family and friend, date, specific message, and word filter list.

B. The contractor shall retain all messages and photos that are retained for the contract period of performance, even if they are rejected or deleted by recipients.

i. Photo Review Portal, shall provide CDOC the capability to remove them (individually or as a group) from the message while allowing the message and acceptable photos to be delivered.
ii. Word Watch List filters shall automatically screen and flag for review all incoming and Outgoing messages that include a word on the CDOC Word Watch List. The flagged words shall appear in red at the top of the message for fast review. CDOC shall have the capability to modify the Word Watch List at any time to align with trends in coded speech phrases or

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buzzwords, review all communications from designated individuals in the CDOC population and/or their friends and family. CDOC may modify the Watch List at any time.

iii. EMessaging Suspension shall allow CDOC to stop all communications to any individual using the system with pop-up notifications alert senders if they are suspended or if the intended recipient is suspended. Each suspension and reactivation action for an offender shall be logged with staff name, date, and reason for the status change, suspensions may be modified at any time.

27. KIOSK KEYWORD SEARCH MAY BE EDITED AT ANY TIME.

CDOC authorized administrators shall have the capability to create, maintain, and modify keyword searches through Word Watch and Watch Lists via the admin portal.

28. KIOSK MANAGE EMAIL APPROVALS

CDOC shall have the capability of determining whether email approvals are managed at a facility level and/or State level in accordance with CDOC policy.

29. KIOSK INCOMING PHOTO MESSAGES/ATTACHMENTS

To ensure safety and security, the agency shall have the capability of reviewing and approving all photo messages received through Snap N' SendTM and E-messaging.

30. KIOSK SYSTEM REJECT/ACCEPT

The system shall allow for separate viewing of messages and photos as well as the ability to reject/accept any combination of messages and photos. CDOC shall be provided with the capability to customize some video message settings to meet policy requirements.

31. KIOSK INCOMING VIDEO MESSAGES/ATTACHMENTS

Family and friends shall have the capability to easily send a 30-second video to their incarcerated loved one through VideoGrams.

32. KIOSK SEPARATE VIEWING

System shall allow for separate viewing of messages and videos as well as the ability to reject/accept any combination of messages and videos. CDOC shall have the capability to allow for separate viewing as well as the ability to reject/accept any combination of messages and videos.

33. KIOSK STORABLE/ACCESSIBLE BY CDOC NETWORK

Offender email shall be storable by Contractor and accessible by the CDOC network. CDOC shall have the capability to access historical emails for the length of its contract with The contractor.

34. ZERO IMPACT ON THE CDOC NETWORK.

The contractor shall provide, install a contractor-owned and contractor-maintained network to support all the products and services. There shall be no impact to the CDOC network.
The contractor shall provide digital messaging services to create a downstream impact on the CDOC network, by reducing the amount of physical mail a facility receives.

35. IMPLEMENTATION PLAN

The contractor shall provide an implementation plan for data lines specific to individual facilities(s). The contractor shall provide all goods and services required for implementation of data lines, at no cost to CDOC. Should data line capabilities at the facility(s) be limited as a result of this implementation, the

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contractor shall perform corrective action to limit adverse impact. The contractor implementation plan shall be supported by the contractor owned and contractor-maintained network. Site profiles shall provide guidance to ensure no data lines shall be limited as a result of this implementation.

36. FILE SIZE LIMITATIONS

The contractor shall provide file size limitations as follow:

A. EMessaging – message length is configurable by the agency.

B. Attachments – system utilizes compression and/or conversion of the attachments.

C. Allow CDOC the ability to customize the length of emails and picture/ file attachment size based on their preferences to apply any desired messaging limitations.

37. ELECTRONIC VIEWING OF MESSAGES BY CDOC

Contractor shall provide both electronic viewing of messages and the ability for CDOC to print messages and photos. For printing, the Contractor shall supply printers and consumables including toner and paper at no additional cost.

A. The contractor' digital communication service emails shall have the capability to be viewed and accessed through a tablet or via the admin portal at any time.

B. The contractor shall provide one (1) printer per facility, at no additional cost. This printer and contractor provided toner and paper is reserved for the printing of messages rendered from the contractor services only.

38. PRINTER's, SUPPLIES, INVENTORY AND STORAGE

Contractor shall describe the process for CDOC for inventory, storage and ordering of printer supplies. The contractor shall coordinate with authorized CDOC personnel, at each facility, to incorporate the inventory, storage, and ordering of printing supplies.

39. RECYCLING PLAN

Contractor shall submit a recycling plan on how the toner shall be recycled.
The contractor shall coordinate with authorized CDOC personnel, at each facility, to follow CDOC guidelines on toner recycling and ensure recycling policies and laws are followed. This plan shall be developed/implemented in conjunction with and final approved by CDOC personnel.

40. TRACK, RESEARCH AND INVESTIGATE MESSAGE HISTORY

The Contractor shall provide CDOC staff with the capability to track, research and investigate messaging history, by various factors including, but not limited to, send date, sender, recipient as follow:

A. Identify trends, investigate suspicious activities, and manage usage:

i. The NextGen SCP shall retain communication detail records on all communication attempts and events.
ii. NextGen SCP shall provide a report writer that provides investigative information based on the communication detail records.
iii. CDOC shall have the capability to search and analyze details on all communication events through NextGen SCP and run reports to identify communication trends, assess monitoring efforts, investigate suspicious activities, and manage phone/terminal usage.
iv. Custom and standard searches worth sharing: NextGen SCP shall provide standard reports with parameter fields that allow the user to define the information content of each report based on

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an extensive list of criteria options. CDOC also may create customized reports by changing search criteria.

v. CDOC shall have the capability to sort based on any of the communication event details. Then, with a single click, the data is exported to Excel, CSV (Comma Separated Values), or Adobe PDF format and may be saved, printed, or emailed to others.

vi. NextGen SCPTM Report Criteria Fields shall include:
   a. Date Range
   b. Identifier (ID, PIN, Name)
   c. Continuous Voice Identification
   d. Communication Type (Calls and Video)
   e. Communication Status (Complete or Incomplete)
   f. Prepaid Account Number
   g. Destination Number (Partial or Full Number Entry)
   h. Call Type
   i. Three-Way or Remote Call Forwarding Detected
   j. Watched Status
   k. Wireless Indicator
   l. Visitor and Visit Type (SVC)
   m. Visitor Contact Number
   n. Visitor Identifier (ID, Name, Email)
   o. Phone or Terminal Location
   p. Number Restriction and/or Status Assignment

vii. NextGen SCPTM Report Criteria Fields
   a. Broad Search with No Data Entry
   b. Suspected Fraudulent Call Activity
   c. Destination Zone (Local, Internet, Interstate, IntraLATA, International)

41. RESTRICT COMMUNICATION

The Contractor shall provide cutting-edge technology to restrict offender to offender communication based on state-of-the-art, ICER™, patent-pending, call-matching technology that identifies Offender to Offender communications even when it's between two different correctional facilities across the country.

A. ICER™, shall have the capability to place canteen orders on the ITS utilizing interactive voice recognition technology with the capability to automatically transfer data between a canteen management system and the Contractors system.

B. Offenders shall have the capability to place orders at the time and frequency needed, using Commissary Order by Phone.

C. The contractor shall provide a means for the offender to view commissary account balances Commissary account balances shall be provided by the commissary provider, who is tied into the agency trust/banking and they shall provide the current balance of funds.

42. VIDEO VISITATION

A. The contractor shall provide the capability of data transfer for video visitation as follows:

B. System shall be able to manage visits of various types (i.e., video, face-to- face, contact, etc.).

C. The contractor shall provide Video ConnectTM (SVC), on the ConnectUs platform, a web-based visual communication system that allows friends, family members, and attorneys to schedule and

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participate in video sessions with an offender—from anywhere with internet access— for remote video communications, using a smartphone, tablet, or PC with internet access.

D. System shall provide intelligent video visitation technology to reduce unwarranted visual images and explicit content. The contractor Background Privacy shall blue the background in a range of six (6) feet or so behind the participant on video sessions using facial detection (not facial recognition).

E. System shall allow the facility to manage visitation hours, time slots, scheduling and monitoring. The NextGen Secure Communications PlatformTM (NextGen SCPTM) calling services has an automated calling schedules feature that allows the system to enforce the scheduling policies of the facility without staff intervention. Calling schedules shall be utilized to turn on and off the phones during designated times throughout the day or night. Calling schedules shall be flexible and configurable allowing the facility to have multiple on and off times during the day, within a week and by day of the week and then be applied to individual telephones, groups of telephones, individual offenders and/or globally. Holiday overrides shall have the capability to be preset to accommodate anticipated exceptions to the set schedule.

F. Programmable calling schedules shall be responsive to and overridden by both the manual cut-off switches located within the facilities and the Call Settings Disconnect Rule.

G. The contractor's Securus Video Connect (SVC) SM system shall provide video visitation resolution rated up to 15 frames per second of high-quality video at 200+ Kbps.

H. The integrated calling services recording application shall operate independently, to record visitations, therefore, integration with a third-party is unnecessary. NextGen SCP writes all recorded calls to a Network Attached Storage array (NAS) in the contractor's primary Data Center. Each NAS array shall be replicated to the secondary Data Center for redundancy and failover. All recordings created on the platform reside in at least two of the contractor's Data Centers. Recordings are stored online for immediate access per contractual agreement. NextGen SCP shall have the capability to copy the recording and call detail information to a digital file that shall have the capability to be downloaded or transferred to CD or DVD for additional backup. The calling service records all calls simultaneously and allows personnel to listen to

I. Security of Call Recordings shall utilize Video recordings stored in the contractor' centralized Disaster-Resistant Carrier-Class Data. The Data Centers shall house commercial-grade, high-performance, managed video systems built to the latest technology standards. These centers shall manage all of the hardware and software controlling fraud detection, investigative features, session processing, session records, and actual recordings of sessions. The center shall be managed under the direct supervision and immediate hands-on maintenance by trained data center personnel. In addition, all equipment used to store recordings shall be monitored by the contractor' fully staffed Network Operations Center 24 hours a day, 7 days a week, and 365 days a year. The contractor shall record all video sessions to two separate Storage Appliances, using two separate connections to the different Appliances.

J. System shall have the ability for designated CDOC staff to monitor real-time visitation and terminate the visit as needed. The contractor shall provide Multi-Session Live Monitoring (MSM) through the NextGen Secure Communications PlatformTM (NextGen SCPTM). The contractor Video ConnectTM (SVC) service MSM allows facility administrators to view a "slideshow" of all active video sessions. Up to 12 simultaneous sessions shall have the capability to be seen on the screen at one time—more than any other video provider. If there are more than 12 active video sessions at one time, the system shall scroll through all active sessions, providing CDOC management and control over inappropriate and suspicious behavior.

K. Multi-Session Monitoring (MSM) Window. MSM streams multiple, in-progress video sessions to allow the authorized user to monitor multiple sessions at the same time, which is ideal for facilities with a centralized monitoring room with multiple concurrent live visits. CDOC shall have the capability to configure the parameters to view all live visits according to their access credentials and

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preferences & generate communication reports on all of the contractor Video ConnectTM (SVC) events through the NextGen Secure Communications PlatformTM (NextGen SCPTM) user interface. CDOC users shall have the capability to perform a dynamic search using the single-input omnibox or an advanced search. The available parameters shall include:

i. Visit type
ii. Visitor type
iii. Offender terminal group or individual terminal
iv. Visitor terminal group or individual terminal. System shall provide video visitation technology to access recording, detailed reports, scheduled offender visits, etc.

L. The contractor shall provide the capability for searching via Advanced Search for SVC Communication Records and events. NextGen SCP shall present the search results in a way that if further action is required from the same page, it further refines search results, download recordings or data, or export report results without navigating away from the search results page. The contractor shall provide Video ConnectSM Communication Detail Report Communications with detailed results. The format shall have the capability to be exported to CSV, PDF, or Excel.

43. VIDEO RELAY SERVICE (VRS) FOR HEARING IMPAIRED

System shall include Video Relay Service (VRS) separate from video visitation for hearing impaired/offenders. Capabilities for video visitation shall include, but not be restricted to:

A. The contractor shall utilize ZVRS/Purple for our VRS solution.

B. VRS shall be fully integrated into the contractor's platform.

C. The high level of integration between the contractor VRS and NextGen SCP shall provide hearing impaired offenders with "equal access" to communication services while providing CDOC the ability to provide, manage, and investigate offender VRS calls in a manner consistent with traditional offender calls.

D. The contractor VRS system shall support both types of VRS Calls:

i. Offender VRS Phone to VRS Phone:
ii. Offender VRS Phone to Standard Non-Video Phone:
iii. Offender VRS call to F&F VRS Device
iv. Offender VRS Call to Non VRS Phone Number
v. The contractor shall provide VRS Allowed settings on the offenders VRS Device to control offender authorized to place VRS Calls. Authorized CDOC users shall have the capability to set whether an offender is eligible to use VRS from the offender custody account profile page. CDOC, authorized personnel, shall hold the capability of configuring the contractor VRS application to require offender login.
vi. Call Controls for VRS shall be fully integrated within the NextGen SCP network, allowing for standard NextGen SCP policies, such as PAN list control, call recording, time limits, remote printing of the call contents, redial prevention, and more. The contractor VRS highly leverages the standard offender call management control structures used by NextGen SCP for traditional offender calls, including the following:
    a. Calling Schedules
    b. Max Call Duration controls
    c. Calling Restrictions
    d. Calling Velocity
    e. Specific called party phone number controls both globally and on offender PAN lists
    f. Control over which calls to record
vii. VRS Call Monitoring and Recording
    The nature of our relationship with Purple, along with the proprietary integration of technologies, allows NextGen SCP to record VRS calls while still remaining compliant with

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FCC regulations. If a VRS call is in progress, the GDC user shall be able to click and see the video call in progress. NextGen SCP, call recordings shall be searchable within the platform and shall appear in the Call Detail Record. The contractor VRS call recordings shall include the visual component of the offender call for both the offender and the other end of the video portion of the VRS call.

44. INTERFACE/INTEGRATE KIOSK FOR PLACING VRS CALLS.

A. The contractor VRS shall operate through the ConnectUs interface on the standard wall-mounted offender kiosks. The contractor VRS shall be integrated with NextGen SCP to allow the CDOC to designate which offenders are allowed to place VRS calls. Offenders shall enter their designated offender ID and their calling PIN before placing a VRS call.

B. The contractor VRS shall be integrated with the NextGen SCP and automatically route VRS calls through a VRS interpreter for calls placed to a non-VRS registered phone number.

C. Allow offenders to choose English or other language speaking video relay interpreters.

45. VOICE CARRY OVER (VCO)

The contractor shall provide the option for Voice Carry Over (VCO).

A. When VCO is supported, the contractor VRS call recording shall include the audio component of the VRS call. The contractor shall provide an announcement to the called party/interpreter to inform the called party that the call is from a correctional facility and that they may be monitored and/or recorded.

B. Display an on-screen message to the offender that VRS calls may be monitored and recorded.

C. When participants join a visitation, a warning screen shall pop up advising that video calls may be monitored and recorded and shall require the participants to acknowledge the warning before the session shall have the capability to progress.

D. The contractor' NextGen Secure Communications PlatformTM (NextGen SCPTM) shall provide the capability to:

i. Prevent 3-way calls.
ii. Prevent incoming calls.
iii. Prevent 911 calls.
iv. Shall not display a call history or call log to offenders.
v. Have live monitoring of VRS calls.
vi. Record VRS calls.
vii. Americans with disability (ADA) shall have the capability to Sign Language (ASL), requiring visual communication, the automatic insertion of an ASL interpreter when needed, and adherence to FCC regulations that prohibit VRS service providers from interfering with or recording the communication.

46. **MUSIC:** The contractor shall provide subscription-based media and/or streaming music available for a reasonable fee. The CDOC and contractor shall work together to review/approve the fee structure for the streaming music model, as necessary, to account for changes in availability and/or pricing of certain content during the term of this agreement.

A. From the Media Store app on the Unity Tablet, offenders have access to over 35 million songs from several genres.

B. Offenders shall have the capability to search for their favorite artists, songs, and albums, and discover the latest music.

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C. Thirty (30) second previews are available so offenders shall have the capability to listen to a sample of the audio, before they buy it.

D. The contractor shall have the capability to provide both an ala carte purchase model and subscription-based music structure.

i. Music APP:
   a. The Music application allows offenders to listen to the music that they have purchased and downloaded from the contractor Media Store.
   b. Users shall have the capability to download their favorite tunes to their tablet and create a customizable playlist for more enjoyable listening.

ii. Music Subscriptions
   a. With The contractor' music subscription service, offenders have access to millions of tracks through a tiered subscription model for a recurring monthly cost.
   b. Several subscription package options are available to meet a variety of consumer preferences and budgets.

iii. Subscription- based streaming
   a. The contractor shall provide a large variety of titles and genres available for subscription-based streaming. The contractor shall provide a large selection of corrections appropriate, industry sanitized music with over 35 million tracks. The music catalog is updated daily and includes several genres such as Folk, Jazz, Blues, Rock, Alternative, Electronic, Dance, Music from Soundtracks, Classical, R&B, Hip Hop, Gospel, Soul, World, Latin Country, and Reggae.

iv. Contractor shall customize the music catalog for approval by CDOC.
   a. The contractor shall work with CDOC personnel to remove music from the catalog, and music provided is suitable for the corrections environment.

v. Contractor shall provide download/data retrieval times.
   a. Downloads should be complete in as little as five seconds, but times are variable since they are dependent on wireless network load.
   b. Programs, movies, educational content, and games are accessed and downloaded to Unity Tablets from the contractor' Tier IV data centers. There are no bandwidth or location issues as there are when streaming from an outside internet service/source, and the security of the offender' access to data, sites, and information is protected by the firmware within the Unity Tablet.

E. Customer understands and acknowledges that premium music content is subject to availability and may change at Provider's discretion. Premium music content also may be subject to third-party licensing agreements with content providers.

