

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**JUVENILE OFFENDER TELEPHONE AND TABLET SYSTEM
CONTRACT CON0001469**

This contract shall begin on **October 16, 2023** and remain in effect through **August 31, 2026**, and is by and between the **Texas Juvenile Justice Department**, hereinafter **TJJJ**, and **SVRS Acquisition Corporation dba Securus Technologies**, [REDACTED] hereinafter **Contractor** or **Service Provider**, for the provision of a Juvenile Offender Telephone and Tablet System for TJJJ youth. This Contract is identified as Contract Number **CON0001469**.

This Agreement is composed of the following documents:

1. This Contract, including all attachments;
2. Service Provider’s response to clarification questions dated October 25, 2022;
3. Service Provider’s proposal dated August 22, 2022; and
4. RFO #644-22-022322-A, *Juvenile Offender Telephone and Tablet System*, issued July 27, 2022.

In the event there is conflict between the Agreement documents, the order of precedence shall be the order listed above.

This contract is pursuant to Texas Government Code, Title 10, Subtitle D, Chapter 2170, Telecommunications Services.

SECTION I: CONTRACT TERM

1.1 Contract Term

The term of the contract will be from October 16, 2023 through August 31, 2026. Service Provider shall be required to perform services TJJJ’s designated facilities, under the general supervision of assignment by TJJJ’s authorized staff. TJJJ may add, delete, or change site locations, and alter configurations of current Youth populations at any site location at any time. Where any work under this contract requires access to secured facilities by Service Provider’s employees/subcontractors, it shall be the responsibility of Service Provider to comply with all pertinent security requirements, which shall be supplied by TJJJ. It is the sole responsibility of TJJJ to guarantee necessary site access.

1.2 Option to Renew

TJJJ reserves the right to renew this contract for three (3) - two (2) year option periods, under the same terms and conditions, with any mutually approved changes, and to be evidenced in writing by contract amendment executed by both parties prior to the expiration date of the initial contract term.

The contract will consist of three (3) two (2) year renewal Option Periods:

1st Renewal: September 1, 2026 through August 31, 2028

2nd Renewal: September 1, 2028 through August 31, 2030

3rd Renewal: September 1, 2030 through August 31, 2032

All work shall be completed within the contract period, unless otherwise extended by written modification of the contract upon agreement of the contracting parties. Service Provider shall not begin performance until receipt of a written Notice to Proceed.

1.3 Transition of Contract

In the event services end by either engagement expiration or termination, it shall be incumbent upon the Service Provider to continue services, if requested by the Executive Director or designee, of TJJD, until new services can be completely implemented and operational. The Service Provider acknowledges its responsibility to cooperate fully with the replacement Vendor and TJJD to ensure a smooth and timely transition. Such transitional period shall not extend more than one hundred eighty (180) days beyond the expiration date of the Contract, or any extension thereof.

SECTION II: SERVICE PROVIDER

The Texas Juvenile Justice Department (TJJD or Agency) is the state Agency in Texas responsible for creating safer communities by providing opportunities for young offenders and at-risk Youth to grow into free, productive, and responsible Texans. The Agency operates secure state facilities for Youth committed to the state by juvenile courts, executes contracts with private facilities to provide alternative placements for Youth, and operates halfway houses that transition Youth back into the community.

TJJD is looking to improve the current Youth telephone system with the newest hardware and software capabilities to provide more and efficient means for Youth to connect with their support systems. TJJD would like to keep the existing infrastructure to the extent possible; however, TJJD looking for the best solutions for our Youth and will make the necessary changes in line with a Respondent's offerings and recommendations.

Service Provider agrees to perform the following service(s) for TJJD youth:

Pursuant to Texas Government Code, §380.9313, Service Provider shall install, operate and maintain a Juvenile Offender Telephone and Tablet System (JOTTS) for eligible Youth committed in facilities operated by TJJD throughout the State of Texas. Service Provider shall deliver a turnkey solution, compatible at all designated facilities, to include all necessary personnel, supervision, infrastructure, hardware, software, equipment, installation, operation, maintenance, support, materials, supplies, transportation and services (except as may be furnished by TJJD as specifically identified within this contract and all things necessary for or incidental to, a fully functional, administered and managed Juvenile Offender Telephone and Tablet System without any cost to the State.

Service Provider shall be responsible for, at a minimum, the major requirements outlined. 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.

The specified requirements and standards will serve as the benchmark for monitoring Service Provider's performance.

