

Texas Department of Criminal Justice Response Cover Page

This form requests basic information about the Respondent and project and must be completed in its entirety, including the signature of the Authorized Representative.

SOLICITATION INFORMATION		
Document Type: 9		Statutory Cite: Texas Government Code, Section 495.027
1) Solicitation Number: 696-IT-26-O003	2) Issue Date: July 31, 2026	3) Deadline: September 25, 2026 3:00 p.m. CT
4) Contract Specialists: (reference Section G.2.2)	Ellyse Collins Janice Wooley	936-437-3484 936-437-3834 ellyse.collins@tdcj.texas.gov janice.wooley@tdcj.texas.gov
5) Type of Solicitation: RFO-Request for Offers		
6) Solicitation Description:	The TDCJ is seeking a Contractor to install, operate, and maintain an Inmate Technology System, to include an Inmate Telephone Service and an Inmate Tablet Service for Eligible Inmates and Digital Mail and eMessaging. The scope for this solicitation will include all necessary personnel, supervision, infrastructure, hardware, software, equipment, installation, operation, maintenance, support, materials, supplies, training, transportation, and other required Services at no cost to the TDCJ.	
RESPONSE SUBMISSION		
7) Submission Portal: https://tdcj.bonfirehub.com		
* Reference Section L for submission instructions. LATE RESPONSES WILL NOT BE ACCEPTED.		
RESPONDENT INFORMATION		
8) Legal Business Name:		
9) Mailing Address Information (include street, city, county, state and 9-digit zip code):		
10) Payee Name and Mailing Address, including 9-digit zip code (if different from above) (remittance address if not electing Direct Deposit):		
11) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit):		
12) Type of Entity (check all that apply):		
☐ Corporation (incorporated under the laws of the State of _____) ☐ Partnership ☐ Individual ☐ Non-Profit Organization* ☐ Joint Venture		
*If incorporated, provide 10-digit charter number assigned by Secretary of State:		
If a Foreign Entity:		
☐ Individual ☐ Partnership ☐ Joint Venture ☐ Non-Profit Organization ☐ Corporation (registered for business in _____ (country))		
13) Prompt Payment Discount: _____ % _____ Days or Net 30 (reference Section G.3 for additional information)		
14) Amendments: The Respondent acknowledges receipt of all amendments.		
RESPONDENT AUTHORITY AND SIGNATURE		
15) Point of Contact Name: _____		Title: _____
Email address: _____		Telephone #: _____
16) Authorized Signature:		Date:

SUMMARY OF KEY DATES

August 3, 2026		Solicitation Issued
August 10, 2026	10:00 a.m. CT	Pre-Proposal Conference
August 11, 2026	8:30 a.m. CT	Holliday Unit 295 N Fwy Service Rd, Huntsville, TX 77320
August 12, 2026	11:00 a.m. CT	Estelle Unit 264 FM3478, Huntsville, TX 77320
August 13, 2026	9:00 a.m. CT	Polunsky Unit 3872 FM 350, Livingston, TX 77351
August 20, 2026	3:00 p.m. CT	Deadline for Written Questions for Clarification to the Department
September 15, 2026		Expected Date for Department to Post Answers to Clarification Questions
September 25, 2026	3:00 p.m. CT	Deadline for the Department Receipt of Responses Late Responses will not be accepted.
Upon Signature of Both Parties		Service Commencement Date

In compliance with Texas Government Code 2161.252, it has been determined there is a probability of subcontracting opportunities available for this Solicitation and the completion of the Subcontracting Plan will be required for this Solicitation.

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SECTION A – CONTRACT DEFINITIONS

The following terms used in this Contract shall, unless the context indicates otherwise, have the meanings set forth below, to include the singular and plural versions.

24X7 – 24 hours a Day, seven Days a week, every week of the year.

Americans with Disabilities Act (ADA) – a civil rights law that prohibits discrimination against individuals with disabilities.

Artificial Intelligence (AI) – systems capable of:

- A. Perceiving an environment through data acquisition, and processing and interpreting the derived information to take an action or actions or to imitate intelligent behavior given a specific goal; and
- B. Learning and adapting behavior by analyzing how the environment is affected by prior actions.

As-Built Drawing – a drawing made during construction that records the locations, sizes, and nature of concealed items such as structural elements, accessories, equipment, devices, plumbing lines, valves, mechanical equipment, and the like to form a permanent record for future reference.

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

Business Hours – 8:00 a.m. to 5:00 p.m., Central Time (CT), Monday through Friday, except State of Texas observed holidays.

Camp-On – a telecommunications system service feature that would enable complete access to each individual line without the user being aware of the access attempt, despite any call in progress.

Chip Off – a digital forensic technique that involves physically removing memory chips from devices to extract data.

Compromised – when something is made vulnerable to attack or misuse by unauthorized access, revelation, or exposure, impaired or diminished in function, or otherwise weakened, damaged, or flawed.

Confidential Information – data that must be protected from unauthorized disclosure or public release under the provisions of the Texas Public Information Act (also known as the Texas Open Records Act), judicial rulings, or contractual agreements. To include but not limited to, social security numbers (SSNs), taxpayer identification numbers (TINs), employer identification numbers (EINs), credit card numbers, Personal Identifying Information (PII), Sensitive Personal Information (SPI), and personal medical information.

Continental United States – the forty-eight contiguous states, Alaska, and the District of Columbia.

Contraband Interdiction System (CIS) – a technological solution that detects and prevents the use of unauthorized wireless devices, like cell phones, within a unit.

Contract – documents that form the Contract, which represents the entire and integrated agreement between the Department and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Contract Award Date – the date the final party executes this Contract, as shown by the last signature in the signature block, unless an alternative effective date is expressly stated.

Contract Monitor – the Department employee as described in **Section G.2.3, Contract Monitor**.

Contract Specialist – the Department employee as described in **Section G.2.2, Contract Specialist**.

Contract Term – the duration of this Contract as specified in **Section F.1, Period of Performance**.

Contractor – the individual, partnership, or corporation who provides the ITS and performs Services under this Contract.

Criminal Justice Information (CJI) Data – data necessary for law enforcement to perform their missions including, but not limited to, biometric, identity history, biographic, property and case/incident history data, and any other data identified as criminal justice information (CJI) under the Code of Criminal Procedure, Title 1, Chapter 66, Subchapter A and/or the Federal Bureau of Investigation Criminal Justice Information Services Security Policy.

Criminal Justice Information System (CJIS) – comprised of the DPS Computerized Criminal History System (CCH) and the TDCJ Corrections Tracking Systems (CTS) that provide law enforcement agencies with access to criminal justice information, such as criminal records, fingerprints, and other related data, as described in Code of Criminal Procedure, Title 1, Chapter 66, Subchapter A.

Day – calendar day.

Deliverable – an outcome, result, or item delivered to customers as an output of a project.

Department – the Texas Department of Criminal Justice (TDCJ), an agency of the State of Texas.

Department Policy – any written policies, procedures, standards, guidelines, directives and manuals of the Department, which are in effect or as may be amended from time to time, which the Department has referenced or has made available to the Contractor and with which the Contractor has an affirmative obligation to be and remain familiar.

Department Project Manager (PM) – the Department employee described in **Section G.2.4, Department Project Manager**.

DIR – the Texas Department of Information Resources, an agency of the State of Texas.

DPS – the Texas Department of Public Safety, an agency of the State of Texas.

Digital Mail – physical mail, sent to an Inmate, which has been converted to a secure electronic format.

Digital Recording System (DRS) – a system that records telephone call audio and video, allowing for live monitoring and downloading of recordings.

Dual Tone Multi-Frequency (DTMF) – a telecommunication signaling system using the voice-frequency band over telephone lines between telephone equipment and other communications devices and switching centers. The version of DTMF used for telephone tone dialing is known by the trademarked term Touch-Tone.

Electronic Funds Transfer (EFT) – the deposit of funds electronically into an account rather than through a physical paper check, also known as direct deposit.

Eligible Inmates – Inmates who meet the Department requirements to receive an Inmate Tablet or utilize the Inmate Telephone Service.

eMessage – an electronic written communication sent to or received by an Inmate.

Enterprise Technology Architecture (ETA) – a document that establishes Departmentwide standards for the deployment of new systems and technology and the modernization of legacy systems. The ETA provides guidelines that promote and facilitate the integration of systems and promote the development of a technology infrastructure that is accessible, responsive, scalable, reliable, secure, manageable, and highly available.

Event of Default – any of the events or circumstances described in **Section I.2, Default and Termination**.

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

Fraudulent Calls – calls in which any party attempts to misrepresent any aspect of their identity or the purpose of the call for any reason including, but not limited to, calls in which one party pretends to be someone other than their actual identity to facilitate communication that may otherwise be restricted.

Go-Live – when a system becomes operational or available for use.

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

Inmate – a person under supervision or custody of the Department.

Inmate Tablet – a touchscreen mobile device that connects to an internal secure wireless network.

Inmate Tablet Service – a Service that allows Eligible Inmates access to secure tablets that are able to deliver educational, vocational, and religious materials along with other Services.

Inmate Technology System (ITS) – a system that encompasses Inmate Telephone Service, Inmate Tablet Service, eMessaging, Digital Mail Services, and any related Services listed in this Contract.

Inmate Telephone Service – a Service that allows Eligible Inmates to make paid telephone calls to registered friends and family.

Inmate Trouble Ticket (ITT) – an electronic or written means of submitting issues with the Inmate Technology System for troubleshooting.

Joint Test Action Group (JTAG) – a specialized technique used by law enforcement to extract data from devices.

Joint Photographic Experts Group (JPEG) – a commonly used format for compressing image files.

Managed Access System (MAS) – a Contraband Interdiction System that combats wireless device use in correctional facilities by capturing and dropping calls made from any contraband device.

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

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

NIST – the National Institute of Standards and Technology.

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

Office of the Inspector General (OIG) – an independent office that reports to the TBCJ and is the primary law enforcement and investigative entity of the Texas Department of Criminal Justice.

Personal Biometric Identification (PBI) – the process by which a person's unique physical and other traits are detected and recorded by an electronic device or system as a means of confirming identity. The identifier may be a retina or iris scan, fingerprint, voiceprint, or record of hand or face geometry.

PD – a Texas Department of Criminal Justice Personnel Directive.

Performance Measure – standards used by the Contractor and the Department to determine the quality and acceptability of Services to be acquired.

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

Personal Identifying Information (PII) – information that alone, or in conjunction with other information, identifies an individual, including an individual's:

- A. Name, social security number, date of birth, or government-issued identification number;
- B. Mother's maiden name;
- C. Unique biometric data, including the individual's fingerprint, voice print and retina or iris image;
- D. Unique electronic identification number, address, or routing code; and
- E. Telecommunication access device as defined by Section 32.51, Texas Penal Code.

Personally Approved Number (PAN) – a list of telephone numbers specific to an Inmate successfully registered to receive calls.

Personal Identification Number (PIN) – a number assigned to an Inmate and used to validate identity.

Quality – the degree to which a product or service satisfies stated or implied requirements. *Quality assurance* focuses on process quality to prevent mistakes and defects and avoid problems when delivering products or services to customers. *Quality control* focuses on identifying and correcting product defects.

Quarter – the periods that relate to the Department's Fiscal Year, beginning September, December, March, and June.

Refresh – to reinstall the application while maintaining personal files and settings.

Resolution – restoring the system to full capacity and functionality.

Resolution Time – the period between the earlier of (1) when the Contractor first becomes aware of a problem or (2) when the Contractor receives a trouble ticket from the Department, and the time of Resolution.

RFO – Request for Offers, a solicitation.

Ruggedized – designed or improved to be hard-wearing or shock-resistant.

SD Card – a type of removable memory card used for storing digital information utilized in electronic devices.

Security Incident – an occurrence that actually or imminently jeopardizes, without lawful authority, the confidentiality, integrity, or availability of information or an information system; or constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

Sensitive Information – data that is not protected by law from being disclosed or released under the Texas Public Information Act; however, it may still require an elevated level of protection and special precautions to ensure its accuracy and integrity. Some information the Department maintains is deemed sensitive, as determined by the Department's standards and risk management decisions. Examples of "Sensitive Information" include, but are not limited to, the following:

- A. The Department's operational information;
- B. The Department personnel records;
- C. The Department Information Security Procedures;
- D. The Department's internal communications; and
- E. Comments.

Sensitive Personal Information (SPI) – as defined by the Texas Business and Commerce Code, Section 521.002(a) (2), an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:

- A. Social security number;
- B. Driver's license number or government-issued identification number; or

C. Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or Information that identifies an individual and relates to:

1. The physical or mental health or condition of the individual;
2. The provisions of health care to the individual; or
3. Payment for the provision of health care to the individual.

SPI does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government (See <https://statutes.capitol.texas.gov/Docs/BC/htm/BC.521.htm>).

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

Service Commencement Date – the date on which the Contractor shall begin providing Services pursuant to this Contract.

SIM Card – a card that can be inserted into a mobile device and used to store data.

State Identification Number (SID Number) – a unique identifier assigned by the Texas DPS to individuals for tracking criminal records.

Site – a Department unit or facility listed in **Exhibit J.1, Site List**.

Statewide Procurement Division (SPD) – a division of the Texas Comptroller of Public Accounts, an agency of the State of Texas.

Stored Data/Information – includes, but is not limited to, any and all data, information, records, and media, regardless of its source of origination or medium, financial transactions, and all other information, confidential or otherwise, however obtained, maintained, recorded, retained, stored, or archived through the Inmate Management System (IMS).

TBCJ – the Texas Board of Criminal Justice.

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

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

TDCJ-ITD – Information Technology Division, a division of the Department.

TDCJ-ITD Directives – any written policies, procedures, standards, guidelines, directives and manuals of the TDCJ-ITD, which are in effect or may be amended from time to time, which the TDCJ-ITD has referenced or has made available to the Contractor and with which the Contractor has an affirmative obligation to be and remain familiar.

TDCJ Number – the Texas Department of Criminal Justice identification number for Inmates.

Uninterruptable Power Supply (UPS) – a device that provides backup power to electrical equipment when the main power source fails.

Work Product – a tangible project artifact or output that is created during a project, often as a component of, or in support of, a Deliverable.

Working Day – a weekday, unless it is a holiday, observed by the Department.

Virtual Number – a telephone number without a directly associated phone line.

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

Pursuant to Texas Government Code, § 495.027, the Department requires a Contractor to install, operate, and maintain an Inmate Technology System (ITS) including, but not limited to, an Inmate Telephone Service and an Inmate Tablet Service for Eligible Inmates confined in units operated by the Department throughout the State of Texas, and all Services and functionality included in this Request for Offers (RFO) at no cost to the Department.

B.1.2 Pricing Instructions

- A. The Respondent shall provide line-item detail of all products, Services, storage, and licensing for all items offered in their Response. All no-charge added value Services and/or features agreed upon by the Contractor and the Department shall remain at no charge through the Contract Term.
- B. The Contractor shall provide Inmates free access on all Inmate Tablets to all critical content. Critical content is listed in **Section C.5.4, Critical Content Requirements**.
- C. Outbound messages to the Department and inbound eMessages from the Department for substance use help shall be at no cost to the Inmate.
- D. The Contractor shall be allowed to charge Inmates for premium content as defined in **Section C.5.5, Inmate Tablet Media Content Requirements** including, but not limited to, movies, music, books, and games.
- E. The Contractor shall not be allowed to charge Inmates per-minute charges to access premium Inmate Tablet content.
- F. The Contractor shall not charge Inmates or the Department for use of alternative Contractor-supported solutions for Inmates to receive services typically received on Inmate Tablets.
- G. No charge to the Inmate or the Department shall be allowed for the transmission or response of an Inmate Trouble Ticket (ITT).
- H. The Contractor shall ensure no charge is assessed to the Inmate for an uncompleted call, and the charge for local calls shall not be greater than the highest rate for local calls for Inmates in Texas county jails.
- I. The Contractor shall not charge the Department for the 24X7 operation and maintenance coverage of the Managed Access Systems (MAS).
- J. The Contractor shall be responsible for all costs associated with compliance with the Americans with Disabilities Act (ADA) and any other relevant federal or state civil rights law.
- K. The Contractor shall disclose all prices charged for all Services.
- L. The Contractor shall disclose all fees.

- M. The Contractor shall collect and remit all applicable taxes and fees.
- N. The Contractor shall install additional telephones at no charge to the Department.
- O. The Contractor shall provide all manufacturer hardware, software, and other system components and version upgrades released by the manufacturer to the Department at no cost or increase in airtime rates.
- P. The Contractor shall provide new ITS workstation and printer components throughout the Contract Term as required in **Section C.10.C, Maintenance and Support Requirements**, at no charge to the Department.
- Q. The Contractor shall maintain documents regarding billing procedures and statements, rate structures, and service metering and provide them to state auditors on a periodic basis as determined by the auditing authority.
- R. The Contractor shall be responsible for negotiating all billing arrangements and completed calls with domestic and international exchanges.

B.2 PRICING SCHEDULE

- A. Should any relevant entity (e.g., Federal Communications Commission [FCC], the Public Utilities Commission of Texas [PUCT]), or other governmental entity) modify, eliminate, or establish additional rates, fees, or other charges that are allowed or required to be collected for the Services provided by the Contractor during the Contract Term, the Contractor shall notify the Department in writing at least 60 Working Days prior to implementation of any required or permitted rates, fees, or other charges. Notification shall include documentation from the appropriate regulatory or legislative entity detailing the changes.
- B. Should federal or state statutes or regulations change in the future relating to rates, rate additives, or other charges that are allowed or required to be collected by the Contractor for Inmate calling Services provided under this Contract, the Department and the Contractor will renegotiate such payments and/or Contract rates, fees, or other charges to preserve the economic benefits of this Contract.
- C. Should a system failure prevent the accumulation of call data resulting in the loss of records reflecting revenue, calculations shall be derived based on historical data.

B.2.1 Inmate Telephone Call Pricing**A. Collect Call Rates**

	Rate per Minute
Local	
Intrastate	
Interstate	
International	

B. Prepaid Collect Call Rates

	Rate per Minute
Local	
Intrastate	
Interstate	
International	

C. Prepaid Call Rates

	Rate per Minute
Local	
Intrastate	
Interstate	
International	

B.2.2 Inmate Tablet Content Pricing

Content Type	One-Time Purchase Price	Subscription/Rental Rate
Newspapers		per
Magazines		per
Books		per
Audiobooks		per
Music		per
Games		per
Movies		per
Television Programs		per

B.2.3 Tablet Replacement

Inmates whose tablets have been unintentionally or intentionally damaged may seek replacement tablets. Inmates who are approved for replacement tablets may be charged _____ by the Contractor, based on the reason for the replacement.

B.2.4 eMessaging Rates

eMessage Type	Character/Size Limit	Rate per Message
Inbound		
Outbound		

B.2.5 Video Call Rates

Rate per Minute

B.3 ALLOWABLE COSTS

The proposed pricing shall include only costs that are reasonable, necessary, and allowable under state statutes, Department Policy, and federal cost standards. The Department shall make the final decision on the allowance or acceptability of a cost.

B.4 NON-ALLOWABLE COSTS

The proposed pricing shall not include costs that are not allowed by the State or any authorized agency, statute, policy, or procedure.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 BACKGROUND**

- A. The Department is responsible for the supervision of approximately 149,000 incarcerated Inmates. The Department's mission is to provide public safety, promote positive change in Inmate behavior, reintegrate Inmates into society, and assist victims of crime.

C.2 SCOPE OF WORK**A. Contractor Responsibilities**

1. The Contractor shall deliver a fully comprehensive solution, compatible at all designated units listed in **Exhibit J.1, Site List**, to include all necessary personnel, supervision, infrastructure (including an equipment room, terminal location, and inside wiring), hardware, software, equipment, installation, operation, maintenance, support, materials, supplies, transportation, Services, and all things necessary for, or incidental to, a fully functional, administered and managed ITS.
2. The Contractor shall be responsible for, at a minimum, all outlined requirements. Specific Deliverables associated with each major activity are identified where appropriate. A brief description of each major activity is included to ensure a common understanding of the Services to be provided.
3. The Department will look solely to the Contractor for performance. The Contractor is responsible for all resources necessary to provide the Services included in this Contract. The Contractor shall provide Services statewide.
4. The Contractor shall guarantee the full completion of all aspects of the fully functional ITS contained within this RFO within 180 Days of the Service Commencement Date.
5. The Contractor shall remain responsible for the entire ITS to include software, hardware, all components and parts, maintenance, and support throughout the Contract Term.
6. The Contractor shall physically inspect any work or construction completed by the Contractor's subcontractor for this Contract, including documentation and approval by the Department.
7. The Contractor is authorized to provide eMessaging/Digital Mail services, including access to previously sent and received eMessages/Digital Mail, to Inmates after their release from TDCJ facilities, provided that such services comply with all applicable laws, regulations, and contractual obligations regarding data security, confidentiality, and privacy. The Contractor shall ensure that access to such eMessages/Digital Mail is limited to the individual Inmate and is provided through a secure platform approved by the Department.

B. Department Responsibilities

1. The Department reserves the right to approve, reject, or request substitutions for any equipment, components, or parts.

2. The Department reserves the right to add, delete, or change Site locations and to increase or decrease the number of Eligible Inmates and/or Inmate telephones or Inmate Tablets per location, or make other business decisions as necessary for the operation of the Department.
3. The Department shall notify the Contractor when the population of a Site increases or changes to warrant additional Inmate Tablets, Inmate Telephones, related equipment, and associated lines.
4. The Department shall provide ITS usage parameters.
5. The Department reserves the right to disable any configurable features of functionality it chooses not to use.
6. The Department may also elect to utilize the ITS network for other agency operations described further in **Section C.3.1.D, General Network Requirements**.

C.3 INMATE TECHNOLOGY SYSTEM REQUIREMENTS

- A. The Contractor shall have complete end-to-end responsibility to ensure operational Service meets all requirements of this Contract including, but not limited to, any necessary interfaces with the regulated common carrier, as required for full system functionality.
- B. The Contractor shall ensure the ITS:
 1. Is an automated system that does not require Department intervention.
 2. Is capable of being expanded and upgraded.
 3. Allows all system components and functions to be in use simultaneously.
 4. Is able to meet the Contract Performance Measures outlined in **Exhibit J.3, Contract Performance Measures**.
 5. Has the same features and functionality at all designated Department locations.
- C. The Contractor shall ensure the Department has the ability to disable any configurable features or functionality it chooses to not use.
- D. The Contractor shall ensure all equipment is new and unused, unless otherwise approved by the Department.
- E. The Contractor shall repair or replace any damaged or destroyed part of the ITS infrastructure as required in **Exhibit J.3, Contract Performance Measures**, as soon as access is available.
- F. The Contractor shall populate and maintain accurate and up-to-date databases for the ITS. The Contractor will remain responsible for all data entry and programming related to initial and subsequent databases required throughout the Contract Term.
- G. The Contractor shall provide workstations as required by the Department's needs, including all peripheral and ancillary equipment required to access elements of,

monitor audio of, download from, or print information related to the ITS. The Contractor shall meet the following requirements:

1. Contractor-provided workstations shall be connected to the ITS network.
2. Workstations, peripherals, and ancillary equipment shall be located at the Sites, regional offices, investigative offices, administrative and contract monitoring locations, and security threat group offices, at a minimum.
3. Manufacturer's warranty coverage for the workstations, peripherals, or ancillary equipment may provide either new or refurbished replacement parts of equal or better quality to that being replaced.
4. The Contractor shall provide all ITS printer consumables, including paper and ink cartridges.
5. As additional workstations are needed, the Contractor shall install and activate these workstations within 10 Working Days from the date of written notification by the Department. If the Contractor requires more time to fulfill the Department's request:
 - a. The Department may allow the Contractor more than 10 Working Days to complete efforts requiring construction, additional circuits, or additional equipment.
 - b. The Contractor shall have five Working Days from the Day of the written notification to determine if the Department's request shall require additional efforts and provide the Department with an estimated timeframe for completion.
6. The Contractor shall ensure all workstations remain operational at all times.

C.3.1 General Network Requirements

- A. The Contractor shall ensure all ITS Services operate on a secure network separate from the rest of the Department's network.
- B. The Contractor shall identify the type and bandwidth proposed to provide Services at each Site on **Exhibit J.1, Site List**.
- C. The Contractor may utilize existing Inmate Technology Service cabling at each Site and shall maintain and repair the functionality of any existing ITS infrastructure utilized in performance of Services. The Contractor is responsible for equipment enhancements such as switches, routers, and cabling needs.
- D. The Contractor shall grant the Department use of the ITS network beyond Services required in this Contract.
 1. Such use shall have the ability to be securely segregated from the Inmate Telephone and Inmate Tablet Service connectivity for different networks.
 2. Such use shall be available without degradation in performance of the ITS.
- E. The Contractor shall maintain and support existing cabling for services utilized by the Department.

- F. The Contractor shall provide the ability to support data transfers between the Department and its business partners such as, business partners providing Inmate banking processes.
- G. The Contractor shall ensure the network provides controlled and secure external access.
- H. The Contractor shall ensure a hardened and tested environment with no backdoors or methods by which the controlled Services environment may be accessed in an unauthorized manner.
- I. The Contractor shall ensure the network is always secured and monitored with the following security features, at a minimum:
 - 1. Firewalls with Media Access Control (MAC) address filtering and restriction capabilities;
 - 2. Domain Name System;
 - 3. Transparent proxy with filtering to include specific and categorized website filtering, whitelisting, blacklisting, and reporting capabilities; and
 - 4. Routing Services.
- J. The Contractor shall ensure all individual Site systems are networked together to allow the same investigative monitoring from Department headquarters that is available at each Site.
- K. The Contractor shall fully describe all controls on the network to the Department.
- L. The Contractor shall provide and fully describe an auditable process to ensure all network control requirements are being met.
- M. The Contractor shall promptly install all relevant security patches and anti-virus updates on the network.
- N. The Contractor shall ensure all ITS equipment residing on the network is properly identified as "property of [Contractor name]" and includes clearly listed toll-free numbers for maintenance/support calls.
- O. The Contractor shall design and manage the Services in such a manner that traffic demand on any system shall never exceed a peak transmit ratio of 90% and a peak receive ratio of 90% at the same time.

C.3.2 Critical Component Redundancy

The Contractor shall provide an adequate Uninterruptable Power Supply (UPS) to allow for a safe ITS shutdown in the event of a temporary local outage of commercial power at any Site. The Contractor shall meet the following requirements:

- A. The Inmate Telephone Service and the Inmate Tablet Service shall be equipped with an automatic restart function that shall engage once power is restored after a power failure.

- B. The Contractor shall design the ITS to fully recover from any power failure automatically, with no external intervention required, within five minutes after the power is restored. The Contractor shall ensure no change occurs in the operational characteristics of the system when commercial power is restored prior to the exhaustion of UPS power.
- C. The Contractor shall provide backup, mirrored data, and restore capability for the Services to facilitate the prompt recovery of the system and database in the event of a system failure requiring database restoration. The Contractor shall meet the following requirements:
 - 1. The Inmate Telephone Service and Inmate Tablet Service shall provide critical component redundancy and a Storage Area Network (SAN) architecture that makes all storage devices available to all servers on a Local Area Network (LAN) or Wide Area Network (WAN).
 - 2. Data on the SAN shall be stored in a cross-cloud redundancy format, spreading the data across multiple drives so that data is not susceptible to loss should any individual cloud-based storage system fail.
 - 3. The SAN shall be continuously monitored through automated processes and storage policies, including multiple data center storage.