47. CONTRACTOR'S THEFT PREVENTION FEATURES

A. All tablets on the contractor' Unity Platform shall be equipped with a custom lock screen that allows the CDOC to easily identify the device type and who it belongs to.

B. The lock screen shall have a screen that shall show the user's first name, last name, ID, customer name, housing location, time, date and the Wi-Fi strength and battery percentage.

C. Tablet content shall have the capability to only be accessed using the credentials of the offender to whom the device is assigned. Unity Tablets requires an offender to log-in prior to use with their

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personal unique account ID and PIN, which are the same credentials used to make phone calls or sign into other Unity Applications.

D. There is a limit on login attempts. If the predetermined number of attempts is exceeded, the tablet shall be locked for 10 minutes.

E. For all tablet and media transactions, the offender is required to input and confirm their credentials before the transaction may be completed.

F. The contractor Unity hardware is only functional within the correctional facility. In the event it was removed, it would no longer be functional and could not be accessed.

48. DISTRIBUTION RIGHTS FOR DIGITAL MEDIA

The Contractor shall have contractual rights to distribute digital media from major music labels or other entertainment fields to provide a reasonable volume of acceptable media content.

49. KIOSK TECHNICAL ENVIRONMENT

The Contractor shall provide its application(s) that shall run on an operating system, mutually agreed upon by the Contractor and the CDOC that is capable of being upgraded at no cost to the CDOC.

50. MAINTAIN STATE OF THE ART OPERATING SYSTEM

The contractor shall ensure all Tablets and kiosks are up-to-date with an operating system version no more than two versions removed from the vendor's current version provided it passes our hardware compatibility, security, and quality control standards. The contractor shall deliver software upgrades and systems updates to all customers multiple times per year with no downtime. The contractor’s updates shall keep pace with advances in technology and the evolving challenges in the corrections industry.
Securus’ proprietary Unity Operating System was custom designed and engineered specifically for use in the corrections environment. As the original equipment manufacturer (OEM) for our tablet operating system, we’re able to provide you with a safe, secure, and consumer-grade tablet user experience that offers corrections-appropriate content and is backed by industry best practice security standards. General features of the Securus Unity Operating System include:

A. Custom ROM (read-only memory)

B. Custom home screens

C. A selection of widgets

D. Network and security tailoring

E. Automations

F. Wireless application downloads

G. Storage and battery customization

Our unique Unity Operating System is loaded onto our specially developed, Android-based JP6S tablet. The rugged, corrections-grade JP6S tablet hardware offers a large memory, impact-resistant security glass, extended battery life, and superior system performance, allowing you to offer a long-term tablet solution to your incarcerated population.

51. TECHNICAL SUPPORT SERVICES

The Contractor shall provide following technical support services for all
hardware equipment and software for services provided including but not limited to:

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A. The contractor shall provide NextGen SCPTM software upgrades and systems updates to all customers three (3) to four (4) times per year with no downtime. Updates shall keep pace with advances in technology and the evolving challenges in the corrections industry. These software updates deliver new features and capabilities.

B. Minimize disruptions to communications and CDOC work: To deliver updates and perform maintenance events. CDOC shall be notified in advance of an upcoming system update; a notice of upcoming work is shown at login, and an announcement widget appears on the NextGen SCP dashboard with a link to summaries of upgrades and new features.

C. The contractor shall utilize a professional and formal approach to platform and process design that ensures quality software and functionality releases. Before release, all modifications to the platform undergo rigorous testing in a test environment.

D. System patch management: After system deployment, the contractor shall utilize the Patch Management Program to ensure that systems are updated with the latest patches.

E. The contractor shall utilize information technology (IT) best practices, industry standard quality measurement tools, and strict environmental controls ensure the highest system functionality and availability. The contractor development team shall utilize the Waterfall Software Development Lifecycle (SDLC) to ensure high-quality deliverables.

F. All The contractor hardware operates on regular 110-120 VAC, 60 Hz electrical power. All components are UL listed and compliant with FCC Part 15 or Part 68, as applicable.

52. KIOSK SUPPORT COMMUNICATION CONNECTIVITY

The contractor shall provide kiosks that accept any type of communications connectivity, whether it is cable, fiber, or wireless. The contractor shall install Ethernet cabling throughout the CDOC facility(s) when implementing a network, although the contractor shall work with the CDOC to accommodate other methods if needed.

53. KIOSK ENCLOSURE SPECIFICATIONS

The contractor shall provide a kiosk design to be of standalone style for inside/outside locations. The kiosk enclosure/housing needs to be self-contained, hardened, and secure. No crevices that shall have the capability to enable offenders to damage or spill into the enclosure and damage the kiosk. Kiosks shall withstand temperatures from -20 degrees to 110 degrees with up to 100% humidity.

A. The sPhone XL kiosk is standalone style for inside/outside locations. They are a correctional- facility grade, tamper-proof steel enclosure. The kiosk is a wall mounted unit equipped with a built-in shatter resistant touch screen, a high- resolution video camera with integrated lighting, and tamper-proof, heavy molded plastic handset with an armor-reinforced cord for audio communication, and surge protection. The kiosk does not have any crevices that shall have the capability to enable offenders to damage or spill into the enclosure and damage the kiosk.

B. The kiosk shall have multiple mounting methods for, which include wall, table pedestal, or cart. All mounting options utilize standard industry or better methods. Installation team shall perform site surveys and work with the CDOC facility(s) to design an optimal plan for mounting kiosks.

C. The kiosk hardware shall be contained within the kiosk's hardened steel casing, which uses heavy-duty hinges and security locks that are easily capable of withstanding use in a corrections environment, including tampering and attempted vandalism.

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D. Kiosks shall have floor and/or wall anchors. The Contractor shall ensure that each kiosk shall have the capability to be easily unsecured from the floor or the wall by authorized CDOC personnel.

E. The kiosk enclosure shall be of a neutral color and easily cleaned/sanitized. The kiosks shall be constructed of stainless-steel shells powder-coated a neutral gray color and are easily wiped clean using a damp cloth.

F. When/where applicable, the Contractor shall ensure that all openings are secured with detectors and Kiosk alarms, where entry might be forced.

G. The Contractor shall include battery replacement when required. Kiosks shall have sealed opening(s) for power and phone lines as needed.

H. The contractor shall provide kiosks that are Energy Star compliant and UL compliant.

I. The contractor shall provide kiosks that include a built-in LCD with hardened shatter resistant touch screen. The touch screen is UL-60950 and CSA 22.2 No. 60950 ball drop test compliant.

J. Touch screen monitors shall reduce the ability to read the kiosk screen when viewed from the side to prevent others from viewing displayed information. Kiosks shall have an integrated privacy screen built in to reduce visibility from the side of the screen. The privacy film is built into the screen so that offenders shall have the capability to not peel or be tampered with.

K. The contractor shall provide a variety of mounting options for persons with disabilities. The sPhone XL terminal, shall include wall mount, floor pedestal mount, booth or enclosure, flush mount, and outdoor weatherproofed mountings. The installation team shall mount the unit at varying heights to ensure there is sufficient approach, toe, and knee space, taking into consideration all possible reach ranges. The variety of mounting options along with the varying heights shall accommodate those with the need for accessibility for mobility impaired or wheelchairs. The sPhone XL kiosk shall have a movable camera. The standard version allows 30 degrees of variance on the vertical axis. If a greater variance angle is required, this shall be adjusted during installation. The contractor shall provide cordless phones, hands-free phones or telephones mounted on roll-around carts for incarcerated individuals with physical challenges, as a long-range plan for installation as technology allows and items become available.

L. Kiosks shall have a touch screen video display (optional, available if needed) monitor capable of displaying digitized photographs, graphics, and videos, etc.

54. KIOSK CONFIGURATION

A. The contractor shall ensure all kiosks are up-to-date with an operating system version no more than two versions removed from the vendor's current version. The contractor shall deliver software upgrades and systems updates to all customers three (3) to four (4) times per year with no downtime. The contractor provided updates to keep pace with advancement in technology and the evolving challenges in the corrections industry.

B. Kiosks shall have the capability to be enabled to require offender login to ensure ID security. Offenders create their own personal account for the ConnectUs kiosk, to include key information elements such as username and password, credentials, security questions, and offender photos

C. XL Terminal Technical Specifications shall apply.

D. Kiosks shall comply with the most up-to-date ADA standards for accessible design to ensure ease of access for individuals with disabilities.

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E. The ConnectUs operating system on all kiosks shall provide an "app store" environment where the applications available are customizable to allow for removal of company names or logos.

F. The contractor shall maintain the systems so that the agency does not have to reset the mouse/keyboard. The contractor has the ability to remotely reset any and all kiosks at the facility.

G. Contractor to detail remote management capabilities. To include, but not limited to the following:

i. Monitoring.
ii. Diagnostics.
iii. Error resolution.
iv. Software problem assistance.
v. Intelligence reporting.
vi. Application and software updates and upgrades; and
vii. Rebooting and controlling the remote kiosks from a central location.
viii. Remote management should be set through a security access designation

55. SECURITY GOVERNANCE AND CYBER-SECURITY FRAMEWORK

The contractor shall develop/provide a strong corporate Information Security Governance and Cyber-Security framework using the NIST guidelines, including 800.53 current version. Applications transmitting data across public networks support TLS 1.2 with AES-256 bit encryption. Sensitive data shall be encrypted both at rest and in motion. The contractor shall provide support for TLS encryption at the application network layer. All web sessions and services shall be conducted via HTTPS using AES 256-bit encryption. The contractor shall utilize a gold-class vendor-provided certificate service for external and internal SSL connections. The NextGen SCP user interface shall encrypt and decrypt user page requests, as well as the pages that are returned by the web server. Access to the contractor server information is done through HTTPS—HTTP application layering with Transport Layer Security (TLS) as a sub-layer. The use of HTTPS protects against eavesdropping and man-in-the-middle attacks (events where an attacker secretly relays, and possibly alters, the communication between two parties who believe they are directly communicating with each other).

A. CJIS-compliant access: The contractor shall utilize an industry-recognized leader to provide remote access to the contractor systems within state networks. This remote access system shall provide secure, encrypted, CJIS-compliant access to the contractor systems. The contractor shall utilize a state-of-the-art Intrusion Detection System (IDS) and Intrusion Prevention System (IPS) to monitor and protect our network boundaries. The contractor infrastructure servers and all workstations shall provide anti-virus protection and receive regularly scheduled security patches and updates for CDOC team, NextGen SCP shall have the capability to enforce strong password policies for individual with minimum password length, 30-/60-/90-day password expirations, case sensitivity requiring upper- and lower-case letters, and special characters (@, #, $, etc.).

56. SOFTWARE EXPECTATIONS

The contractor shall provide a system capable of additional applications to be added as determined necessary by CDOC. By mutual agreement additional applications may be added via change order to the device during the period of performance of this contract.

57. NEXTGEN SCPTM SOFTWARE UPGRADES AND SYSTEMS

The contractor delivers NextGen SCPTM software upgrades and system updates to all customers three to four times per year with no downtime. Our updates keep pace with advances in technology and the evolving challenges in the corrections industry. More than just fixing glitches and small changes, these software updates shall deliver new features and capabilities.

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58. ANNOUNCEMENT WIDGET

The contractor shall provide offenders purchasing and renting media directly on their Unity tablets. If a replacement tablet is introduced during the life of the contract, all content is easily transferred. The offender shall be given a replacement tablet, instructed to log into the tablet with their credentials to redeem the replacement tablet and reactivate their tablet subscription through the "Make Mine" process on the tablet. This tablet shall now become their own Personal Tablet and their current subscription shall continue. The offender shall be able to access and download all their previously purchased content from the cloud

59. VIEW/DOWNLOAD ACCOUNT TAB FROM MEDIAL STORE

The contractor shall provide service from the Account Tab in the Media store; the offender shall have the capability to view and download all previously downloaded content. Any subscriptions the offender had in place would still be active. Rentals shall be made available. Users shall have the capability to download any books or podcasts he had previously downloaded through those respective applications.

A. Transferring Content to a New Vendor shall not be performed, at this time, based on the contractor providing new equipment(s) and software which may not be compatible. Additionally, for a seamless transition the transference of data is not feasible at this time.

60. **Third Party Acquisition of Software**:
The contractor shall notify CDOC in writing if its intellectual property, business, or all of its assets are acquired by a third party.

61. **TITLE OF SOFTWARE**:
The contractor warrants that it is the sole owner of the software. All of the contractor kiosk software is proprietary and built in-house, no license or additional documentation is needed. For tablet-based software, the contractor shall utilize an Android Open-Source Project (AOSP) content license.

62. INTERFACING APPLICATIONS

The contractor shall provide extensive interfacing applications with both off-the-shelf and custom-designed CDOC (and outside vendor) applications. Contractor is not required to add outside vendor applications at its own cost unless mutually agreed upon by the parties.

63. INTEGRATION OF COMMUNICATION, MANAGEMENT & BANKING TECHNOLOGY

The contractor Integration Team shall create connections to facilitate CDOC communications, management, and banking technology working together. The contractor shall Integration Team designs, develops, tests, and integrates the contractor system with CDOC vendors and banking systems. This process is part of the overall Project Plan for the installation of the NextGen SCPTM. The contractor integration specialists shall consult with CDOC IT departments or system providers to determine the best integration strategy for each specific application. All integrations shall occur over secure connections usually with the following technologies: SOAP Web Services; HTTP; FTP push or pull of files in any textual format; JSON; XML-RPC; and TCP Sockets. The contractor shall have the capability to modify CDOC data format for migration into our platform, without costly code modifications.

64. **DATA TRANSFER IN CONTRACTORS OPERATING SYSTEM**.

The contractor kiosks shall utilize web services to communicate with CDOC administrators. Those web services shall have the capability to be used to tie in a kiosk-based application with offender management systems.

65. **SECURITY CAPABILITY WHEN INTERFACING TO A CDOC APPLICATION**.

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The contractor shall integrate with the CDOC in a thorough, secure manner through multi-layered security protocols implemented at all levels of the network and its applications.

A. The contractor shall utilize a defense-in-depth security strategy, architecting the network into security zones at appropriate levels, while protecting and segregating users, applications, and databases. The contractor shall enact strong access control policies that restrict access-based roles and policies to data and systems. The contractor shall enforce strong, complex passwords and multi-factor authentication (MFA) across enterprise networks and systems. The contractor shall deploy and manage next-generation firewalls configured with highly restrictive access control lists (ACLs) which limit network traffic to pre-approved systems, and prevent Internet access per Correctional industry guidelines and standards. The network shall be monitored for anomalous traffic twenty-four hours a day, every day of week and year (24x7/365). Deep collaboration between the contractor's in-house Cybersecurity Incident Response Team (CIRT) and managed security service providers (MSSPs) provide continuous monitoring and rapid detection and response capabilities at all times. The contractor shall monitor network traffic and changes to standard configuration settings for tablets, kiosks, and local download managers (LDMs). If a setting has been changed, or if there are attempts to bypass security controls in place, alerts are generated and reviewed by the contractor Cyber Incident Response Team, and action is taken on an as-needed basis.

66. CUSTOMER INTERACTION MESSAGES:

The contractor shall provide kiosks having multi-lingual support. ConnectUs shall have the capability to display notifications, confirmations and labels in multiple languages based on an offender’s user language selection. Instructions shall be easy to explain to the user the operation processes. As a security measure, the contractor shall use materials and techniques appropriate for the corrections environment. Additionally, instructional documents and videos shall have the capability to be published to the kiosk to educate offenders on application use.

67. KIOSK SCALABILITY 40:1 Ratio

The contractor shall install kiosks at a kiosk-to-offender ratio of 40:1 or better. However, depending on the facility(s). the contractor will coordinate with CDOC on the feasibility of a lower ratio. If a housing unit's population increases, or if demand is such that more kiosks are needed, the contractor shall install additional kiosks to meet the CDOC's need based on site survey of each facility.

68. COMPREHENSIVE SITE SURVEYS

The contractor shall conduct comprehensive site surveys to gather required information to implement products and services. The contractor’s installation team determines, based on max bed count, the number of phones, video terminals, and Wireless Access Points (WAPs) required as well as Intermediate Distribution Frames (IDFs), cable paths, switch counts, UPS requirements, and other information to ensure a successful deployment. The contractor identifies the required computing power and hardware based on site surveys conducted upon award and our 30+ years’ experience with similar installations. The contractor shall have the capability to expertly size each implementation accurately according to data gathered during site visits and discussions with CDOC representatives.

69. SYSTEM SCALABILITY WITH INCREASED REQUIREMENTS

All of The contractor’ systems shall be completely scalable with the ability to increase server number and size to accommodate changes and increased workflows. Scalability of our Central Processing System and Network

A. Scalability of Storage: The contractor shall store call recordings in centralized, disaster-resistant, carrier-class data centers. The NAS architecture of our data centers delivers complete scalability for a facility’s storage requirements and supports data migration from one storage device to another and the sharing of data among different servers in a network. The contractor NAS has more than seven

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petabytes of storage space in each carrier-class data center and is continuously monitored and managed through automated processes and storage policies. When these very large storage systems approach designated thresholds, the contractor expands capacity to ensure all authorized communication records and recordings are retained in secure, disaster-resistant locations.

70. IDENTIFY/INVESTIGATE/NOTIFY OF COMMUNICATION TRENDS

The contractor shall identify trends, investigate suspicious activities, and manage usage: The NextGen SCP retains communication detail records on all communication attempts and events.
NextGen SCP has a report writer that provides investigative information based on the communication detail records. CDOC may search and analyze details on all communication events through NextGen SCP and then run reports to identify communication trends, assess monitoring efforts, investigate suspicious activities, and manage phone/terminal usage. Custom and standard searches worth sharing: NextGen SCP shall provide standard reports with parameter fields that allow the user to define the information content of each report based on an extensive list of criteria options. CDOC may create customized reports by changing search criteria. After search results are generated, CDOC shall have the capability to sort based on any of the communication event details, with a single click, the data exports to Excel, CSV (Comma Separated Values), or Adobe PDF format and may be saved, printed, or emailed to others.