2.1 Location of Services to be Performed

Service Provider is responsible for all resources necessary to provide the services included in this

contract. Services shall be provided statewide, the locations of which are listed in Table A - Facility List below. Each secure facility will have multiple dorms for housing Youth that will have two (2) pods. The halfway house facilities are single housing buildings and considered one (1) pod. The terms, conditions and requirements of this contract pertain to all TJJD locations unless otherwise stipulated. TJJD reserves the right to add, delete or change site locations, and to increase/decrease the number of eligible Youth and/or telephones per location or make other business decisions as necessary for the operation of the Agency.

Table A - Facility Locations

Secure Residential Facilities
Evins Regional Juvenile Facility 3801 E. Monte Cristo Road Edinburg, TX 78541
McLennan County State Juvenile Correctional Facility 116 Burleson Road Mart, TX 76664
Ron Jackson State Juvenile Correctional Complex 611 FM 3254 Brownwood, TX 76801
Gainesville State School 1379 FM 678 Gainesville, TX 76240
Giddings State School 2261 James Turman Rd. Giddings, TX 78942
Halfway Houses
Ayres House 17259 Nacogdoches Rd. San Antonio, TX 78266
Edna Tamayo House 1438 N 7 th Harlingen, TX 78550-4333
Karyn's House 13207 FM 2432 Willis, TX 77378
Schaeffer House 2451 Garment Rd. El Paso, TX 79938

2.2 Telephone Functional Requirements and Technical Specifications

The JOTTS shall provide prepaid telephone service to eligible Youth committed to designated TJJD facilities. At a minimum, Service Provider shall provide a system with the capacity and capability to:

- Ensure that each eligible Youth may receive pre-paid services or person acting on behalf of an eligible Youth may prepay for the service;
- Use a biometric identifier of the Youth making the call;
- Oversee entry of Personal Identification Numbers (PIN's);
- Provide and maintain a minimum of two (2) communication devices per pod on all facilities;

- Generate reports to TJJD personnel on Youth calling patterns;
- Network all individual facility systems together to allow the same investigative monitoring from the TJJD's Central Office that is available at each facility;
- Provide on-site monitoring of calling patterns and customize technology to provide adequate system security;
- Provide a fully automated system that does not require an TJJD operator;
- Ensure that no charge will be assessed for an uncompleted call;
- Compile and manage a Youth's approved call lists;
- Limit the numbers that can be called by each Youth to their approved call list and other numbers as designated by TJJD; and
- Provide for periodic review by the state auditor of documents maintained by the Service Provider regarding billing procedures and statements, rate structures, computed commissions, and service metering.

2.3.1 Telephone Functional Requirements

A. Service Provider Requirements

Service Provider shall deliver a turnkey solution, compatible at all designated facilities. Service Provider shall include all necessary personnel, supervision, infrastructure (including a new telephone equipment room, terminal location and inside wiring), hardware, software, equipment, installation, operation, maintenance, support, materials, supplies, transportation and services (except as may be furnished by the TJJD as specifically identified within this contract) and all things necessary for or incidental to provide a fully functional, administered and managed Youth telephone system at no cost to the State.

System hardware shall include telephones, Americans with Disabilities Act (ADA) devices, and Telecommunications devices for the Deaf (TDD), mounting equipment, switching equipment, monitoring and recording equipment, and power supplies as required for the storage of all call records for a minimum of thirty-six (36) months. Certain 'flagged' records shall be stored and retrievable for the duration of the contract with the Service Provider. Portable Youth telephone sets shall be provided for use if TJJD requires this service at any time. All equipment shall be new and unused excluding phone pedestals.

Service Provider shall assure quality operational service, including any necessary interfaces with the regulated common carriers, as required for full system functionality.

Service Provider shall repair or replace the JOTTS or any part of the JOTTS damaged or destroyed as soon as access is available to the system.

Service Provider shall provide TJJD's Office of the Inspector General (OIG) any requested information in support of investigative activities.

B. TJJD Requirements

TJJD shall provide PIN numbers for assignment to Youth.

TJJD shall notify Service Provider when there are changes to a designated facility to warrant additional telephones and associated lines.

TJJD shall provide telephone usage parameters. Eligible Youth shall be authorized to place an unlimited number of telephone calls per month. All calls shall be automatically terminated after TJJD approved duration limit is reached.