C.3.3 Administration and Controlled Access

- A. The Contractor shall provide the Department administrative functionality through a state-of-the-art, user-friendly, graphical-interface-heavy portal that allows for real-time monitoring and live control of all aspects of the ITS, from systemwide to individual units and housing areas including, but not limited to:
 - 1. The ability to modify Service functionality for the ITS;
 - 2. Scheduled availability of Inmate Telephone Service;
 - 3. Scheduled availability of Inmate Tablet applications; and
 - 4. The ability to modify device functionality on an individual Inmate Tablet, group of Inmate Tablets, or all Inmate Tablets, on demand or scheduled, for a number of hours/Days/weeks/months or until a selected date by TDCJ Number or State Identification Number (SID Number).
- B. The Contractor shall ensure the ITS allows the Department to configure usage parameters based on a variety of criteria determined by the Department including, but not limited to, custody level, unit of assignment, building of assignment, housing section, cell location, program (e.g., rehabilitative, educational), and enrollment. This functionality shall enable the Department to determine usage parameters for Inmates on an individual basis, as well as entire groups of Inmates systemwide based on their affiliation with criteria.
- C. The ITS shall provide the Department the ability to control access or set schedules for Service at predetermined times.
 - 1. This includes the ability to establish usage schedules at specific times on specific Days of the week.

2. This feature shall allow for exceptions for certain Days, such as holidays and weekends so that schedules can be overridden.
- D. The Contractor shall ensure the ITS allows Department staff to conduct system administration functions in the same manner at each Site and remotely from multiple regional and administrative locations.
- E. The ITS shall allow for Department personnel at Sites and remote locations to immediately shut down and restart the system at individual Sites or globally. Department staff shall be able to reset the system to working status after a shutdown.
- F. The Contractor shall provide all hardware and software used in performing system administration, monitoring, and management functions. Management of the ITS shall provide the following:
 1. Function on a centralized system, networked to designated Department facilities and remote locations.
 2. Provide multiple layers of access control. Department staff shall have the ability to determine and assign security levels and access controls.
 3. Control access of unique user IDs, which shall provide the capability to trace logged actions to the originator, if needed.
 4. Require password protection in keeping with the Department's Information Resources Security Protocols as described in **Section C.11.1, Information Security Requirements**.
 5. Ensure only secure, validated multi-factor authentication is used to access the system, regardless of the administrator access level. The Contractor shall specify multi-factor authentication standards that shall be utilized and how the standards conform with the Department's information security policy.
 6. Ensure that all activity within the system is logged in keeping with Department information security standards.
 7. Configure the system to log and report all system access and changes for auditing purposes that provide the Department the capability to trace actions.
- G. The ITS software shall include the ability to add, update, or delete database information such as, at a minimum, Personal Biometric Identification (PBI), Personal Identification Number (PIN) assignments, Personally Approved Number (PAN) lists, and blocked telephone number lists. The Contractor shall maintain written procedures for performing additions, updates, and deletions in the ITS, as well as authorization and audit trail features.
- H. The Department staff shall be able to place restrictions on an individual PIN on an as-needed basis. PIN access changes shall be tracked and logged by a unique user ID and date/time-stamped to provide an audit trail of record changes.
- I. The Department shall have the ability to disable Service to an individual telephone or Inmate Tablet immediately.
- J. Department staff shall be able to remove all restrictions.

C.3.4 Account Requirements

A. Inmate Account Requirements

The Contractor shall create an ITS account for all Eligible Inmates. The ITS shall ensure that each Eligible Inmate, or person acting on behalf of an Eligible Inmate, may prepay for Services.

1. The Contractor shall provide a system to allow for the creation, modification, and management of an Inmate's PBI information, PIN, and PAN list. Each Inmate shall utilize a unique PIN, which shall be required to access the ITS or their Inmate Tablet, and PBI to successfully verify their identity before initiating an Inmate Telephone Service call. The Contractor shall meet the following requirements:
 - a. The PBI enrollment shall consist of fingerprints, retina or iris scans, voice prints, record of hand or face geometry, and/or other equivalent methods of personal identification.
 - i. PBI enrollment shall be supervised and facilitated by the Contractor, in-person, by the Contractor's personnel. Inmate self-enrollment shall not be allowed.
 - ii. The Contractor shall ensure that during the voice biometric enrollment/reenrollment process that the "Inmate Enrollment" utterance only includes the Inmate speaking his/her first name, last name, and middle name/initial, if desired, as it currently appears in the Department's records and the "Facility Enrollment" utterance only includes the Inmate speaking "Texas Department of Criminal Justice."
 - iii. The Contractor shall follow all biometric authentication requirements in NIST SP 800-63-3-Digital Identity Guidelines when collecting PBI information for enrollment and require written or electronic acknowledgment that the Department may collect, retain, and disseminate biometric identifiers for use as part of the ITS from anyone prior to collecting their PBI information.
 - iv. All data related to PBI information collected as a part of the ITS shall remain the exclusive property of the Department.
 - v. All enrollment requirements shall apply to reenrollment.
 - b. The ITS shall include a process for Inmates to change their PIN following initial login and allow the reset of an Inmate's PIN as needed.
 - c. The unique PIN shall consist of a minimum of eight digits with the ability to manage, reset, or change as required.
 - d. The ITS shall include the ability to increase the number of PIN digits at the Department's discretion.
2. The ITS shall allow Inmates to have a debit account from which an Inmate can pay for telephone calls and Inmate Tablet content from the Contractor. All funds in the Inmate debit account belong to Inmate.

3. Funding for an Inmate's ITS debit account shall be allowed through either direct funding by called parties to the Contractor, or by Inmate transfer of funds through the Department's commissary system. There shall be no transfers allowed from the Inmate's ITS account to the Department's commissary system. Refunds to called parties shall not be allowed.
4. The Contractor shall be required to provide a method for Inmates to request a refund of any remaining prepaid Services in their ITS debit account at the time of their release.
 - a. All prepaid Services in the Inmate's ITS debit account belong to the Inmate only; access to the account balance by any other parties shall be prohibited.
 - b. Upon release, the former Inmate shall have two years from the date of their last completed call on their ITS debit account to request a refund of their ITS debit account balance. The Contractor shall enforce the following requirements:
 - i. No refund shall be provided if the refund request is made more than two years after the date of the last completed call.
 - ii. Uncollected ITS debit account balance refunds shall be escheated to the State of Texas annually in accordance with State of Texas unclaimed property guidelines.
 - c. ITS debit account refunds of less than \$100 shall be available two Working Days after the former Inmate receives the authorization number. Refunds of \$100 or more shall be available five Working Days after the former Inmate receives the authorization number.
 - d. Should the Contractor utilize a third-party service, such as Western Union, that service shall be permitted to charge its standard service fee, pending the Department's agreement.
 - e. The Contractor shall provide instructions on how and when an Inmate can request a refund of any unused Services to be included in their Department-provided release packet.
 - i. These instructions shall provide an ITS hotline number, in operations, at a minimum, Monday through Friday from 6:00 a.m. to 5:30 p.m. Central Time, that the former Inmate shall call following release to request a refund of the prepaid services balance left in their ITS debit account.
 - ii. In accordance with the instructions, the former Inmate shall provide the ITS hotline representative with information to prove their identity, such as their TDCJ Number. Once the former Inmate's identity is confirmed, the hotline representative shall provide the former Inmate with information required for them to claim their ITS debit account funds through a process approved by the Department.
5. The Contractor shall provide all staff and tools required for initial enrollment as well as subsequent enrollments through the duration of the Contract Term. Tools include, but are not limited to, computers, software, documents, printers, scanners, forms, test equipment, and training materials.

B. Friends and Family Account Requirements

The Contractor shall provide a public-facing website with easy-to-understand instructions to allow an Inmate's friends and family to create an account. The Contractor shall manage the accounts for friends and family. The Contractor shall enforce or comply with the following requirements:

1. Accounts shall be used to register to receive calls from Inmates or to fund an Inmate's ITS debit account.
2. Content and changes shall be approved by the Department prior to publication.
3. All funds transferred to an Inmate's debit account shall belong to the Inmate. Refunds shall not be allowed.
4. The Contractor and the Department shall establish an agreed-upon process for friends and family who wish to receive phone calls from Inmates.
 - a. Potentially called parties shall register an account through an identification process provided by the Contractor, and mutually agreed to by the Department, to receive calls from Inmates.
 - b. The Contractor shall be required to verify a potential attorney who wishes to receive calls from an Inmate in the manner described in **Section C.3.4, Account Requirements**.
5. The Contractor shall validate identification information before the registration process is completed.
6. The registration shall be recorded and include a positive affirmation that the caller is the authorized user of the phone from which the call is being made and shall allow Inmate phone calls to that location.
7. During called party registration, the Contractor must require called parties to:
 - a. Be the registered owner of the telephone that will receive calls from the Inmate;
 - b. Agree to allow an Inmate to call the telephone;
 - c. Be at least 18 years old;
 - d. Agree to not forward calls, make three-way calls, or use speakerphone on calls received from the Inmate; and
 - e. Confirm understanding that Eligible Inmates are not allowed to speak to anyone who is not listed on their PAN list.
8. Should the identification fail to validate, the party should be directed to an alternative registration process form with which to provide the required information and submit with a copy of his/her phone bill and driver's license/state identification card, or other forms of identification as agreed by the Contractor and the Department.
9. The Department shall not accept faxed copies of phone bills as proof of identity and insists that the Contractor verify that copies submitted are legible. The

Department requires that this documentation shall be readily available in the event that it is needed for investigative or prosecutorial purposes.

10. The Department shall not be responsible for supplying or validating phone numbers at any time.
11. The Contractor shall coordinate with the Department on validation of all telephone numbers against victim databases.
12. The Contractor shall clearly state all ancillary fees and account policies.
13. The Contractor shall allow called parties to "opt out" of direct billing and choose the prepaid billing option which does not include a statement fee.
14. The Contractor shall be required to identify the following account fee requirements:
 - a. Credit card/check by phone.
 - b. Funds deposited by personal check or money order.
 - c. The customer cost or recovery fee if the customer needs a copy of the mailed statement.
 - d. Statements printed from the internet.
 - e. Direct billing of collect calls to the called parties and associated statement fee.
 - f. Account initiation fees and maintenance fees charged to the customers.
 - g. Charge back fees.
15. Billing and account management should be easy to use and understandable. The description shall include whether the Contractor directly bills the called party for collect calls or whether billing is performed by a third party or Local Exchange Carrier (LEC). If the LEC or third party is responsible for the billing of collect calls, the Contractor shall identify all such parties with which they have this agreement. A toll-free customer service number shall be provided for all billing entities. The Contractor shall be responsible for handling all customer complaints related to the ITS.
16. The Contractor shall refund or reactivate, at no charge, an inactive account at the request of the friends and family account holder provided the request is received by the Contractor no later than one calendar year from the date of inactive status. The request for a refund from friends and family shall be allowed to be made in a convenient format, such as Interactive Voice Response (IVR), staff-assisted call, mail or fax, or via website with reasonable security measures in place to verify the identity of the account holder.
17. The Contractor shall be responsible for proactively contacting parties whose accounts are nearing inactivation and notifying them of their options.
18. The Contractor shall comply with the State of Texas escheatment process guidelines as defined in the Texas Property Code, Chapter 71. All escheatment activity and amounts shall be reportable to the Department.

C. Attorney Registration Account Requirements

The Contractor shall be responsible for managing accounts for attorneys and providing a public-facing website with easy-to-understand instructions to allow an Inmate's attorneys to create an account.

1. Potential attorneys who wish to receive calls from Inmates shall register an account through an identification process provided by the Contractor and mutually agreed to by the Department.
2. The Contractor is responsible for validating the authenticity of each attorney prior to placement in the system database.
3. The Contractor shall collaborate with the Department to develop a process to validate that anyone attempting to register as an attorney is an attorney in good standing. Once the process is agreed upon, the Contractor shall implement the process.
4. The Contractor shall ensure that an attorney who meets the requirements and successfully registers as an attorney in good standing shall have no calls or visits recorded.
5. The Contractor shall coordinate with the Department on the validation of all telephone numbers against the appropriate state bar association.

C.3.5 Digital Recording System

- A. The Contractor shall provide a full-time Digital Recording System (DRS) for all ITS functionality, with capacity for expansion, to ensure that all calls and visits on the ITS are recorded from initiation to completion, unless otherwise specifically exempted by the Department.
- B. The Contractor shall ensure the DRS simultaneously records all ITS calls while providing audio outputs for live monitoring of selected calls from Site, regional, and administrative locations. Monitoring of Inmate calls shall not be detectable by the calling or called parties and shall not reduce the line volume that would warn either party that the line is being monitored.
- C. All call recordings and call records shall be considered evidence and shall immediately become the Department's exclusive property.
- D. DRS recordings shall be mirrored and backed up. The Contractor shall meet the following requirements:
 1. The audio of both parties on all calls shall be recorded with call details and related information and stored for a minimum of 36 months from the date of the call.
 2. Storage shall maintain the current 36 months of all recorded audio calls with full and immediate access to records from local and remote locations.
 3. Flagged recordings shall be maintained for the entire Contract Term.
 4. At the transition of the Contract, the Contractor shall work with the new vendor to transfer the recordings intact to the new vendor's equipment.

- E. The Contractor shall ensure no confidential attorney-client communication is monitored or recorded.
- F. The DRS shall provide access to recorded information from remote locations and shall include multi-factor authentication password protection to minimize unauthorized access to or tampering with the DRS. This shall be accomplished in a secure manner that does not require the interconnection of the Department intranet and the ITS network.
- G. DRS recordings shall be downloadable in an industry-standard file format and maintain the same audio quality as the original recording.
- H. The DRS shall include a library function that catalogs and indexes every call and visit transmission, allowing for fast retrieval. Key fields used for retrieval shall include the Inmate's PBI or PIN, the date and time the call or visit occurred, the name and number called, and other relevant data.
- I. The DRS shall provide the following features and capabilities:
 - 1. Simultaneous recording and playback shall be possible.
 - 2. Playback shall not interrupt the recording process.
 - 3. Transfer recordings to a removable media. One-touch downloading shall be required. Recordings shall be playable with any industry standard media player.
 - 4. Archived media shall provide for write protection such that data shall not be accidentally overwritten.
 - 5. No intentional or accidental deletion of data shall be allowed.
 - 6. Provide voice-operated exchange (VOX) or continuous recording on a line-by-line or channel-by-channel basis.
 - 7. Indicate the recording space remaining on all media.
 - 8. Quickly reposition to the end of a previous recording.
 - 9. Establish schedules to initiate and suspend recording on channel/line groups at specific times with the ability to override for exceptions.
 - 10. Initiate functions globally, such as format, ready, record, stop record, or eject, on multiple devices on the network simultaneously.
 - 11. Automatically make time and date or daylight savings time adjustments while continuing to record.
 - 12. Ensure certain flagged records/recordings are stored and retrievable for the duration of the Contract.
- J. The ITS shall allow specific telephone numbers to be flagged for monitoring and other investigative purposes.
- K. The ITS shall be capable of configuring a list of specifically identified telephone numbers so that if a flagged number is called, the Inmate Telephone Service shall also

call a designated cell phone or Department landline number. This feature allows Department staff, such as an investigator, the ability to Camp-On the call to monitor or disconnect, at his/her discretion. The Camp-On shall be performed without a tone or other notification. The Inmate Telephone Service shall be capable of multiple Camp-On calls in the case that numbers are dialed simultaneously from different Inmate Telephones.

- L. The Contractor shall provide the Department with access to detailed information on Inmate calling patterns.

C.3.6 Digital Mail and eMessaging Requirements

- A. The Contractor shall provide a Digital Mail solution that is flexible, scalable, and easily configurable to the Department's needs. This solution shall allow for inbound mail sent to the Inmate to be received at a central Digital Mail Processing Center (DMPC), where it shall be opened, the contents scanned and transmitted through a Contractor-provided website, and integrated into an eMessaging and Digital Mail management service.
 - 1. The DMPC shall comply with Department policy, BP-03.91, Uniform Inmate Correspondence Rules, currently available on the Department's website.
 - 2. The DMPC shall be located within the State of Texas.
 - 3. All mail sent to the DMPC shall be received at a single address or P.O. Box owned by the Contractor. If the DMPC is owned and operated by a subcontractor, the Contractor shall be required to maintain ownership of the P.O. Box where mail is received.
 - 4. The Digital Mail scanning process shall, at a minimum, be able to scan and deliver:
 - a. Physical correspondence;
 - b. Postcards;
 - c. Pamphlets;
 - d. Unbound publications;
 - e. Envelopes, up to size 9 inches by 12 inches and 0.75 inches thickness, in which mail is received; and
 - f. Photographs, glossy or standard.
 - 5. All components of the inbound mail shall be retained for at least 90 Days and made available in a manner agreed upon by the Department. The Contractor shall meet the following requirements:
 - 6. The Contractor shall provide to the Department a monthly report on the disposed mail.
 - 7. The Contractor's report must list each piece of mail disposed.
 - 8. The Contractor shall provide a process for Inmates or the sending party to request that items received at the DMPC be returned to the sending party. This process

must be available to the Inmate and the sending party during the 90-Day retention period.

9. The Contractor shall process and deliver all incoming mail to the Inmate within three Working Days of receipt by the Contractor.
 10. The Contractor shall not process mail delivered directly to a unit, such as attorney-client correspondence.
- B. The Contractor shall provide an eMessaging solution that is flexible, scalable, and easily configurable to the Department's needs. This solution shall allow inbound and outbound eMessaging content through a Contractor-provided website and be integrated into an eMessaging and Digital Mail management service.
 - C. The Contractor shall retain all eMessages, Digital Mail, photos, and attachments according to Department requirements throughout the Contract Term.
 - D. The Contractor shall provide a process for routing Digital Mail and eMessages based on Inmate information, housing location, and Inmate Tablet assignment.
 - E. The Contractor shall provide Inmates who are no longer in the Department's custody access to download/retrieve all eMessages/Digital Mail content through a Contractor-provided portal.
 - F. All eMessaging and Digital Mail content shall be available for download, viewing, printing, and approval or rejection by the Department prior to its delivery to the Inmate.
 - G. The Contractor shall provide a Service that, at a minimum, provides features through which eMessages and Digital Mail are electronically reviewed and sorted by criteria determined by the Department as well as an auto-release function for approved eMessages and Digital Mail.
 - H. The Contractor shall provide personal computer workstations, printers, and consumable supplies as required for each location required for the Department to review and approve eMessaging and Digital Mail.
 1. These workstations shall meet the Department's current Enterprise Technology Architecture (ETA) requirements and all peripheral devices and consumable supplies required to receive and print inbound eMessages and scanned Inmate mail, and scan and transmit outbound Inmate Trouble Tickets (ITT) to the Contractor.
 2. The quantity of these workstations shall be negotiated. At a minimum, workstations shall be required to be located in each unit's mail room(s).
 3. The Contractor shall be responsible for maintaining all equipment and a reasonable supply of consumable items including, but not limited to, ITTs, toner cartridges, and paper, required for such equipment's proper and intended function.
 4. The Contractor shall provide connectivity for these workstations on the ITS network.
 - I. The eMessaging and Digital Mail application shall include, but not be limited to:

1. The ability to identify keywords or phrases as defined by the Department in such a manner that they can be viewed by the Department.
2. The ability to view all messages and photo attachments by unit, Inmate name, TDCJ Number, SID Number, customer (friend or family member) name, and Contractor-assigned customer identification number.
3. The ability to have a Department dashboard for messages and photo attachments pending approval, messages returned to customers, denied messages by the Inmate, and other information as defined by the Department.
4. The ability to have a Department dashboard for messages that indicates the Inmate's name, identification number, customer name, time and date received, and other information as defined by the Department.
5. The ability to generate eMessaging and Digital Mail reports as defined by the Department.
6. The ability to automatically block receipt of digital messages or content from restricted senders.
7. Investigative link analysis and reporting solutions.
8. A configurable electronic denial notification and denial appeal process with the ability to restore discarded or denied content.
9. A process for the Department to send an eMessage to individual Inmates, or all Inmates, based on housing location, unit, or systemwide.

C.3.7 Reporting Requirements

- A. The ITS shall allow access to the underlying data and provide analytics to allow the Department to search the ITS, based on criteria to be determined by the Department to extract custom reports. The Contractor shall meet the following requirements:
 1. Criteria shall be related to factors including, but not limited to, keywords, user activity, and Inmate activity/behavior.
 2. Functionality shall provide the Department the ability to select the scope of information to be searched including, but not limited to, systemwide, regionwide, unit, building, specific housing, and timeframe.
 3. Functionality shall allow the Department to search using a single factor or criteria, and multiple factors and criteria simultaneously, including searching for all factors and criteria.
- B. The ITS shall have the capability to produce management reports on a variety of topics on a scheduled and on-demand basis. Reports may be standard or ad hoc and available to be produced from all stored data.
- C. Production of reports shall not negatively affect any portion of system operations.
- D. The report interface shall be intuitive, well-documented, and easy to use.

- E. Reports shall be able to be generated at the individual facilities, regionally, and administrative locations.
- F. The Contractor shall provide reports to the Department on a regular schedule and delivered in a printed format or electronically in a printable format, agreed upon by both parties.
- G. Report and statistical information shall include charts, graphs, spreadsheets, and other formats as requested by the Department.
- H. The Department shall approve report layout, design, and information breakdown, which may be subject to change depending on the needs of the Department.
- I. The Contractor and the Department shall determine the information to be included in regularly required reports. The Department shall determine the reporting frequency.
- J. Reportable metrics can be found in **Exhibit J.3, Contract Performance Measures**.

C.4 INMATE TELEPHONE SERVICE

- A. The Contractor shall provide a secure Inmate Telephone Service to Eligible Inmates housed in designated Department facilities.
- B. The Contractor shall ensure all Inmate Telephone Service network traffic is routed through the ITS.
- C. The Contractor shall provide functionality optional for Eligible Inmates to allow the Inmate Telephone Service to be offered via an installed application on Inmate Tablets.
 - 1. The Contractor shall be responsible for the development of this telephone application and ensure its functionality on Inmate Tablets.
 - 2. The Contractor shall be responsible for ensuring that all aspects of this telephone application always maintain the requirements of the Inmate Telephone Service.

C.4.1 Inmate Telephone Service Functional Requirements

- A. When a telephone is in the off-the-hook position, dialing prompts shall be presented immediately. The Inmate Telephone Service shall not provide a second dialing prompt. The Inmate Telephone Service shall provide a call setup time of approximately six seconds after positive Inmate biometric verification.
- B. The Inmate Telephone Service shall:
 - 1. Allow for a maximum number of rings before a call is automatically disconnected. The number of rings shall be consistent with the Department standard of eight rings.
 - 2. Provide notification to the caller of the call status, such as ringing or busy. This notification may be in the form of ringing, busy tone, recorder tone, or appropriate recorded messages. The Inmate Telephone Service shall not charge for incomplete calls or calls that result in these status notifications.
 - 3. Be configured in prepaid and collect, outward calling mode, to landlines and cell phones where billing name and address information can be obtained.

4. Not allow voice services or calls where the called number and/or device cannot be authenticated or identified as a Virtual Number. Requirements regarding Virtual Numbers include:
 - a. The Contractor and the Department shall work cooperatively to identify Virtual Number services during the PAN approval process. The Contractor shall prohibit calls from being completed to these Virtual Numbers.
 - b. The Contractor shall provide a quarterly re-verification of at least 25% of all active PANs in accordance with the verification process outlined in the PAN list process. The intent is not to allow voice services where the called number and/or device cannot be authenticated or identified.
5. Make calling available for all locations within the Continental United States, Hawaii, and United States territories. Limited international calling shall be available to countries pre-approved by the Department.
6. Allow the Department to assign globally allowed telephone numbers, such as Crime Stoppers and the Inmate tip line, that shall override any programmed restrictions.
7. Allow the Department to block Inmates from calling certain selected telephone numbers, area codes, or exchanges. The Department must be able to block any telephone numbers at the Department's sole discretion. The Contractor shall be required to receive the Department's written approval prior to blocking numbers.
8. Authorize Eligible Inmates to make an unlimited number of monthly telephone calls.
9. Automatically terminate all calls after the Department-approved duration limit is reached.
10. Allow live monitoring of all calls.
11. Provide a method for the Department shutdown of individual calls or all calls systemwide.
12. Automatically shut down upon the DRS Site's failure to record. The Inmate Telephone Service shall restart upon DRS repair to full functionality.
13. Ensure that upon the loss of commercial power, no change in the operational characteristics of the system shall occur. If commercial power is not restored prior to the exhaustion of Inmate Telephone Service UPS power, the Inmate Telephone Service shall announce to both parties the termination of all calls in progress prior to shutting down.
14. Be equipped for remote entry via the internet, with multi-factor authentication validation, to perform all system and administrative functions.
15. Ensure compliance with the calling schedule as controlled by Department staff, as described in **Section C.3.3, Administration and Controlled Access**.
16. Maintain the existing video relay interpretation Service or provide a like Service.

17. Maintain the existing visitation phone monitoring system or provide a like Service.

C.4.2 Inmate Telephone Service Technical Requirements

- A. The Contractor shall provide all system hardware, to include all equipment necessary to operate and access the Inmate Telephone Service.
- B. The Contractor shall provide a minimum of one functional wall-mounted or pedestal telephone communication device per 30 Eligible Inmates at each Site identified in **Exhibit J.1, Site List**. This calculation shall be based on a Site's total Inmate capacity.
- C. The Contractor shall outline a process to replace any Inmate telephone that has failed to maintain operational status in keeping with the requirements in this Contract.
- D. The Contractor shall ensure that wall-mounted or pedestal telephones at each installed location:
 - 1. Maintain the required Quality of Service (QOS) for voice prioritized packet/packets yielding a Mean Opinion Score (MOS) rating of 3.7 or better. If at any time this service falls under the jurisdiction of a regulatory agency and more stringent standards are required, the Contractor shall be responsible for meeting those standards.
 - 2. Be compatible with the mutually agreed-on biometric caller identity verification system.
 - 3. Be stainless steel or equivalent.
 - 4. Be tamper-resistant (anti-vandal and anti-drill) of durable construction.
 - 5. Be flame-retardant and must not give off toxic gases when subjected to fire.
 - 6. Be Dual Tone Multi-Frequency (DTMF) compatible.
 - 7. Be labeled on the body per Department requirements.
 - 8. Include functionality in accordance with all ADA requirements.
 - 9. Be equipped with hearing-aid compatible handsets.
 - 10. Be equipped with cords from the receiver to the body of the telephone that are approximately two feet long and armored. The Contractor shall provide different cord lengths at the Department's request.
 - 11. Include printed instructions, in both English and Spanish, for placing a call on all Inmate telephones.
 - 12. Include a printed label, in both English and Spanish, indicating calls may be monitored and recorded on all Inmate telephones.
- E. The Contractor shall provide portable, Ruggedized Inmate telephone sets for use if the Department requires that Service at any time.