71. ACCOUNTING REPORTS:

Internal operational software is proprietary. Performance is monitored at all times by the Network Operation Center (NOC).

72. REMOTE CONTROL OF KIOSK CPUs by VPN

The contractor shall utilize a VPN to control kiosk CPUs remotely, which allows the kiosk to be maintained, rebooted, and upgraded as needed. All events are recorded and easily audited. The touch screen of the contractor sPhone XL kiosk contains all buttons and fonts large enough to be read easily by the majority of offenders. Aspect ratios shall have the capability to be adjusted to increase font size if needed

73. TRANSACTION PROCESSING MESSAGES

Through the NextGen SCP user interface, authorized users shall have a window into all of an offenders' actions and transactions performed not just on the kiosk, but across all of

A. Offender Activity Page: The Offender Activity page shall allow the user to explore an offender's activity, calling and visitation details, and important information about a specific individual through an offender dashboard. The offender dashboard compiles data from various sources that show the offender's communication activities—past, present, and future (scheduled)—in a single location.

B. Debit Transaction Reporting: Authorized CDOC personnel shall have real time access to the offender account balances and purchase information through the offender debit balance report.

C. The Offender Debit: Balance Report shall demonstrate all of the offender debit account activity, including stamp and media purchases, and account balances.

D. EMessaging Review: From the eMessaging facility portal, authorized staff shall have the capability to review all messages and attachments. The facility shall have the capability to choose "Auto Release" if the message does not trigger any of the configured security controls. If CDOC security controls are triggered, then CDOC has an opportunity to review the flags and approve/reject the message.

E. Offender Requests Review: From the staff side, each user has individual access rights so that they shall have the capability to view and respond to the specific forms. Within the system there are

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several specific functionalities unique to the staff, such as comments and categorizations not shown on the tablet, detailed search and reporting, and the option to add attachments.

F. Facility Grievances Interface

74. INTUITIVE SYSTEMS

The contractor shall provide systems that shall be intuitive and easy to use, meaning that kiosks utilize pop up boxes and messages to guide the offender through the use of our kiosk. The applications on the kiosk shall only display information pertinent to the offender.

75. CONTRACTOR/CDOC PARTNERSHIP TO CONFIGURE SYSTEM

The contractor shall work with CDOC to configure the system to meet the facility's needs, including the appropriate instructional prompts. Additionally, instructional information from the CDOC shall have the capability to be included on the kiosk through the video education application and inmate handbook application. The kiosks allow an inmate to use multiple applications at the same time, meaning they shall have the capability to use an application while reading some instructional material as well.

76. WIRELESS TABLETS

A. The contractor shall provide ruggedized tablet devices, designed specifically for corrections that have been "locked down" to prevent access to unauthorized usage. The contractor' Unity tablet shall be a customized Android 8.1 OS tablet or better. (see Attachment (D) for kind/quantities per facility)

i. Tablets shall meet all NEMA and UL ratings for ADA offenders.
ii. Contractor shall provide a minimum of 1:1 ratio of tablets to offenders.
iii. The tablet device shall be secure for all corrections environments to access a secure Wi- Fi network within facilities and allow the use of applications including but not limited to the following:
    a. Education and self-improvement programs
    b. Email/Secure messaging, including photo attachments
    c. Video messages
    d. Video visitation
    e. Offender commissary ordering.
    f. CDOC-initiated messaging services
    g. Media/Music subscription services
    h. E-books
    i. View account balances
    j. Law library access
    k. Games
    l. Podcasts
    m. Newsfeed
    n. Movies

B. Both Unity tablet hardware and software have industry-best security practices. Internet access is restricted, ensuring users shall have the capability to not surf the Internet or communicate through unauthorized channels with anyone outside of the facility. Wi-Fi networks and on-premises equipment are monitored 24x7 to detect attempts to circumvent security controls.

C. Unity Security: Attempts shall be detected and responded to 24x7. Customers are notified of any unusual activity on tablets and kiosks as quickly as possible. The contractor shall provide multiple layers of security to ensure proper tablet usage and to prevent security breaches or tablet misuse.

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D. The contractors Media Store and Music App shall offer a large selection of corrections appropriate, industry sanitized music with over 35 million tracks. The music catalog shall be updated daily and include several genres such as Folk, Jazz, Blues, Rock, Alternative, Electronic, Dance, Music from Soundtracks, Classical, R&B, Hip Hop, Gospel, Soul, World, Latin Country and Reggae.

E. The eBooks application shall offer users unlimited real time access to 50,000+ unique pre approved books spread out multiple genres, available to read and download. Available genres include fiction, non-fiction, adventure, holy books and more. Via the eBook Reader, users shall have the ability to download and read books with options to bookmark, zoom in and out, and utilize a table of contents.

F. The contractor shall replace non-functioning tablets at no additional cost to CDOC and/or the user. Ratio of distribution is 1:1 tablet per user. Eligibility is determined by CDOC and provided under the contractor's tablet deployment program. Command and Control tablets shall be provided at no cost to all eligible CDOC personnel. The contractor shall provide a comprehensive tablet logistics program wherein the contractor shall be responsible for the distribution of the tablets, the management of the tablets and the tablet inventory as well as training for users and personnel. In the rare instance where a pattern of abuse or misuse is identified and confirmed by CDOC, The contractor may request the assistance of CDOC to help identify financial options for replacement costs of tablets or network components caused by a user(s).

G. The contractor shall supply all tablet accessories and peripherals.

i. Accessory Name:
ii. Gummy Earbuds
iii. Over the Ear Headphone
iv. JP6s 7" Power Adapter
v. Keyboard
vi. JP6s 7" Screen Protector
vii. JP6s 7" Tablet Case
viii. Gummy Earbuds with Microphone

H. Additional tablet earbuds and headphones shall be approved and offered through CDOC canteen. The contractor shall work with CDOC to sell earbuds to users. If requested, the contractor will reach out to CDOC commissary vendor(s) to provide initial and replacement headphones for purchase.

I. The contractor Unity Tablets shall contain high-capacity, rechargeable lithium-ion batteries. The tablet shall have the capability to hold a charge for over 20 hours of constant use or 350 hours of standby time.

i. More specifically, the tablet battery shall remain charged at the following rates:
    a. 22 hours standby time with LCD on and 350 hours with LCD off
    b. 20 hours with LCD on and 140 hours with LCD off with music playback
    c. 13-14 hours video playback
ii. The contractor shall provide tablet batteries that have a nominal capacity of 8000mAh/29.6Wh (500 cycles). The battery shall include safety precautions:
iii. The contractor shall provide both wireless and wired charging, based on the needs of the CDOC.
    a. Wireless Charging shall be delivered through modular charging stations that are on a roll-around cart (charges up to 60 Tablets) or vertically wall-mounted (charges up to 40 Tablets per AC outlet).
    b. Contractor shall add (to be installed by a certified electrician) any additional electrical circuits needed to ensure proper charging for tablets and accessories.

J. The contractor shall provide technology to allow tablet configurations based on CDOC policies and procedures.

K. The contractor shall offer music downloads and/or streaming music available for a monthly fee. CDOC shall decide whether to implement the music download model or the streaming music model, or both. From the Media Store app on the Unity Tablet, users shall have access to over 35 million

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songs from several genres. Users shall search for their favorite artists, songs and albums, discover the latest music. Thirty (30) second previews are available so incarcerated individuals shall listen to a sample of the audio, before they buy it. The contractor shall offer both an ala carte purchase model and subscription-based music structure.

L. The contractor shall provide state of the art technology to restrict user to user communication. Tablet initiated phone calls shall be governed by the approved CDOC user phone list. User accounts are subject to calling restrictions CDOC personnel shall implement in accordance with CDOC policies.

M. The contractor shall provide tablets that offer video visitation technology via Unity Terminal SE. This powerful, corrections-grade terminal is built on the contractor' industry-leading platform and delivers advanced technology and software solutions for CDOC facilities and their incarcerated populations.

N. The contractor shall provide tablets in multiple form factors and adaptive for the sensorial disabled. The wireless tablet shall offer a solution that integrates with the user phone system. The contractor shall service such as mail, library, law library, commissary, grievances, documentation, education programs, vocational training, cognitive behavioral therapy, and entertainment. Users shall be able to utilize the Text-to-Talk (Talkback) feature on their Unity tablet for the secure eMessaging and Music applications. The first time the Talkback feature is enabled on the user's tablet, a tutorial shall be available to walk the user through using this function. The Talkback functionality shall have the capability to be enabled or disabled at any time by clicking on the "Settings" at the top right-hand corner of the screen, selecting "Accessibility," and toggling it on/off. When toggling the Talkback feature on or off, a confirmation message shall confirm the user's choice, as shown in the following image.

O. Tablets terms and conditions:

i. Customer Warranty. Customer represents and warrants that it will not provide tablets to incarcerated individuals whom Customer knows, or has reason to know, pose a threat to other incarcerated individuals or Facility personnel, or who may use a tablet in a dangerous or unauthorized manner.

ii. Nature of Premium Content Service. Customer understands and acknowledges that premium content is rented and available only for the duration of an incarcerated individual's incarceration at the Facility and will not be made available upon the incarcerated individual's release. Content is subject to availability and subject to change.

iii. Use of Investigator Pro and Earbuds. Customer further understands and acknowledges that, in instances where incarcerated individual telephone calls originate from Tablets, Investigator Pro™ has only been tested with Provider's certified earbuds. If Customer elects to sell alternative earbuds, Customer may forgo the effectiveness of Investigator Pro's™ voice identification technology on Tablet calls. Moreover, Customer will refrain from the sale or distribution of earbuds with a microphone other than Provider's certified earbuds.

iv. Disclaimer of Warranties. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TABLETS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TABLETS. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER OR END USER FROM RECEIPT OR USE OF THE TABLETS OR THE UNAVAILABILITY THEREOF.

v. Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING

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ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S OR INCARCERATED INDIVIDUALS' MISUSE OF THE TABLETS.

77. WIRELESS TABLETS TECHNICAL ENVIRONMENT

A. The contractor shall provide all applications that shall run on the contractor's operating system, hardware, software, interfaces, cabling, switching equipment, internet connection, labor, and licenses to set up and operate the contractor Unity Tablet services. The Android-based Unity Tablet program currently utilizes the Securus' proprietary Unity Operating System. The contractor shall repair, replace, and update equipment and software during the contract period of performance to maintain efficient operation of all systems at no cost to CDOC.

B. The contractor shall ensure that the operating system is no more than (N+2) revisions behind the publicly available kernel.

C. At a minimum, the contractor shall provide technical support services for all hardware, equipment and software for services provided.

   i. Software upgrades shall be pushed to the tablets whenever an update is available in order to ensure the stability, security, and functionality of the platform. Software updates are automatic and on-going in order to ensure that the user maintains access to the latest and greatest content that the contractor shall provide.
   ii. The contractor shall provide regular updates with notifications to CDOC prior to applications. The contractor shall work with CDOC personnel to ensure CDOC software upgrade policies are followed.
   iii. The contractor shall provide a test environment to allow authorized CDOC personnel to verify the upgrade, fix and/or enhancement is compatible with the current operating environment.

D. The contractor shall provide a transition plan within 30 days after date of contract award, to describe management and transferring any media including but not limited to streaming subscriptions and approved messages (i.e., text and photos) if new devices are introduced during the life of the contract and/or if a new the contractor shall be chosen upon contract period of performance completion.

E. The contractor shall provide over-the-air updates to upgrade the OS (similar to how commercial Windows or smart phone provider's request to upgrade for security issues).

F. The contractor shall provide the Unity Tablet Program that operates on a separate network from CDOC secure network and shall not connect or interfere with CDOC infrastructure. The contractor provides all required network connectivity on a separately installed secure network and does not require CDOC provide any infrastructure.

G. The contractor shall provide a sufficient infrastructure to allow users to utilize all available communication solutions at the same time. The system and network maintain twice the capacity of normal calling volume to prevent blocking of outbound calls and busy signals. The central processing system and its network capacity shall scale to many times their current capacity within the current architecture and design. The contractor monitors the system 24x7x365. When concurrent telephone call volumes reach a predetermined threshold (not at the limit), additional capacity is added. Since the system capacity is managed to keep ahead of call growth, the maximum number of user phones is limited only by the

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connectivity delivered to CDOC. The contractor shall increase circuit bandwidth to each site and the central data center when necessary.

H. The contractor shall provide all required network connectivity. The Unity tablet system and supporting equipment shall not interfere with any wireless equipment already operating at any CDOC. The contractor technicians and sales engineers shall work with CDOC to consider all areas tablets shall be used, within CDOC, to determine where to install Wireless Access Points (WAPs). The contractor and CDOC will work together to determine appropriate and necessary placement of WAPs to ensure full functionality of all services provided under this agreement. The contractor shall coordinate site survey activities to assess the latest physical characteristics of each location to determine the optimal placement for our equipment. The Unity Tablet Program operates on a separate network from CDOC secure network and shall not connect or interfere with CDOC infrastructure.

I. The contractor shall repair, replace, and update equipment and software during the course of the contract to maintain efficient operation of all systems at no cost to CDOC.

J. The contractor shall furnish all materials, hardware, software, interfaces, cabling, switching equipment, internet connection, labor, and licenses to set up and operate the contractor Unity Tablet services. The contractor shall repair, replace, and update equipment and software during the period of performance of the contract to maintain efficient operation of all systems at no cost to CDOC. As a part of this turnkey installation, The contractor shall install the following hardware in support of the Unity tablet program:

   i. Fortinet (or latest Securus-standard equipment) 24-port network switches
   ii. Wall or shelf mountable servers
   iii. Wireless access points (WAPs) with Ruckus controllers (or latest Securus-standard equipment)

K. The contractor may utilize any existing hardware belonging to CDOC that is available, as deemed to be suitable and approved by CDOC.

L. The contractor shall provide, install and manage wireless networking equipment that shall allow users to obtain the services requested.

M. The contractor shall provide equipment(s) that are tamper resistant, constructed of heavy-duty materials and considered appropriate for a correctional environment. The contractor shall provide proprietary JP6S tablets that were custom designed, engineered, and manufactured to ensure the safety of the user and personnel while providing consumer-grade user experience. Tablets shall offer the memory, battery life, and operating systems that allow for a long-term solution with the capability to support multiple applications without any upgrades.

N. The contractor shall provide and maintain and repair all networking and wireless network hardware and software for the user network for the services requested. The contractor shall provide state of the art new technology and integrate it into new product offerings as they become known. The contractor shall furnish all labor, materials, equipment, and services necessary to the installation, maintenance, and management of the new user tablet services and related products. The contractor shall fully implement and support the ongoing operation of the Unity Tablet program.

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O. The contractor shall be responsible for all charges related to the purchase, installation, repair, updates or maintenance of all hardware and software related to the user network for the services requested. This responsibility includes, but is not limited to, all costs which may result from:

i. The provision of services to any newly constructed building(s) at an existing CDOC facility or location.
ii. The provision of services resulting from modifications made necessary by CDOC.
iii. Negligent or deliberate damage or loss; and
iv. Any other damage or loss related to theft, fire, explosion, water damage, electrical power incident(s), and acts of God (such as earthquake or flood).

P. The contractor shall provide reliable high-speed network cabling (or industry standard network cabling) at each CDOC, at no cost to CDOC. The high-speed network shall be used for user phone calls and wireless tablet services.

Q. The contractor agrees to transfer all networks and infrastructure to CDOC at the expiration of the contract. This shall include all applicable cabling and wireless equipment.

R. The contractor shall assure Internet access is restricted, ensuring users shall not surf the Internet or communicate through unauthorized channels with anyone outside of CDOC. W-iFi networks and on-premises equipment are monitored 24x7 to detect attempts to circumvent security controls.

S. The contractor shall provide the capability to disable devices such as frequency modulation (FM) radio, Bluetooth radio, etc. as required by CDOC. All applications are to be configurable for enable/disable at the system level. The contractor shall work with CDOC in advance of deployment to ensure all applications available are approved by the agency. Additionally, through the officer tablet, applications may be temporarily disabled by CDOC as a disciplinary tool, or for other agency designated purposes.

T. The contractor shall provide equipment(s) with the capability to disabled in the basic input/output system (BIOS) and have no operating system driver installed to be classified as disabled in the basic input/output system.

U. The contractor shall configure the system at each CDOC CDOC(s) to allow for authorized CDOC personnel located either at CDOC or central administration too locally or remotely access each of the systems via a secure, password protected access through any appropriately internet enabled system.

V. The contractor shall provide equipment(s) with the ability for authorized CDOC personnel to modify or view any data, privileges, accesses or restrictions pertaining to users based on CDOC-defined administrative rights.

W. The contractor shall provide CDOC Command & Control Officer Tablets that are customizable devices distributed at CDOC as needed. CDOC personnel shall maintain complete control over all tablets at CDOC facilities. CDOC personnel shall control tablet functionality by tablet, group of tablets, or all tablets at the agency in real time. Applications available on a tablet shall be controlled at once or on an app-by-app basis. Officer Tablets shall be configured for various roles & permissions that allow the appropriate personnel the ability to control tablets under CDOC facility(s) jurisdiction.

78. INMATE TELEPHONE SYSTEM (ITS)

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A. The contractor shall provide NextGen SCP's advanced features, provide powerful and flexible tools for controlling user calling, reducing fraud, increasing investigative capabilities, and generating valuable administrative reports. The system shall adapt to CDOC facilities and operations, rather than requiring CDOC to conform to the software. The contractor shall provide software updates provided three (3) to four (4) times per year, the contractor shall keep CDOC on the cutting edge of technology without any additional cost for system upgrades.

B. B. NextGen SCPTM shall include an Interactive Voice Response (IVR) system that provides Automated Operator Services (AOS). The AOS uses clear and concise, professionally recorded voice prompts to establish call acceptance and to assist users and called parties throughout the calling process

C. Call branding: The contractor Calling Service shall customize professionally recorded voice prompts to guide a user and the called party through the process of placing and accepting calls. Voice prompts are configurable to meet the needs of CDOC branding and variable options are available. CDOC shall have the capability of adding announcements during call setup, call acceptance, when an event occurs, or to prompt an action from either party. The contractor shall provide multilingual support for voice prompts in 15 languages, and up to nine default language options for CDOC facilities. The called party may then select between English and the user's selected language on each call.