TJJD reserves the right to approve, reject or request substitutions of equipment/component parts. Responsibility of the entire system to include software, hardware, all components and parts and maintenance support shall remain with the Service Provider unless otherwise agreed by TJJD and the Service Provider. The equipment and infrastructure comprising the JOTTS (but excluding any proprietary software systems used under license from the owner(s) of such intellectual property, workstations and peripheral/ancillary equipment or any items Service Provider is required to retain ownership of pursuant to applicable laws, regulations or contract and end user terms) are the property of TJJD. TJJD will take ownership of additional equipment installed throughout the engagement on the date the work is accepted.

C. Juvenile Offender Telephone System (JOTTS) Requirements

The JOTTS shall be an IP-based phone system and have the same features and functionality at all designated TJJD locations and must allow TJJD staff the ability to conduct system administration functions through a web-based interface in the same manner at each facility as well as from TJJD's Central Office, district offices, or other remote locations.

The JOTTS shall be configured to ensure a ratio of no less than two (2) telephone devices per pod on a facility dorm. The Service Provider shall install and activate additional lines and telephones within ten (10) business days from date of written notification by TJJD dependent upon eligible Youth/telephone ratio. The Service Provider shall install and activate additional workstations within ten (10) business days from date of written notification by TJJD. Efforts requiring construction, additional circuits or additional equipment may require more than ten (10) business days for completion. In those instances, Service Provider shall have five (5) business days to determine if the TJJD's request will require additional efforts and provide TJJD with an estimated timeframe.

The JOTTS shall be configured in prepaid, outward calling mode, to only landlines, postpaid cell phones and services where billing name and address information can be obtained. Calls are not permitted to Virtual Number telephone services. A Virtual Number is defined as a telephone number without a directly associated phone line. The intent is to not allow voice services where the called number and/or device cannot be authenticated or identified. Calling shall be available for all locations within the continental United States and Hawaii. There is no intent at this time to allow calls to international locations.

The JOTTS system shall be able to provide services for the deaf and hearing-impaired community. Such services should include TDD and Video Relay Services (VRS) and Video Relay Interpreter (VRI).

The JOTTS shall be capable of being expanded and upgraded. Manufacturer hardware, software and other system component and version upgrades released by the manufacturer after implementation and installation of the system shall be made available to the TJJD at no cost to the TJJD. Installation of manufacturer upgrades shall be made available to TJJD promptly upon release. Upgrades or version releases that alter functionality of the system will be made after TJJD is advised of changes in functionality and only after the changes have been incorporated into the Service Provider provided training curriculum. Service Provider, prior to release of a JOTTS upgrade, provide release notes of the system via the system's online help, and provide instructor-led "refresher" Webinars at the Agency's request. Further, any changes in functionality shall be reviewed and acknowledged by the TJJD's JOTTS Contract Manager prior to implementation. TJJD acknowledges the JOTTS is a shared calling platform, however TJJD reserves the right to disable any configurable features or functionality it chooses not to use. Installation of expansion or upgrade shall not disrupt service.

The JOTTS shall allow TJJD to assign globally allowed numbers such as TJJD's Incident Response Center, that will override any programmed restrictions. Additionally, the JOTTS 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. Service Provider shall ensure that no confidential

attorney-client communication is monitored or recorded. Service Provider will use the attorney's state bar association number and telephone number to validate that they are an attorney.

The JOTTS shall also allow TJJD to block Youth from calling certain selected telephone numbers, area codes or exchanges including but not limited to the following: local direct, credit card, third number, 1+, sent paid, all 0, 700, 800, 888 (includes all toll-free area codes) 900, 976, 950, 911, and 10xxx. Service Provider shall have received TJJD's written approval prior to blocking other similar numbers. TJJD must be able to block any other numbers at TJJD's sole discretion.

The system shall be equipped for remote entry via the Internet with password validation to perform such functions as traffic management, system administration, maintenance diagnostics, real time monitoring of call and call records, or other functions as deemed necessary to fully manage the JOTTS.

The system shall be configured to log and report all system access and changes for auditing purposes that provides TJJD the capability to trace actions if necessary by unique login user ID and time/date stamp.

The JOTTS shall allow all Youth telephones to be in use simultaneously, (e.g. telephones to outgoing locations shall be on a one-to-one basis).

The JOTTS shall allow for TJJD personnel at facility and remote locations to immediately shut-down and restart the system at individual facilities sites or globally if required. The JOTTS shall automatically shut down upon Digital Recording System (DRS) failures as well as allow for TJJD personnel to shut down the system upon DRS failure to record. System restart shall occur upon DRS repair to full functionality.

The JOTTS shall provide the ability to establish calling schedules at specific times on specific days of the week. This feature shall allow for exceptions for certain days such as holidays and weekends so that schedules can be overridden.