C.4.3 Call Validation Requirements

- A. The Contractor shall implement a system to validate called parties. The Inmate Telephone Service shall be able to validate the Inmate's biometric information with that Inmate's specific PIN and/or PBI. Calls shall be completed only after the successful validation with a specific Inmate's PIN and/or PBI and the Inmate's PAN list.
- B. The Inmate Telephone Service shall compile and provide for each Inmate an individual PAN list. The maximum amount of telephone numbers will be determined by the Department. The PAN list must be provided auditorily over the Inmate telephones and displayed in the Inmate telephone application on the Inmate Tablet.
- C. The Inmate Telephone Service shall be programmable to allow for the restriction of an approved telephone number.
- D. The Inmate Telephone Service shall allow the assignment of a list of specifically allowed numbers, such as attorney numbers, to be flagged to override programmed recording and monitoring features.
- E. The Inmate Telephone Service shall not complete calls to numbers not on the Inmate's PAN list.
- F. The Inmate Telephone Service shall provide an announcement stating that the call was to an unauthorized number in English and Spanish.
- G. The Inmate Telephone Service shall be able to provide a report, at any time and for any time frame, at each Site which identifies telephone numbers dialed including, but not limited to:
 - 1. The Inmate's name;
 - 2. PIN;
 - 3. Date and time the call was placed;
 - 4. Name and the number called; and
 - 5. Duration.

C.4.4 Announcement and Call Branding Requirements

- A. All recorded call messages shall be labeled, indicating that calls may be monitored and recorded.
- B. All messages shall be made available with English and Spanish options.
- C. The Inmate Telephone Service shall ensure that the automated operator functions use the Inmate's supervised pre-recorded name to announce the call to the called party.
- D. All Inmate Telephone Service calls shall be identified to the called party as follows:
 - 1. "This is a prepaid/collect [whichever is applicable] call from [insert Inmate's pre-recorded name] an Inmate at the [insert appropriate unit of assignment name and include instructions on how to accept or decline/block the call]." The Contractor

may recommend additional recorded phrases and/or language; however, any changes shall be approved by the Department.

2. The Inmate Telephone Service shall allow the called party to respond via DTMF input, indicating if they are willing to accept the call.
 3. When an Inmate Telephone Service call is accepted, the system shall state to both parties that the call may be monitored and recorded.
 4. If the called party does not accept a call, or if there is no answer, the Inmate Telephone Service shall inform the Inmate of the situation and not simply disconnect the call.
- E. A whisper announcement shall be given to both parties one minute prior to the termination of the Inmate Telephone Service call.
- F. If the Department disables the Inmate Telephone Service, an announcement shall be made to both calling parties advising that the system has been disabled.

C.4.5 Fraud Control Requirements

- A. The Contractor shall bear sole responsibility and may be subject to Performance Measure adjustments for Fraudulent Calls.
- B. The Department shall bear no responsibility for revenue loss resulting from fraudulent use of the Inmate Telephone Service.
- C. The Inmate Telephone Service shall, provide at a minimum, the following aids in preventing fraudulent use:
 1. Interference with secondary dial patterns.
 2. Termination of calls if a second dial tone is detected.
 3. Prohibition of switch hook dialing.
 4. A non-billed interval at the beginning of the call.
 5. Limitation on the number of times a telephone number may be redialed by the Inmate within a specific period of time (parameters shall be set by the Department).
 6. Provide three-way call detection at all times.
 7. Validation of information such as name, address, and relationship for the called number.
 8. Continuous monitoring of the biometric identifier throughout the duration of the call and termination of the call if the biometric does not match.

C.4.6 Call Length Control Requirements

- A. The Contractor shall ensure that call length control requirements can be managed manually or via an automated process.

- B. The Inmate Telephone Service shall be able to designate the length of the Inmate call and automatically terminate the call at its expiration.
- C. The Inmate Telephone Service shall allow a systemwide call duration default, with the systemwide call duration determined by the Department. The systemwide call duration at the time of Contract Award shall be 30 minutes and is subject to change at the discretion of the Department.
- D. The Inmate Telephone Service shall allow the Department system administrator to designate different privilege levels or levels of access to individual Inmates and individual telephones.
- E. The Inmate Telephone Service shall provide the Department total flexibility for designating the length of calls placed by Inmates based on:
 - 1. The Department unit,
 - 2. The Day of the week,
 - 3. The type of call,
 - 4. The Inmate's privilege level,
 - 5. The Inmate's custody level,
 - 6. The Inmate's housing assignment,
 - 7. The Inmate's PIN, and
 - 8. Specific telephone numbers assigned to a PBI or PIN.
- F. The call length shall be programmable and variable. Department staff shall have the ability to set a time limit for each Inmate, a group of Inmates, or for each unit.
- G. The Inmate Telephone Service shall allow the Department, based on Department parameters, to:
 - 1. Limit the number of calls an Inmate can make per Day/week/year;
 - 2. Limit the type of call; or
 - 3. Limit the total duration of all calls an Inmate can make in a set period of Days/weeks/years.
- H. The Department limitation parameters may vary by PIN, telephone number, and/or unit.

C.4.7 Call Detail Record Requirements

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

- C. Call records shall not be stored on individual telephones.
- D. The Inmate Telephone Service shall buffer/store completed audio call records for the entire Contract Term that can be accessed at any time, including in real-time. The records shall provide the following minimum information on all calls:
 - 1. Date and time call initiated and terminated;
 - 2. Disposition of the call, indicating termination type, such as complete or incomplete;
 - 3. Station identifier associated with the telephone or Inmate Tablet used to place the call;
 - 4. Complete telephone number dialed;
 - 5. Complete profile information for the called parties;
 - 6. Duration of call in minutes and seconds;
 - 7. Total call minutes and costs;
 - 8. Name of Inmate placing call, TDCJ Number, SID Number, and PIN;
 - 9. The specific device and location (e.g., housing area) where calls originate; and
 - 10. Call type and termination category.

C.4.8 Video Call Functionality

The Contractor shall provide video call functionality, either through stand-alone video kiosks or through a system utilizing a combination of an application utilized as a part of the Inmate Tablet Service and/or video kiosks provided for video calling on designated facilities at no cost to the Department. The Contractor shall meet the following requirements:

- A. The Contractor shall describe the manner in which video call functionality shall be provided in detail.
- B. A video call kiosk, if utilized, shall:
 - 1. Include a camera;
 - 2. Be stainless steel or equivalent;
 - 3. Be tamper-resistant (anti-vandal and anti-drill) of durable construction;
 - 4. Be flame retardant and must not give off toxic gases when subjected to fire;
 - 5. Be labeled on the body per Department requirements;
 - 6. Include functionality in accordance with all ADA requirements;
 - 7. Be equipped with hearing aid-compatible handsets;

8. Be equipped with cords from the receiver to the body of the kiosk that are armored and approximately two feet long or different cord lengths at the Department's request;
 9. Include printed instructions, in both English and Spanish, for placing a video call on all video call kiosks;
 10. Include a printed label, in both English and Spanish, indicating video calls may be monitored and recorded on all video call kiosks; and
 11. If kiosks are utilized in conjunction with the separate Inmate Tablet Service, be programmed in such a manner as to only function when connected to the Inmate Tablet of an Inmate approved for the call.
- C. The video call system shall, at a minimum, conform to the same rules and requirements as all Inmate Telephone Service functionality.
- D. All video calls shall record all audio and video, from connection to completion, and details regarding the call in the same manner used for the Inmate Telephone Service.
- E. The video call system shall provide background blurring on both sides of a video call and privacy technology to obscure vision from outside of direct angles on the Inmate side of the video call.
- F. The video call system shall provide technology to prevent the display of non-facial exposure of either party's body during a video call.

C.4.9 Revenue Requirements

- A. The Contractor will provide revenue data in a spreadsheet format (Microsoft Excel) or from the system itself, with delivery of both options being preferred. The data will allow the Department to find specific data and create reports by using a query method to retrieve the data. The procedure will be uncomplicated and easy to use. The Contractor will provide written instructions on how to use query and report functions.
- B. The revenue data shall include, but not be limited to, the following fields:
1. Date, time, and telephone numbers called;
 2. Duration of call;
 3. Gross Revenue by location and total Gross Revenue;
 4. Inmate identification information;
 5. Facility for originating telephone calls; and
 6. Total number of minutes used.
- C. The revenue cycle will be a maximum of 31 Days from date of first completed call. The cycle length should be from the first to the last Day of the month.
- D. Revenue data is due to the Department by the 20th Day of the month following the month for which the revenue is collected.

- E. Revenue data will include all information necessary for auditing in accordance with the rate structure.

C.5 INMATE TABLET SERVICE

- A. The Contractor shall provide all equipment necessary to operate and access the Inmate Tablet Service.
- B. The Contractor shall provide a minimum of one functional Inmate Tablet to each Eligible Inmate identified by the Department at each Site in **Exhibit J.1, Site List**.
- C. The Contractor shall provide tablets for system insight by unit administration at each Site in **Exhibit J.1, Site List**, at no cost to the Department.
- D. The Contractor shall ensure that Inmates are required to enter their PIN and log in to the Inmate Tablet before they can access any applications. This Service shall also include biometric options such as thumbprint readers.
- E. The Contractor shall provide native tablet applications for use on Inmate Tablets.
- F. The Contractor shall configure all approved native applications to fit the Department's specific needs and continue to update these applications throughout the Contract Term.
- G. All native and third-party applications used in any part of the Inmate Tablet Service shall be reviewed, tested, and approved by the Department prior to their implementation.
 - 1. The Contractor shall submit a comprehensive plan to manage hosting and interface costs associated with such applications that are developed on behalf of the Department. This plan must include a review and approval process allowing the Department to evaluate all proposed fees and determine whether such fees are reasonable and customary prior to the Contractor assessing any charges for a third-party application developed on behalf of the Department.
 - 2. This includes third-party applications and native applications developed by the Contractor.
 - 3. The Department shall indicate approval of each such new application by providing to the Contractor a completed copy of **Exhibit J.4, Application Approval Certification**, for each new application.
- H. The Contractor shall ensure all Inmate Tablet Service network traffic is routed through the ITS network.
- I. The Contractor shall provide Contractor-supported solutions, such as kiosks and automated systems to read and respond to eMessages, for Inmates to receive Services when an Inmate Tablet is not available for issuance.
- J. The Contractor shall provide a mechanism/portal for the Inmate to access their eMessages, Digital Mail, purchased newspapers, purchased magazines, purchased music, purchased games, purchased books, purchased audiobooks, purchased movies, purchased television programs, and other content post-release.

C.5.1 Inmate Tablet Service Functional Requirements**A. The Contractor shall ensure Inmate Tablets:**

1. Provide an administrative override feature to allow a Department administrative user to log in to any Inmate Tablet at any time.
2. Support the telephone call functionality offered by the Inmate Telephone Service, ensuring that all system requirements are adhered to, and allow for a flexible phone schedule in keeping with the parameters of the Inmate Telephone Service, based on factors such as, but not limited to, Inmate housing, unit of assignment and building of assignment.
3. Provide a configurable option to time out after a period of inactivity.
4. Provide a lock screen displaying, at a minimum, the following items:
 - a. Inmate name;
 - b. TDCJ Number;
 - c. Housing information;
 - d. Department and unit name;
 - e. Barcode; and
 - f. A unique identifier for the Inmate Tablet hardware.
5. Provide, at a minimum, the following security measures to harden the firmware on the Inmate Tablets:
 - a. Provide a test tablet to the Department for testing all applications and functionality prior to distribution;
 - b. Remove any native application or functionality from all Department Inmate Tablets at the Department's request prior to distribution;
 - c. Remove any option to change an Inmate's tablet settings on a setting-by-setting basis at the Department's request prior to distribution;
 - d. Disable Bluetooth and Cellular wireless radio;
 - e. Provide no option to install and un-install apps;
 - f. Ensure authorized apps are pushed to the Inmate Tablets through a Contractor-managed process; and
 - g. Ensure no access to third-party app stores.
6. Display terms and conditions to users the first time they log in or for subsequent changes to the terms and conditions.
7. Are equipped for remote entry via the Internet, with multi-factor authentication validation, to perform all system and administrative functions.

8. Are configured to log and report all system access and changes for auditing purposes that provide the Department the capability to trace actions.
 9. Are configured to allow the Department to access underlying data to extract custom reports as described in **Section C.3.7, Reporting Requirements**.
- B. The Contractor shall duplicate all programs available on Inmate Tablets at the time of transition to this Contract unless otherwise approved by the Department. Such duplication of programs may be accomplished by providing the same applications or integrating data from existing programs into a new application.
- C. The Contractor shall ensure Inmate Tablets provide configurable self-harm, contraband, or other security-related detection functionality to recognize specifically identified content, words, or behaviors and immediately notify specific individuals, as determined and managed by the Department, with an alert that includes the Inmate's information, Inmate Tablet location, and the content, words, or behaviors identified by the system.
- D. The Contractor shall provide and use an auditable method to determine if, how, and when an Inmate Tablet may have been Compromised in any manner.

C.5.2 Inmate Tablet Technical Requirements

- A. The Contractor shall ensure Inmate Tablets:
1. Update software and firmware when connected to the ITS wireless network;
 2. Provide at least 128GB of storage with a larger storage capacity preferred;
 3. Do not allow internet access;
 4. Are provided, at the Department's choice, either:
 - a. As two separate models consisting of:
 - i. A non-camera model for general Inmate use, issuable to any Inmates, unless otherwise designated by the Department, and
 - ii. A camera-equipped model that may only be assigned to Inmates expressly approved by the Department; or
 - b. As a single camera-equipped model with ITS functionality that allows the Department to remotely enable or disable camera use on an individual-Inmate basis, ensuring that no Inmate may utilize the camera feature without prior Department authorization.
 5. Utilize an industry-standard charging port approved by the Department. The Contractor shall describe in detail the charging port types and capabilities offered;
 6. Include a headset/earbud jack connection;
 7. Include a pogo port for kiosk connection;
 8. Include a power button;

9. Include volume buttons;
 10. Include high-strength, impact-resistant security glass with an integrated screen protector;
 11. Be shock-resistant, tamper-resistant and suitable for use in a correctional environment; and
 12. Be tamper evident.
- B. The Contractor shall provide headsets/earbuds for an Inmate Tablet, as needed. Headsets/Earbuds shall:
1. Meet a minimum standard of 20Hz-20Khz playback from +/- 3dB;
 2. Contain a microphone; and
 3. Be designed to minimize contraband.
- C. The Contractor shall provide a free keyboard to any Inmate who enrolls in formal education programs.
- D. The Contractor shall provide a 110V wall charger designed to minimize contraband for an Inmate Tablet, as needed.
- E. The Contractor shall provide each Site with charging carts/stations for the safe and secure charging of all the Inmate Tablets, as needed. The Contractor shall meet the following requirements:
1. The Contractor-provided charging carts/stations shall be Ruggedized for use in the unit; and
 2. The Contractor-provided charging carts/stations shall be lockable.

C.5.3 Inmate Tablet Inventory and Tracking Requirements

- A. The Contractor shall have an automated method of controlling, tracking, and identifying Inmate Tablets.
- B. The Contractor shall establish a method to record all issuances of Inmate Tablets, including the date and time the request was made, the date the request was fulfilled, and the time elapsed between the request and its fulfillment. The Contractor shall provide a monthly report to the Department on issuances.
- C. The Contractor shall ensure adequate inventory is maintained at each location identified in **Exhibit J.1, Site List**, to ensure that Inmate Tablets are always available when needed for distribution.
- D. The Contractor shall ensure that their inventory management system guarantees an Inmate never experiences a wait of more than five Working Days to receive an Inmate Tablet. The first Working Day following the Day an Inmate becomes eligible to receive an Inmate Tablet or submits a ticket via an approved method to request a replacement tablet, shall be Working Day one of the five Working Days.

- E. The Contractor shall have a method for auditing the inventory of Inmate Tablets and providing the results to the Department, as required.
- F. The Contractor shall outline the process to replace any Inmate Tablet in coordination with the Department based on the reason for the replacement.
- G. The Contractor shall have and utilize the capability to use real-time wireless triangulation when deemed necessary to locate Inmate Tablets.

C.5.4 Critical Content Requirements

The Inmate Tablets shall include the following minimum capabilities:

- A. Access to Digital Mail and eMessaging Services, as described in **Section C.3.6, Digital Mail and eMessaging Requirements**;
- B. A document viewer application;
- C. An application/Service that provides the ability to fill out, send, route, and receive documents from Department representatives;
- D. A Department-managed application for the Department to upload content for Inmates (e.g., Inmate handbooks, reentry manuals, videos);
- E. Applications created by the Department in conjunction with, and hosted by, the Contractor to only be available on Department utilized Inmate Tablets;
- F. Third-party applications approved or purchased by the Department, and hosted by the Contractor, to only be available on Department utilized Inmate Tablets;
- G. A job search application. The Contractor shall provide all Inmate Tablets with the Workbay interactive career development platform application and ensure that the Inmate Tablet Service is compatible with the Workbay application. For more information about Workbay, visit <https://www.workbay.net/>;
- H. Collection of books and periodicals held in a library application;
- I. Law library application (compliant with 1977 Supreme Court Ruling *Bounds v. Smith*, 430 U.S. 817);
- J. Podcasts;
- K. K-12 educational content;
- L. FM radio application;
- M. Higher education content;
- N. Vocational educational content, some of which may be provided at no charge to Inmates, and some may be at a cost;
- O. A Learning Management System (LMS) that provides personalized content to each Inmate and accessible only when an Inmate provides their unique PIN or biometric information. The Contractor shall ensure that the LMS functions similarly to the

- currently utilized system and can integrate existing data from the Department's Windham School District, with no errors or loss in function to such data provided;
- P. Self-improvement content (Reentry Assistance, Religious Applications, Spiritual and Self-Help Applications);
 - Q. Mental health services;
 - R. Prison Rape Elimination Act (PREA) line; and
 - S. University of Texas Medical Branch (UTMB) Health Service Application, to include:
 - 1. Private and secure tunnel configuration between the Contractor and UTMB;
 - 2. PDF file viewing capabilities;
 - 3. Data entry form capabilities;
 - 4. Ability to stream video regarding health information;
 - 5. Communication application integration to provide UTMB the ability to send reminders regarding patient appointments, request Inmate appointment intent to accept or decline visits to the UTMB clinic or Hospital Galveston, and other possible use cases to send information directly to a specific inmate or request information from a specific inmate; and
 - 6. The ability to offer video telehealth services to Inmates, within their cells or other secure locations in their vicinity, for specific use cases and scenarios.

C.5.5 Inmate Tablet Media Content Requirements

- A. The Contractor shall provide a media store where Inmates can obtain newspapers, magazines, music, games, books, audiobooks, movies, television programs, and any other content approved by the Department.
- B. The Contractor shall provide an automated method allowing Inmates to obtain premium content (with no staff involvement) by interfacing with each Inmate's account.
- C. The availability of content shall be configurable. The Contractor shall meet the following requirements:
 - 1. No content with words, images, lyrics, or games deemed explicit by the Department shall be offered; and
 - 2. At the Department's request, any specific piece of content shall be made unavailable.
- D. All content shall comply with the Department's approval process. Content that has been denied approval by the Department shall not be available to Inmates, regardless of subscription status.
- E. Newspapers shall be offered via a la carte one-time purchase or subscription models. Subscription services shall provide options for a subscription to a single newspaper, a selection of all major metropolitan newspapers in the State of Texas, and a selection of newspapers nationwide owned by the same media outlet.

- F. Magazines shall be offered via a la carte one-time purchase or subscription models. Subscription services shall provide options for a subscription to a single magazine and a selection of magazines nationwide owned by the same media outlet.
- G. Books and audiobooks shall be offered via a la carte one-time purchase option and through a modern library system offered by the Contractor, including current offerings, which allows Inmates to check out a digital copy of book or audiobook for a predetermined period of time. The modern library system shall include the ability to configure the selection offered based on Department requests.
- H. Music shall be offered via a la carte one-time purchase or subscription models. No music labeled as explicit by the Recording Industry Association of America (RIAA) Parental Advisory Label (PAL) shall be allowed. The Contractor shall provide a method for Inmates to create a custom music playlist.
- I. Movies and television programs shall be offered via a la carte one-time purchase or subscription models, and shall meet the following requirements:
 - 1. No movie with a Motion Picture Association of America (MPAA) rating higher than PG-13 shall be allowed;
 - 2. A movie rated R by the MPAA shall only be allowed if it is presented in its “edited for content to play on television” version; and
 - 3. No television program with a TV Parental Guideline rating of higher than TV-14 shall be allowed.
- J. Games shall be offered via a la carte one-time purchase or subscription models. No game with an Entertainment Software Rating Board (ESRB) rating of higher than Teen shall be allowed. A limited number of free games shall be offered.

C.5.6 Additional Contractor Staff for Application and Workflow Development

- A. The Contractor shall provide qualified staff resources to support Inmate Tablet Service application and workflow development throughout the Contract Term. The Contractor’s development staff shall include, at a minimum, the following roles:
 - 1. Architecture Support (as needed);
 - 2. Workflow Automation Specialist (as needed);
 - 3. User Experience (UX) Designer; and
 - 4. Full Stack Developers (minimum of two).
- B. Individuals may perform more than one role, provided all required qualifications and competencies are met and approved by the Department.
- C. The Contractor’s development staff dedicated to this project shall devote no less than 70% of their assigned work hours to the continuous improvement, enhancement, and development of Inmate Tablet Service applications and workflows. The remaining work hours may be devoted to general product support and maintenance activities, subject to Department approval.

- D. The Contractor's development staff shall support Department planning and decision-making by providing:
 - 1. Technical recommendations for Department-specific application and workflow development; and
 - 2. Estimates of programming hours, schedules, and resource requirements for proposed development efforts.
- E. The Department shall determine the scope, prioritization, and selection of application and workflow development.
- F. All development activities shall be subject to the Department's established change management, approval, and acceptance processes prior to deployment.
- G. The Contractor's development staff shall work collaboratively with the Department throughout the Contract Term to design, develop, and refine Department-directed application and workflow developments. The Contractor shall perform all such activities in coordination with Department stakeholders and in accordance with Department requirements and priorities.
- H. All workflow features and applications developed under this Contract for the Department shall be exclusive to and accessible only through the Department's Inmate Tablet Service and shall not be provided, licensed, reused, or made available to any other customer or entity without the Department's prior written approval.
- I. All intellectual property, source code, configurations, and documentation developed pursuant to this section shall be subject to the ownership and licensing provisions of this Contract.
- J. The Department may elect to apply unused Performance Measure credits toward development, provided the exchange rate receives prior written approval from the Department.
- K. The Contractor shall provide monthly status reports that include, at a minimum:
 - 1. Summary of development activities completed;
 - 2. Planned development activities for the next reporting period;
 - 3. Resource allocation and staff utilization; and
 - 4. Any identified risks, issues, or dependencies affecting delivery.
- L. The Contractor shall maintain a prioritized backlog of Department-directed applications and workflow enhancements, including estimated completion timelines and resource requirements for Department review and approval.
- M. The Contractor shall deliver documentation for all applications and workflow enhancements developed under this Contract including, but not limited to, functional specifications, technical design documentation, user instructions, and testing/acceptance records, in a format approved by the Department.
- N. The Department shall review and accept Deliverables in accordance with the Department's change management and acceptance processes.

C.6 ANCILLARY SERVICE REQUIREMENTS**C.6.1 Digital Forensics Requirements**

The Contractor shall provide a Service with capabilities to retrieve saved and deleted information from an Inmate Tablet. The Contractor shall meet the following requirements:

- A. The Contractor shall provide forensic-grade computers, peripheral devices as needed, and all commercial forensic software with a one-for-one license-to-staff member ratio.
- B. The Contractor shall have the ability to conduct enhanced forensic examinations including, but not limited to, Joint Test Action Group (JTAG) and Chip Off examinations. Based on current metrics, 150-200 devices per month require forensics Service. Retrievable information can include, but is not limited to, call logs, messages, contact information, photos, videos, browser history, and SIM card and SD card analysis.
- C. All information that is retrieved shall be provided to the Department.
- D. Services shall include the Contractor-provided staff, analysis lab and equipment, evidence storage, and strict chain of custody policies. The Contractor staff shall be co-located with the Office of Inspector General (OIG) and must obtain employment clearance from OIG.

C.6.2 Investigative Services and Application Requirements

The Contractor shall provide software applications and reporting capabilities to the Department to aid in administrative and investigative functions. Such applications and Services should include, but not be limited to, the ability to:

- A. Listen to one or both parties of a call, advance through dead space, type and save notes, and forward this information.
- B. Detect conversations via an algorithm between Inmates both, within the Department and other correctional agencies, and provide report notifications to the Department.
- C. Provide link analysis.
- D. Monitor calls for Department-defined keywords or conversations.
- E. Create monitoring requests that include specific criteria to include, but not be limited to, specific units, Inmates, keywords, and phrases.
- F. Generate reportable information defined by the Department.

C.6.3 Managed Access System Requirements

To ensure Inmates are only utilizing the approved ITS, the Contractor shall install and maintain a comprehensive cellular and wireless containment Managed Access System (MAS) at the Mark W. Stiles and William G. McConnell units that, through the use of technology, shall restrict unauthorized cellular signal, data, and text messaging capabilities within a defined area of a Department unit.

- A. The Contractor shall ensure that the MAS:

1. Provides the Department a 24X7 solution for managing and controlling the use of unauthorized wireless devices, including voice, text, and data, within a specifically defined coverage perimeter of each unit designated by the Department.
2. Allows outbound voice calls for authorized Department wireless users (as defined by name, title, mobile phone number, International Mobile Subscriber Identification (IMSI), and International Mobile Equipment Identity (IMEI), while preventing all other communications, except for 911 call access and calls.
3. Provides a user-friendly graphical user interface (GUI) that allows authorized users to view MAS data, which includes activity such as, but not limited to, log-in and mode change, detected devices, device activity, and general system operation status and health. Access to this information shall be restricted to a limited number of authorized Department users, as determined by the Department, and these authorized users shall utilize the information only for legitimate law enforcement, investigative, and/or penological purposes.
4. Allows authorized devices to make outbound calls. There shall be no limit on the number of authorized devices that can be added to the Department's authorized list; however, the MAS shall be limited to five simultaneous outbound voice calls at one time.
5. Ensures unauthorized devices are managed so they do not connect to the commercial mobile carrier network.
6. Utilizes a UPS and is connected to local emergency power provided by the Department, as available, to ensure continual performance.
7. Logs and retains all wireless activity being prevented. The Contractor shall ensure:
 - a. All logged data is transmitted, stored, and immediately accessible to authorized Department staff in the Contractor's SAN and duplicated to ensure copies are maintained.
 - b. All data is archived for the entire Contract Term and delivered to the Department in an agreed-upon format thereafter.
8. Provides a client workstation and software, the MAS GUI, that is web-based and accessible from any PC or workstation with internet access. The GUI shall be limited to authorized Department staff who are approved to know the operating status of the MAS and view illicit cell phone registrations and activity.
9. Is able to recognize all cellular carriers' signals and meet all FCC requirements for such systems. The Contractor shall ensure the following requirements are met:
 - a. The MAS shall process all currently available cellular radio access network (RAN) protocols and detect all wireless devices of covered types, regardless of wireless frequency, that are powered on within the coverage perimeter as determined by the Department.
 - b. If a RAN protocol becomes commercially available to the general public in the Geographic Service Area (GSA) where the MAS resides, the Contractor shall provide control and management technology for the new RAN technology.