D. Call blocking (including 911 and incoming calls): The contractor shall provide the NextGen Secure Communications PlatformTM (NextGen SCPTM) that allows authorized CDOC personnel to manage blocked numbers using the platform user interface. Blocked numbers shall be applied at various levels—CDOC, site, phone group, phone and user. NextGen SCP offers unlimited blocking so the resulting call blocking table that is created may contain as many entries as needed. In addition, there shall be an associated "Description" field that allows for additional information to be attached. exchanges, such as 800, 900, and 976, are blocked by default. Access to live operator services, such as 0, 411, and 911, shall be blocked by default.

E. Three-way call blocking and detection: The contractor Calling Service shall offer a robust three-way call prevention system that was designed and patented by the contractor. CDOC may configure the system to disable three-way call detection on a particular number or groups of numbers, such as attorneys.

F. Call forwarding detection: The contractor shall provide the RCF solution through real-time Remote Call Forwarding (RCF) detection. RCF shall immediately terminate a call if it detects that a called party's telephone number is call forwarded to another telephone number.

G. Call acceptance monitoring: The contractor shall provide a calling service utilizing call progression technology and other detection techniques to validate each call answer-and-acceptance event. The feature shall enable the system to state the specific reason for the call termination when a user's call does not complete.

H. Active Acceptance/Called Party Acceptance: The contractor shall provide a calling service to require active "called party" acceptance using touch-tones to complete calls. When the called party answers the phone, the calling services shall answer detection triggers via the

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call acceptance voice message. This message announces the user's call and asks the called party to accept or reject the charges of a collect call.

I. Call period of performance limits and other user calling restrictions: The contractor shall provide the NextGen Secure Communications PlatformTM (NextGen SCPTM) to be utilized to set a maximum time limit for any or all calls related to either an individual PIN or all PINs. The calling service shall automatically manage all imposed periods of performances, reducing the workload for CDOC personnel. The system shall give the user a verbal announcement one minute prior to end of their call and then enforces CDOC policy with a hard stop.

J. Programmable Call Restrictions: The contractor shall provide the NextGen Secure Communications PlatformTM (NextGen SCPTM) provides calling restrictions to give CDOC control of calling activity at the user, port, phone group, CDOC, or customer level. Multiple restrictions shall be crafted within each restriction set. i.e., Call Monitoring; Call Monitoring Silent; Call Recording

K. Creating a Covert Alert: The contractor shall provide the NextGen Secure Communications PlatformTM (NextGen SCPTM) includes the Covert Alert feature that shall automatically forward a live call to an investigator at a designated phone number in listen-only mode to offer real-time monitoring of a call. Covert Alerts shall be set for a to a specific phone number, from a specific user, or all calls from a specific terminal. Covert Alerts shall be administered on the Manage Covert Alerts page. In addition, Covert Alerts for specific users shall easily be crafted and managed from the User Activity page.

L. Alert Notification: The contractor shall provide an extra line of security. Covert Alert shall be configured to require a PIN to listen to the call. If activated, a customizable message shall state, "This is a Covert Alert call from John Smith, a user at CDOC. To accept this Covert Alert call, please enter your investigator PIN now."

M. Barge In Security Feature: The contractor shall provide the capability to the investigator to immediately terminate the call by pressing a predetermined code. Covert Alert shall be configured to allow investigators to enter a code and interrupt the call and speak to both the user and called party. This "Barge In" feature is available through both Covert Alert and on calls forwarded from NextGen SCP Monitor Calls page. When monitoring a conversation, the call may be forwarded to an investigator cell phone, office phone, or other designation, allowing them to barge into the conversation using the predetermined barge-in code and acceptance digit.

N. Covert Alert Call Detail Record Report: The contractor shall provide CDOC a Covert Alert Call Detail Record Report which allows authorized users to search for calls that triggered a Covert Alert. The report provides comprehensive detail regarding the call.

O. System reporting: the contractor shall provide CDOC with System Reports to identify trends, investigate suspicious activities and manage usage: The NextGen SCP retains communication detail records on all communication attempts and events. NextGen SCP shall provide a report writer that provides investigative information based on the communication detail records. CDOC may search and analyze details on all communication events through NextGen SCP and then run reports to identify communication trends, assess monitoring efforts, investigate suspicious activities, and manage phone/terminal usage.

79. RESTRICTED CALLS

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The contractor shall provide the ability to restrict user's calls to 25 numbers approved by CDOC personnel. The contractor shall provide NextGen Secure Communications PlatformTM (NextGen SCPTM) calling restrictions feature to give CDOC control of calling activity at the user, port, phone group, CDOC, or customer level. Multiple restrictions shall be crafted within each restriction set.

80. CALLING SERVICES

The contractor shall provide Calling Service through the NextGen SCPTM providing CDOC unlimited options to configure speed-dial functionality. CDOC chooses and assigns speed dial numbers such as 101 or 111 to numbers frequently called, including medical alerts, commissary, and officer assistance. The speed dial numbers may range from 3 to 10 digits. CDOC may assign a 10-digit speed dial number that automatically routes to an investigator's phone. This feature allows the investigative team to provide a phone number without revealing their direct number.

81. INSTALLATION OF TELEPHONES AND EQUIPMENT

The contractor shall install user telephones and all related equipment including wiring for the user telephones, installation, and any related hardware and software/firmware specifically identified in this SOW with no cost to CDOC.

82. INMATE TELEPHONE SYSTEM (ITS) FUNCTIONALITY (GENERAL)

A. The contractor system shall provide the ITS with a technology system fully supported by an infrastructure which shall have the capability to provide specified services such as secure and real-time monitoring of user telephone calls meeting CDOC's ITS security expectations. The contractor shall work with CDOC authorized personnel to ensure that the ITS shall contain a secure database for transactional call records and provide data feeds to CDOC's official data repository.

B. The contractor shall provide functionality to allow or establish approval processes based on hierarchy or named group before an event is allowed to occur.

C. Authorized CDOC personnel shall be responsible for providing a daily "user location" and "user ID number" to the contractor. The authorized CDOC personnel shall determine the type, format and transmission method of the daily "user location". Authorized CDOC personnel shall define the specifications of the requested data feed.

D. The contractor shall provide end to end support of all ITS software necessary to ensure provision of services at all times throughout the period of performance of the Contract. In addition, the contractor shall monitor changes to associated interfaced systems and accommodate changes in their ITS as needed to continue operations of the services and ITS as specified herein. The Network Operations Center (NOC) shall provide remote monitoring of systems and interfaces on an ongoing basis and identify changes that impact the system. As described elsewhere, Software upgrades are issued on a regular basis to ensure the system functionality to its maximum efficiency.

E. The ITS shall be restricted to outgoing calls only. The ITS shall not process incoming calls at any time. The ITS shall allow authorized CDOC personnel to program times when the ITS shall be operational. To ensure maximum security to the system, the contractor shall provision the trunks in the calling service data center as outgoing only, ensuring that no

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incoming calls shall reach the user. The contractor has performed full testing of these trunks, verifying compliance with this requirement.

F. The contractor shall comply with Code of Federal Regulations (CFR), Title 47, Volume 3, Part 64.710, identifying that the call is coming from a specific user at a specific CDOC facility(s).

G. The ITS shall have the capability of being deactivated (shut down), by authorized CDOC reprehensive(s) or the contractor personnel as authorized by CDOC. The ITS shall be capable of deactivating the ITS ID feature by individual user telephone, group of telephones and/or entire facilities, at the authorized CDOC personnel's option. The contractor shall work with CDOC to ensure that all calls are limited to calls authorized by CDOC policies and regulations – this shall include Prepaid collect; Normal collect; Local, Long distance; Cellular; and International calls.

H. The contractor shall provide the capability of an On/Off Station Control with the ability to disable phone use at any time of day through manual intervention or preset calling schedules. The contractors NextGen Secure Communications PlatformTM (NextGen SCPTM) shall provide complete flexibility to disable telephone use at any time of day through manual intervention or preset calling schedules. NextGen SCP shall allow authorized CDOC representatives to disable a telephone, group of telephones, or all CDOC phones using any personal computer or mobile device with access to the Internet. This capability is available anytime, from anywhere, 24x7x365. This function shall allow authorized users to disconnect all calls immediately or allow current calls to finish while not allowing any new calls.

I. Programmable Calling Schedules: The contractor shall provide the NextGen Secure Communications PlatformTM (NextGen SCPTM) calling services shall have an automated calling schedules feature that allows the system to enforce the scheduling policies of CDOC without personnel intervention. Calling schedules shall be utilized to turn on and off the phones during designated times throughout the day or night. Calling schedules are flexible and configurable allowing CDOC to have multiple on and off times during the day, within a week and by day of the week and then be applied to individual telephones, groups of telephones, individual users and/or globally, holiday overrides shall be preset to accommodate anticipated exceptions to the set schedule. Programmable calling schedules are responsive to and overridden by both the manual cut-off switches located within CDOC and the Call Settings Disconnect Rule.

J. All authorized CDOC personnel shall have the ability to immediately enter, delete, change, or modify any Information Technology Security (ITS) access information including, but not limited to, calling privileges or restrictions pertaining to users.

K. The contractor shall provide ITS with the capability for assigning a user telephone access to an individual telephone or group of telephones so that the user's account may only place calls from those designated telephones. These telephones shall be capable of being used by a user whose telephone access is not specifically assigned to an individual telephone.

L. The contractor shall offer backup technology for power outage issues, the ITS and Universal Treatment Standards (UTS) shall maintain all currently ongoing telephone calls for up to five (5) minutes while blocking any additional call attempts after the event. A telephone message shall alert users that they have two (2) minutes remaining on their call. After five (5) minutes, if the UPS has not alerted the ITS that commercial power has been restored, the ITS shall power down to a quiescent state that allows it to resume full operation automatically after commercial power is restored. Upon restoration of power and system

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recovery, the ITS shall wait for five (5) minutes of stable power before allowing users' calls to resume. All UPS equipment provides power conditioning and an additional layer of surge protection. The rack-mount UPS is a high-density backup-power protection solution ideal for servers, storage systems, network equipment, and other critical devices. Each data center shall have an uninterruptible power supply (UPS), and a generator to provide maximum network uptime.

M. Uninterruptible Power Supply – Data Center Backup: The contractor shall offer Power distribution units (PDUs) distribute power to individual customer racks via remote power panels. Each rack shall have redundant power strips (A & B) routed to diverse PDUs. Diverse uninterruptible power supply systems feed each power distribution unit. The UPS systems in the primary data center shall have 2N redundancy. Dual source power runs through a static bypass switch. Battery rooms support the UPS systems with gel cell battery banks. Fifteen minutes of battery backup is available at full load (such as 90 watts per square foot). Each battery bank is continuously monitored to ensure optimal operation. Upon loss of commercial power for more than 15 seconds, paralleling switchgear automatically powers all nine generators; generators are shed to cover load as needed. Typically, the transition from UPS to generator power takes 60 seconds. The contractor Data Centers each shall have multiple diesel generators onsite with fuel storage tanks that hold 70,000 gallons onsite.

83. REGULATORY EXPECTATIONS

A. The contractor shall adhere to any and all municipal, State or Federal expectations for the User Telephone System (ITS) and managed access, installation, certification, training or registration throughout the period of performance of the Contract. Shall violation of codes, laws, statutes or ordinances occur relating to the ITS, the contractor shall correct the situation at no cost to CDOC, including payment of any fines or penalties associated with the violation.

B. The contractor shall be responsible for compliance with all regulatory expectations imposed by local, State and Federal regulatory agencies for all services provided throughout the period of performance of the Contract.

C. The contractor shall be responsible for making all modifications necessary to allow users to place calls in compliance with any industry dialing requirement change(s) at no cost to CDOC to ensure proper use of the ITS by users and authorized CDOC personnel.

D. The contractor shall keep all call processing and call rating information current and made available upon request by authorized CDOC personnel.

E. The contractor shall ensure the ITS provides telephone reception quality equal to the highest level of quality offered to the general public and shall meet all industry standards for service quality as defined by CDOC. The contractor shall accept the authorized CDOC personnel’s decision regarding determination of quality.

84. NETWORK AND INFRASTRUCTURE EXPECTATIONS

A. The contractor shall provide an ITS that includes a role-based monitoring component that is capable of being accessed through an authorized CDOC personnel log-in. The ITS shall be capable of monitoring calls via secure, password protected internet access. The NextGen Secure Communications PlatformTM (NextGen SCPTM) shall allow authorized users to live monitor calls in progress via a browser or any Internet-connected device. The feature

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shall provide users selectable calling of all live calls in progress, thus allowing investigators ability to monitor only those calls of particular interest.

B. In addition, the ITS shall interface with all digital network services provided by local exchange carriers (LEC) as well as interexchange carriers. The contractor shall provide the types of network services to which the ITS shall interface and the purpose (use of a specific application) of such services for CDOC.

C. The contractor shall provide WPA-PSK encryption to secure access to networks and firewalls to bolster security measures. The contractor shall provide a strong corporate Information Security Governance and Cyber-Security framework utilizing the NIST guidelines, including 800.53 current version. Applications transmitting data across public networks support TLS 1.2 with AES-256 bit encryption. Sensitive data shall be encrypted both at rest and in motion. The contractor shall provide support for TLS encryption at the application network layer. All web sessions and services shall be conducted via HTTPS using AES 256-bit encryption. The contractor shall utilize/provide a gold-class vendor-provided certificate service for external and internal SSL connections.

D. The contractor shall provide Cat6 Ethernet cabling to dedicated ports on an Ethernet switch that is connected to a dedicated Local Area Network (LAN). All devices shall feedback to a central router and firewall located within CDOC.

E. The contractor shall routinely conduct extensive vulnerability assessments of installed networks and firmware and share the assessments with authorized CDOC employees. The contractor shall ensure that the system architecture is scalable and designed to easily accommodate changes (future applications, etc.) resulting from CDOC rules and workflows.

F. The contractor shall provide reliable high-speed fiber optic cabling at each CDOC facility, at no cost to CDOC. The fiber optic network shall be used for user phone calls and wireless tablet services including but not limited to music downloads, secured messaging, commissary ordering, user scheduling, banking, e-books, learning and training.

G. All cabling including copper and fiber shall comply with the State's structured cabling standards. TS-INF-005: Structured Cabling

H. The contractor shall provide an infrastructure to allow users to utilize all the available communication solutions at the same time. The contractor shall provide an alternative solution to reduce stress on the CDOC network or provide a solution separate from the CDOC network infrastructure.

85. SOFTWARE EXPECTATIONS

A. The contractor shall provide all software required to support the ITS. At the time of installation and throughout the period of performance of the Contract, including any renewals, all software shall be the current production and considered to be state-of-the-art including software for all equipment and monitoring terminals utilized in service delivery. CDOC shall not be responsible for any licensing costs throughout the period of performance of the Contract.

B. The contractor shall provide all software required to support the ITS. At the time of installation and throughout the period of performance of the Contract, including any renewals, all software shall be the current production and considered to be state-of-the-art including software for all equipment and monitoring terminals utilized in service delivery.

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CDOC shall not be responsible for any licensing costs throughout the period of performance of the Contract.

C. The contractor shall ensure that the operating system is no more than (N+2) revisions behind the publicly available kernel. With NextGen SCP's centralized architecture, all customers shall have the same version of the most current operating system.

D. The contractor shall provide the NextGen SCP system as a Web-based technology, accessible through an internet browser, such as Chrome, it is not necessary to install any software on CDOC computers or Servers. The contractor shall be responsible for maintaining capability as CDOC configuration changes, at no cost to CDOC.

E. The contractor shall provide the NextGen SCP's anytime/anywhere Web-based access, software installation is not necessary to access the NextGen SCP system. To access the NextGen SCP interface, users open a ChromeTM browser and enter the URL: https://ngscp.the contractortech.net/login and enter a valid username and password.

F. The contractor shall provide production-ready software enhancements and upgrades three to four times per year.

G. The contractor shall provide NextGen SCPTM software for upgrades, bug fixes, enhancements to the software and/or hardware shall receive prior approval by the authorized CDOC personnel. If requested by the authorized CDOC personnel. The contractor shall provide a test environment to allow the authorized CDOC personnel to verify the upgrade, fix and/or enhancement is compatible with the current operating environment. The contractor shall provide production-ready software enhancements and upgrades three to four times per year. After system deployment, The contractor shall utilize the Patch Management Program to ensure that systems are updated with the latest patches. The contractor shall utilize information technology (IT) best practices, industry standard quality measurement tools, and strict environmental controls ensure the highest system functionality and availability. The contractor development team shall utilize the Waterfall Software Development Lifecycle (SDLC) to ensure high-quality deliverables.

H. The ITS shall provide users the ability to obtain account balances for telephone time and available users' bank account funds at no cost to the user. Commissary account balances are provided by the commissary provider, who is tied into the agency trust/banking, and they will provide the current balance of funds. As such, the display of that data will be provided by the commissary provider. The contractor' integration shall allow the user to see information provided by the commissary.

I. The contractor shall be responsible for resolving any problems identified by the authorized CDOC personnel within 24 hours and at no cost to CDOC. When CDOC calls the contractor, an event tracking system assigns a trouble ticket, with one (1) of three (3) initial priority levels—P1, P2, or P3. Each level is designed to address specific system events and has a prescribed resolution timeline and escalation procedure.