D. Database

Service Provider will be responsible for populating and maintaining accurate and up-to-date databases for the JOTTS. Service Provider shall provide all tools required for initial enrollment as well as subsequent enrollments through the duration of the engagement to include but not be limited to staff, computers, software, documents, printers, scanners, forms, test equipment, training materials, etc. Service Provider will be responsible for all data entry and programming related to initial and subsequent databases required for the term of the Contract. JOTTS shall provide backup and restore capability that will facilitate the prompt recovery of the database in the event of a system failure requiring database restoration.

Each Youth shall have a Personal Biometric Identification (PBI), which will be required to access the system as well as a unique PIN to verify the PBI and to provide TJJD a means of controlling calls and capturing call record data. The PBI shall consist of fingerprints, retina scan, voice imprint, or other equivalent method of personal identification. The PIN shall consist of a minimum of seven (7) digits with the programmable capability to increase the number of digits to at least ten (10) digits. The system shall be capable of accepting the designated Youth identification numbers or PIN currently in use, as well as associating the PBI. TJJD reserves the right to discontinue use of the PBI requirement at its discretion.

The JOTTS shall allow each Youth to be assigned up to twenty (20) approved personal telephone numbers that the Youth is allowed to call with the programmable capability to increase the number of approved telephone numbers. The JOTTS shall be programmable to allow for restriction of the number of approved telephone numbers.

E. Access Control

The JOTTS shall provide multiple layers of access control. TJJD staff shall have the ability to determine and assign security levels and access controls. A secure, validated password shall be used to access the system regardless of the administrator access level.

Service Provider shall specify password standards that will be utilized, e.g. length, special characters and reuse guidelines, etc. Access shall also be controlled by unique user ID's which shall provide the capability to trace logged actions to the originator.

TJJD staff shall have the ability to access the system from any designated location, remote or otherwise.

F. Adds, Moves, Changes

Service Provider staff and/or TJJD staff shall be capable of performing adds, moves and changes. Service Provider shall have written procedures for performing such functions, as well as authorization and audit trail features.

G. Reports

The system shall have the capability to produce management reports on a scheduled and demand basis. Reports should be standard or ad hoc and available to be produced from all stored data, (e.g. management, facility, Youth data, status, etc.). Production of reports shall not negatively affect any portion of system operations. Report interface shall be intuitive, well documented, and easy to use. Reports shall be able to be generated at the individual facilities, TJJD's Central Office, district offices, or other remote locations.

Service Provider Provided Reports

Monthly reports shall be provided to TJJD no later than the 15th of each month for the previous month. This report shall be emailed delivered to the Contract Manager in a printable format. Report layout, design, and information breakdown will be provided by TJJD and is subject to change depending on the needs of TJJD. Reportable metrics can be found in **Exhibit B**, as required by TJJD, and but not limited to the following examples:

- Monthly and Fiscal Year statistics report:
 - Calls completed by: Youth and Dorm
 - Total minutes used by Youth
 - Average minutes per call by month and fiscal year
 - Youth telephone balances
 - Youth enrollments
 - Family and friends registrations and registration attempts
 - Completed calls: inside and outside of Texas
 - Bandwidth and network spikes
 - Land lines ported to a cell / blocked
 - Service tickets by type and root cause
 - Refund request and processed
 - Approved calling list audit
 - eMessaging pages and photos received
- Quarterly reports
 - New workstation installation and activation
- Annual report

- Network redundancy testing report
- Additional reports as requested by TJJD

Report and statistic information should include charts, graphs, spreadsheets, and other formats as requested by TJJD.

H. Record, Monitor Conversations, Terminate Calls

All call recordings and call records are considered evidence and immediately are the exclusive property of the Agency. The JOTTS shall prevent the recording and monitoring of specifically identified categories of calls such as calls placed to legal counsel. Service Provider will work with TJJD to develop and implement a mechanism for attorney phone numbers to be registered/identified in the JOTTS to ensure that confidential attorney-client communications are not monitored or recorded. (see 2.5.C.2).

The JOTTS shall provide live monitoring capability via a line indicator at each facility and other locations as designated by the Agency. Monitoring of Youth calls shall not be detectable by the calling or called parties and shall not reduce the line volume that would warn the Youth that the line is being monitored. All recorded call messages shall be labeled indicating calls may be monitored and recorded.

The JOTTS shall provide remote recording audio review to be used by authorized TJJD staff to access the JOTTS and recorded information database from remote locations. Remote access shall include significant proven password protection to minimize unauthorized access to or tampering with the recording system and will be accomplished in a secure manner that does not require the interconnection of the TJJD intranet and the Service Provider's network.