10. Retains a Device Database that shall log the IMEI, IMSI, electronic serial number (ESN), and/or the Mobile Equipment Identifier (MEID), and registration of activity date and time. Additionally, the MAS shall identify the base transceiver station that the illicit device is connected to (which may be different from the device's carrier in the event of roaming agreements), the commercial mobile carriers, and the specific radio protocol that illicit devices are attempting to access.
11. Is able to alert authorized Department staff with an event notice through a phone call or email message of system faults and provide the fault's impact on the control and management performance of illicit devices along with steps being taken to resolve the fault. The event notice shall continue to stay active until cleared by authorized Department staff in consultation with Contractor technical support.
12. Is flexible and of a modular system architecture, to include the following:
 - a. As technology changes, individual elements of the MAS shall be upgraded.
 - b. As new protocols are developed by the commercial carriers, and as characteristics of the cellular environment evolve, the MAS shall be required to evolve and adapt through the addition or upgrade of new technologies in the form of replacement or additional system elements.
 - c. The Contractor shall continuously perform comprehensive remote Radio Frequency (RF) scans at all Department MAS facilities to identify commercial mobile carrier network changes (e.g., new frequencies, next-generation protocols).
 - d. Upon discovery of a commercial mobile network change either by continuous RF scans or another method (e.g., announcement by a commercial carrier, discovery by Department personnel), whichever is sooner, the MAS shall be modified, and the configuration changes shared with the Department to ensure any release and coverage gap areas are addressed within 90 Days.
 - e. The Contractor shall undertake all commercially reasonable efforts to provide control and management technology for a new RAN technology (e.g., 5G) as soon as possible following the RAN technology's commercial availability to the general public in the GSAs where the Department MAS reside; in no case shall these efforts exceed 12 months of the new RAN technology's deployment to the area.
 - f. Upon discovery of any gaps in MAS coverage within a unit by the Contractor and/or the Department, the Contractor shall be responsible for implementing the necessary corrective action to resolve any coverage issues. The Contractor must complete any corrective action within 90 Days of their discovery and/or notification by the Department of existing coverage issues.
13. Utilizes a web-based portal GUI for reporting on all MAS, including report and search capabilities for all illicit device activities. To the extent the GUI does not meet the needs of the Department, the Contractor shall work jointly with the Department to customize reports within a commercially reasonable timeframe.
14. Uses commercially reasonable efforts to create new ad hoc reports requested by the Department and ensures timely and accurate responses to all written requests for custom reports.

15. Attracts mobile devices of covered types within the coverage perimeter, as agreed upon by the Contractor and the Department, for registration, even when they are not in use but are powered on. All mobile devices that are utilizing covered protocols and are powered on within the coverage perimeter shall be detected and controlled by the MAS.
 16. Is able to independently scan the RF commercial mobile carrier environment, with network operations center technicians having the ability to alert higher-level RF System engineers to remotely calibrate the MAS, adjusting for changes to carriers' signals and/or signal strength in the coverage area of the MAS. When changes are detected that differ from the initial baseline design configuration, the MAS shall be adjusted to ensure the control of unauthorized wireless devices.
 17. Detects, alerts, and reports any MAS faults due to attempts to tamper with or disable hardware or software. MAS faults include power loss, fiber loss, and remote radio alarms. The MAS shall be monitored to ensure all authorized personnel are informed of issues or compromises.
 18. Monitors for intrusion to the MAS and reports an alert if changes occur. MAS monitoring logs shall include system shutdowns/power on, login access (failures and successes), Internet Protocol (IP) address of remote system, and other data.
 19. Is able to scan commercial mobile carrier networks and their cellular transmissions in the coverage perimeter and compare results to previous baseline results.
 20. Monitors all of its own intelligent MAS components that can be monitored.
 21. Does not interfere with equipment operated by the Department within the designated perimeter including, but not limited to, Very High Frequency/Ultra High Frequency (VHF/UHF) radios and body alarm systems. The Department shall provide the specific model type and frequencies used by all existing wireless transmission devices, including VHF/UHF radios and body alarm systems, which may necessitate filtering out the transmission of and/or receiving signals from these systems.
 22. Receives, evaluates, and routes 911 emergency calls to be completed by any device, authorized or unauthorized, unless impacted by an outside event such as an outage in the Public Telephone Network. 911 calls must be routed to the local Public Safety Answering Point (PSAP).
 23. Does not interfere with the normal operation of any wireless device outside the designated perimeter.
- B. The Contractor shall provide all supporting components and parts of the MAS, including cellular management and control equipment, hardware, operating system software, installation, and training.
- C. The Contractor shall ensure that the MAS shall remain operational, be completely installed, and operating as required by the Department.
- D. The MAS GUI shall be immediately accessible online by authorized Department staff for the entire Contract Term.

- E. The Contractor shall provide ongoing comprehensive maintenance and support of the MAS infrastructure, including repairs and replacements of all equipment components comprising the MAS system infrastructure, for the entire Contract term.
- F. The Contractor shall provide 24X7 maintenance coverage on all equipment, hardware components, operating system software, and any other components that support the MAS's functionality, to include the following:
 - 1. The Contractor shall provide a Texas-based technician to perform on-site 24X7 year maintenance and support to ensure the MAS performs at an optimal level based on the following criteria:
 - a. Priority 1 – In the case of a critical failure where equipment in an entire unit or building is not functioning properly, the Contractor shall respond remotely within one hour; arrive on-site within four hours; and provide Resolution within 24 hours.
 - b. Priority 2 – In the case of a major failure where less than 5% of the equipment in an entire unit or building is not functioning properly, the Contractor shall respond remotely within two hours; arrive on-site within six hours; and provide Resolution within 36 hours.
 - c. Priority 3 – In the case of a minor MAS service issue or localized failure requiring repair, assistance, or maintenance, the Contractor shall respond remotely within two hours; arrive on-site within one Working Day; and provide Resolution within two Working Days.
 - 2. The Contractor agrees that there shall be no cost for 24X7 maintenance coverage of the MAS, to include, but not be limited to, replacement by the Contractor of any part of the MAS, including any supporting components, that may become damaged or require replacement due to a normal equipment failure and/or casualty event. This shall not include damage or equipment failure requiring replacement that occur(s) as a result of the actions or conduct of Department employees, agents, or Inmates.
 - 3. If the Contractor determines that equipment within a specific area has been physically blocked as a result of new construction, such as fencing, building or wall, by the Department and such blockage obstructs normal operation, then the Department shall bear the expense of system augmentations required to correct the antenna blockage issue. Regarding such blockage issues:
 - a. The Contractor must provide detailed testing results and/or other supporting documentation that demonstrates that the aforementioned new construction has obstructed normal antenna operation.
 - b. The Department shall have the right to conduct its own investigation and testing of the specific area.
 - 4. The Contractor agrees to ensure the MAS is compliant with all federal and state laws, must not be impaired or restricted by legal issues, and is responsible for obtaining and maintaining, in consultation with the Department, all required legal agreements, licenses, and/or any other approvals that may be required to operate the MAS on commercial mobile carrier-owned spectrum through a lease transfer.

- G. The MAS shall log and retain all wireless activity being prevented. The Contractor shall ensure the following requirements are met:
 - 1. All logged data shall be transmitted and stored in the Contractor's SAN and duplicated to ensure copies are maintained.
 - 2. Upon request, the Contractor shall provide to the Department all logged data.
 - 3. All data shall be archived for the Contract Term, and thereafter, all data shall be delivered to the Department in an agreed-upon format.
- H. The Contractor shall implement the MAS for the entire Contract Term.

C.7 IMPLEMENTATION AND INSTALLATION REQUIREMENTS

C.7.1 Implementation Plan

- A. The Contractor shall provide a detailed statewide Implementation Plan and an Implementation Plan for each Site identified in the **Exhibit J.1, Site List**. A synopsis of each Deliverable shall include staff requirements, length of time required per Deliverable, and timeline. The Department shall provide written acceptance of a negotiated and approved Implementation Plan prior to the commencement of any work.
- B. The Implementation Plan shall include a schedule that includes a timeline in which all system components shall be completely installed and fully functional at designated Sites on **Exhibit J.1, Site List**.
- C. The ITS shall be completely installed and fully functional at designated Sites on **Exhibit J.1, Site List**, 180 Days from the Service Commencement Date. The Contractor shall use Days with the Service Commencement Date being Day one.
- D. The Department reserves the right to change Site locations and timelines as necessary based on the submitted implementation plan.
- E. Each Implementation Plan shall include, at a minimum, summaries of the following:
 - 1. Introductory kickoff meeting.
 - 2. Planning (Site plan by location).
 - 3. System Design (equipment/infrastructure required).
 - 4. Security Plan Documentation (access/data).
 - 5. Project Schedule (Timeline).
 - 6. Implementation Communication Plan (e.g., weekly status meetings, status reports).
 - 7. Stakeholder Register.
 - 8. Issue Log to be maintained throughout the project lifecycle.
 - 9. Risk Log with a mitigation strategy.

10. Staffing Plan, to include:
 - a. Number of staff dedicated to the project by job title and job description.
 - b. Plan shall include the Contractor's expectations of both Contractor and Department staff.
 11. Infrastructure procurement and installation if applicable.
 12. Equipment specifications, procurement, and installation.
 13. Training.
 14. Testing.
 15. Database Management.
 16. Inmate Enrollment.
 17. Registration of potential friends, family, and attorneys.
 18. Go-Live.
 19. Updating.
 20. Reporting.
 21. System Management.
 22. Documentation (e.g., System design, training manuals).
 23. System Maintenance and Support.
 24. Changeover Plan.
 25. Delivery and Acceptance Plan (per location and Project closeout).
- F. During the implementation period of this Contract, the Contractor shall operate its systems in parallel with any existing system which the current Vendor shall not have yet removed.
1. The objective of the parallel operation is to allow Inmate telephones to remain operational during normal operational hours to the greatest extent possible during the transition period.
 2. The Implementation Plan shall include a Transition Plan for existing Services to be transitioned and new Services to be implemented. The Contractor's Transition Plan may be adjusted as deemed necessary and approved by the Department's Contract Monitor. This plan shall be designed to provide for a seamless transition with minimal interruption of Services to Inmates.
 3. The Contractor and the current Vendor shall be required to work closely with the Department to ensure that the transfer of responsibility, from the current Vendor to the Contractor, for the Inmate Telephone Service at each unit is carried out as smoothly as possible. In addition, the Department shall work cooperatively with the

Contractor to create and maintain an information flow in accordance with other provisions of the Contract and the parties shall utilize best efforts to resolve all issues that may or could occur from such parallel operation including, but not limited to, data sharing and an agreement on a conversion schedule.

4. Due to the size and complexity of the anticipated system(s), the Contractor shall be allowed a period of transition beginning on the date the Contract is executed in which to install and implement the utilization of its own technology system. The Department realizes that some down time may occur during this transition, and the Contractor shall propose a plan that reduces this down time to allow for a smooth progression to the proposed Services. Once the Department accepts, no changes shall be made to the final Implementation Plan and Transition Plan unless a request is submitted in writing and approved by the Contract Monitor.
- G. The Contractor shall include a detailed explanation in the Implementation Plan of the following, at a minimum:
1. Procedures for the transition of Service/equipment from the current Inmate telephone and tablet Services;
 2. Times when telephone instruments shall be operational, identifying possible down time of existing Services;
 3. Service coordination requirements between the Contractor and Local Exchange Companies (LECs), as applicable;
 4. Any software programming and equipment installation preparation, as required; and
 5. Data migration plan of all information related to, but not limited to:
 - a. Friends and Family registration;
 - b. Inmate registration;
 - c. Inmate voice biometrics;
 - d. Attorney registration;
 - e. Blocked phone number;
 - f. Application;
 - g. Inmate Individual Treatment Plans; and
 - h. Learning Management System.
- H. The Contractor shall work with Department personnel to monitor performance prior to and following the full deployment of the ITS. Before an assignment is considered complete, a quality assurance review shall be conducted by the Department.

C.7.2 Installation

- A. The Department shall use commercial best efforts to work in good faith to provide space with necessary power in existing facilities for ITS equipment that meets a

- minimal size requirement without interfering with the Department's access, use, or potential use of the area where the equipment is located.
- B. The Contractor shall not install ITS equipment that interferes with the Department's access, use, or potential use of the area where ITS equipment is located.
 - C. The Contractor shall ensure all ITS equipment is installed in Contractor-provided racks/equipment in such a manner that it remains separate from existing Department and unit equipment.
 - D. The Department reserves the right to make the final determination regarding equipment placement. However, the parties acknowledge that the Contractor relies on being able to place ITS equipment within existing Department space, with rare exceptions. Regarding equipment placement outside of existing Department space:
 - 1. In the event that suitable space is not available in the Department's existing facilities, the Contractor is responsible for providing a new or separate equipment room and terminal location adjacent to existing ITS buildings where the equipment is to be installed. The Contractor shall be responsible for the construction of this secured building in a location outside of the perimeter fence.
 - 2. Upon expiration of the Contract, the building shall become the property of the Department, shall remain intact, and shall not be removed from the premises.
 - 3. Additionally, all ITS equipment located outside of a Contractor-supplied building shall be physically secured in a locked enclosure. The enclosure shall be designed in such a way as to not interfere with the normal equipment operation yet prevent access or damage to the equipment by unauthorized persons.
 - E. All components of the infrastructure comprising the ITS (but excluding any proprietary software systems used under license from the owner(s) of such intellectual property) become property of the Department.
 - F. The Contractor shall deliver each Site's equipment to the location where it is intended to be utilized, as identified in **Exhibit J.1, Site List**.
 - G. The Contractor shall be responsible for the complete engineering and installation of the ITS, including all miscellaneous hardware as called for in these specifications. This installation plan shall be approved by the Department prior to installation.
 - H. The Contractor shall utilize generally accepted industry installation practices to install the ITS.
 - I. The Contractor shall provide the Department with detailed specifications for the power requirements for any equipment to be installed as a part of the ITS.
 - J. All mounting units, such as racks, terminal cabinets, distribution closets, and backboards, shall be equipped with terminal connections to which all entering cables shall be wired. Terminal connections shall be placed as near as possible consistent with accessibility to a point where cables would normally enter.
 - K. Any splices in the system wiring shall meet current Electronic Institutional Association/ Telephone Institutional Association (EIA/TIA) specifications.

- L. The Contractor shall comply with all city, county, state, and federal codes, rules, regulations, and/or agencies, regarding the installation of the system including furnishing the necessary labor and materials to meet the above codes. The Contractor shall furnish all licenses and permits required for the installation of the system. The Contractor shall install the system utilizing the generally accepted latest American National Standards Institute / National Electrical Code (ANSI/NEC) EIA/TIA installation practices.
- M. The Contractor shall provide the Department with a complete record of the cable counts and station numbers. The Contractor shall provide the Department with As-Built Drawings for all infrastructure modifications, installation, and new equipment rooms/buildings. All cabling shall be labeled at each end per ANSI/TINEIA/TIA-EIA-662.
- N. The Contractor shall provide to the Department a soft or hard copy of each applicable code, regulation, or standard that was used to install the ITS. The Contractor shall keep this information updated and available to provide to the Department, as applicable.
- O. The Contractor shall provide all labor to install all equipment, as defined, and engineer, prepare software database, test, and cutover the system as specified.
- P. The Contractor shall submit to the Department all As-Built Drawings upon completion of the installation of the ITS.

C.7.3 System Cabling

- A. The Contractor shall be responsible for providing both inside and outside plant wiring to include all labor and materials required for proper system function.
- B. The Contractor shall ensure all cabling is placed in conduit and meets the following requirements:
 - 1. All exterior, exposed conduit shall be rigid;
 - 2. Within buildings, Electrical Metallic Tubing (EMT) with compression fittings may be used when placed above 12 feet in height;
 - 3. Conduit below 12 feet in height should be rigid conduit;
 - 4. Conduit shall be used in the tunnel, spine, and pipe chase areas;
 - 5. Conduit shall be sized as per NEC fill codes (minimum three-quarters inch). Conduit brackets and support should be per NEC standards;
 - 6. All Outside Plant (OSP) applications shall be in Schedule 40 PVC conduit unless OSP, direct burial, PE-89, filled, gopher resistant cable is used; and
 - 7. All direct burial cables shall be at a minimum of 24 inches deep with a three-inch marker tape installed 12 inches above the cable.
- C. All new inside wire provided from distribution closets to stations shall be, at a minimum, Cat5e CMP 4P/24 AWG Blue for data applications and Cat6e CMP 4P/24 AWG Blue for wireless access points. All wiring must be plenum.

- D. All jacks shall be RJ11 for voice applications and RJ45 for data applications.
- E. The Contractor shall be responsible for providing all inside wiring for the ITS for new buildings added to each unit and any major changes in unit construction.
- F. The Contractor shall be responsible for providing all data and outside plant cabling required for a proper functioning system. Cabling and infrastructure shall be secured to prevent unauthorized access or abuse.
- G. Outside plant cabling is to be PE-89 24-AWG filled direct burial type cable. These cables are to be terminated with lightning protectors and equipped with sheath bonds and grounds as per ANSI/TINEIA/TIA-EIA-662 specifications.
- H. The Contractor shall provide the metallic conduit in new or existing buildings for cabling.
- I. All cables, wires, and equipment shall be firmly held in place. Fastenings and supports shall be adequate to support their loads with ample safety factors. All cables outside of equipment room shall be in metal conduit.
- J. The Contractor shall protect state property, adjacent property, and the public property, at any time work is being performed.
- K. To prevent damage to Department infrastructure the Contractor shall be responsible for requesting underground utility locations (i.e., dig tests), prior to proceeding with any necessary digging, trenching, or boring.
- L. For location of utility lines outside the unit perimeter, the Contractor shall call 1-800-TEXAS811. Regarding outside plant cabling:
 - 1. Inside the perimeter fencing Department unit maintenance staff should be contacted regarding utility lines and Department telecommunications for any buried network cable.
 - 2. In the event of damage to state property as a result of the Contractor's operations, the Contractor shall take immediate steps to notify the TDCJ-ITD and to subsequently repair or restore all Services to the satisfaction of the TDCJ-ITD.
 - 3. If the Contractor requires the assistance of non-Contractor resources to facilitate repairs, all costs involved in making repairs and restoring disrupted Services shall be borne by the Contractor, and the Contractor shall be fully responsible for all claims resulting from the damage.
 - 4. The TDCJ-ITD may elect to perform such repairs, and the Contractor shall reimburse the Department for the cost of such repairs, replacements, and non-Contractor resources.
 - 5. Upon approval from the TDCJ-ITD, the Contractor shall have the right to utilize air, water, gas, steam, electricity, and similar resources.
- M. The Contractor shall be responsible for replacing, restoring, or bringing to, at a minimum, original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks or other property, caused by the Contractor's personnel and operations, subject to final approval of the Department. The repairs shall be completed

by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.

C.7.4 Testing and Acceptance

- A. The Department shall approve the final system design and software database in writing prior to Go-Live Operations. The Contractor shall:
 - 1. Test the software database and all hardware and software components to ensure that each system feature and Service functions and is operational according to the Department's specifications and requirements; and
 - 2. Provide the Department with test results prior to implementation, as well as all system documentation and related manuals.
- B. The purpose of the acceptance test is to determine whether the ITS meets the technical and functional requirements outlined in the Contract. A system considered "acceptance test ready" is defined as a system that has completed a full system test with no known defects.
- C. The Contractor shall conduct an operational system test of the proposed system and certify, in writing, the system is ready for acceptance testing and performs in accordance with the requirements stated in the Contract. The Contractor shall ensure the system operates according to specifications before turning the system over to the Department. The Department personnel shall not debug modifications for the Contractor.
- D. The Department shall have 90 Working Days to test all aspects of the system to ensure it is functioning as specified. If any aspect of the system fails to function as specified, the Contractor shall be given five Working Days to correct the malfunction. The Department shall have another 10 Working Days to test and accept the system.
- E. If the Contractor fails to correct defects after a second five-Day period, the Department reserves the right to require replacement of the system.
- F. Acceptance testing shall not in any way relieve the Contractor of its responsibilities to correct any defect during the Contract Term.
- G. Prior to final acceptance by the Department, the Contractor shall have satisfactorily completed the training program for system administrators and staff as specified in **Section C.9, Training Requirements**.

C.8 STAFFING REQUIREMENTS

- A. The Contractor is responsible for all resources necessary to provide the Services included in this Contract. The Contractor shall:
 - 1. Provide an adequate level of staffing for the provision of the Services outlined herein and shall ensure that staff providing Services are appropriately trained, qualified, and licensed, if required; and
 - 2. Have direct oversight and be responsible for and monitor the performance of all Contractor staff performing Services under this Contract.

- B. The Contractor shall maintain a minimum of the below-listed staffing plan unless a reduction in that plan is mutually agreed to by the Contractor and the Department. In the event a position becomes vacant, the Contractor shall fill the vacant position within 60 Days as required by **Exhibit J.3, Contract Performance Measures**.
- C. The Contractor's staff shall coordinate with and maintain a good working relationship with Department staff and other Contractors working with the Department. Providing superior customer service to the Department is a priority; the Contractor shall respond within two Working Days required by **Exhibit J.3, Contract Performance Measures**.
- D. The Contractor shall meet with the Department on a regular basis, to include the following:
 - 1. Meetings shall provide a management-level review of the Contractor's operations, assessment of services, discussion and resolution of problems, and coordination of the activities of all parties concerned.
 - 2. Such meetings may be scheduled at a minimum of once every week to discuss contract issues and concerns, review Quality control plans, discuss Performance Measures, or exchange information between Department staff and the Contractor. Communications between parties shall be achieved via:
 - a. On-site meetings to be held at a mutually agreed upon location;
 - b. Conference and/or video calls;
 - c. Email; and/or
 - d. Written status reports provided to the Department by the Contractor.
- E. The Department shall provide security for the Contractor's employees and agents consistent with the security provided for Department staff at each unit.
- F. All staff assigned to provide Services under this Contract shall be subject to the background clearance process by the Department. The Contractor employees who have been previously terminated at any time by the Department may not be employed or provide Services under the Contract. The Department shall not employ criteria to approve or disapprove the selection of Contract employees that exposes the Contractor or the Department to civil or criminal liability under applicable federal or state civil rights laws including, but not limited to, those laws establishing or protecting employee rights.
- G. The Contractor's staff on-site shall adhere to the standards of conduct prescribed in law, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies, and procedures of the Department. The Contractor's staff shall be subject to and shall comply with all security regulations and procedures of the Department and the respective Site. Violation of regulations may result in the employee or individual being denied access to the Site. In this event, the Contractor shall provide alternate personnel to supply Services described herein, subject to Department approval.
- H. Throughout the Contract Term, the Contractor shall at a minimum:

1. Provide an experienced Program Director who is a single point-of-contact assigned to the project from the Service Commencement Date through implementation, acceptance, and Go-Live;
 2. Provide the number, job descriptions, and locations of dedicated staff offered to support this Contract;
 3. Provide qualified personnel to perform the Services required;
 4. Provide the Department written notice of placement and/or replacement of personnel or any plan to place and/or replace personnel;
 5. Remove and replace personnel assigned to this Contract at the request of the Department. The Department shall have the right at any time to request the removal of any of the Contractor's employees/subcontractors. The Contractor shall use all reasonable efforts to promptly replace such employee/subcontractor with a team member possessing skills, experience, and training that are equal to or exceed those of the position description;
 6. Ensure personnel follow laws, rules, regulations, standards, policies, and procedures. It is the Contractor's responsibility to ensure that all contract employees are familiar with Department regulations. Contractor standards of conduct, notification of background checks, relevant policies, and/or statutes are incorporated as references; and
 7. Provide criminal history information and information for employee background checks.
- I. Prior to the Kickoff Meeting, the Contractor shall provide to the Department a list of all Contractor employees involved in providing Services who at any time have ever been sentenced to any unit of the Department. Said list should include name, TDCJ Number, the nature of the offense, and the sentence. Prior approval shall be obtained before a former Inmate may enter any Department Site.
 - J. Any Contractor employee that has any relative, either blood or by marriage, within the second degree of affinity or consanguinity, that is or may become during the project, an Inmate at the unit where the work is to be performed shall notify the Department in writing prior to starting work, or immediately upon learning of the same.
 - K. The Contractor shall train all employees involved in the Contract against participating in any unapproved relationship or interaction conducted outside of official Department business with Inmates and/or the Inmates' families. The Contractor employees shall not bring anything to any Inmate, nor shall they carry anything out for any Inmate.
 - L. The Department reserves the right to ban any Contractor employee who fails to comply with any regulations from entering the property of the Department or otherwise performing any work in connection to this Contract.
 - M. The Contractor shall provide Services to the Department that are in compliance with all applicable local, state, and federal laws, rules and regulations now in effect or that become effective during the term hereof including, but not limited to: the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age of Discrimination in Employment Act; the Immigration Reform and Control Act of 1986; Code of Federal Regulations, Title 42, Part 2 (regarding

information about drug and alcohol abuse Inmates); Environmental Protection Department (EPA) Rules and Regulations; the Texas Code of Criminal Procedure; Texas Health and Safety Code, Chapters 85, 595, and 611; Texas Administrative Code, Title 25, Chapter 403, Subchapter K (regarding Inmate identifying information); the Americans with Disabilities Act of 1990; the Civil Rights Act of 1991; the Occupational Safety and Health Act (OSHA) of 1970; Texas Family Code, Section 231.006; Texas Government Code, Chapters 492-508, 783, 2254, 2259, and 2260; the Uniform Grant Management Standards (UGMS); any and all relevant federal and state financial cost principles and audit requirements; and any and all rules, policies, and procedures established from time to time by the Department and the Texas Board of Criminal Justice. When differences between applicable standards exist, the higher standard, as defined by Department, shall prevail.

- N. The Contractor is responsible for the conduct and behavior of all persons providing Services for this Contract (including consultants, independent contractors and their employees and agents) and shall ensure Department Policies are followed. Should a violation occur, the Contractor shall take corrective action acceptable to the Department. Regarding Department Policies:
1. The Contractor, in its performance of the Contract, shall comply with other Department policy statements contained in the Department Policies as they relate to this Contract. The Contractor shall not deviate in any material respect from applicable Department Policy statements in the provision of Services without the prior written approval of Department, which approval shall not be unreasonably withheld by Department.
 2. The Contractor and its employees/subcontractors shall adhere to the Department's Personnel Directives listed below and available on the Department's website <https://www.tdcj.texas.gov/divisions/hr/hr-policy/index.html> and any subsequent revisions thereafter, as follows:
 - a. PD-03, Employee ID Cards;
 - b. PD-04, Data Use and Non-Disclosure Agreement;
 - c. PD-17, Drug-Free Workplace;
 - d. PD-21, Anti-Discrimination;
 - e. PD-22, General Rules of Conduct and Disciplinary Action Guidelines for Employees;
 - f. PD-27, Employment Status Pending Resolution of Criminal Charges or Protective Orders;
 - g. PD-28, Dress and Grooming Standards;
 - h. PD-29, Sexual Misconduct with Inmates; and
 - i. PD-75, Applicants with Pending Criminal Charges or Prior Criminal Convictions.
 3. The Contractor's written request for deviations from Department Policies as they relate to this Contract shall originate from the Authorized Representative of the

Contractor and shall be made to the Department. The Contractor's written requests for deviation shall contain language which details the specific deviation with reference to the Department policy number, section, and paragraph, as well as the justification for such deviation. The Department may approve deviation requests, and the Contractor may not deviate from any Department Policies without the Department's written approval.