86. DATABASE EXPECTATIONS

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A. The contractor shall utilize Oracle for its database file structure that shall deliver economies of scale on easily managed grids. Oracle shall allow NextGen SCP to link the call data to multiple tables and maintain consistency between them, ensuring that the data among related tables is correctly matched to maintain referential integrity. Oracle supports all standard relational data types, as well as native storage of XML, Text, Documents, Images, Audio, Video and Location data. Access to data is via standard interfaces such as SQL, JDBC, SQLJ, ODBC, .NET, OLE, .NET, and ODP .NET, SQL/XML and Xquery and WebDAV. Contractor reserves the right to update hardware and software (including but not limited to database type) as appropriate.Contractor shall notify DOC of updates or patches to the hardware and software when such updates or patches are customer impacting.

B. The contractor shall be responsible for the generation and creation of a centralized system database. The ITS shall provide the capability for every outgoing call to be recorded with a transaction record that includes, at a minimum, a recording of the telephone call on standard media in a Comma Separated Variable (CSV) format or format of authorized CDOC personnel's choosing that allows for playback on standard PC, CD drives or industry standard media players. The contractor shall store all communication recordings in centralized, disaster-resistant, carrier-class data centers. NextGen SCP provides a unique set of features and advanced technologies to store communication recordings. NextGen SCP writes all recorded communication events to a Network Attached Storage array (NAS) in our primary data center. Each NAS array is replicated to the secondary data center for redundancy and failover. All recordings created on the platform reside in at least two of our data centers and include transaction records. Recordings shall be downloaded from NextGen SCP in various, widely used formats and copied to a CD, DVD, or other portable media. The NAS architecture makes all storage available to all servers on the network. The NAS solution shall deliver complete scalability for a CDOC's storage requirements and supports data migration from one storage device to another and the sharing of data among different servers in a network.

C. Downloading Recordings: The contractor shall provide tamper-proof, portable recordings for investigative and court purposes: With the NextGen SCP, NG SCP users may copy recorded conversations and visitation sessions to an external media device, such as CD, DVD, mp3 player, or USB drive. To maintain the accuracy of data and recordings during downloading and copying, NextGen SCP stores the files—both audio and CDR information—embedded within an industry-standard read-only format that prevents the possibility of tampering. File type and notification options that fit your needs: When you download communication, a CD image is created, and you shall add multiple recordings to an image, select the file type, view file size, and select an email notification when the CD image is ready to download.

D. The database shall be maintained in such a manner as to allow authorized CDOC personnel the capability to review and monitor user call data regardless of which CDOC facility is housing the user. With CDOC approval, authorized personnel shall have the ability to review and monitor user call data from any of authorized CDOC facility(s).

E. The contractor shall provide a NextGen SCP database containing multiple data fields. Report access on all fields required to generate reports as indicated in Reporting Requirements, and all information required to establish a user.

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F. The contractor shall provide an ITS and provide the capability for authorized CDOC personnel to download reports from the database, through secured internet access, as outlined in Reporting Expectations. NextGen SCP has a report writer that provides investigative information based on the communication detail records. CDOC may search and analyze details on all communication events through NextGen SCP and then run reports to identify communication trends, assess monitoring efforts, investigate suspicious activities, and manage phone/terminal usage. NextGen SCP provides standard reports with parameter fields that allow the user to define the information content of each report based on an extensive list of criteria options. CDOC may create customized reports by changing search criteria.

G. The contractor shall provide the requested data elements in a format to be determined by the authorized CDOC personnel. Data extracts shall be downloadable, as needed, to a format of authorized CDOC personnel's choosing. The data shall allow the authorized CDOC personnel to perform further analysis as/when needed. The contractor shall work with the authorized CDOC personnel to finalize the methods, processes and functions.

H. The contractor shall utilize NextGen SCP entirely permission-based and assigned user roles to allow or prevent access to content, data, features, and privileges for each user. The platform shall provide default security roles that cover most of the customer's needs for allocating access based on common job functions. The contractor shall provide ITS to allow for the search criteria either individually or in combinations. NextGen SCP shall allow for the search criteria individually or in combinations.

I. Word Alerts shall be configured to send email and/or SMS text message notifications. The investigator shall set up the notifications when they create the alert or at any time afterwards. Word Alert shall provide the capability of setting the frequency of the notifications, modify (add, edit, delete) the email and text message recipients, and unsubscribe from notifications for a particular alert or all email and/or text message alerts.

J. The contractor shall utilize a digital backup system that incorporates a mix of daily, weekly, monthly, and quarterly backups, providing facilities a complete history of their telephone data from various points in time. Redundant protection against failures and disasters: Each communication detail record (CDR), call recording, and video session recording shall be stored utilizing a mix of file, block, and object-based Storage Area Network (SAN) and Network Attached Storage (NAS) technologies at the contractor Data Centers in Dallas and Atlanta. Redundancy of storage locations and storage using SAN/NAS technologies shall protect data if there is a failure of an individual disk drive or a catastrophic event at one of our carrier-class Data Centers. In addition, all CDRs shall be backed up to tape at a third site, an additional layer of geographic redundancy.

K. The contractor shall perform all service and database back-ups and archiving, and shall provide all archival hardware, supplies, and network recovery procedures to ensure no data is lost, at no cost to CDOC.

87. INITIAL INSTALLATION AND ONGOING MAINTENANCE

A. The contractor shall provide current, new, state-of-the-art equipment and software at the time of installation necessary to provide the services as requested in this ITN. The contractor shall maintain state-of-the-art equipment for the period of performance of the Contract. These services include but are not limited to:

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i. Telephone sets.
ii. Wiring.
iii. Connectors.
iv. Jacks.
v. Security and monitoring hardware; and
vi. Software systems.
vii. Cordless telephones.

B. The contractor shall provide be responsible for all equipment in the OCS in its entirety or its individual components including, but not limited to:

i. Normal wear/use.
ii. User misuse.
iii. Natural disaster; or
iv. User unrest.

C. The OCS and/or component replacement shall be performed at no cost to CDOC and shall occur within 2 business days upon notification to the contractor of the OCS problem by CDOC or authorized CDOC personnel.

D. The contractor shall provide a dedicated implementation team to deliver comprehensive training and technical support from inception to retirement.

E. The contractor shall provide key personnel as needed throughout the course of the period of performance of the contract. The contractor shall work closely with authorized CDOC personnel to align the desired work outcomes, producing key results related to the critical business needs of the solution. The contractor shall make every effort to limit the administrative burden that shall occur during a transition of service providers.

F. The contractor shall provide an implementation plan for each CDOC facility. For each CDOC facility, the contractor shall provide a separate implementation plan which shall include an installation schedule.

G. Weekly updates to the installation plan shall be submitted to authorized CDOC personnel designated by each Participating Entity.

H. The contractor shall obtain written permission, from authorized CDOC personnel, before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.

I. The contractor shall assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.

J. Use of existing or in-place equipment including but not limited to:

i. Conduit.
ii. Raceways.
iii. Cable ways.
iv. Cable.
v. Inside wiring.
vi. Telephone set mountings.
vii. Switches.
viii. Terminal boxes; and

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ix. Terminals within CDOC are at the risk of the contractor

K. The contractor shall assure that no exposed wiring is left during installation. Ownership of any wiring or conduit placed under this Contract by the contractor shall become CDOC's property upon termination and/or expiration date of the Contract.

L. The contractor shall utilize "new" cabling for installation requirements. Cabling shall be clearly and legibly marked at both ends of the cable. All new cables shall meet all applicable Electronics Industries Alliance/Telecommunications Association (EIA/TIA) wiring standards for commercial buildings. The contractor shall install any new cabling required at no cost to CDOC.

M. The contractor shall provide and have the capability to install the required quantity of telephones required by CDOC.

N. The authorized CDOC personnel reserves the right to add or delete facilities and/or facilities receiving service under the Contract upon thirty (30) days written notice. Such additions or deletions may be accomplished by letter and do not require a Contract amendment.

O. When a new CDOC facility, or satellite CDOC facility, is opened by CDOC, the authorized CDOC personnel shall determine (in consultation with the contractor) a schedule for installation of services and equipment at that location to ensure service as soon as practical at the new site.

P. The contractor shall provide and install surge and lightning protection to protect equipment. The contractor shall maintain uninterruptible power supply (UPS) backup for the equipment installed on CDOC facility(s). The UPS eliminates spikes, sags, surges, transients, and all other over/under voltage and frequency conditions, providing clean power to connected critical loads. The contractor shall replace the UPS batteries no more than every three (3) years to ensure continuation of regularity. The Integrated Access Device (IAD)s and uninterruptible power supply (UPS) shall maintain all in-progress telephone calls and visitation sessions for up to 30 minutes while blocking.

Q. Installation of all telephones and related equipment shall be accomplished during normal business hours at each CDOC or as directed by CDOC's onsite authorized CDOC personnel.

R. The contractor shall provide clean up and remove all debris and packaging material resulting from work performed.

S. The contractor shall restore to original condition any damage to CDOC's property caused by maintenance or installation personnel associated with the contractor to include repairs to walls, ceilings, etc.

T. Upon completion of initial installation and any additional changes as needed to the ITS, the contractor shall provide the authorized CDOC personnel with a list of telephone numbers, serial numbers, and locations of each unit. The contractor shall routinely provide updated lists containing this information to authorized CDOC personnel.

U. The contractor shall indicate the physical size of any controlling equipment to be installed at CDOC's facilities. The contractor shall provide sample floor diagrams illustrating the space requirements for the NextGen SCP system, depending on each individual CDOC facility(s) requirements and available space.

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V. The contractor shall indicate any environmental conditions required for the proposed controlling equipment. This shall include any air conditioning or heating expectations for the control room or area. The contractor shall provide and be required to supply the necessary heating or cooling system for the control room at no cost to CDOC. The contractor shall provide equipment housed at CDOC facility(s) with the following requirements:

i. Environmental Requirements Operating temperature: 32°F to 104°F
ii. Environmental Requirements Storage temperature: 4°F to 122°F
iii. Relative humidity: Up to 95% non-condensing
iv. Air conditioning total BTUs/hour: 11,130.63 BTUs
v. Power: 3,262 volt-amperes

W. The contractor shall provide cordless phones, and/or batteries, at CDOC facilities as determined by the Appointing Authority. The contractor shall provide and supply additional cordless telephones and/or batteries for the telephones, as needed, at no cost to CDOC throughout the period of performance of this Contract.

X. The contractor shall provide a process for calls from the cordless telephones to be routed through the NG SCP system.

88. STATION EQUIPMENT SPECIFICATIONS

A. All technical specifications and User Communication System (UCS) expectations shall meet or exceed industry standards, and shall be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the authorized user in normal intended use, unless otherwise required herein.

B. The contractor shall assure that OCS expectations shall meet or exceed industry standards and be capable of providing all operational features and system expectations applicable to all calls placed through the ITS, including local, long distance, and international calling.

C. The contractor shall be required to identify the demarcation location for each CDOC facility(s). Telephone equipment shall be powered by the telephone line and shall require no additional power source or external wiring, backup batteries or electrical outlets at the telephone locations. The contractor shall provide a power source at the demarcation location. The contractor shall identify the demarcation location for each CDOC upon award, and prior to installation. The contractor shall provide CDOC facility(s) installation diagrams.

D. The contractor shall provide a failsafe contingency if commercial power is lost and the UPS does not work properly or after the Uninterruptible Power Source (UPS), specified uptime, the system shall terminate all calls in progress per customer policy and powers down to a quiescent state that allows it to resume full operation automatically after the restoration of commercial power. User calls shall not be made while the system is in a quiescent state.

E. The contractor shall provide an ITS capable of recovering from a power outage automatically or remotely once commercial power is restored. After commercial power is restored, the NextGen SCP system shall resume full operational capability automatically.

F. The contractor Technical Support team shall provide 24/7/365 monitoring services, of all CDOC-based equipment, including the UPS, and directly support CDOC installations via telephone and email. Technical Support monitors connectivity for all installations and all installed equipment including Integrated Access Devices (IADs), Visitation Phone Monitoring (VPM) units, switches and Uninterrupted Power Supply (UPS) systems. The

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systems shall be polled every two minutes and the vital operating statistics are sent every 10 minutes. Upon receiving an alert indicating network failure, the contractor shall open a trouble ticket with the appropriate circuit provider. In the case of a premise-based equipment failure, the contractor Field Technician shall go to the appropriate location and repair or replace the equipment. In addition to real-time monitoring and alerting, the contractor Technical Support shall leverage the network performance monitor to gather and evaluate historical data for network alerts, bandwidth usage, packet loss, and hardware performance. The contractor shall also make these reports available to authorized CDOC personnel.

G. The contractor shall provide, and telephone stations shall contain, tamper-free equipment suitable for a correctional environment in accordance with Industry Standards. The contractor shall provide the GTel model JP-3500 phones designed for correctional facilities with proven reliability, durability, and flexibility. The equipment shall contain no removable parts.

H. The contractor shall provide Telephone Devices for the Deaf (TDD) such as sign language video phones and, Tele- type devices and CapTel phones to comply with the Americans with Disabilities Act (ADA), including but not limited to providing telephones which are accessible to persons in wheelchairs, visually impaired and compatible with the required number of TDD units as specified by CDOC. The contractor shall provide equipment(s) for those users who are deaf or hearing impaired and allow those users to place outgoing telephone calls utilizing a text telephone (TTY) device integrated with NextGen Secure Communications PlatformTM (NextGen SCPTM) or through Video Relay Services. The variety of mounting options, along with the varying mounting heights, shall accommodate those with the need for accessibility for mobility impaired or wheelchairs. The contractor shall provide Video Relay Services (VRS) in addition to TTY/TDD. The contractor shall utilize ZVRS/Purple for our VRS solution

I. The contractor shall provide “amplified” and/or volume-controlled features.

J. The contractor shall provide the NextGen Secure Communications PlatformTM (NextGen SCPTM) system to support the following languages. However, the contractor shall provide additional languages upon request by CDOC. The available languages are English; Haitian; Creole; Somali; Spanish; Vietnamese; Mandarin; Polish; French; Korean; Russian; Navajo; Italian; Portuguese; Hmong; Bengali. By default, the contractor calling service offers language prompts in both English and Spanish. The contractor shall provide additional languages upon request by authorized CDOC representatives. The NextGen SCPTM shall be configured to provide prompts in as many as nine languages.

K. The contractor system shall provide an indicator for the called party to select the preferred language for call prompts. Users select their language choice at the beginning of the call process by dialing a single digit.

L. The contractor shall provide written dialing instructions, for/in, all languages to CDOC. The contractor shall provide durable printed dialing instructions in English, Spanish, and any other languages in use on each user telephone, using materials and techniques appropriate for the correctional environment that explain the process in a clear, easy to read manner, as shown in the following image.

M. The contractor shall provide NextGen SCP capability during the call set up process, the NextGen SCP shall provide a pre-recorded announcement identifying that the call is coming

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from a specific user at a CDOC facility. When a called party answers, NextGen SCP shall announce a collect/prepaid call from a user and state the name of the correctional CDOC facility. The specific user's recorded name is played to the called party as part of this call acceptance message to provide identification of the calling user. Each CDOC facility shall have the capability to customize CDOC names used in call announcements.

N. The ITS is expected offer the called party an option to receive a rate quote during the call set-up process. The contractor calling service shall notify a called party they have a collect call from a CDOC facility, the called party hears a quote rating of the cost of the call.

O. The contractor shall provide NextGen SCP with the capability for call acceptance by the called party shall be accomplished for all calls through caller confirmation (positive acceptance). The NextGen SCP shall be able to recognize and distinguish, but not be limited to, the following:

i. Standard or irregular busy signals.
ii. Standard or irregular ringing signals.
iii. Answering machines.
iv. Cellular telephones.
v. Operator intercepts.
vi. Quick disconnects.
vii. Chain dialing; and
viii. No voice from the called party.

P. The contractor shall provide NextGen SCP with the capability of active "called party" acceptance utilizing touch-tones to complete calls. When the called party answers the phone, the NextGen SCP answer detection triggers the call acceptance voice message, which instructs the called party to accept or reject the charges call.

Q. The contractor shall provide NextGen SCP with the capability to provide a recording back to the user detailing when a call was not completed. The contractor' calling service shall have the capability of Call Termination Warnings to notify the user when a call was not completed.

R. The contractor shall provide options to connect calls that would normally be blocked because of Competitive Local Exchange Carrier (CLEC) issues the majority of called parties receiving calls have pre-established accounts. For called parties who do not have a contractor account and who would normally be blocked because of a CLEC issue, the AdvanceConnect Single Call (ACSC) service shall allow for single calls to connect that previously would not have been completed. Instructions are provided on how to set up the contractor AdvanceConnect account. ACSC shall allow family and friends to connect to their user, without having an existing the contractor's AdvanceConnect prepaid account or in the event that their AdvanceConnect account does not have enough funds to complete a call. Upon receiving an unbillable call from a user, the family or friend shall be presented with the opportunity to enter a credit or debit card to pay for the just one call. They shall be billed for the time of the call at CDOC specific per-minute rate plus government taxes and applicable fees for that CDOC.

S. As a real-time, computer telephony-based switching system, and the contractor's calling service shall never connect a user to a conventional dial tone. All dialed numbers, whether prepaid or collect, are to be thoroughly analyzed prior to processing the call. This includes determining the validity of area code and exchange by checking the number against any restrictions. These include customer requested blocks, confirmation of payer's available

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funds or credit worthiness, and phone number attributes by accessing national database information. The system shall only dial a number after passing all of these tests.

89. DATA STORAGE

A. The contractor shall utilize a digital backup system that incorporates a mix of daily, weekly, monthly, and quarterly backups, providing facilities a complete history of their CDRs from various points in time. The contractor shall store all CDOC data in a centralized, fault tolerant data repository for easy, secure retrieval from any location, by any authorized user. If there is a localized CDOC outage, approved CDOC personnel shall have the capability to access site data from any location, at any time. The platform resides in two, geographically diverse, fault tolerant, carrier-class data centers to ensure data integrity, all at no cost to CDOC.