I. System Hardware, Software, and Peripheral/Ancillary Equipment

Service Provider shall provide personal computer (PC) workstations and all peripheral and ancillary equipment required to access one or many digital recording modules capable of recording thousands of channels simultaneously. At a minimum PC workstations and peripheral and ancillary equipment shall be located at the facilities, regional offices, investigative offices, and administrative and contract monitoring locations. Manufacturer's warranty coverage for the PC workstations, peripheral, or ancillary equipment may provide for either new or refurbished replacement parts of equal or better quality to that being replaced. Service Provider will provide all JOTTS printer consumables (paper, ink cartridges, etc.).

Service Provider will refresh the underperforming JOTTS components in year four (4) and seven (7) of the Contract, as necessary and determined by TJJD to ensure the JOTTS system is up to date. The workstations and printers will be refreshed in year five (5). All refreshed equipment shall meet or exceed current Agency's standards for workstations and printers. At the end of the Contract, including any extensions, all workstations and peripheral/ancillary equipment in place become property of the Agency.

Service Provider shall promptly install all relevant security patches and anti-virus updates to remote workstations on the Service Provider's network. All JOTTS equipment that resides on the Service Provider network shall be properly identified as "property of Securus Technologies LLC" to include toll free number to place service/support calls.

J. Digital Recording System (DRS)

The JOTTS shall include a full-time DRS for all JOTTS telephone lines with capacity for expansion.

The DRS shall include the capability to simultaneously record all telephone calls while providing audio outputs for listening to selected calls from facility and remote locations. All calls shall be recorded

in their entirety with exception to confidential attorney-client communication.

Recordings shall be mirrored and backed-up. A recording, backed-up to a server, shall be provided to maintain a current thirty-six (36) months of all recorded conversations with full and immediate access to records from local and remote locations. At the conclusion of the engagement, the previous Service Provider shall work with the new Service Provider to transfer the recordings, intact, to the new Service Provider's equipment.

A library function is required that will catalog and index every call transmission allowing for fast retrieval. Key fields used for retrieval shall include the Youth PBI or PIN, the date and time the call was made, name and number called, and other relevant data.

The DRS shall provide the following features and capabilities at a minimum:

- Playback from any drive or other recording media shall not interrupt the recording process. Simultaneous record and playback shall be possible.
- DRS will have the ability to transfer recordings to a PC and removable media. One-touch downloading is required. Such recordings shall be playable with any industry standard media player.
- The archive media shall provide for write protection such that data will not be accidentally overwritten. No intentional or accidental deletion of records will be allowed.
- The system shall be capable of Voice Operated Exchange (VOX) or continuous recording on a line by line or channel by channel basis.
- An indication as to the recording space remaining on any and all media.
- The capability to quickly reposition to the end of a previous recording.
- The ability to establish schedules to initiate and suspend recording on channel/line groups at specific times with the ability to override for exceptions.
- The capability to initiate functions globally, such as format, ready, record, or stop record on multiple media devices on the network simultaneously.
- Automatically make time and date or daylight savings time adjustments while continuing to record.

K. Uninterrupted Power Supply (UPS)

Upon the loss of commercial power, no change in the operational characteristics of the system will occur. If commercial power is not restored prior to the exhaustion of UPS power, the JOTTS system will announce termination of all calls in progress prior to shutting down. The system will be designed to fully recover from any power failure automatically, with no outside intervention required, within five (5) minutes, after the power is restored. When commercial power is restored prior to the exhaustion of UPS power, no change in the operational characteristics of the system shall occur.

The following is a description of the minimum requirements for the UPS the Service Provider will use to support any on-premise hardware for the JOTTS:

- With fifteen (15) minutes of battery back-up in the event of a temporary local outage of commercial power at the facility, a UPS is provided as a redundant back-up to continue operation of all equipment installed on-site. The UPS will sustain the system for fifteen (15) minutes.
 - The UPS will be self-charged
 - The equipment will be designed to be self-initialized without manual intervention when commercial power is restored

L. Announcements and Call Branding

- All messages shall be made available with English and Spanish options.