- O. Breach of either physical security or information security by any Contractor, employee or subcontractor shall require immediate removal of the employee or subcontractor from providing Services for this Contract. The Contractor shall:
 - 1. Immediately upon discovery of the breach of security, notify the Department of the breach and provide a written report within 24 hours to include, at a minimum, date, and time of the breach, how the breach occurred, name of offending parties, if known, extent of damage or potential damage, name of person conducting the investigation, and action(s) taken by the Contractor for remedy.
 - 2. Ensure all staff performing Services under this Contract complete the required Department security and data security training at intervals determined by the Department.
- P. The Contractor shall notify the Department within 24 hours of an employee's arrest.
- Q. The Department shall provide the Contractor written notification, within 24 hours of a failure to adhere to Department policy PD-22. Violations of PD-22 that involve a breach of corrections management security require immediate removal of the employee/subcontractor from the property of the Department. The Contractor shall be required to remove said employee/subcontractor from the project.
 - 1. In the case of violations of PD-22 that do not involve a breach of correctional management security, the Department may require the employee/subcontractor to cease all activity and vacate the property of the Department. At the Department's discretion, the Contractor may be required to remove said employee or subcontractor from the project.
 - 2. Upon request by the Department, the Contractor shall provide for replacement of an employee or subcontractor found to be in violation of PD-22. The Contractor shall use all reasonable efforts to promptly replace such employee/subcontractor with a team member possessing skills and training that are equal to or exceed those of the individual being replaced.
- R. The Contractor shall provide criminal history information for employee background checks. Contractor staff with access to confidential/security sensitive data shall be security cleared, to include the following:
 - 1. The Contractor shall not employ any person working directly on the Contract with a misdemeanor or felony conviction without prior written approval of Department. This includes any employee with a criminal history who is employed by Contractor at the time of award. The Contractor shall comply with PD-75 in determining eligibility for employment. The Contractor shall provide Department with a current list of all employees including position title and whether the employee has/had a felony conviction, at the beginning of the Contract, and upon each occurrence.

2. The Contractor agrees to provide a completed TDCJ Non-Employee Background Questionnaire for each of its current and future employees and subcontractors who work under the Contract in locations where the Department's data is stored and processed, in order that a Texas Crime Information Center/National Crime Information Center (TCIC/NCIC) criminal history check can be performed by the Department.
 3. A background investigation, to include a NCIC and TCIC records check, shall be conducted by the Department for each employee (including consultants, subcontractors, and their employees and agents who work on a routine basis on the Contract) prior to being assigned by the Contractor to perform work at a unit. Fingerprinting may be required as part of the investigation.
 4. The Contractor shall receive a written notification from the Department indicating pass status on the criminal history check prior to allowing the employee or subcontractor access to areas where the Department's data is stored or processed. The Contractor also agrees to ensure that no persons working for the Contractor or subcontractors who have not received TCIC/NCIC criminal history clearance from the Department shall be allowed in areas where the Department's data is stored or processed without an authorized Department escort.
 5. Replacement by Contractor of an employee or subcontractor performing under the Contract shall be at the discretion of Contractor, provided the replacement staff passes a TCIC/NCIC criminal history check by the Department.
- S. The Contractor shall assign a Program Director dedicated to the Contract full-time from contract award to implementation, acceptance and Go-Live. The Program Director shall be responsible for coordinating with Department staff the status of the entire project and be the single point of contact during project implementation and follow industry best practices for project management as defined in the Project Management Body of Knowledge (PMBOK).
- T. The Contractor shall assign a full-time Account Service Manager exclusively dedicated to this Contract. An alternate representative shall be assigned in the absence of the assigned Account Service Manager. The Account Service Manager shall have extensive management experience with emphasis in contract management of contracts of similar size and scope. The duties of the Account Service Manager shall include, at a minimum:
1. Overall performance of the Contract and general project management duties.
 2. Account management.
 3. Develop reports.
 4. Resolution of technical issues.
 5. Training.
 6. Attendance at on-site meetings.
 7. Promptly responding to Department communication.

- U. The Contractor shall provide full-time field repair, support representative, site technician and administration positions exclusively dedicated to the Contract, to include the following:
 - 1. Field repair/site technician positions shall be strategically located in proximity to the Department Sites and shall be directly responsible for providing preventative maintenance, making data entry input, changes and administration to the ITS, installation of cable and equipment, technical and administrative support and repairs as necessary, and general customer service and on-site assistance to the Department personnel to ensure customer satisfaction.
 - 2. Technicians and administration staff shall be available during ITS operational hours as well as after hours to repair and replace equipment, whichever time is most convenient for each Site.
- V. The Contractor shall provide full-time remote support representative positions exclusively dedicated to the Contract. Service Representatives shall be responsible for providing technical support as necessary, making data entry input, changes, and administration to the ITS, and general customer service to the Department staff. Regarding ITS administrators:
- W. The Contractor shall provide a minimum of one full-time on-site administrator position exclusively dedicated to this Contract for each Site designated on **Exhibit J.1, Site List**, and for regional offices and administrative locations. Regarding ITS administrators:
 - 1. The Department and the Contractor shall establish performance metrics required for ITS administrators.
 - 2. Administrators shall be responsible for meeting all required performance metrics necessary for the successful operation of the ITS for their area of assignment including, but not limited to, the enrollment of PBI, assignment of PIN, data entry input, and general customer service to the Inmate population and Department staff.
- X. The Contractor shall provide trainers dedicated to the training requirements of the Department. Trainers shall:
 - 1. Be available to train staff at any Department unit or administrative office at the discretion of the Department; and
 - 2. Ensure Department training material is updated and current.

C.9 TRAINING REQUIREMENTS

- A. The Contractor shall provide initial and periodic on-site training of officers, administrators, and investigators utilizing the system. The training shall be customized to meet the needs of different user levels (e.g., monitors, administrators, investigators, security threat group personnel). The Contractor shall provide training materials including manuals and DVDs, that shall be left at each site to facilitate training new personnel as needed. The Contractor shall refresh and update these training materials as new trainings are developed.

- B. The Contractor shall tailor training classes to the user's needs. The Department shall take reasonable steps to aggregate those who need similar training on a local level to optimize class size.
- C. The Contractor shall provide training throughout the Contract Term within 15 Days of each of the Department's requests for the training.
- D. The Contractor shall provide bilingual training shall be available when required.
- E. In the case of a system upgrade that involves procedural changes in the use and/or administration of the system, the Contractor shall provide additional on-site training for systems administrators and Inmates, as needed.

C.9.1 System Administrator Training

- A. The Contractor shall provide thorough live, hands-on instruction for all system administrators on the premises of each Site, with emphasis on all features and system design prior to system Go-Live.
- B. The Contractor shall provide either paper or electronic operational manuals.
- C. The Contractor shall conduct systems administrator training on the operation of the features, management, and utilization of the ITS, including the Digital Recording System.
- D. The Contractor shall provide training to Department staff at other locations including, but not limited to, regional offices, administrative locations, and Contractor monitor sites.
- E. Training shall include software programming as required for adding, deleting, or changing Inmate's PBIs, PINs, and PAN lists, blocking numbers from being called by Inmates, proper record keeping, monitoring, and trouble ticket reporting procedures.

C.9.2 Inmate Training

- A. The Contractor shall conduct Inmate training on the use of Inmate Tablets and how to place calls.
- B. The Contractor may utilize a video presentation that can be shown to a controlled group of Inmates or those unable to read or comprehend written literature.
- C. Training shall occur within a reasonably short period of time prior to Go-Live of the ITS at each Site.
- D. The Contractor shall make printed materials available in both English and Spanish.
- E. The Contractor will make training available in both English and Spanish, when required.

C.9.3 Post-System Initiation Training

- A. During the first five Days after Go-Live, the Contractor shall provide at least one trainer on-site for retraining and consultation in the use of equipment and procedures for both system administrators and Inmates.

- B. This trainer shall not be the support technician installing the system and shall have experience in conducting training classes.

C.9.4 Friends and Family Training

- A. The Contractor shall provide training to friends and family, both electronically on the Contractor-provided system portal, as well as via a 24X7 toll-free customer support telephone number.
- B. The Contractor shall provide an explanation of the telephone system usage, account management, Digital Mail, eMessages, Inmate Tablet functionality, and prices.
- C. The Contractor shall provide training materials available in both English and Spanish.

C.10 MAINTENANCE AND SUPPORT REQUIREMENTS

- A. Maintenance and support requirements apply to the entire ITS including, but not limited to, all infrastructure, equipment, component parts, software, and peripheral equipment. The Contractor is responsible for ensuring the following:
 - 1. Each Site's outgoing circuit bandwidth shall remain operational at all times as governed by **Exhibit J.3, Contract Performance Measures**.
 - 2. Each Site's ITS equipment shall remain operational at all times, as governed by **Exhibit J.3, Contract Performance Measures**.
 - 3. The ITS website shall remain accessible at all times except for periods when scheduled or emergency maintenance is being conducted.
 - 4. All workstations and workstation printers at all locations shall remain operational except for periods when scheduled or emergency maintenance is being conducted.
 - 5. All eMessaging CPUs, monitors, or printers/scanners shall remain operational, except for those periods where scheduled or emergency maintenance is being conducted.
- B. All newly installed ITS components shall have a full manufacturer warranty covering all parts, labor, and travel expenses.
- C. The Contractor shall provide new ITS workstation and printer components in year three of the Base Period and every third year thereafter through the duration of the Contract Term. All new equipment shall meet or exceed current Department standards for workstations and printers. At the end of the Contract Term, all workstations and peripheral/ancillary equipment in place shall be included in the transition to the next vendor.
- D. The Contractor shall ensure a complete system test is done automatically at least once every 24 hours. The Contractor shall describe in detail the specific systems being monitored, how they shall be tested, and how those results shall be reported and made available to the Department.
- E. The system software shall monitor the system, perform self-test diagnostics, and report back to the Contractor's help desk in real time. The Contractor shall describe in

detail the specific systems being monitored, how they shall be monitored, and how those results shall be reported to the Department. The Contractor shall ensure the following:

1. Detected errors shall be stored in memory for at least 72 hours and transferred to a digital storage medium that shall save the information in a reportable format.
 2. System software shall be designed to enable the rapid detection of faults in both hardware and software. Diagnostic testing shall include the ITS and all components to include the DRS and UPS. The Contractor shall describe in detail how that testing shall occur and how those results shall be reported and made available to the Department.
- F. The Contractor shall establish system redundancy and coordinate an approved system outage window for an annual failover test. The Contractor shall provide the Contract Monitor with adequate documentation of the test results within two weeks of test completion.

C.10.1 Changes and Upgrades

- A. The Contractor shall ensure that the ITS retains all system configuration parameters selected by the Department unless modified by or altered with prior approval from the Department.
- B. The Contractor shall promptly make available to the Department all manufacturer hardware, software, and other system components and version upgrades released by the manufacturer after implementation and installation of the ITS.
- C. Upgrades or version releases that alter the functionality of the Services may only be made after the Department is advised of changes in functionality and only after the changes have been incorporated into the Contractor-provided training curriculum and approved by the Department.
- D. Installation of expansion or upgrade to any component of the ITS shall not disrupt Services.
- E. The Contractor shall, prior to the release of a Service upgrade, provide release notes of the system via the system's online help and provide instructor-led retraining Webinars at the Department's request.
- F. Any changes in Service functionality must be reviewed and acknowledged by the Department's Contract Monitor prior to implementation. Any changes to this Contract must be approved according to **Section I.11, Contract Changes**.
- G. The Contractor staff shall be capable of adding, moving, or changing wall-mounted or pedestal telephones, as required, and shall meet the following requirements:
 1. The Contractor shall have written procedures for performing such functions, as well as authorization and audit trail features;
 2. The Contractor shall have 10 Working Days to complete the add, move, or change; and

3. The Contractor shall have five Working Days to inform the Department if additional time is required to complete the add, move, or change due to the need for additional circuits, equipment, or construction.
- H. The Contractor shall provide a solution for Service that has been discontinued or is no longer supported.

C.10.2 Support Requirements

- A. The Contractor shall respond to trouble tickets in a timely manner and provide Resolution according to the requirements stated in **Exhibit J.3, Contract Performance Measures**.
- B. The Contractor shall be responsible for the immediate replacement of all inoperative, damaged, or defective equipment. The Contractor shall include an automated return management system that ensures replacement equipment be received within five Working Days of the automated notification.
- C. The Contractor shall restore any system failure to full capacity within the Resolution Time required by **Exhibit J.3, Contract Performance Measures**.
- D. The Contractor shall supply a toll-free 24X7 dispatch telephone number, web access, and/or email address for placement of service calls.
- E. The Contractor shall be responsive to the Department's customer service needs, including those of Inmates and their friends and family members. The Contractor shall respond within two Working Days to all customer service requests.
- F. The Contractor Support representative who has been assigned the trouble ticket shall issue a trouble ticket number to the Department staff that placed the trouble ticket.
- G. Failure of the ITS to retain system programming parameters includes:
 1. Any equipment failure of the ITS;
 2. Any Inmate calls not being recorded as needed or as programmed due to a failure of the DRS; and
 3. Any eMessages or Digital Mail content not retained.

C.10.3 Inmate Trouble Tickets

- A. The Contractor shall provide a process for Inmates to submit reports of issues encountered with the ITS. This process shall include both an electronic and written process for creating and submitting Inmate Trouble Tickets (ITT) and shall not include any form created or provided by the Department.
- B. The Contractor shall create and provide electronic and pre-printed ITT, to be used as the primary reporting mechanism for questions or problems that Inmates may have with the ITS.
- C. The Contractor shall provide all equipment and consumables required for all aspects of both the electronic and written ITT process.

- D. The Contractor shall ensure that electronic versions of the ITT shall be available for completion and submission on an Inmate Tablet.
- E. The Contractor shall provide an adequate supply of pre-printed ITTs to each location where the ITS is operational.
- F. The Contractor shall provide their Contractor staff with all equipment and supplies, including network connectivity, necessary to receive and respond to all ITT.
- G. The Contractor shall ensure all ITTs are resolved within seven Days.

C.11 COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, POLICIES, PROCEDURES, AND LAWS

- A. The Contractor shall be required to comply with all requirements of the Texas Government Code including, but not limited to, Section 495.027, but excluding any code conflicting with FCC rulings, related to the operation of an Inmate Telephone System, as well as any updates to that code that may occur during the Contract Term.
- B. The Contractor shall be required to comply with all aspects of the Martha Wright-Reed Just and Reasonable Communications Act (MW-RJFCA).
- C. The Contractor shall be responsible for following all applicable federal and state laws and the Department's security policy referenced in **Section C.11.1, Information Security Requirements**.
- D. The Contractor shall comply with the requirements of the Americans with Disabilities Act (ADA) and all relevant federal, state, and local laws governing accessibility. For the sake of clarity, this requires the Contractor to make all reasonable accommodations required by law in all aspects of the Contractor's performance under this Contract. The Contractor shall make accommodations for both Inmates and Inmates' friends and family.
- E. The Contractor shall be responsible for complying with 47 CFR 64.6040 and all federal regulations regarding communication access for incarcerated people with disabilities.
- F. The Contractor shall be appropriately registered with the FCC and provide FCC registration information to the Department.
- G. The Contractor shall comply with Exhibit J.7, Electronic Information Resource Accessibility Requirements.

C.11.1 Information Security Requirements

- A. The Contractor is responsible for following all federal and state laws as well as the Information Resources Security Program (IRSP), the Department's security policy based on NIST 800-53.
- B. If applicable, cloud services must be Texas Risk and Authorization Management Program (TX-RAMP) certified. The Department shall determine applicability based on the data classification and impact level of the information resource and in consultation with the Department of Information Resources. TX-RAMP Program Manual can be found at <https://dir.texas.gov/resource-library-item/texas-risk-and-authorization-management-program-manual>.

- C. All Contractor staff, including any subcontractors, must complete the Department's Cybersecurity Training Course if they require access to Department systems or data.
- D. All Contractor staff, including any subcontractors with access to Department systems, data, or proprietary information, must agree to and sign the TDCJ EMPL3 form, Data Use and Non-Disclosure Agreement.
- E. All Deliverables within this Contract are subject to security vulnerability scanning by the Department's Office of the Chief Information Security Officer (OCISO). Any vulnerabilities found must be corrected on a schedule based on the criticality of the vulnerability.
- F. The Department shall perform security penetration testing of the ITS as the Department deems necessary. Any shortcomings identified through the security penetration testing shall be resolved within 30 Days of the results being submitted in writing to the Contractor.
- G. The Contractor shall furnish a recent independent report from a certified contractor for network and program security, noting that no vulnerabilities were found for all components of the ITS.
- H. Each version of any mobile application or public-facing website that stores or processes confidential or sensitive information must undergo a security penetration test before going live. Any shortcomings identified during the testing must be resolved before the version goes live.
- I. The Contractor shall notify the Department within 24 hours of any supply chain compromises.
- J. The Contractor shall notify the Department's OCISO of a security incident including, but not limited to, cybersecurity breaches or suspected cybersecurity breaches, within six hours of discovery as required by **Exhibit J.3, Contract Performance Measures**.
- K. The Contractor shall resolve a security incident within 30 hours as required by **Exhibit J.3, Contract Performance Measures**.
- L. At the request of the Department, the Contractor shall submit the results of any assessments or audits for the purpose of continuously monitoring the Contractor.
- M. The Contractor shall provide secure Internet Protocol (IP) communications by authenticating and encrypting each IP packet of a communication session for all components of the ITS.
- N. The Contractor shall provide firmware updates, application updates, and security testing for all components of the ITS.
- O. The Contractor shall promptly install all relevant security patches and anti-virus updates on the ITS network.
- P. The Contractor shall ensure all Department data, information, or records shall be encrypted in transit and at rest according to the Department's IRSP and security policy based on NIST 800-53.

- Q. The Contractor shall dispose of any Department data, documentation, tools, or system components using established and approved techniques and methods based on the level of confidentiality.
- R. The Contractor shall disclose any Artificial Intelligence (AI) used in any component of the ITS and receive written approval from the Department prior to any AI use. The Contractor shall ensure it follows Department Policies and procedures regarding the use of AI at all times.

C.11.2 Data Management Requirements

A. Data Ownership

All data produced, created, collected, obtained, maintained, recorded, retained, uploaded, stored, or archived as a part of the ITS shall be the property of the Department, unless exclusively specified by the Department.

B. Data Usage

1. All information and databases associated with the ITS are the property of the Department and shall not be given, sold, or used for any other purpose outside of the ITS without express written consent from the Department. Upon termination of the Contract, data shall remain with or be transferred to the Department.
2. Department information, data, and information resources should only be used for the purposes of the ITS.
3. Third-party data usage is prohibited unless authorized by the Department Executive Director or designee, the Data Management Office, and the Office of the Chief Information Security Officer.

C. Data Disclosure

1. The Contractor shall not disclose Department data or content or any information about the Department except as compelled by a court or administrative body or required by any law or regulation.
2. The Contractor shall give notice to the Department within 24 hours if any disclosure request is received for Department data or content, so the Department may file an objection with the court or administrative body.
3. The Contractor has no authority to respond to public information requests.

D. Data Classification/Record Retention

1. In accordance with Texas Government Code 2054.161, all data produced from or used in the ITS shall be available for classification as determined appropriate for data security and applicable retention requirements under Texas Government Code Sections 441.185 and 441.187 for each classification.
2. The Contractor shall maintain and dispose of data, information, and records in accordance with the retention requirements specified by the Department and using established and approved techniques and methods based on the level of confidentiality.

E. Data Protection/Data Privacy

The Contractor shall ensure the protection and privacy of Department information, data, and information systems by:

1. Implementing security controls based on the classification of the data, as determined by the Department, that are proportionate with the Department's risk under this Contract based on the sensitivity and confidentiality of the data;
2. Adhering to privacy requirements and regulations for confidential, sensitive, and regulated data to include:
 - a. Personal Identifying information (PII) or Sensitive Personal information (SPI) as defined in the Texas Business and Commerce Code 521.002(a)(1) and 521.002(a)(2).
 - b. Student education data as defined under the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 9.
 - c. Federal Tax Information (FTI), Federal Insurance Contributions Act (FICA), tax information per Internal Revenue Services (IRS) Publication 1075 (IRS-1075).
 - d. Payment card information data as defined in the Payment Card Industry Data Security Standard (PCI DSS) v2.0.
 - e. Public Health Information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR Parts 164.
 - f. CJIS Information as defined under Code of Criminal Procedure, Title 1, Chapter 66, Subchapter A and ensure that all components of, and data used or created as a part of, the ITS is CJIS compliant.
 - g. Biometric identifiers, global positioning system technology, or individual contact tracing defined under Biometric Standards by National Science and Technology Council (NSTC), National Institute of Standards and Technology (NIST) and American National Standards Institute (ANSI) and Texas Government Code, Chapter 560.001, 560.002, 2062.001, 2062.002.
 - h. Biometric authentication requirements in NIST SP 800-63-3-Digital Identity Guidelines.
3. If applicable, comply with all applicable federal, state, and local and European privacy laws and practices to include General Data Protection Regulation (GDPR).

F. Data Quality

The Contractor shall incorporate data quality management by:

1. Ensuring that data is sufficiently reliable and consistent for each use case.
2. Verifying that both existing and new data meets data Quality standards.
3. Setting up data management processes that block low quality data from entering the system and ensuring data meets basic data check rules.

4. Ensuring data accuracy and data quality are consistent across the system.
5. Supporting structured data (i.e., data that represents well in tabular format, unstructured data documents, images, and videos), and semi-structured data that combines the preceding two types. If the data format is audio or video, the data must be maintained, retained, and accessible at the same audio/video quality at which it was recorded.
6. Providing reports for data quality standards to include identifying key information and missing, incomplete, and duplicate records, for testing and validation purposes, if requested by the Department.

G. Availability of Data

1. Data, information, and records should be available from the Contractor as specified by the Department (e.g., real-time, batch, and archived).
2. The Department reserves the right to request data, information, or records from the Contractor at no cost to the Department.
3. The Contractor shall provide requested data, information, or records at no cost to the Department. The data shall be provided to the Department via a secure method.

H. Data Architecture

At any time, including during the design phase, if requested by the Department, the Contractor shall provide:

1. A data architecture design document that describes the Department's data assets and provides a blueprint for creating and managing data flows, entry points, interfaces, and environment names;
2. A data management plan that includes technical details, such as operational databases, data lakes, data warehouses, and servers best suited to implement the data management strategy; and
3. Data models (conceptual and logical).

I. Data Storage

If the ITS utilizes Cloud Computing Services, as defined by the Texas Government Code Section 2054.0593(a), the Contractor shall:

1. Disclose the name of the cloud service provider and the location(s) of the data centers used to store data, information, and records; and
2. Not store data, information, or records outside the Continental United States or Hawaii.

J. Disaster Recovery

The Contractor shall:

1. Replicate data across mirrored databases to ensure high availability.

2. Ensure there is a scheduled data backup frequency based on its criticality and how often it changes.
3. Plan and test a disaster recovery strategy to ensure data can be quickly restored after a data loss incident.
4. Identify the frequency of disaster recovery exercises and provide copies of the subsequent reports.
5. Ensure that disaster recovery audits are performed and that copies of those audits are provided to the Department.

K. Data Sharing

External information systems are not permitted to the internal network without the appropriate monitoring and/or approval by the Department in accordance with an accompanying Memorandum of Understanding (MOU) and/or, Interconnection Security Agreement (ISA), if applicable.

L. Data Transition

Upon Contract termination, the Contractor shall transfer all data, information, and records to the Department via a method specified by the Department. Data to be transferred includes all Department property contained, controlled, collected, gathered, or stored by the Contractor related to the ITS. Said information shall be provided to the Department within 30 Days of Contract termination.

- M. The Contractor shall implement and maintain appropriate technical and organizational measures to ensure the security of eMessaging/Digital Mail records provided to released Inmates. Such measures shall include, but are not limited to, encryption, secure authentication protocols, and regular security audits. The Contractor shall notify the Department of any data breaches or unauthorized access to eMessaging/Digital Mail records within six hours of discovery.

C.12 USED AND USEFUL

The Contractor may offer additional Services or products related to the Inmate Telephone System they deem used or useful, as defined by the FCC. The Contractor shall include any suggested implementation dates and contractual obligations of the Contractor and the Department related to such Services or products.

C.13 ADDED VALUE

The Contractor may offer additional Services or products related to Inmate Tablets and include any suggested implementation dates and contractual obligations of the Contractor and the Department related to such Services or products.

SECTION D – DELIVERABLES AND REPORTS

D.1 DELIVERABLES

- A. The Contractor shall provide Deliverables for each Site. Each Site shall have their separate Deliverables listed on **Exhibit J.5, Deliverables and Delivery Schedule**.
- B. The Contractor shall adhere to industry standards for Project Management Best Practice Processes, as identified by the Project Management Institute (PMI) and published in the Project Management Body of Knowledge Guide (PMBOK® Guide), in order to ensure timely Deliverables of high quality. The Department expects efficient operations throughout the overall engagement, including documentation, coordination, communication, and collaboration.

D.1.1 Deliverable 1 – Planning and Design

- A. Kickoff Meeting: The Department and the Contractor shall conduct a formal meeting and walk-through during which they shall define the Contractor's responsibilities, safety regulations, work schedule, escort scheduling, and where the Contractor will be temporarily storing their materials and tools.
- B. All information requested shall be delivered within 10 Working Days after the Kickoff Meeting.
- C. System Design: The Contractor shall provide a complete understanding of network design and include data specification sheets on all accepted hardware. This includes the power requirements for any equipment to be installed as a part of the ITS.
- D. Security Plan: The Contractor shall provide a detailed plan outlining how the ITS shall be secured, including the ITS system hardware, software, database, DRS, Digital Mail, eMessaging, Inmate Tablet and all applications, system accounts (Inmate, friends and family, and attorney), and controlled access features.
- E. Staffing Plan: The Contractor shall provide a complete staffing plan in accordance with the requirements outlined in **Section C.8, Staffing Requirements**.
- F. Stakeholder Register: The Contractor shall be responsible for maintaining a stakeholder register in accordance with industry best practice in a location easily accessible by the Department as required.
- G. Issue Log: The Contractor shall be responsible for providing, updating, and maintaining an issue log for all aspects of the ITS project. This log shall be stored in a location that can be accessed and updated by the Contractor and the Department as necessary.
- H. Risk Log: The Contractor shall be responsible for tracking all risks associated with the ITS project as well as providing, updating, and maintaining an issue log for the duration of the project. This log shall be stored in a location that can be accessed and updated by the Contractor and the Department as necessary.
- I. The Contractor shall provide a written implementation plan as described in **Section C.7.1, Implementation Plan**.

- J. The Contractor shall provide a written transition plan that includes a projected time frame schedule and a detailed plan on how the system shall be transitioned from the previous Vendor to the awarded Contractor.
- K. Initial shipment of materials and equipment.
- L. Acceptance Criteria: The Design Document, System Design, Security Plan, Staffing Plan, Stakeholder Register, Issue Log, Risk Log, and Implementation Plan shall be delivered to the Department PM in the following format, unless otherwise stated:
 - 1. One hardcopy in a 3-ring binder; and
 - 2. One electronic softcopy sent via encrypted email.