B. Redundancy is a key component of the Next Generation Secure Call Platform (NGSCP). While operating on a single platform, the contractor' NGSCP shall operate on duplicate environments in separate data centers in Atlanta, Georgia, and Dallas, Texas. Each component shall have N+1 redundancy, meaning that a failure of any one component does not result in downtime because there is a backup available to resume its function. In addition to the inherent redundancy of SCP, the contractor shall design redundancy into all support systems balancing, or other failover methods. All network transport shall have redundant network equipment and routing to allow traffic to reroute in the event of a failure. The NGSCP platforms in Dallas and Atlanta were designed and built to the same specifications. This standardization allows re-homing of systems from their primary data center to an alternate data center in the event of a failure. All circuits coming into the contractor data centers use multiple diverse carriers, including the interconnections between data centers. In the event of a failure, traffic shall reroute across a redundant circuit or path. In addition, the contractor uses multiple carriers for user calls from the NGSCP platform. Calls to family and friends shall immediately reroute upon failure of any carrier.

C. The contractor shall utilize a digital backup system (as described above) that incorporates a mix of daily, weekly, monthly, and quarterly backups, including settings such as call restrictions, user ID numbers, recorded usernames, ITS prompts, and other ITS operating database information. The contractor shall provide full ITS programming back-up on a daily basis including, but not limited to:

i. All call restrictions.
ii. ITS user ID numbers.
iii. Recorded usernames.
iv. ITS prompts; and
v. Other ITS operating database information.

D. The contractor shall assure that all changes made to the ITS settings, such as call restrictions, user ID numbers, recorded usernames, ITS prompts, and other database information are backed up in real-time as the changes are made. The contractor backs up all call restrictions; iD—both CDOC, ITS and/or PIN; Recorded usernames; ITS prompts; and other ITS operating database information.

E. Updates to a user's ID shall be automatically backed up immediately to the contractor off-site location.

F. The contractor shall incorporate a mix of daily, weekly, monthly, and quarterly backups, so facilities shall have a complete history of their CDRs and recordings from various points in

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time. Call recordings shall be made available for playback immediately. As an additional layer of protection, the contractor shall replicate call recordings between its Dallas and Atlanta data centers, at a minimum, on a daily basis.

G. The contractor shall provide full ITS user call record back-up in real time. The contractor shall back up call records in real time by using a combination of OracleTM database and Elasticsearch® for storing the communication detail records (CDRs).

H. The contractor shall store all CDOC data in centralized, fault-tolerant data repositories for easy, secure retrieval from any location, by any authorized user. The contractor shall utilize a digital backup system that incorporates a mix of daily, weekly, monthly, and quarterly backups so that facilities shall have a complete history of their CDRs from various points in time. If there is a localized CDOC outage, approved CDOC personnel shall access site data from any location, at any time. The platform resides in two, geographically diverse, fault-tolerant, carrier-class data centers to ensure data integrity.

I. The contractor shall concede that ownership of archived information such as call detail, user records, call recordings, etc. in the performance of this contract shall become and shall remain property of CDOC.

J. NextGen SCPTM retains communication detail records on all communication attempts and events. The contractor shall not limit the communication data storage time. Since every CDOC facility(s) requirements are different, the contractor shall coordinate with each CDOC facility, to define their individual facility optimal data storage timeframe. All recordings are stored online within both carrier-class data centers. The contractor shall either import the previous year's telephone data through our THREADS platform or negotiate and pay the previous vendor to provide two years of call record storage and retrieval at no cost to CDOC.

K. The contractor shall provide authorized CDOC personnel with a "Certificate of Destruction".

L. All data shall be stored/archived for retrieval and backup in a database when requested by authorized CDOC users.

M. All historical data is centrally stored and accessible for reporting purposes, from contractor data centers. The contractor shall maintain a presence in two data centers in geographically diverse locations. The contractor data centers shall be designed to withstand worst case events and maintain 99.95% availability. The data centers, managed and personalized by a carrier-class data center host, shall meet or exceed the Telecommunications Industry Association's (TIA) standard number 942 for Tier IV (highest availability) data centers. Additionally, the contractor data centers shall have redundant uninterrupted power systems, N+1 generator redundancy, and N+1 cooling redundancy. All systems and network equipment shall have redundant power paths. Multiple telecommunications carriers serve each data center for load balancing and path diversity. The contractor data centers are manned 24x7x365 for immediate physical assistance inside the data center. Multiple checks ensure data center physical security including guarded, photo-verified check-in, dual door authentication (card and biometric), and a mantrap (interlocking door controller) at the data center suite entrance.

N. The contractor shall provide a written Disaster Recovery Plan and Continuity of Operations Plan and associated internal system equipment that shall be capable of providing support in case of failures in power and for all natural or man-made disasters including flood or fire at

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the host CDOC. These plans and all updates shall be reviewed and accepted by the authorized CDOC personnel and kept for reference purposes.

90. SECURITY FEATURES

A. The ITS shall allow an unlimited number of CDOC authorized users to access the user interface simultaneously, while providing security to prevent unauthorized use and access. All users must have a valid username and password to access the system.

B. The ITS shall contain security features, which prevent unauthorized individuals from accessing any information held by the contractor. Secure access to the ITS and the database shall be maintained at all times. The contractor access controls for all systems shall be audited for compliance.

C. The contractor's NextGen SCP system shall be undetectable to the called party for calling number identification.

D. The ITS shall prohibit direct-dialed calls of any type. All calls shall be processed through the NextGen SCP and the automated operator services. Direct- dialed calls are prohibited.

E. The ITS shall prohibit access to "411" information service. NextGen SCP shall be installed and maintained so that access to the 411-information service shall be prohibited and blocked. NextGen SCP offers unlimited blocking so the resulting call blocking table that is created may contain as many entries as needed. In addition, there is an associated "Description" field that allows for additional information to be attached. The contractor shall upload and maintain a CDOC call blocking list during and after the installation process to eliminate the burden of initial setup and maintain ongoing updates from CDOC personnel. All dial-around area codes and exchanges, such as 800, 900, and 976, shall be blocked by default. Access to live operator services, such as 0, 411, and 911, are blocked by default.

F. The ITS shall prohibit access to CDOC designated numbers. The contractor shall include CDOC-designated numbers in the global call blocking list upon installation and as an ongoing service.

G. The ITS shall provide the capability to shut down quickly and selectively. Authorized CDOC personnel shall be able to shut down the ITS by virtual cut-off switches at demarcation locations. The contractor shall include cut-off switches at each demarcation location, central control centers and select housing units to allow for manual cut-off of the NextGen SCP system Authorized CDOC personnel shall disable a telephone, group of telephones, or all CDOC phones using any personal computer with access to the NextGen SCP via internet access.

H. The ITS shall be able to take an individual telephone out of service without affecting other telephones. The same on/off station controls that allow CDOC personnel to shut down the ITS shall allow CDOC authorized users to take an individual phone out of service without affecting other Telephones.

I. The ITS shall not process incoming calls at any time. The contractor shall provide the capability that no user telephone shall be capable of receiving an incoming call and the contractor shall coordinate with the local exchange carriers (LECs) to ensure such control. NextGen SCP shall not process incoming calls at any time. To ensure maximum security to

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the system, the contractor provisions the trunks in the Secure Call Platform (SCP) data center as outgoing only, ensuring that no incoming calls shall reach the user.

J. The contractor shall provide the capability to detect "false disconnects". NextGen SCPTM shall continuously analyze call data and system parameters to detect anomalies, hardware failures, fraud indications, or unusual usage patterns.

K. The ITS shall have the capability of answer detection. NextGen SCP shall utilize accurate answer supervision/detection. The contractor calling service shall require active "called party" acceptance using touch-tones to complete calls. When the called party answers the phone, the calling service's answer detection triggers the call acceptance voice message. This message announces the user's call and asks the called party to accept or reject the charges of a collect call. The called party is instructed to dial a single digit on their telephone to accept the collect call charges, or hang-up to disconnect the call and refuse charges.

L. The contractor shall provide answer detection methodology. The contractor's calling service shall utilize call progression technology and other detection techniques to validate each call answer-and-acceptance event (See response to 3.9.12 above). The feature enables the system to state the specific reason for the call termination when a user's call does not complete. For a call between a user and a called party to take place, a valid call answer-and-acceptance must occur. The system must distinguish between legitimate call acceptance and other telephone activities

M. The user's call shall be muted until the called party has positively accepted the call. The ITS shall not allow the user to hear the called party prior to the actual positive acceptance of the call. The Mute Acceptance and Call Progression feature in the contractor' calling service shall be configured to allow the user to either mute or hear call progression. NextGen SCPTM shall initially be configured to mute the user's line until the system detects positive acceptance by the called party. The user shall never speak to nor hear the called party until the called party positively accepts the call. This applies to both collect and prepaid calls.

N. The ITS shall be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes per user, per month. NextGen SCP's Programmable Call Duration, Calling Schedules, and Calling Restrictions features provide CDOC personnel with the necessary capabilities to limit the length of a call, provide the dial tone at certain times of the day, and allow a maximum number of minutes per user, per month. Programmable Call duration, NextGen SCPTM shall be utilized to set a maximum time limit for any or all calls related to either an individual PIN or all PINs.

O. In all circumstances, the ITS shall limit the user to a single call request. The ITS shall always require the user to disconnect and initiate another call. NextGen SCP shall limit the user to a single call through the dual-tone-multi-frequency (DTMF) detection fraud prevention tools. The system, by default, does not allow the user to press additional digits, which makes it impossible for users to receive a secondary dial tone or call anyone by dialing additional digits after call connection or call disconnect. The system shall utilize DTMF collection techniques to collect and only act upon digits that the system is expecting. The system does not expect digits after call connection and shall not accept any extra pressed digits to initiate another call unless the first call is disconnected.

P. The contractor shall keep abreast of the Industry for state-of-the-art changes. The contractor shall notify CDOC of additional or optional features available for consideration, as they become known. The contractor shall provide CDOC recommendations on the feasibility of

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utilizing additional and optional features, investigative systems, management systems and tools.

Q. Through Word Alert, the contractor shall provide speech-to-text transcription and keyword search tool, 100% of communications shall be monitored. The contractor shall provide Guarded Exchange monitoring services as a force multiplier and CDOC shall have the needed intelligence to keep personnel and users safe. Word Alert automatically transcribes all telephone calls and SVC video sessions to text. Investigators have the capability to search the transcripts for words and phrases either interactively or by setting up automated, continuous alerts when matches occur.

R. The contractor shall at the discretion of CDOC provide the following requirements:

i. The contractor shall provide and maintain user tablets on a separate computer network from CDOC.

ii. The contractor shall provide all equipment and software necessary to provide the services requested, to include but not limited to telephone sets, wiring, connectors, jacks, etc. The contractor shall, upon CDOC approval, utilize any existing hardware belonging to CDOC that is available and suitable. (Note: Any materials currently belonging to CDOC shall remain the property of CDOC.) All equipment shall be of a heavy construction and considered vandal-proof by telephone industry standards. Security phone sets are to be provided by the contractor shall, and all sets shall be the property of the contractor. The contractor shall provide the ratio of 1:1 tablets at each CDOC facility. The contractor shall provide installation, repair and maintenance services to all facilities required by CDOC including current, new and privatized facilities.

iii. The contractor shall provide a complete, turn-key user telephone system. The contractor shall install 100% of the system hardware and software for all facilities and maintain them for the life of the contract. The contractor shall be responsible for all charges related to the installation, repair, and maintenance services of all network hardware/software related to the network and phone system for the term of the contract, including but not limited to line charges, connection fees, or other charges that may be generated by local telephone companies or long-distance telephone companies that may be utilized by the vendor. All contractor-performed effort shall be at no cost to CDOC.

iv. The contractor shall provide and install all additional and replacement wire and/or cable necessary for the operation of the proposed systems. All wire and/or cable installed becomes the property of CDOC. The installation and materials used shall conform to industry standards and CDOC security standards.

v. The contractor shall install the NextGen SCP system utilizing an automated operator so that users shall not have access to a telephone operator. NextGen SCP shall deliver the calls to the called party as collect, prepaid, or debit calls, including local and long distance. NextGen SCP is a state-of-the-art, web-based system designed to provide CDOC with user call control and reporting, requiring limited administrative involvement by CDOC. SCP's advanced features provide extremely powerful and flexible tools for controlling user calling, reducing fraud, increasing investigative capabilities, and generating valuable administrative reports. The system is designed to adapt to your facilities and operations, rather than requiring you to conform to the software, and provides options for English, Spanish, as well as other languages. In addition to providing TTY/TDD phones, the contractor shall provide CDOC with our

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Video Relay Service (VRS) for deaf and hard-of-hearing users. NextGen Secure Communications PlatformTM

vi. The contractor shall provide a programmable time limit restriction on calls with a notification of cut-off. The system shall set a maximum time limit for any or all calls related to either an individual PIN or all PINs. The phone system shall automatically manage all imposed period of performances and time limit restrictions, reducing the workload for CDOC personnel. The system announces the upcoming time limit to the user and called party at one or two minutes prior to end of their call, and then enforces CDOC policy with a hard stop.

vii. The contractor shall provide the NextGen SCP. The NextGen SCP shall enable a CDOC to set up Personal Identification Numbers (PINs) for each user. The system shall be configured to require users to enter their PIN before making a phone call. PIN generation shall be uploaded from a JMS, OMS, or Commissary provider using the contractor E-Imports application, web services or a custom integration. PINs shall be manually input through the SCP user interface. PINs shall be linked to a User ID (Custody Account ID) for all user information including allowed calling schedule, call period of performances, and more. The number shall be configured as a number from 4 to 16 digits in length. Each user shall be issued a unique PIN. Additionally, some OMS or JMS platforms shall generate a four (4) to 16-digit PIN randomly and send it to SCP via an integration.

viii. The contractor shall provide and install remote cut-off switches at each installation site and/or administration sites to allow a manual cut-off of the NextGen SCP system. This feature will only be accessible by authorized CDOC personnel.

ix. The NextGen SCP system shall provide the Personal Allowed Number (PAN) feature in the NextGen SCP system that provides an approved calling list for each user. The system shall provide the capability of furnishing a maximum of 25 numbers to each user.

x. The NextGen SCP system shall brand each call with the name of CDOC and the name of the user placing the call. When a called party answers, the system shall announce a collect call from a user and state the name of the CDOC facility where the user is located. The user's recorded name is played to the called party as part of this call acceptance message to provide identification of the calling user.

xi. The NextGen SCP shall deny all incoming calls. To ensure maximum security to the system, the contractor provisions the trunks in the Secure Call Platform (SCP) data center as outgoing only, ensuring that no incoming calls shall reach the user.

xii. The NextGen SCP shall detect and prevent a call to be transferred to a third party within the limits of current technology. No calls to pager numbers or pay telephones are allowed. The contractor shall provide fraud detection and prevention through real-time Remote Call Forwarding (RCF) detection to immediately terminate a call if it detects that a called party's telephone number is call forwarded or transferred to another telephone number.

xiii. The contractor shall accommodate users in segregation, several different solutions, including a standard user phone mounted to a mobile, cordless phones, mobile headsets and tablets. The contractor shall work with CDOC to provide the best solution at each CDOC facility and within each specific location

xiv. The NextGen SCP system shall terminate a call completely when either party hangs up the phone or when the predetermined maximum call time is reached. In addition,

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detection of three-way call or a remotely forwarded call shall result in call disconnection, depending on the facilities preferences.

xv. The contractor shall provide integrated recording and monitoring applications, authorized CDOC personnel, as well as other authorized agencies, to access these functions. Any authorized user with an approved username and password shall easily, and remotely, access recording and monitoring of user calls from any computer or device with access to the Internet. The contractor has tested and certified the playback of calls and live monitoring.

xvi. NextGen SCP shall monitor calls based on Security Threat Group (STG) affiliation using data provided by CDOC. CDOC shall have the investigative tools of THREADS, IPRO and ICER to assist investigators in identifying STG members and communication patterns. t NextGen SCP shall allow for investigators to manually add High Interest Group labels to users and called numbers.

xvii. The contractor shall provide the capability to automatically record all calls, with the exception of attorney calls. NextGen SCP shall automatically bypasses monitoring and recording of special calls by designating phone numbers, such as those to attorneys, clergy or Doctors, as "private." The contractor shall coordinate with CDOC on the best process for making attorney calls private (do not record). This could include importing all known attorney numbers from CDOC's existing system or a list provided by the State Bar Association to the system.

xviii. The contractor shall provide Investigator ProTM (IPRO) continuous biometric voice identification for CDOC. The voice biometric identification capabilities in IPRO, together with the User Intercommunications Evaluation & Reporting (ICER) capabilities shall provide CDOC a well-integrated and focused tool to uncover and identify user attempts to hide their identities or to communicate with other users either inside a CDOC facility or in other facilities across the country.

xix. The contractor shall provide a system that does not require CDOC personnel to assist with placing calls.

xx. The contractor shall provide a system to Include the capability for access to the Prison Rape Elimination Act (PREA) Sexual Abuse Hotline, which is operated by a designated outside reporting entity along with access to an identified emotional support entity and any other special need hotline numbers identified by CDOC. Calls to the Hotline shall be at no charge to users or CDOC. CDOC shall designate applicable personnel with access to monitor the hotline.

xxi. The contractor shall provide a telephone hotline allowing a user to dial #55 (preferred number) where the user hears a recording (English/Spanish) stating they shall report sexual abuse or sexual harassment using this system. The user's voice message shall be attached to an email that is sent to either the English shared mailbox account or to the Spanish shared mailbox account (or other language) for review and handling; the mailbox shall have the capability to send out emails. The system shall provide CDOC with the capability to confirm the location (facility) where the call originated.

xxii. The contractor shall provide a system that does not violate any Federal, Colorado State, or local laws.

xxiii. The contractor shall obtain and keep in good standing all licenses required by the Federal Communications Commission (FCC), to provide interstate and international telecommunications services, and/or any other approvals required to provide interstate

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and international telecommunications services, to utilize the system at any/all individual CDOC facility(s).

xxiv. The contractor shall provide a system that does not interfere with any wireless equipment (two- way radios, Wi-Fi equipment, etc.) already operating at any/all CDOC facility(s). This includes but is not limited to two-way radio systems, telephone and data systems (other than applicable cellular devices), fire alarm systems, environmental control systems, lighting, motors, pumps, and electrical equipment. Shall any damage occur, the contractor shall provide and be responsible for any repairs required.