- The JOTTS shall ensure that the automated operator functions use the Youth's supervised pre-recorded name to announce the call to the called party. This shall be accomplished via the PIN assignment per Youth.
- All JOTTS calls shall be identified to the called party with pre-recorded script that will be provided by Agency. Service Provider may recommend additional recorded phrases and/or language; however, any changes shall be approved by the Agency.
- When the call is accepted, the system shall state to both parties that the call may be monitored and recorded. The JOTTS shall allow the called party's response via Dual Tone Multi Frequency (DTMF) input indicating if they are willing to accept the call.
- If a call is not accepted by the called party, or if there is no answer, the JOTTS shall inform the Youth of the situation and not simply disconnect the call.
- A whisper announcement shall be given to both parties one (1) minute prior to the termination of the call.
- If the JOTTS is disabled by the Agency, an announcement will be made to both calling parties advising that the system has been disabled.

M. Call Detail Records

The JOTTS shall provide full call detail records for administrative and investigative use as well as for traffic management reports. Stored call records shall be encrypted to prevent unauthorized access to vital records. All data is the property of the Agency.

The JOTTS shall buffer/store up to thirty-six (36) months of completed call records that can be accessed at any time, including real-time. Records shall not be stored in the individual telephones. The records shall provide the following minimum information on all outgoing calls:

- Date and time call initiated and terminated
- Disposition of the call, indicating termination type, complete, incomplete, etc.
- Station number (or ID associated with the dorm telephone) originating call
- Complete telephone number dialed
- Trunk or station number used to place call
- Duration of call in minutes and seconds
- Total on messages, minutes and revenues
- Name of Youth placing call and PIN
- Identify the specific telephone or dorm and pod where calls were placed
- Call type and termination category

N. Call Length Control

The JOTTS shall allow a system-wide duration default with the duration to be determined by TJJD. The phone call duration at the time of award will be 15 minutes and is subject to change at the discretion of the Agency. The JOTTS shall allow TJJD to limit calls to a specific duration by PIN and by specific telephone numbers assigned to a PBI or PIN. This default may vary by PIN and/or facility. The JOTTS shall allow TJJD administration to change the duration by PIN, telephone number and/or facility.

The JOTTS shall have the capability of designating the length of the Youth call and automatically terminating the call at the expiration. This feature shall be programmable and the call length variable. The time limit shall have the ability to be set for each Youth, a group of Youth, or for each facility.

Total flexibility shall be provided to TJJD for designating the length of calls placed by Youth based on the day of the week, the type of call, the facility, and any additional criteria identified by TJJD.

The system shall allow TJJJ system administrator the ability to designate different privilege levels or levels of access to individual Youth and individual telephones.

O. Call Validation

When a Youth dials a telephone number and enters his/her PBI and PIN, the JOTTS shall have the capability to validate the telephone number dialed with the list of authorized telephone numbers for that specific PIN. Calls will be completed only after the successful validation. Calls that are not on the authorized telephone number list will not be completed. An announcement shall be provided stating that the call was to an unauthorized telephone number. The system shall provide a report which identifies unauthorized telephone number dialed, to include the Youth name, PIN number, date and time call placed, name and number called, duration, etc.

The JOTTS shall allow specific telephone numbers to be flagged for monitoring and other investigative purposes. The system shall be capable of downloading a list of specifically identified numbers so that if a flagged number is called from a Youth telephone, the JOTTS will also call a designated cell phone or TJJJ landline telephone number. This feature allows TJJJ staff such as an investigator the ability to Camp-on the call to monitor, disconnect, etc. at his/her discretion. The Camp-on shall be performed without a tone or other notification. The system shall be capable of multiple Camp-on calls in the case that disallowed numbers are dialed simultaneously from different Youth pay telephones.

The system shall provide a report which identifies the flagged telephone number dialed, to include the Youth name, PIN number, date and time call placed, name and number called, duration, etc.

P. Controlled Access

The JOTTS shall provide TJJJ the ability to control access by providing a means to program individual telephones and groups of telephones in or out of service at pre-determined times, (e.g. telephones are active from 7:00 am to 8:00 pm Central Time.) TJJJ staff shall have the ability to immediately shut down the JOTTS and restrict all access system-wide or selectively from both a remote location and each facility. TJJJ staff shall be able to reset the system to working status after a shutdown.

TJJJ staff shall be able to place restrictions on an individual PIN on an as needed basis. TJJJ shall also have the ability to immediately disable service to an individual telephone. TJJJ staff shall be able to remove all restrictions. PIN access changes shall be tracked and logged by unique user ID and date/time stamped to provide an audit trail of record changes.

Dialing prompts shall be presented immediately in an off-hook position. The JOTTS shall not provide a second dialing prompt. The JOTTS shall provide a call setup time of approximately six (6) seconds after positive verification of Youth voice biometrics.