D.1.2 Deliverable 2 – Cabling and Network Equipment Installation

- A. The Contractor shall install all Cat5e/Cat6e cabling in its designated area. All cabling shall follow the guidelines outlined in **Section C.7.3, System Cabling**.
- B. The Contractor shall install all network equipment, storage equipment, workstations, server racks, and cabinets in their designated area. All equipment shall be grounded and connected properly as per the manufacturer's guidelines.
- C. Acceptance Criteria: Itemized Microsoft Excel spreadsheet listing of all hardware, network equipment, and physical locations. A successful signal strength test. All information requested shall be delivered to the Department PM in the following format unless otherwise stated:

One electronic Microsoft Excel spreadsheet softcopy.

D.1.3 Deliverable 3 – As-Built Drawings

As-Built Drawings are to include, but are not limited to, the following:

- A. All drawings shall be drawn to scale and detail racks, enclosures, and/or field devices. All devices shall be shown.
- B. All drawings generated for this project shall be created utilizing AutoCAD LT 2010 or newer. Drawings shall be submitted on a minimum paper size of 21 inches by 15 inches ("C" size).
- C. Drawings shall be provided for each field device detailing wiring and mounting instructions.
- D. Point-to-point wiring data shall be provided, utilizing a combination of AutoCAD generated drawings. The drawings shall indicate the wiring components and all connections to be made.
- E. Drawings of equipment cabinet(s) or racks shall detail the arrangement of all components installed.
- F. The Contractor shall provide power distribution and power loading detail drawings.

- G. The Contractor shall provide wiring diagrams detailing wiring for power, signal and control and identify the labeling scheme to be used for all cabling, headend termination equipment, and communication outlets.
- H. For all equipment connected to the system, the Contractor shall provide a master list Microsoft Excel spreadsheet with the following information: description, make, model, serial number, MAC address, IP address, physical location, server IP address, network switch IP address, and network switch port.
- I. All As-Built Drawings shall become the property of the Department, and the Department retains the rights to modify and copy all material as needed.
- J. Acceptance Criteria: All approved As-Built Drawings, master list of equipment, and information requested shall be delivered to Department PM in the following format:
 - 1. Three hardcopies in a 3-ring binder; and
 - 2. One electronic softcopy sent via encrypted email.

D.1.4 Deliverable 4 – Installation, Programming and System Setup

- A. Inmate Enrollment: The Contractor shall be responsible for enrolling all Inmates into the system as described in **Section C.3.4, Account Requirements**.
- B. The Contractor shall be responsible for a system for registration of potential friends, family, and attorneys as described in **Section C.3.4, Account Requirements**.
- C. The Contractor shall be responsible for setting up the DMPC as described in **Section C.3.6, Digital Mail and eMessaging Requirements**.
- D. Acceptance Criteria: Itemized list of all hardware, network equipment, and physical locations. All information requested shall be delivered to the Department PM in the following format unless otherwise stated:

One electronic softcopy

D.1.5 Deliverable 5 – Training

- A. The Contractor shall be responsible for providing training as described in **Section C.9, Training Requirements**.
- B. Acceptance Criteria: Completion of on-site training as described in **Section C.9, Training Requirements**, and delivering one electronic copy in Microsoft Word document format of all training materials and manuals to the Department.

D.1.6 Deliverable 6 – Project Completion, Final Inspection, and Final Project Acceptance

- A. Project completion for each Site shall occur once all Deliverables for that Site have been received and approved by the Department, and all acceptance criteria **Section C, Description/Specifications/Work Statement and Section D, Required Documents from Contractor, and Exhibit J.5, Deliverables and Delivery Schedule**, have been satisfactorily completed. The Department shall decide if any critical outstanding issues must be resolved before closing the project.

- B. Upon successful testing of the system, the Contractor shall perform a thorough inspection to ensure the system is installed and operational as required by this Contract's specifications. Once the Contractor has determined the system is complete, the Contractor shall submit a notice of substantial completion to the Department PM requesting a formal review of the system. Upon review by the Department PM shall submit to the Contractor in writing the approval or a list of items for correction. The Contractor shall have 15 Working Days to resolve any and all system discrepancies noted therein.
- C. Upon completion of all corrective actions to repair all discrepancies noted or after 30 Days have elapsed since receipt of said document, the Department shall perform a system acceptance inspection to verify all system discrepancies have been resolved. A certificate of final system acceptance shall then be executed by both parties confirming successful completion of the project.
- D. The Contractor shall provide all required close-out documentation including, but not limited, to the following documents:
 - 1. Successful transition from the previous system's Vendor to the Contractor;
 - 2. Written notice of substantial completion;
 - 3. Certificates of final system acceptance; and
 - 4. Manufacturer warranty transfer documents to the Department.

D.1.7 Other System-Wide Documentation

- A. The Contractor shall submit revenue data to the Department by the 20th Day of the month following the month for which the revenue is collected, as required in **Section C.4.9, Revenue Requirements**.
- B. The Contractor shall outline the process to replace any Inmate Telephone that has failed to maintain operational status in keeping with the requirements of this Contract, as required in **Section C.4.2.C, Inmate Telephone Service Technical Requirements**.
- C. The Contractor shall provide a copy of their annual disaster recovery report and describe in detail any disaster recovery plan in place that would provide for the recovery of data in the event of system failure, a catastrophic event, a natural disaster, or other event that causes loss of the system or data. In the event of a database or central processor failure, all components of the ITS shall retain all capabilities, restrictions, validations, and system integrity. The plan shall provide reports illustrating that the ITS shall be restored to the exact configuration and restrictions as prior to system failure, including restoration of all records.
- D. The Contractor shall submit to the Department a Quality control plan for monitoring and assessing the success of Services. The plan shall include criteria that define acceptable or unacceptable performance based on industry standards. The Contractor shall ensure that outcome measures indicate results achieved. The Contractor shall submit reports, in a format approved by the Department, which indicate the Contractor's performance.

- E. The Contractor shall have written procedures for performing adds, updates, and deletions in the ITS, as well as authorization and audit trail features, as required in **Section C.3.3.G, Administration and Controlled Access.**
- F. The Contractor shall provide to the Department a monthly report on the disposed mail, as required in **Section C.3.6.A.5, Digital Mail and eMessaging Requirements.**
- G. The Contractor shall outline the process to replace any Inmate Tablet, as required in **Section C.5.3.F, Inmate Tablet Inventory and Tracking Requirements.**
- H. The Contractor shall establish a method to record all issuances of Inmate Tablets, as required in **Section C.5.3.B, Inmate Tablet Inventory and Tracking Requirements.**
- I. The Contractor shall provide a monthly report to the Department on the issuances of Inmate Tablets, as required in **Section C.5.3.B, Inmate Tablet Inventory and Tracking Requirements.**
- J. The Contractor shall have a method for auditing the inventory of Inmate Tablets and providing the results to the Department, as required in **Section C.5.3.E, Inmate Tablet Inventory and Tracking Requirements.**
- K. The Contractor shall describe in detail the specific systems being monitored in the complete system test, how they shall be tested, and how those results shall be reported and made available to the Department, as required in **Section C.10.D, Maintenance and Support Requirements.**
- L. The Contractor shall provide all required reports and Deliverables as required in **Section C.5.6, Additional Contractor Staff for Application and Workflow Development.**
- M. The Contractor shall describe in detail how fault detection testing will occur and how those results will be reported and made available to the Department, as required in **Section C.10.G, Maintenance and Support Requirements.**
- N. The Contractor shall provide the Contract Monitor with adequate documentation of the annual failover test results within two weeks of test completion, as required in **Section C.10.H, Maintenance and Support Requirements.**
- O. The Contractor shall have written procedures for adding, moving, or changing wall-mounted or pedestal telephones, as well as authorization and audit trail features, as required in **Section C.10.1.G, Changes and Upgrades.**
- P. The Contractor shall provide written ITT procedures, as required in **Section C.10.3.A, Inmate Trouble Tickets.**
- Q. The Contractor shall maintain documents regarding billing procedures and statements, rate structures, and service metering as required by **Section B.1.2, Pricing Instructions.**
- R. The Contractor shall outline a PAN approval process as described in **Section C.4.1.B.4, Inmate Telephone Service Functional Requirements.**
- S. The Contractor shall describe system monitoring in detail, as required in **Section C.10.E, Maintenance and Support Requirements.**

D.2 CONTRACT ADMINISTRATION DOCUMENTS

The Contractor shall submit the listed documents/reports during the Contract Term. These documents/reports may be revised, or additional documents/reports may be required, at the Department's discretion.

Table 1 - Contract Administration Documents

SEND TO	DUE DATE	DOCUMENT/REPORT	AUTHORITY
MONTHLY			
Contract Specialist	By the 5th of the following month	Subcontracting Plan Prime Contractor Progress Assessment Report	Contract Section H.2.J.2
QUARTERLY			
Contract Specialist	Each Quarter	Report listing litigation	Solicitation Section K.3.6.E
ANNUALLY			
Contract Specialist	Prior to Service Commencement and within 30 Days of effective date upon renewal or replacement	Insurance Certificates and Policies	Contract Section H.1.C
Contract Specialist	Within 120 Days after the end of the Contractor's fiscal year.	Annual Financial Disclosure Reports	Contract Section G.5
OTHER			
Contract Specialist	Each instance	Copy of each subcontract	Contract Sections H.2.A and H.2.C

SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- A. The Department and other government regulatory agencies have the right to inspect and test all Services and Deliverables called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's performance of Services. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the Contract price, all reasonable assistance for the safe and convenient performance of these duties.
- B. The Department has the right, subject to limitations provided by law with respect to rights of privacy, from time to time to reasonably prompt access and to examine all records of the Contractor related specifically to this Contract, including without limitation, all financial books and records, employee records (including time and attendance records), and any and all records and documents generated by the Contractor and its subcontractors in connection with performance of this Contract.
- C. If subject to the outcome of an audit or inspection, it is determined that the Contractor is in non-compliance with any provisions of this Contract, and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized.
 - 1. If any of the Services are non-compliant with the Contract requirements, as identified by the Department, the Contractor shall be notified with the notice describing the specific areas of non-compliance excluding identified Compliance Standards and their Resolution Times. The Contractor shall have a 20-Day period to file a written response detailing corrective action(s) taken to address all items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action.
 - 2. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken. Any areas of non-compliance shall be corrected within 20 Days or by the date of the Department approved extension.
 - 3. If any of the Services are non-compliant with this Contract's requirements, as identified by a government regulatory agency, the Contractor must resolve all items identified as non-compliant by the deadline established by the agency.

E.2 INSPECTION BY STATE EMPLOYEES

- A. The Contractor shall provide and maintain an inspection system, acceptable to the Department, covering the work called for by this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Department during Contract performance, and for as long afterwards as the Contract requires (**Section H.5, Books and Records**).
- B. The Contractor shall allow at all times employees/agents of the TBCJ, the Department, the Governor, members of the Legislature, and all other members of the Executive and Judicial Departments of the State, as well as any other persons designated by the Department, to monitor the delivery of Services.

E.3 MONITORING CRITERIA

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

E.4 AUDITS BY OTHER AGENCIES

- A. Upon receipt of audits or monitoring reports pertaining to the provision of Services under this Contract that are conducted by agencies or entities other than the Department, the Contractor shall provide copies thereof to the Department within 30 Days.
- B. The Contractor shall provide to the Department copies of responses to audits and/or monitoring reports within seven Days of issuance. Audits or monitoring reports may include allegations or complaints involving Services, or the Contractor and its employees (including consultants, independent contractors and their employees, agents, and volunteer workers).
- C. The Contractor is to retain all original audits and monitoring reports that are conducted by other agencies. These records shall be maintained in accordance with the Texas Government Code Section 441.1855. If those records are still in their retention period at the termination of this Contract all originals must be physically transferred to the Department.

E.5 FRAUD, WASTE, OR ABUSE

- A. In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance or nonfeasance, in the obligation, expenditure, receipt or use of State funds.
- B. If there is a reasonable cause to believe that fraud, waste, or abuse has occurred at the Department, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at <https://sao.texas.gov>. It can also be reported to the TBCJ Office of the Inspector General at 1-866-372-8329, the TBCJ Office of the Independent Auditor at 936-437-7100, or Crime Stoppers at 1-800-832-8477.

SECTION F – DELIVERIES OR PERFORMANCE**F.1 CONTRACT TERM**

The Contract Term will consist of a seven-year Base Period beginning upon signature of both parties. The Contract may be renewed per **Section F.2, Option to Renew this Contract**, for three consecutive two-year Options Periods.

F.2 OPTION TO RENEW THIS CONTRACT

- A. The Department may, upon approval of the TBCJ, issue a unilateral modification to renew this Contract for the Option Period(s), provided the Department gives the Contractor a preliminary written notice of its intent to renew at least 60 Days before this Contract expires.
- B. If a preliminary written notice has not been provided to the Contractor at least 60 Days before this Contract expires, a modification to renew this Contract for the Option Period(s) may be mutually agreed to by both parties and executed in writing with the authorized signatures.
- C. The preliminary notice does not commit the Department to the renewal period(s).
- D. If the Department exercises this option, the renewal shall include this option provision.
- E. The Department may exercise its option to renew Services for a potential Contract duration of 13 years.

F.3 OPTION TO EXTEND SERVICES

- A. The Department may require continued performance of any Services within the limits and at the rates specified in this Contract for the purpose of re-advertising the Services, awarding a new contract, or transitioning to a new contract.
- B. The Department may, upon approval of the TBCJ, exercise this extension of Services for a maximum of one year.
- C. Any extension made pursuant to this Section shall comply with the General Appropriations Act applicable to the Base Period of this Contract.

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

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

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

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

G.2.2 Contract Specialist

- A. The Contract Specialist for administration of this Contract is to be determined.
- B. The telephone number for the Contract Specialist is to be determined.
- C. The email address for the Contract Specialist is to be determined.
- D. The Contract Specialist is responsible for general administration of this Contract, negotiation of any changes, and final issuance of written changes/modifications to this Contract. All requests by the Contractor to modify this Contract shall be made in writing to the Contract Specialist with a copy submitted to the Contract Monitor.

G.2.3 Contract Monitor

- A. The Department's Contract Monitor is not authorized to make any representations or commitments of any kind on behalf of the Department's Authorized Representative as described in **Section G.2.1, Authorized Representative**.
- B. The Contract Monitor does not have the authority to alter the Contractor's obligations or to change specifications, cost(s), terms, or conditions.
- C. If, as a result of technical discussions, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director of the Department.

G.2.4 Department Project Manager

- A. The Department Project Manager (PM) is not authorized to make any representations or commitments of any kind on behalf of the Department's Authorized Representative as described in **Section G.2.1, Authorized Representative**.
- B. The Department PM does not have the authority to alter the Contractor's obligations or to change specifications, terms, or conditions.
- C. If, as a result of technical discussion, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director of the Department.

G.2.5 Program Director

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

G.3 RESERVED FOR FUTURE USE**G.4 REMITTANCES**

- A. The Contractor shall remit to the Department all payments for the previous month by the 20th of the following month. It is recommended that the Contractor remit any payments via Electronic Funds Transfer (EFT), also known as direct deposit to:

Texas Department of Criminal Justice
Cashier Services
PO Box 4015
Huntsville, TX 77342
- B. Any amount owed to the State more than one Working Day beyond the date such amount is due shall accrue interest each Day at the rate of 1% plus the prime rate as published in the Wall Street Journal on the first Day of July that does not fall on a Saturday or Sunday.
- C. The Contractor will review the revenue data with the Department each month.

G.4.1 Invoicing for Unacceptable Compliance Standards

- A. The Department may elect to issue an invoice to the Contractor for money due to the Department as specified in Section C, Description/Specifications/Work Statement, Exhibit J.3, Contract Performance Measures or Section E.1, Inspection of Services.
- B. The Contractor shall pay the invoiced amount within 30 days of receipt, unless the Contractor and the Department mutually agree on an alternative payment arrangement.

G.5 ANNUAL FINANCIAL DISCLOSURE REPORTS

- A. The Contractor shall have an annual audit performed by an independent Certified Public Accountant (CPA) and submit to the Contract Specialist the financial reports prepared according to Generally Accepted Accounting Principles and Auditing Standards (GAAP and GAAS) within 120 Days after the end of the Contractor's fiscal year.
- B. In the disclosure of its financial affairs, the Contractor agrees to allow the Department or its representative(s) access to all its corporate books, to cooperate in any audits thereof, and to provide the Department's Contract Specialist with 1 and 2 below:
 - 1. Consolidated financial statements such as are required by GAAP and GAAS of the Contractor and its affiliates for such year, setting forth in each case in comparative form, the corresponding figures for the preceding fiscal year, all in reasonable detail and certified by independent CPAs of recognized standing to the effect that said financial statements fairly present, except as specifically stated, the consolidated financial position and result of operations of the Contractor and its affiliates as of the end of the year for the year involved, and a statement signed by a senior accounting or financial officer of the Contractor that such officer has no knowledge, except as specifically stated, of the occurrence and continuance of an Event of Default or event which, with the time or the giving of notice or both, would constitute an Event of Default (as defined in **Section I.2.1, Default by the Contractor**) or, if such circumstance does exist, specifying the nature and extent thereof and the actions proposed to cure same; and
 - 2. Copies of any "management letters" (as that term is understood pursuant to GAAP and GAAS) received by the Contractor following any such audits.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE REQUIREMENTS

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

5. **Commercial Crime Insurance** to cover losses from Employee Dishonesty with a minimum limit of \$1,000,000 each occurrence endorsed to cover third party property. The Department must be a joint loss payee.
 6. **Cybersecurity Insurance.** The Contractor shall maintain Cybersecurity Insurance with a minimum limit of \$10,000,000.00, covering liabilities arising from data breaches, unauthorized access, theft, disclosure, or misuse of personal or confidential information. The policy shall also prohibit any disclosure or sharing of information that would conflict with this Contract's confidentiality, data handling, or security requirements or any applicable state law.
- E. If the insurance described above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than 60 months following completion of this Contract and acceptance by the Department. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.

H.1.1 Required Provisions

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

- A. Name the Department and its officers, employees, and elected representatives as additional insured to all applicable coverages, except Workers' Compensation and Professional Liability.
- B. Waive subrogation against the Department, its officers, employees, and elected representatives for bodily injury (including death), property damage or any other loss, to all applicable coverages.
- C. Provide that the Contractor's insurance is the primary insurance regarding the Department, its officers, employees, and elected representatives.
- D. Provide that all provisions of this Contract concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- E. Ensure that all certificates of insurance identify the service or product being provided and the name of the responsible party.
- F. The Contractor, through an insurance agent licensed by the State of Texas, shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this State shall provide such coverage. No "self-insurance" coverage shall be acceptable.
- G. All insurance coverage obtained by the Contractor shall continue in full force and effect during the Contract Term. No contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the Service Commencement Date.

- H. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed 5% of the required yearly aggregate limit of coverage.
- I. The Contractor is responsible for the first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
- J. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.
- K. With respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

H.2 SUBCONTRACTORS

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

subcontractor shall “stand in the shoes” of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Department under the Master Contract.

3. The Department’s approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.
4. The Department shall be deemed a “third party beneficiary” to the subcontract.

I. Insurance

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

- J. The Contractor shall make a good faith effort to award subcontracts in accordance with Texas Government Code, Sections 2161.181 and 2161.252(b), and Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285. The Respondent shall submit a **Subcontracting Plan (Exhibit J.2)** as part of the Response. A Subcontracting Plan is required even if the Contractor will not subcontract any of the Services.
1. The Contractor shall seek written approval from the Department prior to making any modifications to its Subcontracting Plan.
 2. The **Prime Contractor Progress Assessment Report (PAR) (Exhibit J.2)** shall be submitted to the Contract Specialist listed in **Section G.2.2, Contract Specialist**, by the fifth Day of the following month, regardless if subcontractors are not utilized or there is no subcontracting.
 3. If subcontractors are utilized, corresponding invoices must be attached to the PAR to validate the amount paid to the subcontractor(s) for that period.
 4. During the Contract Term, the Department shall monitor the Contractor’s subcontracting activity by reviewing the PAR to determine if it complies with the Subcontracting Plan.
 5. The PAR shall be a condition for payment of the prime Contractor’s invoice.

H.3 CRIMINAL HISTORY INFORMATION COMPLIANCE

The parties hereto acknowledge and agree that for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information regarding Defendants/Inmates and former Defendants/Inmates known as “criminal history information.” Criminal history information means information collected about a person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Department provides the Contractor with criminal history information, the Contractor agrees to comply with the confidentiality requirements of all applicable federal and state laws including Texas Government Code, Section 411.083; and the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Contractor agrees and acknowledges as follows:

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

H.4 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION

- A. The parties hereto acknowledge and agree that for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information, other than criminal history information, that is confidential pursuant to federal or state laws, rules, or regulations, or that is personal information considered to be "sensitive." The Contractor agrees that such confidential or sensitive information shall only be used for the purpose of performing Services contemplated herein. Such information shall not be disclosed, copied, or transmitted for any purpose other than for the performance of Services contemplated herein.
- B. If the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.
- C. The Contractor is authorized to retain and provide access to eMessaging/Digital Mail records for released Inmates, provided that such access is limited to the individual Inmate and is conducted in compliance with all applicable federal and state laws, including but not limited to Tex. Gov't Code § 552.001 and the Department's data security policies. The Contractor shall ensure that all eMessaging/Digital Mail records are securely stored and accessible only through a secure platform approved by the Department.

H.5 BOOKS AND RECORDS

The Contractor must retain all financial records, including supporting documents, statistical records, and any other records or books, relating to the Contractor's performance under this Contract. These records must be maintained in accordance with the Texas Government Code, Section 441.1855. The Contractor will grant access to all books, records, and documents pertinent to this Contract to the Department, SAO, and any federal governmental entity that has authority to review records due to federal funds being spent under this Contract.

H.6 ORGANIZATIONAL AND NAME CHANGE

The Contractor shall submit written notification to the Department within 30 Days of any changes in the Contractor's name, address, telephone number, fax number and/or email address with an effective date of such change. For changes in the Contractor's name, a letter is required on original Contractor letterhead, explaining the circumstances of the name change and the new name. The letter should be signed by the Authorized Representative, its President or any Vice President, or designated senior management personnel, showing the change and the effective date of the change. The Contractor shall submit to the Department a copy of any registration "to do business as," "DBA," or "also known as," "AKA," and any legal corporate name change filed with the Secretary of State.

H.7 FREE EXERCISE OF RELIGION

The Contractor is prohibited from substantially burdening an employee's or Inmate's free exercise of religion.

H.8 DELAY OF SERVICES

The Contractor shall meet its obligations to commence Services within the time frames defined by this Contract. In the event the Contractor fails to meet those time frames as defined by this Contract absent extensions from the Department, the Department will have the right to obtain the Services from another source and charge the cost thereof to the Contractor for each Day that Services are not performed due to delays caused by the Contractor's nonperformance. The Department will provide written notification to the Contractor by certified mail, return receipt requested, of the charges which will include the date of imposition and the amount that has accrued daily as of the date of the notification.

H.9 SECURITY

The Contractor's employees and representatives, vehicles and equipment will always be under security surveillance and are subject to inspection at any time while on TDCJ property. The Contractor agrees to abide by all Department Policies and Unit rules and regulations while on TDCJ property. These rules prohibit the introduction of alcohol, narcotics, weapons, gambling paraphernalia, pagers, and cellphones into TDCJ leased or owned property. Pagers or cell phones are allowed in personal or company vehicles or non-secured areas. The Contractor's employees may not carry more than \$35.00 in cash into any Department unit. Tobacco products are allowed in personal or company vehicles or in designated smoking areas. All vehicles must be kept locked when not in use and the Contractor's employees must stay with the vehicle when it is unlocked.

H.10 UTILIZATION OF SERVICES

The Department does not covenant or represent to the Contractor a minimum amount of Service that will be performed under this Contract. The Department will not be liable to the Contractor for loss of profits or damages incurred by the Contractor in the event that the Department does not utilize Services from the Contractor.

H.11 TRANSITION

- A. Upon termination of this Contract, or during the extension of Services as described in **Section F.3.B, Option to Extend Services**, the Contractor agrees to work with the Department under the Department's management supervision for a period of 60 Days, or up to one year during an extension of Services, to ensure the orderly transfer and efficient transition from current Contractor management to either Department or other party management.
- B. During this transition period, the Contractor shall transfer all records to the Department, if requested to do so. In the event the Contractor requires copies of any records after Contract expiration and management transition, the Department will furnish copies to the Contractor at the Contractor's expense. During the transition period, the Contractor shall ensure that all eMessaging/Digital Mail records are securely transferred to the Department or retained in a manner that allows continued access for released Inmates, as authorized under this Contract.

H.12 USE OF CONTRACT BY OTHER STATE AGENCIES

Pursuant to Texas Government Code, Section 2155.079 and 34 Texas Administrative Code, Section 20.236, another state agency (other than the office of the Comptroller) may purchase goods or services under this Contract by complying with 34 Texas Administrative Code, Section 20.236.

SECTION I – CONTRACT CLAUSES**I.1 ADVERTISING OF AWARD**

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

I.2 DEFAULT AND TERMINATION**I.2.1 Default by the Contractor**

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

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

I.2.2 Further Opportunity to Cure

- A. If an Event of Default of the type specified in **Section I.2.1, Default by the Contractor** occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the 20 Days allowed in **Section I.2.1, Default by the Contractor** but can be cured through a diligent, on-going, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three months, unless extended by the Department, then the Contractor may, within the 20 Day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The Department's decision will be communicated in writing to the Contractor.
- D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. If the Department does not allow the Contractor an extension of the cure period, the 20 Days shall be tolled during the period the request is pending before the Department.

I.2.3 Remedy of the Department

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify in writing, the Contractor of such Event of Default, and subject to the provisions of **Section I.2.2, Further Opportunity to Cure**, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

- A. Reducing its claim to a judgment;
- B. Taking action to cure the Event of Default, in which case the Department may offset against any payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;
- C. Withholding of Payment as authorized in **Section G.4, Remittances**, or
- D. Exercising a Termination for Default.
 - 1. In the event of Termination for Default the Department shall offset against payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.
 - 2. The Department will have no further obligations to the Contractor after such termination.
 - 3. The Department may also acquire, in the manner the Department considers appropriate, services like those terminated and the Contractor will be liable to the Department for any increase in costs for those services.

I.2.4 Termination for Convenience

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

I.2.5 Termination by Mutual Agreement

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

I.2.6 Termination Procedures

Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement, or Termination for Excess Obligations prohibited in **Exhibit J.6, Texas Department of Criminal Justice Required Contract Clauses**, paragraph 25, the following procedures will be adhered to:

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

I.2.7 Default by the Department

Each of the following shall constitute an Event of Default on the part of the Department if not cured by the Department within 20 Days after receiving written notice thereof:

- A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or
- B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor.

I.2.8 Remedy of the Contractor

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in **Exhibit J.6, TDCJ Required Contract Clauses**, paragraph 24.

I.3 NO WAIVER OF RIGHTS

- A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.