S. Investigative Products and Features Terms of Use

i. Applicability. These terms of use specifically apply, if deployed pursuant to the Agreement, to investigative products which may include THREADS, Investigator Pro, ICER, Word Alert, Guarded Exchange Services, National Cellular Forensics Services, Securus Digital Mail Center, and the investigative features of any other Provider product (collectively, the "Selected Applications").

ii. Customer Warranty. Customer will comply with all privacy, consumer protection, constitutional, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Selected Applications. Customer acknowledges and understands that Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the Selected Applications or the information obtained in connection therewith. Provider will have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Selected Applications. To the fullest extent allowed by law, Customer agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out Customer's non-compliance with applicable laws.

iii. Conditional Use of Selected Applications. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any or all of the features that are currently part of the Selected Applications. Moreover, if Provider determines in its sole discretion that the Selected Applications and/or Customer's use thereof (1) violates the terms and conditions set forth herein; (2) violates any applicable rule; or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Selected Applications and shall have no further liability or responsibility to Customer with respect thereto.

iv. Accuracy of Transcription, Translation, and Analytical Services. For Selected Applications which provide transcription, translation, or analysis of communications or information, Customer understands and acknowledges that all information used and obtained in connection with such Selected Applications is provided "AS IS." Customer acknowledges and agrees that speech transcription and translation is subject to unavoidable inaccuracies due to, among other things, poor audio quality, language spoken with significant accents or dialects, unfamiliar vernacular or vocabulary, or other issues which may result in transcript or translation inaccuracies. Provider does not make any representations or warranties regarding the Selected Applications' ability

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to identify suspicious or suggestive key words or phrases, phrases that suggest threats to security, or phrases that indicated criminal activity in and outside of the Facility(s).

v. Disclaimer of Warranties. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE SELECTED APPLICATIONS AND ALL INFORMATION USED AND OBTAINED IN CONNECTION WITH THE APPLICATIONS ARE PROVIDED "AS IS." PROVIDER AND ITS SUBSIDIARIES DO NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SELECTED APPLICATIONS. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SELECTED APPLICATIONS OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT WILL PROVIDER AND ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE SELECTED APPLICATIONS OR THE UNAVAILABILITY THEREOF.

vi. Limitation of Liability. PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (OR TO ANY PERSON TO WHOM CUSTOMER MAY HAVE PROVIDED DATA FROM THE SELECTED APPLICATIONS) FOR ANY LOSS OR INJURY ARISING OUT OF OR IN CONNECTION WITH THE SELECTED APPLICATIONS OR CUSTOMER'S USE THEREOF. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON PROVIDER, CUSTOMER AGREES THAT PROVIDER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF PROVIDER IN CONNECTION WITH THE SELECTED APPLICATIONS, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, WILL NEVER EXCEED $10,000. CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SEEK TO RECOVER FROM PROVIDER AN AMOUNT GREATER THAN SUCH SUM EVEN IF CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

vii. Indemnification. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS PROVIDER FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S USE OF THE SELECTED APPLICATIONS, INFORMATION OBTAINED IN CONNECTION THEREWITH, OR INSTRUCTIONS PROVIDED BY CUSTOMER TO PROVIDER RELATED TO THE SELECTED APPLICATIONS.

91. ITS INMATE IDENTIFICATION NUMBER (ID) APPLICATION

A. The contractor shall establish a user account on the ITS that includes:

i. CDOC user ID numbers shall be generated at intake and shall be updated on the ITS daily.

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ii. The ITS shall provide the user the ability to choose a minimum of a four (4) digit password for logging into the ITS. The contractor shall describe the procedures to implement and reset a user's password.

iii. Authorized CDOC personnel shall have the ability to modify or review any privileges or restrictions pertaining to a user. Level of authority shall be password/user account/password-based.

B. The ITS user ID number application shall work with the ITS utilizing all the features and functionality described herein. No calls shall be made without an ITS user ID number.

C. The ITS shall allow each ITS user(s) ID number to have a "class of service" assigned. An adjustable default setting shall be provided. Setting shall apply to all calls unless modified for a special ID. Each ITS user ID number shall have the maximum period of performance of each call, etc. The proposed ITS must provide call restrictions by ITS user ID numbers and provide the following restrictions at a minimum:

i. Location: Users shall only make calls from the location designated identified in the data transfer file from CDOC.

ii. Placing of Calls: Users shall be either approved or not approved to make telephone calls by ITS user ID number.

iii. Use of Specific Telephones: Users, via the ITS user ID number, shall be restricted to a specific telephone or group of telephones, at the authorized CDOC personnel's option; (i.e.: unit, wing, etc.).

iv. Period of performance of Call: Limit the period of performance of the call by CDOC, by individual, and by type of call, (local, Internet, etc.).

v. Time of day calling.

vi. Any combination of the above.

vii. Once a user is released, the ITS user ID number and password shall be deactivated.

viii. The ITS shall interface with CDOC EOMIS system to ensure CDOC user ID shall be automatically transferred to the ITS.

ix. The ITS user ID numbers shall be accessible to authorized CDOC personnel.

x. The contractor shall document any changes to an individual ITS user ID number.

xi. The contractor shall provide technology to restrict communication from those individuals who are not on the user's approved phone list.

92. SYSTEM RESTRICTION, FRAUD CONTROL AND NOTIFICATION EXPECTATIONS

A. The security and confidentiality of user-placed telephone calls is of critical importance. Security features, which prevent unauthorized access to any information held by the contractor shall provide for restriction to the ITS, fraud control for prevention purposes, and notification capabilities for attempted security violations or breaches. Secure access to the ITS shall be maintained at all times.

B. Each completed call from the ITS, except registered attorney telephone calls, shall include a pre-recorded announcement at the beginning of the call that the call is subject to monitoring and recording.

C. The contractor shall provide the capability to detect unusual or suspicious number sequences dialed or dialing patterns, which the ITS identifies as possible attempts to commit fraud.

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D. The contractor shall provide the capability to detect and/or prevent fraudulent dialing attempts.

E. The contractor shall provide an ITS with a call alert and notification feature. An alert is an immediate visible indication of a suspected event that shall be set by authorized CDOC personnel. A notification shall be issued to CDOC via an e-mail or phone call of an identified event selected by authorized CDOC personnel. The event shall include but is not limited to:

i. A certain user placing a call,
ii. A certain number is called by a user, or
iii. A CDOC unauthorized call attempt is made.

F. The contractor shall provide an ITS alert feature

G. The contractor shall provide and be able to identify and report, three-way or conference calling and call forwarding. The contractor shall provide authorized CDOC personnel, options to manage identified calls. If authorized CDOC personnel choose to disconnect the call, the ITS shall interject a message stating “This call is being disconnected in ten (10) seconds”.

93. SYSTEM NETWORK STATUS MONITORING COMPONENT

A. The contractor shall provide an ITS status monitoring component within the ITS.

B. The ITS’ status monitoring component shall, at a minimum:

i. Show graphically, in real-time, the status of the ITS components at each CDOC

C. CDOC and other locations, to include but not limited to:

i. Calls.
ii. Processor equipment.
iii. Call monitoring equipment.
iv. Call recording equipment.
v. Telephone station equipment; and
vi. Network circuit connections.

D. At a minimum the ITS demonstrates the component status in a minimum of two (2) conditions:

i. “Green” for normal operation; and
ii. “Red” for failed operation.

E. The ITS shall provide automatic reporting of component status changes (not manual input) for calls.

F. The ITS shall display and record event times, i.e., when any component changes status from “Red” to “Green”, or vice-versa.

G. The ITS provider shall provide the service technicians the ability to log acknowledgements of but not limited to:

i. Component failures.
ii. Log acceptance of responsibility for repair; and
iii. Log comments on action taken for calls.

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H. Authorized CDOC personnel shall be allowed to observe the ITS status display at any time upon demand. All event records and technician logs shall be maintained by the contractor for a minimum of thirty (30) days and shall be made available to authorized CDOC personnel upon request.

94. TRANSITION PLAN

A. The contractor shall coordinate with authorized CDOC personnel and the incumbent to ensure an orderly transition of the Offender Communication System (OCS) and responsibilities under the Contract and ensure the continuity of the system required by the CDOC.

B. The contractor shall provide a transition plan for a smooth "cutover" to the new ITS

C. The contractor shall maintain the current ITS database information including user profiles and call records during conversion to the new ITS.

D. Upon expiration, termination, or termination of the Contract, the contractor shall Cooperate/coordinate in an orderly transfer of responsibility and/or the continuity of services required under the terms of this Contract to an organization designated by the authorized CDOC personnel. The contractor shall provide and/or perform any or all of the responsibilities outlined in this Scope of Work.

E. The contractor shall acknowledge that the call records, call recording, documentation, reports, data, etc., contained in the ITS are the sole property of the CDOC. The contractor shall be responsible for providing all call records, call recordings, documentation, data, etc., in a CSV format or format that authorized CDOC personnel shall maintain and utilize as an operational database and is designated by the authorized CDOC personnel.

F. Upon completion and/or termination of this contract, all call detail records, call recordings, documentation, reports, data, etc. shall be provided to the authorized CDOC personnel by the contractor within one hundred twenty (120) days of request. The data shall be in a workable, software-compatible format, to be determined by authorized CDOC personnel, at no cost to the CDOC.

G. The contractor shall continue to provide all of the services in accordance with the terms and conditions, expectations and specifications of the Contract for a period not to exceed one hundred twenty (120) calendar days after the expiration, termination or cancellation date. Upon termination, the contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on a date specified by the authorized CDOC personnel.

95. DIGITIZED MAIL CENTER

A. The contractor shall provide an eMessaging and Digital Mail Center to meet the CDOC requirements under the Paperless Mail System.

B. The contractor shall provide an automated mail digitizing solution for postal mail.

C. The contractor shall provide intelligent mail solutions to CDOC personnel for investigative purposes (keyword/watchword search capabilities on both incoming and outgoing messages).

D. The contractor shall provide digitized mail services that offer the ability to restrict senders and receivers.

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E. The contractor shall provide digitized mail technology to allow for separate viewing of letters and photos as well as the ability to reject/accept any combination of letters and/or photos.

F. The contractor shall provide both electronic viewing of messages and the ability for facilities to print messages and photos. For printing physical mail, the contractor shall provide supplies, printers and consumables, including, but not limited to, toner and paper to each CDOC facility at no cost to CDOC.

G. The contractor shall provide tracking and logging receipt and delivery of all received mail.

H. The contractor shall ensure user electronic mail is storable and/or transferrable to CDOC storage.

I. The contractor shall maintain all mail processing data current and make available upon request by authorized CDOC personnel.

J. The contractor shall provide reporting of received contraband to CDOC and local law enforcement agencies.

K. The contractor shall provide a remote management platform through a security access designation.

L. The contractor shall install and/or provide any/all necessary printer equipment and consumable supplies related to the printing and distribution of physical copies of mail within CDOC facilities including any related hardware and software/firmware without cost to CDOC

M. The contractor shall adhere to any/all municipal, State or Federal expectations for the handling and delivery of mail throughout the period of performance of the Contract. Should violation of codes, laws, statutes or ordinances occur, relating to the digital mail system, the contractor shall correct the situation at no cost to CDOC, including payment of any fines or penalties associated with the violation.

N. With regard to eMessaging, Customer is solely responsible for reviewing and approving each message, including (if applicable and permitted by Customer) any attachments. Provider will use machine translation to translate eMessages written in Spanish into English for the sole purpose of Customer review. Customer acknowledges that machine translation is not 100% accurate and that such machine-translated messages may contain grammatical and other errors. Provider makes no representations or warranties regarding the accuracy or reliability of such machine translation.

O. Provider will conduct the initial processing of physical mail and its conversion into electronic form, typically within 48 hours of receipt. After processing and, if desired, Customer approval, Provider will distribute the electronic version of the mail as agreed by Customer and Provider. Provider will not scan any items that are not reasonably susceptible to scanning (such as boxes, books, stapled papers, publications, money orders, or other such materials which do not consist of printed correspondence on a two-dimensional page). Customer will inform recipients and friends and family about this restriction and the general process of the Digital Mail Service. If Provider receives such items, they will be returned to their sender. If Provider receives mail addressed to a recipient no longer at Customer's facility, such mail will be returned to its sender. At Customer's option, physical mail may either be destroyed after 30 or 60 days or forwarded to Customer (at Customer's cost), at Customer's preference. If Customer elects to withhold mail from delivery to a recipient or

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directs Provider to destroy mail per this Schedule, the Customer is solely responsible for notifying the recipient and the sender of such actions as may be legally required.

Neither Provider nor Customer will process any mail through Digital Mail Center that originates from an attorney's office or is otherwise legally private or privileged. If Provider receives mail originating from an attorney's office or other private/privileged establishments, Provider will return it to its sender.

All electronic information associated with the mail, including sender name, time, date, and address along with the scanned images will be stored for the Term of the Agreement.

96. ADDITIONAL COMMUNICATION SERVICES

A. The contractor shall provide any/all additional features, functionality and technology available through the contractor shall provide products that the contractor believes would be beneficial to CDOC.

i. User Cellular Phones
ii. Fully secured and tamper proof smartphone
iii. Remote monitoring and user location tracking
iv. Text and voice/video calling capabilities
v. User check-in technology
vi. ADA compliant phones
vii. Reentry Services/Apps
viii. Educational platform
ix. Job skills
x. Employment resources
xi. Vocational building
xii. Creative content
xiii. Additional rehabilitative apps and technology or opportunities for users to gain skills.

B. The contractor will, at the discretion of CDOC, provide Cellular Phone Detection technology within CDOC facilities.

C. Additional user communication services and/or applications may be limited to certain user populations, facilities, programs, and/or geographic areas.

97. MAINTENANCE PLAN

A. Software Modification by the contractor shall provide software upgrades on a quarterly basis. These shall be announced in advance to CDOC. When required, the contractor shall coordinate with CDOC personnel to ensure any required testing and validation are done before any software upgrades are made so all upgrades meet the requirements of CDOC. Before releasing to CDOC for either testing or migration in production, software goes

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through testing by the contractor, prior to installation, to ensure the software fully meets the objectives of the enhancements.

B. The contractor shall provide CDOC with an Implementation plan, for coordination/approval, by CDOC, prior to implementation processes begin. More detailed implantation and project plans shall be mutually developed to ensure all elements of contractual requirements are included and time-lined to meet CDOC requirements.

C. The contractor shall prepare software releases and stages for testing, validation and acceptance in a test environment. The Department shall perform testing for authorization prior to migration to the production environment.

D. The contractor shall provide a maintenance schedule to include frequency, location of service technicians and response time. Downtime shall not extend past a 24-hour period. The contractor shall continuously monitor all data centers, infrastructure components, platform systems, and communications services using a suite of network performance monitors. The performance monitors shall be highly configurable to provide real-time monitoring, event notification, alert history and statistical information. An alarm condition creates immediate visual alerts and email notifications. The contractor Network Operations Center (NOC) shall provide 24x7x365 monitoring for all of the contractor systems, including the NextGen Secure Communications PlatformsTM (NextGenSCPTM), network, back-office systems, and data centers.

E. The contractor shall provide support for the equipment Monday through Friday 8:00 am to 5:00 pm MST.

F. The contractor shall provide a toll-free customer support telephone number when service is needed.

G. The contractor shall provide customer support through the Technical Support Center, customer support is available 24/7/365.

H. The contractor shall provide and maintain the maintenance schedule and equipment installation at no cost to CDOC.

I. There shall be no additional installation cost to CDOC for changing out equipment for repair or replacement. The contractor shall be responsible for expenses required for the repair of the equipment.

J. The contractor shall provide and coordinate all services, maintenance and repairs in advance with the approved CDOC personnel. The contractor shall contact authorized CDOC personnel to make arrangements for entry at the affected CDOC facility regarding maintenance and repairs. The contractor shall coordinate with CDOC personnel to ensure all service and maintenance are coordinated to meet the requirements of CDOC. CDOC personnel shall be contacted prior to any onsite visits to ensure all safety and regulatory protocol are followed and to best meet the needs of CDOC personnel.

K. The contractor shall provide all necessary labor, parts, materials, and transportation to maintain the hardware and software of the OCS equipment and maintain compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge shall be made to CDOC for maintenance of the OCS equipment and/or environment infrastructure.

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L. The contractor shall provide for continuous on-line diagnostics and continuous oversight as well as local remote offline control access for advanced programming and diagnostics of the tablet environment. Within the function of the Network Operations Center, on-line diagnostics and continuous system oversight is on an on-going basis. The contractor shall continuously monitor all data centers, infrastructure components, platform systems, and communications services using a suite of network performance monitors. The performance monitors shall be highly configurable to provide real-time monitoring, event notification, alert history and statistical information. An alarm condition shall create immediate visual alerts and email notifications. The contractor Network Operations Center (NOC) provides 24x7x365 monitoring for all contractor systems, including the NextGen Secure Communications PlatformsTM (NextGenSCPTM), network, back-office systems, and data centers.

M. The contractor shall provide on-site repair time, method and proposed level of services for the facilities. The contractor shall establish response times and service level agreements that accomplish the objective of providing timely resolution to each CDOC facility request. The contractor Network Operations Center (NOC) provides 24x7x365 monitoring for all contractor systems, including the NextGen Secure Communications PlatformsTM (NextGenSCPTM), network, back-office systems, and data center Technicians assign each service request one (1) of three (3) initial priority levels, each with resolution and escalation timelines. Every effort is made to resolve the problem remotely within the designated timeframes, and the contractor resolves most service requests during the initial request. If necessary, a field service technician is dispatched to CDOC to expedite resolution.

98. ESCALATION PLAN

A. The contractor shall provide all priority tickets as they are opened, updated and closed by the field technicians. They shall include details to show the problem and final resolutions of the problem addressed by the

B. The contractor shall provide authorized CDOC personnel with a complete list of business, cellular and pager numbers for the contractor'/subcontractors, managers, administrators, technicians, etc. The contractor's management home and emergency telephone numbers shall be furnished, with the expectation these numbers shall only be shared within legitimate fulfillment of the contract.