The JOTTS shall allow for a maximum number of rings before a call is automatically disconnected. The number of rings shall be consistent with TJJJ standard of eight (8) rings. The JOTTS shall provide notification to the caller of the call status such as ringing, busy, etc. This notification may be in the form of ringing, busy tone, recorder tone, or appropriate recorded messages. The JOTTS shall not charge for incomplete calls or calls that result in these status notifications.

Q. Fraud Control

TJJJ will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service. Fraudulent calls will be the sole responsibility of the Service Provider. Logging shall be configured and enabled to record access to system. Logs shall record unique user ID access with date/time stamp and actions.

The JOTTS shall provide, at a minimum, the following aids in preventing fraudulent use when there is interference with secondary dial patterns:

- Termination of calls if a second dial tone is detected;
- Prohibition of switch hook dialing;
- A non-billed interval at the beginning of the call;
- Limitation on the number of times a telephone number may be redialed by the Youth;
- within a specific period of time (parameters to be set by TJJD);
- Provide a three-way call detector as part of the JOTTS;
- Information such as name, address, and billing information for the called number as well as name, address and phone number or other identifying information of the person(s) prepaying minutes; and
- At the discretion of the Agency, Service Provider will be prepared to include capability for continuous monitoring of the biometric identifier throughout the duration of the call and termination of the call if the biometric does not match.

R. Maintenance Diagnostics

A complete system test shall be done automatically at least once every twenty-four (24) hours. The system software shall be designed to interrogate the system to perform self-test diagnostics and report back to the Service Provider's help desk in real time. Detected errors shall be stored in memory for at least seventy-two (72) hours and transferred to a digital storage medium that will save the information in a reportable format. System software shall be designed to enable the rapid detection of faults in both hardware and software. Diagnostic testing shall include the JOTTS and all components to include the DRS and UPS.

S. Service Area Requirements

Service Provider will be responsible for negotiating all billing arrangements and complete calls into all domestic exchanges.

T. System Administration

Service Provider shall provide all hardware and software used in performing system administration, monitoring, and management functions. Management of the JOTTS shall be:

- Password protected
- Allow for various levels of access
- Network with centralized system administration at all designated facilities and remote locations
- Detail password standards
- Provide unique user IDs
- Ensure that changes are logged

The system software shall include the ability to change, modify, add, or delete database information for PBI, PIN assignments, Youth allowed telephone number lists, blocked telephone number lists, etc.

The JOTTS shall support simultaneous access to all features and functions by TJJD personnel at each location. Number of access points required will be determined by TJJD.

Detailed and thorough training shall be provided to TJJD system administrator as detailed in Section 3.6.

U. Investigation Applications and Services

Service Provider will provide software applications and reporting capabilities to the TJJD to aid in administrative and investigation functions. Such applications and services should include the ability but not be limited to:

- Listen to one (1) or both parties of a call, advance through dead space, type and save notes and forward this information;
- Detect conversations between Youth via an algorithm between Youth both within TJJD and provide report notifications to TJJD;
- Link analysis software;
- Software and analytical services to monitor calls for TJJD defined key words or conversations;
- TJJD will have the ability to make monitoring requests that includes specific criteria to include but not be limited to specific facilities, Youth, key words and phrases; and
- Software and service generated reportable information will be defined by TJJD.

V. eMessaging

Service Provider shall provide an eMessaging solution that will allow inbound only emails and photos from a Service Provider provided website. Outbound emails and photos are not allowed by TJJD at this time. eMessaging pricing shall be fixed at the current price of a first-class postage stamp at the time of transmission of the eMessage.

All eMessages and photos will have the ability to be downloaded, viewed, printed, and approved or not approved by TJJD. Service Provider shall provide a record retention for all eMessages for the life of the engagement.

Service Provider shall provide PC workstations, printers, and consumable supplies as required for each location.

The eMessaging application will have the ability, but not be limited to:

- Identify key words or phrases as defined by TJJD in such a manner that it can be viewed by TJJD;
- Have the ability to view all messages and photo attachments by facility, dorm, Youth name, PIN number, sender name and sender identification number;
- Have an TJJD dashboard for messages and photo attachments pending approval, messages returned to senders, denied messages by the Youth, and other information as defined by TJJD;
- Have an TJJD dashboard for messages that indicates the Youth's name and PIN, sender name, sender identification number time and date received, and other information as defined by TJJD;
- Generate eMessaging reports as defined by TJJD; and
- Contain investigative link analysis and reporting solution.