- B. The remedies provided in this Contract are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

I.4 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE – INCLUDING INDEMNITY

- A. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, THE CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF THE CONTRACTOR'S AND THE CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. THE CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE DEPARTMENT AND/OR THE STATE SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.
- B. THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE DEPARTMENT, THE TBCJ, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. THE CONTRACTOR AND THE DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

I.5 NO WAIVER OF DEFENSES

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

I.6 INDEPENDENT CONTRACTOR

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

I.7 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS

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

I.8 APPROVAL OF CONTRACT

- A. This Contract is subject to written approval of the Department's Authorized Representative and shall not be binding until so approved.
- B. The Executive Director's, or his/her designated representatives', approval shall be given only upon the approval of the TBCJ.

I.9 NON-DISCRIMINATION

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

- A. The Contractor shall not discriminate against employees, subcontractors, participants, or providers who have or are perceived to have a disability because of Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this Non-Discrimination Clause in conspicuous places, available to employees and applicants for employment.

- B. In all solicitations or advertisements for employees and/or the purchase of services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.
- C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

I.10 CONFIDENTIALITY

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

I.11 CONTRACT CHANGES

- A. Changes/modifications to this Contract (except Contract renewals in accordance with **Section F.2, Option to Renew the Contract**; administrative changes, such as changing the Contract Specialist designation or correcting typographical errors; or other unilateral changes discussed elsewhere in this Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.
- B. The Department, at its sole discretion, may revise funding during the Contract Term by issuing a unilateral modification.

I.12 SEVERABILITY

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

I.13 IMMIGRATION

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

I.14 NO LIABILITY UPON TERMINATION

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies established in **Exhibit J.6, TDCJ Required Contract Clauses**, paragraph 24.

I.15 LIMITATION ON AUTHORITY

The Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

I.16 INTELLECTUAL PROPERTY INDEMNIFICATION

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DEPARTMENT AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF THE CONTRACTOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE DEPARTMENT'S AND/OR THE CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE DEPARTMENT BY THE CONTRACTOR OR OTHERWISE TO WHICH THE DEPARTMENT HAS ACCESS AS A RESULT OF THE CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR AND THE DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THE CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE DEPARTMENTS ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. IN ADDITION, THE CONTRACTOR WILL REIMBURSE THE DEPARTMENT AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE DEPARTMENT DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF THE CONTRACTOR OR IF THE DEPARTMENT IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE DEPARTMENT WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE CONTRACTOR WILL PAY ALL REASONABLE COSTS OF THE DEPARTMENT'S COUNSEL.

I.17 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213

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

I.18 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)

- A. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
- B. In accordance with the Texas Government Code, Section 2054.138, the Contractor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the Department as evidence of the Contractor's compliance with the required controls.
- C. Notwithstanding the Department's ownership of Stored Data/Information, the Contractor is authorized to provide released Inmates with access to their eMessaging/Digital Mail records, subject to the terms of this Contract and the Department's prior written approval of the platform used for such access. The Contractor shall not use or disclose eMessaging/Digital Mail records for any purpose other than providing access to the individual Inmate, except as required by law or expressly authorized by the Department.

I.19 FORCE MAJEURE

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

I.20 NOTICES

- A. Written notices to the Contractor shall be sent to the Contractor's mailing or email address specified on the Contract Award Page.
- B. Written notices to the Department shall be sent to the Department's Contract Specialist as listed in **Section G.2.2, Contract Specialist**.

- C. Written notices will be effective upon receipt by the other party.
- D. Either party may change the designated notice address by written notice, which shall be incorporated via a modification.

I.21 SUBSTITUTIONS

Substitutions are not permitted without written approval of the Department.

I.22 REQUIRED COOPERATION IN LEGAL MATTERS

The Contractor expressly acknowledges and agrees that the Services provided under this Contract may become relevant to litigation involving the Department, subpoenas directed to the Department, and requests submitted to the Department under the Texas Public Information Act. The Contractor agrees to cooperate with the Department's request for records or information in connection with any ongoing litigation, court order, subpoena, or Public Information Act request.

SECTION J – LIST OF EXHIBITS

EXHIBIT NO.	TITLE	NUMBER OF PAGES
J.1	Site List	3
J.2	Subcontracting Plan	7
J.3	Contract Performance Measures	11
J.4	Application Approval Certification and Log	2
J.5	Deliverables and Delivery Schedule	2
J.6	Texas Department Criminal Justice Required Contract Clauses	7
J.7	Electronic Information Resource Accessibility Requirements	1
J.8	Response Introduction	1

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF RESPONDENTS**K.1 RESERVED FOR FUTURE USE****K.2 FRANCHISE TAX REPRESENTATION**

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

K.3 REPRESENTATIONS OF THE RESPONDENT

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

K.3.1 Organization and Qualification

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

K.3.2 Authorization

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

K.3.3 No Violation of Agreements, Articles of Incorporation, or Bylaws

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

K.3.4 No Defaults Under Agreements

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

K.3.5 Compliance with Laws

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

K.3.6 No Litigation

- A. The Contractor certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which the Contractor, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in the Contractor's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters.
- B. The Contractor further certifies that no labor disturbance by the employees of the Contractor exists or is imminent which may be expected to materially and adversely affect the Contractor's ability to perform its obligations under this Contract.
- C. Prior to the Department making an award of this Contract, the Department may require the Respondents being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Respondent that in the opinion of the Department is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in the Respondent's ability to perform its obligations if awarded a contract.
- D. During the Contract Term, to include extensions hereof, the Contractor shall notify the Department in writing within five Days of the Contractor having received knowledge of any actions, suits or proceedings filed against the Contractor, or any of its employees, or to which the Contractor, or any of its employees, are a party, before or by any court or governmental agency or body, which:
 - 1. May result in any material adverse change in the Contractor's ability to perform its obligations under this Contract.
 - 2. Filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in the Contractor's ability to perform its obligations under this Contract; and
 - 3. Is brought by or on behalf of a State of Texas Inmate regardless as to any anticipated material adverse change in the Contractor's ability to perform its obligations under this Contract.
- E. The Contractor shall provide in writing, to the Contract Specialist, a Quarterly report listing litigation identified in the above requirements.

K.3.7 Taxes

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

K.3.8 Financial Statements

- A. The Respondent shall deliver:
 - 1. A copy of its last two audited financial reports to the Department, to include the following financial information:
 - a. Balance sheet;
 - b. Statement of income; and
 - c. Any changes in the financial position of the company;
 - 2. A copy of the Respondent's previous year and most current balance sheet; or
 - 3. A list of the previous year and most current assets and liabilities.
- B. This statement fairly presents the financial position of the company on the date shown and the results of its operations for the period covered and has been prepared in conformity with GAAP applied on a consistent basis, except as discussed in the notes to the financial statement.

K.3.9 No Adverse Change

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

K.3.10 Disclosure

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

K.3.11 No Collusion

- A. The Respondent represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their response and its

submission or response thereto with any third party other than persons or entities, which the Respondent engaged to assist it with respect to such response or submission.

- B. Neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

K.3.12 Disclosure of Interested Parties

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

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

K.3.13 No Felony Criminal Convictions

The Respondent represents and warrants that neither Respondent, nor any of its employees, agents or representatives, including any subcontractors and employees, agents or representatives of such subcontractor have been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Respondent has fully advised the Department in writing of the facts and circumstances surrounding the conviction.

K.3.14 Deceptive Trade Practices; Unfair Business Practices

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

K.3.15 Notification

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

K.4 REPRESENTATIONS OF THE DEPARTMENT

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

K.4.1 Authorization

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

K.4.2 No Violation of Agreements

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

K.4.3 Disclosure

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

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO RESPONDENTS**L.1 DISCUSSIONS, CORRESPONDENCE, AND AMENDMENTS TO THE SOLICITATION**

- A. If this RFO is amended, all terms and conditions which are not modified remain unchanged.
- B. All communications concerning this RFO, including any of a technical nature, shall be made in writing to the Contract Specialists listed on the cover page of this RFO.
- C. Any requests or questions for additional information pertaining to the RFO specifications shall be submitted through the Bonfire Submission Portal. Requests or questions must be submitted by the dates indicated on this RFO. All amendments will be issued via Public Notice on the Bonfire Submission Portal. It is the Respondent's responsibility to obtain any amendment that pertains to this RFO. Please check regularly for any posted amendments. Respondents should only rely on the written information provided in this manner. Respondents are specifically barred from contacting any Department personnel involved in this RFO for the purpose of discussing their Response.
- D. Respondents are reminded that the deadline for submission of written questions for clarification by the Department is on the Summary of Key Dates. The Respondent is specifically cautioned against relying on any oral information.
- E. Respondents shall acknowledge receipt of all amendments to this RFO by signing and returning the Response Cover Page.

L.2 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF RESPONSES

- A. The Department must receive the Response by the deadline in the Bonfire Submission Portal.
- B. Responses received after the deadline will not be considered.
- C. Responses cannot be modified after the deadline.
- D. Alterations may be made to Responses before the deadline through the Bonfire Submission Portal.
- E. If a Respondent requests to withdraw a Response, the Respondent may resubmit, or submit a new Response, up until the advertised due date and time. All Responses in the possession of the Department at the due date and time shall be deemed final, conclusive, and irrevocable.
- F. Responses cannot be withdrawn after the deadline without approval by the Department based on an acceptable written reason.

L.3 SIGNATURES ON RESPONSES SUBMITTED

- A. Responses from a partnership shall be signed in the firm name by at least one general partner or in the firm name by an Attorney-in-fact.
- B. If signed by an Attorney-in-fact, there shall be attached to the Response a Power of Attorney evidencing the authority to sign the Response, dated and executed by all partners in the firm.

- C. Responses from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation. The title of office held by the person signing for the corporation shall appear below the signature of the officer.
- D. Responses from an individual doing business under a firm or fictitious name shall be signed in the name of the individual doing business under the proper firm name.
- E. Responses from a joint venture shall be signed by all members or by a member of the joint venture, if there is attached to the Response a copy of the Joint Venture Agreement evidencing that the Response is signed by the member who has authority to bind the joint venture.
- F. Unsigned Responses will not be considered under any circumstances.

L.4 RESPONSE ACCEPTANCE

- A. All responses will be valid for 240 Days after the submission date and will constitute an irrevocable response to the Department.
- B. Such period may be extended beyond the 240-Day period upon mutual agreement of both parties.

L.5 CONTRACT AWARD

The Department anticipates award of one firm, fixed-price Contract to the Respondent whose Response will be most advantageous to the Department. Cost or price, technical, and other factors specified elsewhere in this RFO, may be considered.

L.6 RIGHTS OF THE DEPARTMENT

- A. The Department reserves the right to waive, change, add or delete any terms or conditions of this RFO.
- B. The Department reserves the right to reject any or all Responses, or portions of Responses, submitted in response to this RFO.
- C. Upon review of Responses, the Department may select those that are most advantageous to the Department and conduct negotiations to solicit a Best and Final Offer (BAFO). The Department may:
 - 1. Reject any portion of Response if such action is on the public interest;
 - 2. Accept other than the lowest Response; and
 - 3. Waive minor informalities or minor irregularities in Responses.
- D. All Responses become the property of the Department.
- E. The Department reserves the right to use for its benefit ideas contained in the Responses.
- F. The Department is not liable for any costs or damages that may be incurred by a Respondent, in the preparation, formulation, or presentation of Responses.
- G. In cases of ambiguity, the Department may adopt such interpretations as may be advantageous to the Department.

- H. All representations made by the Department are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Department, or the TBCJ.
- I. The Department reserves the right to withdraw this RFO at any time for any reason.
- J. The Department reserves the right to not award any contracts and to solicit additional Responses later in the event of inconsistent rates and/or the absence of available competition.
- K. The Department incurs no obligation regarding this RFO unless and until a Contract is fully executed by the parties. However, all Responses received by the Department will remain confidential until the evaluation process is complete.

L.7 RESPONSE PREPARATION INSTRUCTIONS

A. Purpose of Instructions

- 1. These instructions are designed to ensure the submission of information essential to the understanding and the comprehensive evaluation of the Respondent's Response.
- 2. Responses shall be prepared in accordance with these instructions providing all required information in the format specified.
- 3. Failure of a Respondent to show compliance with these instructions may be grounds for exclusion of the Response from further consideration.

B. Submission of Responses

- 1. The Respondent must complete and sign all required forms. Electronically signed forms are acceptable.
- 2. Respondents are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this RFO. Extraneous narrative, elaborate brochures, uninformative public relations material, and other similar documents shall not be submitted.
- 3. Respondents must clearly indicate if any of the information contained in the Response is confidential or proprietary in nature, by applying a legend to the page that indicates confidential or proprietary information is contained on said page. The Respondent must indicate which paragraph contains confidential or proprietary information by inserting the words "confidential/proprietary information" in bold type, enclosed by parentheses, at the beginning of the paragraph containing such information.
- 4. Each page of the Response must include the Respondent's name.
- 5. Submissions must be submitted electronically via the Euna Procurement (Bonfire) portal. Respondents must register at <https://tdcj.bonfirehub.com> to access the portal, which supports Microsoft Edge, Google Chrome, and Mozilla Firefox with JavaScript and cookies enabled. Submissions must be uploaded, submitted, and finalized before the posted due date and time. Uploading large files may take time, depending on the size and internet speed, so it is strongly recommended that Respondents allow at least one Working Day to complete the process.

6. Upon completion of the Respondent's final submission and receipt of the submission completion notice from Euna Procurement, it is recommended the Respondent access the Bonfire Submission Portal to verify the correct documents have been provided. It is recommended that, once you have completed your final submission and received a notice status of "Submission Complete" from Euna Procurement, you access your account again and review the documents to verify that the correct content has been provided. Once the close date has passed, you will not have an opportunity to change any of the submitted documents.
7. All Responses must be SUCCESSFULLY submitted before the deadline regardless of a Respondent's ability to submit responses online. It is the Respondent's sole responsibility to ensure that Response documents successfully arrive before the deadline.
8. For technical assistance, email support.bonfire@eunasolutions.com or visit Euna Procurement's Vendor Knowledgebase at:

<https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>.

C. Failure to submit all required documentation by the Response due date and time may result in disqualification.

L.8 RESPONSE SUBMISSION FILES AND CONTENT

The Respondent must submit the following files to the Bonfire Submission Portal. The Respondent may only include pricing in the document submitted for **Section L.8.3, Pricing Schedule and Budget Narrative**.

L.8.1 Response Cover Page

The Respondent must complete the first page of this solicitation.

L.8.2 Response Introduction

The Respondent must answer all questions in **Exhibit J.8, Response Introduction**.

L.8.3 Pricing Schedule and Budget Narrative

The Respondent must complete **Section B.2, Pricing Schedule**, and provide a budget narrative. The Respondent must include pricing on this document only. Refer to **Section B.1.2, Pricing Instructions**.

L.8.4 Response to Each Requirement in Section C

The Respondent must respond to each requirement in **Section C, Description/Specifications/Work Statement**. All content submitted should be pertinent and formatted according to Section C. The Respondent must identify all exceptions taken to the requirements in Section C.

L.8.5 Texas Department Criminal Justice Required Contract Clauses

The Respondent must review and submit a copy of **Exhibit J.6, TDCJ Required Contract Clauses**, with any applicable sections completed.

L.8.6 Subcontracting Plan

The Respondent must complete Exhibit J.2, Subcontracting Plan.

L.8.7 Response to Electronic Information Resource Accessibility Requirements

The Respondent must provide any reports required by **Exhibit J.6, Electronic Information Resource Accessibility Requirements**, as applicable to the ITS.

L.8.8 Respondent's Financial Statements

The Respondent must provide two years of their financial statements as described in **Section K.3.8, Financial Statements**.

L.8.9 Statement of Compliance with Sections E through K

The Respondent must provide a statement of compliance with Sections E through K of this RFO. For any instance of non-compliance, the Respondent must propose an alternative and the reasons for such.

L.9 PRE-PROPOSAL CONFERENCE AND SITE VISIT(S)

- A. The pre-proposal conference will be held via Microsoft Teams. Respondents interested in attending the pre-proposal conference: contact the Contract Specialist for this RFO via email no later than two Working Days prior to the scheduled event date. The meeting ID and passcode will be provided to requesting attendees at least one Working Day prior to the pre-proposal conference.
- B. Pre-proposal conference attendance is not mandatory. The Department, however, will not be held responsible for any information discussed. Unauthorized contact with the Department personnel could result in the Response being rejected in its entirety.
- C. Site visit(s) are not mandatory. Respondents interested in attending Site visit(s) are required to register with the Contract Specialist, listing all intended visitors, no later than five Working Days prior to the site visit date. Respondents will be allowed a maximum of three representatives to tour and visually inspect the sites. Cameras will not be allowed. Late arrivals will not be allowed to participate in the visits(s).

L.10 LEGISLATIVE BUDGET BOARD (LBB) POSTING

After award of a Contract, information, documentation, and other material in connection with this RFO or the resulting Contract may be subject to public disclosure pursuant to Texas Government Code, Chapter 552 ("the Texas Public Information Act"). Any part of the RFO Response that is of a proprietary nature must be clearly and prominently marked as such by the Respondent. **For major contracts, the Response submitted by the awarded Contractor is subject to public access on the Legislative Budget Board's website in accordance with Texas Government Code, Section 322.020.**

SECTION M – EVALUATION FACTORS FOR AWARD**M.1 SELECTION PROCESS**

- A. The Department will assemble an evaluation committee to review, evaluate, and rank Responses. The evaluation committee, at its sole option, may choose to validate any aspect of the written Responses. No information will be provided about the status of the Responses while they are under evaluation.
- B. Selection of a Response for award will be based on the “best value” to the Department. The Department will solely determine the “best value” through evaluation of each proposal in accordance with Texas Government Code, Title 10, Subchapter B, Section 2157.003.
- C. At any stage in the process, the Department may request clarification or additional information to assist in determining the qualifications, competence, and ability of the Respondent to provide the required Services. The Department reserves the right to accept or reject all or part of any Response, waive minor technicalities and award the Contract to best serve the interest of the State.
- D. The Department may select Responses within a competitive range with whom to negotiate. The Department may notify, in writing, any or all Respondents whose Responses have been found to be responsive in the detailed evaluation phase.
- E. Vendor performance may be used as a factor in the award. A Respondent’s past performance will be measured based upon criteria in compliance with applicable provisions of Texas Government Code, Sections 2155.074, 2155.075, and 2156.007. Respondents may fail this selection criterion for any of the following conditions:
 - 1. A score of less than “C” or Legacy Unsatisfactory in the Vendor Performance System.
 - 2. Currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts.
 - 3. Having repeated negative Vendor Performance Reports for the same reason; or
 - 4. Having purchase orders or contracts that have been cancelled in the previous 12 months for non-performance (e.g., late delivery).
 - 5. Vendor performance information is located on the Texas Comptroller of Public Accounts website at: <http://www.txsmartbuy.gov/vpts>.
- F. The Department may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Division 2, Rule 20.217), the Department may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of the Department, and any negative findings, as determined by the Department, may result in not awarding a contract to the Respondent.

M.2 MINIMUM QUALIFICATIONS

The Department has established the following criteria as minimum Respondent (business entity) qualifications to be eligible to submit a Response to this RFO. Responses from business entities not meeting these qualifications shall be disqualified from further consideration:

The Respondent must possess a minimum of three years of experience providing like services.

M.3 EVALUATION CRITERIA

While negotiation of Responses may be held, Respondents are advised to submit their most competitive cost and technical offers. The major evaluation factors are listed in the table below:

Table 2 - Evaluation Criteria

Criteria	Weight
Cost	30%
Service Rates (25%)	
Financial Strength (5%)	
Technical	70%
Hardware/Software/Infrastructure/Implementation (25%)	
Functionality (25%)	
Past Performance (5%)	
Experience (10%)	
Staffing (5%)	

SITE LIST

Region	Unit Name	Unit Code	Operator	Capacity
I	Bell	CV	CID	520
I	Byrd	DU	CID	1,341
I	Diboll	DO	CID	518
I	Duncan	N6	CID	530
I	Ellis	E	CID	2,482
I	Estelle	E2	CID	3,460
I	Ferguson	FE	CID	2,417
I	Goodman	GG	CID	204
I	Goree	GR	CID	1,321
I	Holliday	NF	CID	2,120
I	Huntsville	HV	CID	1,090
I	Lewis	GL	CID	2,380
I	Polunsky	TL	CID	2,984
I	Wainwright	EA	CID	2,464
I	Wynne	WY	CID	2,621
II	Beto	B	CID	3,471
II	Boyd	BY	CID	1,372
II	Bradshaw	BH	CID	1828
II	Coffield	CO	CID	4,139
II	Cole	CL	CID	900
II	Estes	VS	CID	1,040
II	Gurney		CID	914
II	Hodge	HD	CID	989
II	Hutchins	HJ	CID	2,276
II	Johnston	JT	CID	612
II	Michael	MI	CID	3305
II	Moore, B.	BM	CID	500
II	Moore, C.	CM	CID	1,224
II	Powledge	B2	CID	816
II	Skyview	SV	CID	562
II	Telford	TO	CID	2,451
III	Advanced Houston Specialty Hospital	-	CID	372
III	Clemens	CN	CID	1,215
III	Gist	BJ	CID	2,276
III	Henley	LT	CID	384
III	Hightower	HI	CID	1,384
III	Hospital Galveston	HG	CID	0
III	Jester III	J3	CID	1,185
III	Kegans	HM	CID	657
III	LeBlanc	BA	CID	1,224
III	Lychner	AJ	CID	2,276
III	Memorial	DA	CID	1,931
III	Plane +XS	LJ	CID	2,296
III	Ramsey	R1	CID	1,865
III	Scott, W.	J4	CID	550
III	Stiles	ST	CID	3,367
III	Stringfellow	R2	CID	1,212
III	Terrell, C.T.	R3	CID	1,603
III	Vance	J2	CID	378
III	Young	GC	CID	328

Region	Unit Name	Unit Code	Operator	Capacity
IV	Briscoe	DB	CID	1,216
IV	Chasefield Work Camp	-	CID	480
IV	Connally	CY	CID	2,496
IV	Cotulla	N4	CID	606
IV	Dominguez	BX	CID	2,276
IV	Fort Stockton	N5	CID	606
IV	Garza East	NI	CID	1,928
IV	Garza West	NH	CID	2,278
IV	Glossbrenner	SO	CID	612
IV	Kyle	KY	CID	520
IV	Lopez	RL	CID	903
IV	Lynaugh	LH	CID	1,416
IV	McConnell	ML	CID	2,956
IV	Ney	HF	CID	576
IV	Sanchez	RZ	CID	1,100
IV	Segovia	EN	CID	1,224
IV	Stevenson	SB	CID	1,384
IV	Torres	TE	CID	1,384
IV	Willacy Co.	WI	CID	1,069
V	Allred	JA	CID	4,438
V	Bridgeport	BR	CID	520
V	Clements	BC	CID	3,614
V	Dalby	-	CID	1,906
V	Dalhart	DH	CID	780
V	Daniel	DL	CID	880
V	Formby	FB	CID	1,100
V	Jordan-Baten	JN	CID	1,152
V	Lindsey	LN	CID	1,031
V	Mechler	N3	CID	606
V	Montford	JM	CID	950
V	Roach	RH	CID	1,384
V	Smith	SM	CID	2,098
V	Wallace	WL	CID	1,132
V	West Texas Hospital	HP	CID	393
V	Wheeler	WR	CID	576
VI	Bartlett	BL	CID	1,049
VI	Coleman	LC/T3	CID	1,000
VI	Crain	GV	CID	1,440
VI	East Texas*	XQ	MTC	1,060
VI	Halbert	BB	CID	612
VI	Hamilton	JH	CID	1,166
VI	Havins	TH	CID	596
VI	Hilltop	HT	CID	553
VI	Hobby	HB	CID	1,384
VI	Hughes	AH	CID	2,552
VI	Luther	P2	CID	1,316
VI	Marlin	N1	CID	606
VI	Middleton	NE	CID	2,128
VI	Murray	LM	CID	1,264
VI	O'Daniel	MV	CID	644
VI	Pack	P1	CID	1,426
VI	Robertson	RB	CID	2,978

Region	Unit Name	Unit Code	Operator	Capacity
VI	San Saba	N2	CID	606
VI	Sayle	SY	CID	632
VI	Travis Co.	TI	CID	1,161
VI	Woodman	WM	CID	900
Total				150,017

Currently Idle Sites	
Unit Name	Capacity
Neal Unit	1,732
Rudd Unit	612
Clemens Trusty Camp #2 (Old Retrieve Camp)	321
Total	2,665

Currently Closed Facilities – May Be Reactivated in the Future	
Unit Name	Capacity
South Texas Intermediate Sanction Facility	450
West Texas Intermediate Sanction Facility	275
Bridgeport Pre-Parole Transfer Facility	200
Total	925

EXHIBIT J.3 – CONTRACT PERFORMANCE MEASURES

The below listed Performance Measures have been identified as critical to the success of the Inmate Technology System. The Contractor shall ensure that the stated outcomes are achieved at the required standard. Performance shall be measured per Site beginning at Go-Live and shall continue through the Contract Term.

Identifier	Section Reference	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment
1	B.1.2.B	Only completed telephone calls are to be billed from the time that the called party accepts the call, and the conversation begins. Incomplete calls are not billable.	Any incomplete call billed.	Not applicable.	The Contractor shall be assessed \$125.00 per incomplete call billed.
2	C.3.G.6 and C.10.A.4	All workstations at all locations shall remain operational. The Resolution shall be to have at least one workstation operational.	All workstations at a Site being inoperative.	Eight hours, unless workstation(s) must be replaced. If workstation(s) must be replaced, 30 hours.	The Contractor shall be assessed \$500.00 for each hour beyond the Resolution Time.
3	C.3.1.O	The Contractor shall design and manage the ITS in such a manner that traffic demand on any system shall never exceed a peak transmit ratio of 90% and a peak receive ratio of 90% at the same time.	Traffic demand reaches operational bandwidth capacity.	Not applicable.	The Contractor shall be assessed \$500.00 for each month any system exceeds a peak transmit ratio of 90% and a peak receive ratio of 90% at the same time.
4	C.3.2	The Contractor shall establish system redundancy.	All systems (entire network) failed due to lack of redundancy.	Eight hours.	The Contractor shall be assessed \$5,000.00 for each hour that the failure continues beyond the Resolution Time.
5	C.3.3.A and C.10.2.C	The Graphic User Interface (GUI) shall remain accessible by the Department at all times, except for periods when scheduled or emergency maintenance is being conducted.	Inaccessibility of the GUI due to a system event.	Eight hours.	The Contractor shall be assessed \$250.00 for each hour that the failure continues beyond the Resolution Time.