C. Either party shall report to the other party any misuse, destruction, damage, vandalism, liability, etc. on all the contractor shall install OCS equipment. The contractor shall report to CDOC any misuse, destruction, damage, vandalism, liability, etc., on all the contractor-installed CDOC equipment.

D. All issues surrounding the OCS environment shall be reported to appropriate CDOC personnel as they occur and on any regular basis agreed to in establishing the implantation plan.

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E. The contractor shall provide and have the ability to perform remote diagnostics to the ITS to determine if a problem is with the telephone or with the telephone line. The contractor employees shall continuously monitor our NextGen Secure Communications PlatformTM (NextGen SCPTM) from our Network Operations Center (NOC). The NOC is staffed 24x7x365 by network experts certified in the systems and software used to monitor all NextGen SCP functions and equipment, as well as the associated network. The NOC shall maintain failure reports, service history, and other diagnostic information, which are available to CDOC when requested.

F. The contractor shall provide and be responsible for any expenses required for the repair of the equipment. All repairs and replacements shall be covered in the maintenance provided to CDOC under the contract fulfilling the terms of this contract.

G. The contractor shall maintain methods of dealing with problems, complaints and response time.

H. The contractor shall provide maintenance and support to include unlimited phone support, updates and upgrades, and security related updates to the phone, video, and tablets solutions the contractor provides. This includes updates, upgrades, patches, service packs, hot fixes or workarounds.

I. The contractor shall provide software upgrades on a quarterly basis. These changes shall be announced in advance to CDOC. When required, the contractor shall coordinate with CDOC personnel to ensure any required testing and validation are done before any software upgrades are made so all upgrades meet the requirements of CDOC. Before releasing to CDOC for either testing or migration in production, software shall go through testing by the contractor in order to ensure the software fully meets the objectives of the enhancements.

J. The contractor shall provide an escalation plan. In all instances, service shall be requested through the TSC and field service personnel shall be dispatched through a trouble ticketing system to ensure Documentation and timely resolution of all service tickets.

99. TRAINING ON ALL EQUIPMENT FOR CDOC PERSONNEL

A. The contractor shall provide equipment training & training schedule, to authorized CDOC personnel at the individual locations/facilities where the equipment is installed. Additional training shall be provided to new authorized CDOC personnel assigned during the Contract period of performance, at no cost to CDOC upon the request of CDOC. Video conferencing and/or webinar are acceptable however in person is preferred. The contractor shall provide product training for all NextGen Secure Communications PlatformTM (NextGen SCPTM) features in agreement with CDOC. Experienced contractor employees conduct all training

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through online instructor-led classes or on-site, one-on-one and classroom training sessions at no cost

B. Training manuals shall be provided as needed by mutual agreement. Many materials shall be on-line, via web instruction, and in-person training. This shall be provided at no cost to CDOC, and all manuals shall become the property of CDOC

C. The contractor shall provide informational materials for users' relatives to explain applicable features and functionalities of devices provided through this contract upon request at no cost to CDOC

D. The contractor shall provide in-depth training on tracking, researching, and investigating calls, videos, mail, email, messaging, and any other communication solution.

E. The contractor shall include a Training Plan.

F. Rate Adjustments: The contractor shall comply with the stipulation that a user rate adjustment(s) requests must be made in writing no later than 60 days prior to the annual renewal date and is subject to negotiation. The contractor understands that the annual price adjustment request shall not exceed the amount specified in the U.S. Bureau of Labor Statistics Consumer Price Index (CPI-U) under the appropriate category and services, and in accordance with FCC Regulations.

End of Exhibit A.

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EXHIBIT B, FACILITY LIST

1. STATE CORRECTIONAL FACILITIES

A. AVCF - Arkansas Valley Correctional Facility, 12750 Hwy 96 at Lane 13, Crowley CO 81034
B. ACC/CMC - Arrowhead Correctional Center, 57500 Hwy 50 E, Canon City CO
C. BVCF - Buena Vista Correctional Facility, 15125 US-24 Buena Vista, CO 81211
D. CCF - Centennial Correctional Facility, 57500 Hwy 50 E, Canon City, CO 81212
E. CCFS - Centennial Correctional Facility South, 57500 Hwy 50 E, Canon City, CO 81212
F. CSP - Colorado State Penitentiary, 57500 Hwy 50 E, Canon City, CO 81212
G. CTCF - Colorado Territorial Correctional Facility, 275 Hwy 50 W, Canon City, CO 81212
H. DCC - Delta Correctional Center, 11363 Lockhart Rd, Delta, CO 81416
I. DRDC - Denver Reception and Diagnostic Center, 10900 Smith Rd, Denver, CO 80239
J. DWCF - Denver Women's Correctional Facility, 3600 Havana St. Denver, CO 80239
K. FMCC/CMC - Four Mile Correctional Center, 57500 Hwy 50 E, Canon City, CO 81212
L. FCF - Fremont Correctional Facility, 57500 Hwy 50 E, Canon City, CO 81212
M. LVCF - La Vista Correctional Facility (women's facility), 1401 W. 17th St. Pueblo, CO 81002
N. LCF - Limon Correctional Facility, 49030 Hwy 71 S, Limon, CO 80826
O. RCC - Rifle Correctional Center, 200 C.R. 219, Rifle, CO 81650
P. SCCF - San Carlos Correctional Facility, 1401 W. 17th St, Pueblo, CO 81002
Q. SCC/CMC - Skyline Correctional Center - The Beacon 57500 Hwy 50 E, Canon City, CO 81212
R. SCF - Sterling Correctional Facility, 12101 CO 61, Sterling, CO 80751
S. TCF - Trinidad Correctional Facility, 21000 Hwy 350 E., Model, CO 81059
T. YOS – Youthful Offender System, 1401 W. 17th St, Pueblo, CO 81002
U. ECCPC – East Canon City Prison Complex Visiting Center, 57500 Hwy 50 E, Canon City, CO 81212
V. CDOC – Colorado Department of Corrections Headquarters – Test Environment, 1250 Academy Park Loop, Colorado Springs, CO 80910

2. CONTRACT FACILTIIES

A. BCCF - Bent County Correctional Facility, 11560 Rd FF75, Las Animas, CO 81054
B. CCCF - Crowley County Correctional Facility, 6564 Hwy 96, Olney Springs, CO 81062-8700

3. ADDITIONS or SUBTRACTIONS

Additional contract facilities, housing CDOC offenders, may be added or subtracted to this list, requiring IT services throughout this contract period of performance.

End of Exhibit B.

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EXHIBIT C, RATES

SERVICE/APPLICATION DESCRIPTION	PER MIN RATE*	SUB RATE *	SUB RATE (WEEKLY, MONTHLY, ETC)	KIOSK APP (Y/N)	TABLET APP (Y/N)	EAR BUDS OR HEADPHONES INCLUDED (Y/N)	COMMENTS
DOC-initiated Messaging Services	$0.00	$0.00	Free	Y	Y	Y	Easily send messages and documents, includes active acceptance, indicating message was read
e-Books (Please provide the link to the catalog/library of available titles in the comment section.)	$0.00	$0.00	Free	N	Y	Y	Over 50,000 e-books- http://unityrfp.securustechnologies.com/codoc/ (Password: C0D0C4)
Email/Secure Messaging (including attachments)	$0.00	$4.50	No Expiration	Y	Y	Y	Allows for 100 Securue Messages of up to 160 characters with pricing for Email attachments below
Games (Please provide the link to the catalog/library of available titles in the comment section.)	$0.00	$4.95	Monthly	N	Y	Y	http://unityrfp.securustechnologies.com/codoc/ (Password: C0D0C4)
GED Prep Education / Self Improvement	$0.00	$0.00	Free	Y	Y	Y	Educational Curriculum includes Math, Science, History, Health & Mental Health, Career Exploration, and much more
Inmate Banking - Account Statements	$0.00	$0.00	Free	Y	Y	Y	Account statements can be displayed
Inmate Canteen Ordering	$0.00	$0.00	Free	Y	Y	Y	Third Party Canteen Ordering application
Inmate Internal Communications - work orders specific to vendor's services.	$0.00	$0.00	Free	Y	Y	Y	Inmates can submit a support request to Securus using the services application on the tablet
Law Library Access	$0.00	$0.00	Free	N	Y	Y	We will provide access to your current Law Library provider
Movies (Please provide the link to the catalog/llibrary of available titles in the comment section.)	$0.00	$9.00	Monthly	N	Y	Y	Includes 150 titles refreshed monthly. Also includes TV shows- http://unityrfp.securustechnologies.com/codoc/ (Password: C0D0C4)
Music (Please provide the link to the catalog/library of available titles in the comment section.)	$0.00	$7.99	Monthly	N	Y	Y	http://unityrfp.securustechnologies.com/codoc/ (Password: C0D0C4)
News Feed	$0.00	$5.99	Monthly	N	Y	Y	Unlimited access to available news articles that are refreshed and updated every 15 minutes
PDF Document Viewing	$0.00	$0.00	Free	Y	Y	Y	PDF Viewer application provided
Photos	$0.00	$2.50	No expiration	Y	Y	Y	Allows for 10 photo Email Plus attachments (10 stamp bundle)
Podcasts	$0.00	$0.00	Free	N	Y	Y	Podcasts offered at no cost

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Video Visitation	$0.00	$4.95	No Expiration	Y	N	N	Up to 30 minutes included

Please identify the languages that applications are offered through the proposed services	Standard offerings include english and spanish. Custom documents can be uploaded in any language.
Please identify all character sets availble on kiosks and tablets.	Securus uses the industry standard US QWERTY keyboard on kiosks and tablets. Please note- Securus does not allow the use of emojis or special characters on our keyboards.
Please identify any offender work, internship, training or certification opportunities while incarcerated or upon release related to the services being proposed.	In response to the section regarding offender work, internship, training or certification opportunities while incarcerated or upon release - Since October 2020, Aventiv has partnered with Televerde to provide incarcerated women opportunities in the customer service industry. Televerde has been working with state level correctional industry agencies since 1994 and has current operations at agency facilities in Arizona, Indiana and Florida where incarcerated women provide sales & service support from contact centers. As part of the partnership between Aventiv & Televerde, Aventiv would work with Televerde and the state of Colorado to review a potential expansion project to establish a contact center model at a female Colorado DOC agency facility similar to the Arizona, Indiana and Florida models aforementioned. All of these programs are independently managed by each state correctional industries agency - specific to the Indiana Correctional Industries, Televerde participates in an additional program with the Department of Labor apprenticeship program to build workforce development programs with private sector industries. In addition to working with correctional industries with incarcerated women, Televerde also currently employs over 120 ex-offenders within their organization; and Televerde provides job training, transitional assistance and job placement through the Televerde Foundation (a non-profit founded by Televerde) opportunities for both pre and post release individuals associated with the Televerde programs and has proven, validated results of reducing recidivism rates for the population participating in their programs.

REPLACEMENT ACCESSORIES	UOM	CASE COUNT	UNIT PRICE	COMMENTS
Headphones	**Each**	**1**	**$5.95**	**Earbuds are included with each tablet. Headphones are available for a one-time cost**
Ear Buds	**Each**	**1**	**Free**	**One (1) pair of earbuds included with each initial tablet. Replacements available at $5.95 each**

CALL TYPE	PER MINUTE RATE COLLECT*	PER MINUTE RATE DEBIT*	COMMENTS
Local	**$0.0190**	**$0.0190**	
Intralata	**$0.0190**	**$0.0190**	
Iterlata	**$0.0190**	**$0.0190**	
Interstate	**$0.0190**	**$0.0190**	
International	**$0.0190**	**$0.0190**	

ADDITIONAL FEATURES/SERVICES/APPLICATIONS/ COST CONSIDERATIONS	UOM	COST*	COMMENTS
Free calls per week per offender	**Free**	**$0.00**	**Two (2) free calls per week per offender**
Free Emails per week per offender	**Free**	**$0.00**	**Two (2) free Emails per week per offender**
Free video visitations per month per offender	**Free**	**$0.00**	**Two (2) free Video Visitation sessions per month per offender**
Individual song purchases	**Per Song**	**Average cost- $1.61**	**Unlimited playback at no charge ($0.99 to $1.99) price varies by title**
Individual game purchases	**Per Game**	**Average cost- $4.99**	**Unlimited playback at no charge (free to $8.99) price varies by title**
Individual movies/TV shows	**Per Movie/Show**	**Average cost- $5.99**	**Unlimited playback for 48 hours ($4.99 to $7.99) price varies by title**

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Word Alert/Speech to Text	**Per minute**	**$0.01**	**Securus proprietary Artificial Intelligence word search application on all communication through tablets**
Digital Mail Center	**Per letter**	**$0.00**	**Physical mail scanning staffed by Securus and viewing in Tablet Email Plus application**
Email Plus	**Per Email**	**$0.25**	**Each Email includes capability of up to 4000 characters and capability for attachments**
Email VideoGrams	**Per VideoGram**	**$0.25**	**30 second video clips with Email Plus**
Email e-Cards	**Per eCard**	**$0.25**	**e-Card catalog available with the e-Card application**
Investigator Pro/Voice Biometrics	**Per minute**	**$0.005**	**A feature that will identify all inmates on a phone call using continuous voice identification and voice biometric technology.**
Funding Fee (Credit Card)	**Per transaction**	**$3.00**	**Credit card transaction fee**
Funding Fee (check or Money Order)	**Free**	**$0.00**	**No cost account funding always available with Check or Money Order**
Inmate to Inmate Communication (ICER)	**Free**	**$0.00**	**Identifies inmate to inmate communication on the SCP calling platform**
Lantern Learning Mgmt System for Offender Education	**Free**	**$0.00**	**Includes Ashland University Content, Google Applied Skills, and CourseShare (shared content from all States)**
Officer Command and Control Tablets	**Free**	**$0.00**	**Enable authorized staff the ability to allow or prohibit content bassed upon offender behavior**
KAMEA	**Free**	**$0.00**	**Securus Realtime Wireless Traingulation Location of Tablets and Contraband Devices**
Televerde	**Free**	**$0.00**	**Opportunity to allow offenders within the CDOC system to handle call center duties**
Debit and Work Release Card Program	**Per card**	**$0.00**	**Replaces physical checks upon release**
Free Keyboard	**Free**	**$0.00**	**Free keyboard to inmates who enroll in formal education program.**
Religious Materials Application	**Free**	**$0.00**	**Religious books as well as audio/video programming providing sermons, teachings, and practices for a wide range of faiths and beliefs**
Mental Health Application	**Free**	**$0.00**	**Securus provides offenders suffereing from mental health disorders and recovering from addiction access to programming and content.**
Job search Application	**Free**	**$0.00**	**Society**
Communications Center Application	**Free**	**$0.00**	**Forms and Grievances, Self-Help, Document acceptance**
Securus Re-entry service Application	**Per year**	**$72.00**	**Digital support services application for each re-entering citizen and five of their famiy members**
FM Radio	**Free**	**$0.00**	**Allows offenders to access and listen to agency broadcasted FMradio signals such as television audio.**

End of Exhibit C.

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EXHIBIT D, FACILITY EQUIPMENT INVENTORY

FACILITY	CAPACITY	ADP	PROPOSED #TABLETS	PORPOSED # TELEPHONES	PROPOSED # VVS KIOSKS	PROPOSED # TTY	#CHARGING STATIONS/PORTS
AVCF	1089	1022	1022	73	37	2	1280
ACC/CMC	520	491	491	21	6	3	640
BCCF	1388	1055	1055	74	47	2	1320
BVCF	1309	963	963	54	37	1	1240
CCF	336	296	296	9	5	1	400
CCFS	918	565	565	309	10	4	720
CSP	756	666	666	48	3	1	840
CTCF	985	706	706	37	14	9	920
CCCF	1824	1416	1416	80	59	1	1800
DCC	480	237	237	28	10	1	320
DRDC	640	503	503	33	12	4	640
DWCF	1000	630	630	69	33	4	800
FMCC/CMC	521	383	383	21	11	1	480
FCF	1621	1434	1434	67	40	2	1800
LVCF	575	370	370	42	20	2	480
LCF	958	706	706	61	37	3	920
RCC	196	121	121	11	7	1	160
SCCF	255	196	196	15	9	3	280
SCC/CMC	252	0	0	13	4	1	0
SCF	2608	1997	1997	132	79	6	2520
TCF	504	194	194	21	10	1	280
YOS	256	217	217	10	6	2	280
Eccpc	TBD	0	0	0	0	0	0
TOTAL			**14165**	**1228**	**503**	**55**	**18120**

End of Exhibit D

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EXHIBIT E, SAMPLE OPTION LETTER

State Agency Colorado Department of Corrections			**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...			**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term			**Option Contract Number** Insert CMS number or Other Contract Number of this Option
	State Fiscal Year	$0.00	
Extension Terms			**Contract Performance Beginning Date** Month Day, Year or UPON EFFECTIVE DATE
	State Fiscal Year	$0.00	
	State Fiscal Year	$0.00	**Current Contract Expiration Date** Month Day, Year
	State Fiscal Year	$0.00	
	State Fiscal Year	$0.00	**Current Encumbrance Number**
Total for All State Fiscal Years		$0.00	

1. OPTIONS:

Option to extend for an Extension Term
Option to change the quantity of Goods under the Contract
Option to change the quantity of Services under the Contract
Option to modify Contract rates
Option to initiate next phase of the Contract

REQUIRED PROVISIONS:

For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both for FY23 in the amount of $000,000 at the rates stated in the Original Contract, as amended.

For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter.

he Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

For use with Option 1(E): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Corrections Andre Stancil, Executive Director _____ ☐ By: Ashley Clark, Director Finance and Admin ☐ By: Matt Hansen, Interim Deputy Executive Director of Prison Operations Date: _____	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** _____ By: Bradley Duca, Controller Option Effective Date: _____