Identifier	Section Reference	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment
6	C.3.3.B and C.4.1.B.15	All calls shall be made within the calling schedule specific to the unit, custody level, and/or housing area from which the call is made.	Any call made outside of the calling schedule.	Not applicable.	The Contractor shall be assessed \$250.00 per call made outside the calling schedule.
7	C.3.4.A.1	Each Eligible Inmate shall be supervised, enrolled/re-enrolled, and verified in person by the Contractor's personnel. The Contractor shall ensure during the biometric enrollment/re-enrollment process that the "Inmate Enrollment" utterance only includes the Inmate speaking his/her first name, last name, and middle name/initial, if desired, as currently on record with the Department and the "Facility Enrollment" utterance only includes the Inmate speaking "Texas Department of Criminal Justice".	Failure to personally supervise biometric enrollment/re-enrollment and validate the use of proper TDCJ Inmate name and Facility Enrollment phrase.	Not applicable.	The Contractor shall be assessed \$50.00 for each unacceptable enrollment/re-enrollment that exceeds 14 unacceptable voice prints or 3% of voice prints sampled per month by the Department, whichever is greater.
8	C.3.4.C	The Contractor shall validate the authenticity of each attorney prior to placement into the ITS database and audit all attorney telephone numbers each quarter.	Any private call to anyone who has not been validated as the attorney of record.	Not applicable.	The Contractor shall be assessed \$500.00 for each unauthorized private call.
9	C.3.5.A	All calls must be recorded in their entirety, except for attorney-client calls.	Any call not recorded, excluding attorney-client calls.	Not applicable.	The Contractor shall be assessed \$500.00 for each call not recorded, excluding attorney-client calls.

Identifier	Section Reference	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment
10	C.3.5.B and C.4.7.D	The ITS must provide the ability to monitor live calls and Call Detail Records (CDR) at each Site and other locations as designated by the Department.	Inability to monitor live calls and CDR at any location.	Eight hours.	The Contractor shall be assessed \$500.00 for each hour that the failure continues beyond the Resolution Time.
11	C.3.5.D	The ITS must buffer/store up to 36 months of completed call detail records and recordings that can be accessed at any time, including in real-time. Certain "flagged" records shall be stored and retrievable for the Contract Term.	Any recording which is missing, inaccessible, permanently lost, or not retrievable.	Not applicable.	The Contractor shall be assessed \$500.00 per missing or inaccessible recording.
12	C.3.5.E	The Contractor shall ensure that no confidential attorney-client communication is monitored or recorded.	Any event identified of monitoring or recording an attorney-client call.	Not applicable.	The Contractor shall be assessed \$500.00 for each recorded attorney-client call.
13	C.3.6.A.5	The Contractor shall retain all components of the inbound mail for at least 90 Days.	Any component of inbound mail is not retained for 90 Days.	Not applicable.	The Contractor shall be assessed \$500.00 for each component of the inbound mail not retained for 90 Days.
14	C.3.6.A.7	The Contractor shall process and deliver all incoming mail to the Inmate within three Working Days of receipt by the Department.	Any incoming mail not delivered to the Inmate within three Working Days.	Not applicable.	The Contractor shall be assessed \$500.00 for each piece of incoming mail not delivered within three Working Days.
15	C.3.6.C and C.10.2.G	All eMessages and Digital Mail content must be retained in their entirety.	Any eMessage or Digital Mail content is not retained.	Not applicable.	The Contractor shall be assessed \$500.00 for each eMessage or piece of Digital Mail content not retained.

Identifier	Section Reference	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment
16	C.3.6.H and C.10.A.5	All eMessaging PC workstations, monitors, and printers/scanners shall remain operational.	Any eMessaging PC, monitor, or printer/scanner failure.	24 hours.	The Contractor shall be assessed \$125.00 per Day the failure continues beyond the Resolution Time, with a 60-Day cap.
17	C.3.7 and D.1.7	The Contractor shall provide all reports to the Department in the required format and in accordance with the mutually agreed upon schedule. Routine ad-hoc and special request reports shall be delivered no later than three Working Days from the date of request, unless special circumstances exist. If special circumstances exist, e.g., the report would require special research and/or IT development, the Contractor shall work with the Department to provide the report in a reasonable and mutually agreed timeframe.	A report is not delivered within the mutually agreed timeframe.	Not applicable.	The Contractor shall be assessed \$125.00 per Day that a report is overdue, with a 60-Day cap.
18	C.4.1.B.3 and C.4.1.B.4	The ITS must be configured in prepaid and collect outward calling mode to landlines and cell phones where the billing name and address information can be obtained. Calls are not permitted to Virtual Telephone Numbers.	A call to any telephone number that is not approved.	Not applicable.	The Contractor shall be assessed \$500.00 for each call to an unapproved telephone number, excluding calls for which the Contractor can provide documentation showing the PAN approval process was followed.

Identifier	Section Reference	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment
19	C.4.2.B	The Contractor shall provide and maintain at least one telephone per 30 Eligible Inmates at a Site.	Ratio of less than one telephone per 30 Eligible Inmates at each Site.	Not applicable.	The Contractor shall be assessed \$100.00 per Day that the ratio is less than one telephone per 30 Eligible Inmates, with a 60-Day cap.
20	C.4.3.E	Allowed calls shall be completed only after validation. Calls to telephone numbers that are not on the PAN list shall not be completed.	Any unauthorized call.	Not applicable.	The Contractor shall be assessed \$500.00 for each unauthorized call.
21	C.4.4.C	The ITS must ensure that the automated operator functions use the Inmate's supervised pre-recorded name to announce the call to the called party.	Any announcement to the called party that did not use the Inmate's supervised pre-recorded enrollment name.	Not applicable.	The Contractor shall be assessed \$500.00 per call that did not use the Inmate's supervised pre-recorded enrollment name.
22	C.4.4.D.2	The ITS must receive the called party's response via DTMF input indicating positive acceptance of the call prior to call completion.	Any call completed without positive acceptance by the called party.	Not applicable.	The Contractor shall be assessed \$250.00 per call completed without positive acceptance by the called party.
23	C.4.5.C.6	The ITS must provide three-way call detection at all times.	Failure of the ITS three-way call detection system.	Eight hours.	The Contractor shall be assessed \$500.00 for each hour that the failure continues beyond the Resolution Time.
24	C.4.6.B	Each telephone call shall be automatically terminated once the Department-approved duration limit is reached.	Any call not terminated once the Department-approved duration limit is reached.	Not applicable.	The Contractor shall be assessed \$250.00 per call not terminated once the Department-approved duration limit is reached.

Identifier	Section Reference	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment
25	C.4.9	Revenue report is due to the Department by the 20th Day of the month following the month for which the revenue is collected.	One Day overdue.	Not applicable.	Assess \$125.00 per Day for each Day out of compliance; 60 Day cap.
26	C.5.1.A.5	All Inmate Tablets shall have security measures hardened via firmware.	An Inmate Tablet with unhardened firmware.	Not applicable.	The Contractor shall be assessed \$250.00 for each incident of unhardened firmware.
27	C.5.3.D	The Contractor shall provide an Inmate Tablet to an Eligible Inmate within five Working Days of eligibility or request for replacement.	Any Eligible Inmate waits more than five Working Days to receive an Inmate Tablet.	Not applicable.	The Contractor shall be assessed \$100.00 per Working Day past five Working Days for each instance an Inmate Tablet is not provided within five Working Days, with a 60-Working-Day cap.

Identifier	Section Reference	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment
28	C.6.3.A.1 and C.6.3.F	The MAS shall be operational and fully functional 24X7.	Priority 1 - critical failure where equipment in an entire unit or building is not functioning properly. Priority 2 - major failure where less than 5% of the equipment in an entire unit or building is not functioning properly. Priority 3 - minor MAS service issue or localized failure requiring repair, assistance, or maintenance.	Priority 1 - remote response within one hour; on-site arrival within four hours; Resolution within 24 hours. Priority 2 - remote response within two hours; on-site arrival within six hours; Resolution within 36 hours. Priority 3 - remote response within two hours; on-site arrival within one Working Day; Resolution within two Working Days.	For a Priority 1 issue, the Contractor shall be assessed \$1,000.00 for each Day the issue is not resolved beyond the Resolution Time. For a Priority 2 issue, the Contractor shall be assessed \$500.00 for each Day the issue is not resolved beyond the Resolution Time. For a Priority 3 issue, the Contractor shall be assessed \$250.00 for each Day the issue is not resolved beyond the Resolution Time.
29	C.6.3.A.2	The MAS shall prevent all unauthorized wireless devices from connecting to a commercial mobile carrier network, except for 911 call access and calls.	Unauthorized devices are allowed to connect to a commercial mobile carrier network.	24 hours.	The Contractor shall be assessed \$500.00 for each unauthorized call after the Resolution Time.
30	C.6.3.A.7	The MAS shall log all wireless activity being prevented. Such information shall be transmitted, stored, and immediately accessible to Department staff.	Failure to log or make accessible information related to wireless activity being prevented.	24 hours.	The Contractor shall be assessed \$125.00 per Day for each Day activity is not logged or is inaccessible to Department staff beyond the Resolution Time.

Identifier	Section Reference	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment
31	C.8.B	The Contractor shall fill any vacant position within 60 Days.	Greater than 60 Days taken to fill a vacant position.	Not applicable.	The Contractor shall be assessed \$125.00 a Day for each Day the position is vacant beyond the initial 60-Day period, with a 60-Day cap.
32	C.8.C and C.10.2.E	The Contractor shall provide timely customer support by responding to customer support requests escalated to the Department Account Manager within two Working Days.	Greater than two Working Days to respond to a customer service request.	Not applicable.	The Contractor shall be assessed \$100.00 per Day past two Working Days that a response has not been provided, with a 60-Day cap.
33	C.9.C	The Contractor shall provide training throughout the Contract Term within 15 Days of each of the Department's requests for training.	Greater than 15 Days to provide training.	Not applicable.	The Contractor shall be assessed \$125.00 per Day for each Day past the 15-Day requirement.
34	C.10.A.1	Each Site's outgoing circuit bandwidth shall remain operational at all times. An exception shall be made during telecommunications carrier outages or Department power outages outside of the control of the Contractor.	20% or more of an individual Site's outgoing circuit bandwidth being inoperative.	Eight hours.	The Contractor shall be assessed \$500.00 for each hour that the failure continues beyond the Resolution Time.
35	C.10.A.2	Equipment at all locations shall remain operational at all times. An exception shall be made during telecommunications carrier outages or Department power outages outside of the control of the Contractor.	Equipment at a Site being inoperative for greater than 24 hours.	24 hours.	The Contractor shall be assessed \$125.00 per Day if the Resolution is not completed within 24 hours, with a 60-Day cap.

Identifier	Section Reference	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment
36	C.10.A.2	Each Site's telephones shall remain operational at all times. An exception shall be made during telecommunications carrier outages or Department power outages outside of the control of the Contractor.	20% or more of the individual Site's Telephones being inoperative.	Eight hours.	The Contractor shall be assessed \$500.00 for each hour that the failure continues beyond the Resolution Time.
37	C.10.A.2	All Tablet System software must always remain functional.	System software being inoperative for greater than 24 hours.	24 hours.	The Contractor shall be assessed \$125.00 if the Resolution is not completed within the Resolution Time, with a 60-Day cap.
38	C.10.A.2	All Tablet applications must always remain functional.	System applications being inoperative for greater than 24 hours.	24 hours.	The Contractor shall be assessed \$125.00 if the Resolution is not completed within the Resolution Time, with a 60-Day cap.
39	C.10.A.2	Inmate Tablets at all Sites shall remain operational.	20% or more of a Site's Inmate Tablets being inoperative.	Eight hours.	The Contractor shall be assessed \$500.00 for each hour that the failure continues beyond the Resolution Time.
40	C.10.3.G	All Inmate Trouble Tickets (ITT) shall be resolved within seven Days.	An ITT remains unresolved past seven Days.	Not applicable.	The Contractor shall be assessed \$75.00 per Day an ITT remains unresolved past seven Days, with a 60-Day cap.

Identifier	Section Reference	Performance Requirements	Unacceptable	Resolution Time	Revenue/Payment Adjustment
41	C.11.1.J, C.11.2.M	The Contractor shall notify the Department's OCISO of a security incident including, but not limited to, cybersecurity breaches or suspected cybersecurity breaches, within six hours of discovery.	Greater than six hours delay in notifying the Department's OCISO.	Not applicable.	The Contractor shall be assessed \$1,000.00 for each Day beyond the initial six hours they failed to notify the Department.
42	C.11.1.K	The Contractor shall resolve a security incident within 30 hours.	Greater than 30 hours taken to resolve a security incident.	Not applicable.	The Contractor shall be assessed \$250.00 for each hour the security incident is unresolved beyond 30 hours.
43	C.11.2.C.2	The Contractor shall notify the Department within 24 hours of receipt of a disclosure request for Department data or content.	Greater than 24 hours are taken to notify the Department of a request.	Not applicable.	The Contractor shall be assessed \$10,000.00 per Day the Department is not notified of the request beyond 24 hours.
44	G.4	Payment for any month is due by the 20th Day of the following month.	Any amount owed to the State more than one Working Day beyond the date such amount is due.	Not applicable.	Such amount shall accrue interest each Day at the annualized rate of 1% plus the prime rate as published in the Wall Street Journal on the first Day of July that does not fall on a Saturday or Sunday. The Contractor shall be assessed the accrued interest amount until the payment is received.

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

- Note 2: Any time more than one revenue/payment adjustment is being applied, the total adjustment shall not exceed 10% of the total Gross Revenue for the month(s) in which the non-compliance occurred.
- Note 3: Total accumulated revenue/payment adjustments in a fiscal year shall not exceed 7% of the total Annual Gross Revenue in that fiscal year.
- Note 4: Assessments will not apply if non-compliance is determined to be a force majeure event as documented in the Contract.
- Note 5: A single non-compliant event that implicates multiple Performance Measures will be assessed at only the costliest Performance Measure.
- Note 6: Assessments will be based on 24X7 ITS operation and Inmate Telephone Service operational hours of 5:00 a.m. to 12:00 a.m. Central Time when Site access is required to resolve the issue; except for Identifier 20 and workstations, if access is provided.
- Note 7: In lieu of payments of unmet Performance Measures, the Department may elect to waive fees or receive credits.

Exhibit J.4 - Application Approval Certification

Texas Department of Criminal Justice

Application Category:

Certification No: C-_____

- _____ Departmental
- _____ Education and Learning
- _____ Employment
- _____ Entertainment
- _____ Self-Help
- _____ Tools

Name of Application: _____

Description: _____

The Information Technology Division Contract Monitor has conducted a review of the above-listed application. The application _____ *is* [or] _____ *is not* approved for use on Inmate Tablets.

In accordance with Section _____

Contract Monitor Signature

Print Name and Title

Date

Deliverables and Delivery Schedule

Site Name: _____

Deliverable #	Deliverable	Acceptance Criteria	Target Time Frame – Offer to fill in Tentative Completion Dates
1	Planning and Design	Design Document, System Design, Security Plan, Staffing Plan, Stakeholder Register, Issue Log, Risk Log, Project Implementation Plan All information requested shall be delivered to Department PM in the following format unless otherwise stated: • One hardcopy in a 3-Ring binder • One electronic softcopy sent via encrypted email	Start Date: 10 Working Days after Contract Award. Completion Date: _____ Working Days after Contract Award.
2	Cabling & Network Installation	Itemized Excel list of all hardware, network equipment, and physical locations. A successful signal strength test. All information requested shall be delivered to the Department PM in the following format unless otherwise stated: • One electronic Excel softcopy	Completion Date: _____ Working Days after Contract Award.
3	As Built Drawings	Itemized Excel list of all hardware, network equipment, and physical locations. All information requested shall be delivered to the Department PM in the following format unless otherwise stated: • One electronic Excel softcopy	Completion Date: _____ Working Days after Date of Award.
4	Installation, Programming, & System Setup	Itemized list of all hardware, network equipment, and physical locations. All information requested shall be delivered to the Department PM in the following format unless otherwise stated: • One electronic softcopy	Completion Date: _____ Working Days after Cabling Completion Date.
5	Training	Completion of on-site training as described in Section C.8, Training, and delivering one electronic copy in Microsoft Word of all training materials and manuals to the Department.	Completion Date: _____ Working Days after Cabling Completion Date.

6	Project Completion Criteria	The Contractor shall provide all close-out documentation as required including, but not limited to, the following documents: 1. Successful transition from previous system Contractor to awarded Contractor; 2. Written notice of Substantial Completion; 3. Certificates of Final System Acceptance; 4. Valid invoice indicating the correct final balance due; and 5. Manufacturer Warranty Transfer Documents to the Department.	Completion Date: _____ Working Days after Cabling Completion Date.
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**Texas Department of Criminal Justice
Required Contract Clauses**

In this document, the terms Contractor and Vendor, when referring to the following affirmations (whether framed as certifications, representations, warranties, or in other terms) refer to Respondent, and the affirmations apply to all Respondents regardless of their business form (e.g., individual, partnership, corporation).

Respondent represents and warrants all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any Contract resulting from this Solicitation.

Respondent must provide information, as applicable, and affirms, without exception, as follows:

1. **Terms and Conditions Attached to Response.** Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.
2. **Complete and Accurate Information.** Respondent represents and warrants all statements and information provided to the TDCJ are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. **Public Information Act.** Respondent understands the TDCJ will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Solicitation, or any resulting Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. **Contracting Information Responsibilities.** Respondent represents and warrants it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Respondent agrees the Contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
5. **Assignment.** Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the TDCJ. Any attempted assignment in violation of this provision is void and without effect.
6. **Texas Bidder.** Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, the Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
7. **Dealings with Public Servants.** Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any Contract resulting from this Solicitation.

- 8. Prior Disaster Relief Contract Violation.** Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a Contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.
- 9. Child Support Obligation.** Under Section 231.006(d) of the Texas Family Code regarding child support, Respondent certifies the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges the Contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006 of the Texas Family Code must include in the Response the names and social security numbers of each person with at least 25% ownership of the business entity submitting the Response. Enter name and social security numbers for each person. This information must be provided prior to Contract award.

Name: _____
SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of requested social security numbers is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The social security numbers will be used to identify persons that may owe child support and will be kept confidential to the fullest extent permitted by law. If submitted by email, Responses containing social security numbers must be encrypted. Failure by a Respondent to provide or encrypt the social security numbers as required may result in disqualification of the Respondent's Response.

- 10. Suspension and Debarment.** Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
- 11. Excluded Parties.** Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order Number 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 12. Foreign Terrorist Organizations.** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- 13. Foreign Adversaries.** Respondent certifies that neither it, nor its holding companies or subsidiaries, is (1) listed in Section 889 of the 2019 National Defense Authorization Act; (2) listed in Section 1260H of the 2021 National Defense Authorization Act; or (3) owned by the government of a country on the United States Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or (4) controlled by any governing or regulatory body located in a country on the United States Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4, as authorized by Executive Order Number GA-48.

- 14. Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies it is not (1) the executive head of the TDCJ, (2) a person who at any time during the four years before the date of the Contract was the executive head of the TDCJ, or (3) a person who employs a current or former executive head of the TDCJ.
- 15. Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the Respondent certifies the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.
- 16. Debts and Delinquencies.** Respondent agrees any payments due under any Contract resulting from this Solicitation, shall be applied towards any debt or delinquency that is owed to the State of Texas.
- 17. Lobbying Prohibition.** Respondent represents and warrants payments to Respondent and Respondent's receipt of appropriated or other funds under any Contract resulting from this Solicitation, are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- 18. Buy Texas.** Respondent agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
- 19. Disaster Recovery Plan.** Respondent agrees that upon request of the TDCJ, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
- 20. Computer Equipment Recycling Program.** If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
- 21. Cybersecurity Training.** Respondent represents and warrants it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- 22. Restricted Employment for Certain State Personnel.** Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Respondent may not accept employment from Respondent before the second anniversary of the date the Contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
- 23. No Conflicts of Interest.** Respondent represents and warrants it has no actual or potential conflicts of interest in providing the requested goods or services to the TDCJ under this Solicitation and any resulting Contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

- 24. Dispute Resolution.** Any dispute arising under this Contract, which is not disposed of by mutual agreement between the TDCJ and the Respondent shall be resolved in accordance with Texas Government Code, Chapter 2260. At all times during the dispute resolution process, the Respondent shall continue providing services in a diligent manner and without delay, according to all applicable provisions of this Contract.
- 25. Excess Obligations Prohibited.** The Contract is subject to termination or cancellation, without penalty to the TDCJ, either in whole or in part, subject to the availability of state funds. The TDCJ is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the TDCJ becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either the TDCJ's or Respondent's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, the TDCJ will not be liable to the Respondent for any damages, that are caused or associated with such termination, or cancellation, and the TDCJ will not be required to give prior notice.
- 26. Governing Law.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the TDCJ.
- 27. Antitrust.** The undersigned affirms under penalty of perjury of the laws of the State of Texas that (a) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act, Texas Business and Commerce Code, Chapter 15; (b) in connection with this Response, neither I nor any representative of the Respondent has violated any federal antitrust law; and (c) neither I nor any representative of the Respondent has directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.
- 28. Indemnification.** THE RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THE TDCJ, THE TBCJ, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. THE RESPONDENT AND THE DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THE TDCJ SHALL NOT INDEMNIFY RESPONDENT OR ANY OTHER ENTITY UNDER THE CONTRACT.

29. E-Verify. Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

1. All persons employed by the Respondent to perform duties within Texas; and
2. All persons, including subcontractors, assigned by the Respondent to perform work pursuant to the Contract within the United States of America.

30. Former Agency Employees. If this Solicitation is for an employment contract, a professional services contract or a consulting services contract under Chapter 2254 of the Texas Government Code, Respondent represents and warrants that neither Respondent nor any of Respondent's employees including, but not limited to, those authorized to provide Services under the Contract, were former employees of the TDCJ during the twelve (12) month period immediately prior to the date of the execution of the Contract.

31. Disclosure of Prior State Employment – Consulting Services. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies it does not employ an individual who has been employed by the TDCJ or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following:

1. The nature of the previous employment with the TDCJ or the other State of Texas agency:

2. The date the employment was terminated and the reason for the termination:

3. The annual rate of compensation for the employment at the time of its termination:

32. Entities that Boycott Israel. Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (1) it meets an exemption criterion under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the Contract resulting from this Solicitation. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the boycott certification:

33. Abortion Funding Limitation. Respondent understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. Performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. Is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. Is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Respondent represents and warrants that it is not

ineligible, nor will it be ineligible during the term of the Contract resulting from this Solicitation, to receive appropriated funding pursuant to Article IX.

- 34. Funding Eligibility.** Respondent understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, the TDCJ cannot contract with an abortion provider or an affiliate of an abortion provider. Respondent certifies it is not ineligible to contract with the TDCJ under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code. If Respondent refuses to make that certification, Respondent shall state here any facts that make it exempt from the certification:
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- 35. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216).** Respondent certifies the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

- 36. Financial Participation Prohibited.** Pursuant to Section 2155.004(b) of the Texas Government Code, Respondent certifies the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.

- 37. COVID-19 Vaccine Passports.** Pursuant to Texas Health and Safety Code, Section 161.0085(c), Respondent certifies it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. The Respondent acknowledges such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

- 38. Energy Company Boycotts.** If Respondent is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Respondent verifies Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

- 39. Entities that Discriminate Against Firearm and Ammunition Industries.** If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Respondent verifies it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If the Respondent does not make that verification, Respondent must state here why the verification is not required:
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- 40. State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that

is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- 41. Critical Infrastructure.** Pursuant to Texas Government Code, Section 2275.0102, Respondent certifies neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Texas Government Code, Section 2275.0103, or (2) headquartered in any of those countries.
- 42. Enforcement of Certain Federal Firearms Laws Prohibited.** In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to the Respondent, the Respondent certifies it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.
- 43. Permits and Licenses.** Respondent represents and warrants it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any Contract resulting from this Solicitation.
- 44. False Statements.** Respondent represents and warrants all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.
- 45. Artificial Intelligence.** The Contractor agrees not to use any artificial intelligence in the performance of this Contract without prior written consent of the TDCJ. The Contractor further agrees to not use any information obtained in the performance of this Contract to train, develop, or otherwise assist in the development of any artificial intelligence system or program without prior written consent of the TDCJ.
- 46. Signature Authority.** By submitting this Response, the Respondent represents and warrants the individual submitting this document, and the documents made part of this Response, is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any Contract that may result from the submission of this Response.

Respondent represents and certifies each of the above numbered statements, except to the extent that its Response specifically identifies one or more of the statements and describes each fact and circumstance which prevent it from making the representation and certification. Furthermore, Respondent promises to promptly notify the Comptroller if any of these representations or certifications are no longer true. The Respondent makes the foregoing Representations and Certifications as part of its Response.

Electronic Information Resource Accessibility Requirements

A. The Department aims to comply with applicable federal and state laws governing accessibility when procuring digital products and services:

1. Texas Government Code (TGC) 2054.457, enacted in 2005, requires that all state agencies and institutions of higher education provide state employees and members of the public access to and use of electronic information resources.
2. 1 Texas Administrative Code (TAC) 206, aligns state web accessibility standards with the federal regulations set forth in Section 508 of the Rehabilitation Act of 1973.
3. 1 TAC 213 enacted state standards for procurement, development, or usage of Electronic Information Resources (EIR) for people with disabilities and aligns accessibility standards with the federal regulations set forth in Section 508 of the Rehabilitation Act of 1973.

B. Digital Experiences and Software

The Department strives to ensure that all digital products and services procured, where applicable, meet the Web Content Accessibility Guidelines (WCAG) 2.2 A and AA. If Digital Experiences or software are part of the RFO Response, Respondents must:

1. Provide a current (produced within the last six months) Accessibility Conformance Report (ACR) for the Digital Experience or software being offered.
2. Provide an accessibility conformance score, expressed as a fraction, of the number of accessibility criteria met ("supports") over the total number of applicable criteria. Of the 55 WCAG 2.2A and AA criteria, not all criteria may be applicable.
3. Provide a remediation plan for remedying the known accessibility gaps with a timeline of no more than 12 months.
4. Identify existing customer-support channels and known workarounds for the identified accessibility issues that, combined, can serve as a temporary stopgap while the remediation plan is being implemented.

C. Hardware and Devices

1. The Department strives to ensure that all hardware and devices, such as copiers, phones, faxes, printers, electronic signs, and more, where applicable, meet or exceed, where applicable, the 2012 Texas Accessibility Standards (TAS) and the Hardware Standards in Section 508 of the Rehabilitation Act (Chapter 4).
2. If hardware or devices are part of the RFO Response, Respondents must provide a current (produced within the last six months) Accessibility Conformance Report for the devices or hardware being offered.

Response Introduction

This exhibit requests introductory information about the Respondent. The Respondent must provide all information requested.

1. Provide a clear description of the Respondent and an outline of organization capabilities, goals, and purposes.
2. Provide the name and point of contact information for the person responsible for fielding and responding to all inquiries from the Department.
3. List all Authorized Negotiators, including titles, telephone numbers, and email addresses.
4. Provide the name and address of the Respondent's insurance carrier with a statement of liability from the carrier(s) that such policies are available to the Respondent. The Respondent is not required to purchase such insurance to submit a Response.
5. Describe all similar services provided to the Department or other institutions/governmental agencies, to include the company/agency name, point of contact information, contract numbers, and dates of performance. The Department reserves the right to contact any or all references to evaluate past performance.
6. List any contracts that have been cancelled or terminated within the last five years, with an explanation of such, and the contact information from the institution/agency that cancelled or terminated the contract.
7. List all legal actions pending against the Respondent and the outcomes of any final judgements.
8. Provide documentation that the Respondent is properly certified to conduct business in the State of Texas and not in debt or owing to the State of Texas (e.g., a certificate of fact-status or Franchise Tax Account Status).