W. Video Visitation

Service Provider shall provide a solution for video visitation that would provide video communication services between Youth at any TJJD facility and persons on the Youth's approved call list. Upon agreement of the solution between both parties, Service Provider shall be prepared to implement this plan in its entirety for the life of the engagement. Video Visitation will be implemented via terminals and/or tablets. Video Visitation locations shall include all current and future TJJD facilities.

2.3.2 Telephone Technical Specifications

A. FCC Registration

Service Provider shall provide FCC registration information to the Agency.

B. Facility Type

Service Provider shall detail by each designated TJJD facility, the facility type being used to provide services, e.g. T1, Analog Trunk, Integrated Services Digital Network (ISDN) T1, etc.

C. Critical Component Redundancy

The JOTTS shall be equipped with an automatic restart function that will engage after a power failure.

The JOTTS shall provide Critical Component Redundancy, back-up and mirrored data. Redundant call detail records collection shall also be provided.

The JOTTS shall provide critical component redundancy and a Storage Area Network (SAN) architecture which makes all storage devices available to all servers on a Local Area Network (LAN) or Wide Area Network (WAN). Data on the SAN shall be stored in Redundant Array of Independent Disks (RAID) formats; spreading the data across multiple drives so that data is not susceptible to loss should any individual drive fail. This architecture shall provide protection against single drive or server failure and provide security of the call recording. The SAN shall be continuously monitored through automated processes and storage policies including multiple data center storage of call detail records.

The JOTTS shall be engineered to ensure that only a minimum amount (5% or less) of TJJD's facilities in the JOTTS system are inoperable due to any Service Provider's responsible failures. Service Provider shall design and manage the JOTTS in such a manner that traffic demand on any system will never exceed a peak transmit ratio of 90% and a peak receive ratio of 90% at the same time.

D. Equipment Room/Infrastructure

TJJD will work with Service Provider to provide room in existing facilities for JOTTS equipment that has a minimal size requirement and does not interfere with TJJD's access, use, or potential use of the area where the equipment is located.

TJJD reserves the right to make the final determination regarding equipment placement in any particular space. However, the parties acknowledge the Service Provider relies on being able to place JOTTS equipment within existing TJJD space, with rare exception, in formulating the calling rates. TJJD will use commercial best efforts to work in good faith with Service Provider to provide space within existing facilities.

In the event that suitable space is not available in TJJD's existing facilities, Service Provider is responsible for providing a new or separate equipment room and terminal location adjacent to existing telephone/computer buildings where the equipment is to be installed. Service Provider will be responsible for the construction of this building in a location outside of the perimeter fence.

Upon expiration of the engagement, the building will become property of TJJD, will remain intact, and will not be removed from the premises. Additionally, all JOTTS equipment located outside of a Service Provider supplied building shall be physically secured in a locked enclosure for security purposes. 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. Youth Telephones

All Youth telephones shall be:

- Compatible with the mutually agreed on biometric caller identity verification system;
- Reinforced wall mounted or pedestal;
- Stainless steel or equivalent;
- Tamper-resistant (anti-vandal and anti-drill);
- Of durable construction;
- Flame retardant and must not give off toxic gases when subjected to fire;
- DTMF compatible;
- Labeled on the body per TJJD requirements;
- FCC and Underwriters Laboratories (UL) approved with certification number;
- Compatible with TDD devices and meet all ADA requirements. Service Provider shall supply TDD devices as requested;
- Equipped with hearing aid compatible handsets; and
- Equipped with cords from the receiver to the body of the telephone that is approximately two (2) feet and armored. Service Provider shall provide different cord lengths at TJJD's request.

F. Call Quality

Each installed location requires 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, Service Provider is responsible for meeting those standards.

2.3.3 Tablet Functional Requirements and Technical Specifications

The JOTTS shall provide a tablet to each eligible Youth committed to designated TJJD facilities. At a minimum, Service Provider shall provide a system with the capacity and capability to:

- Connect tablets to the internet through a secure Service Provider provided Wi-Fi;
- Provide Youth access to age-appropriate content;
- Limit communications to/from the tablet to the Youth's approved call list;
- Provide Staff with a centralized method to manage content and tablet usage for each Youth, and
- Allows the TJJD's and Youth's family to contribute funds the Youth's account for the purchase premium content and tablet accessories.

2.3.4 Tablet Functional Requirements

- A. Service Provider shall provide a turn-key tablet solution for all TJJD-selected facilities at no charge to TJJD.
- B. Service Provider shall provide all TJJD approved Youth access to tablets and breakaway headphones. Details outlining this access shall be listed in the offer (examples include purchase, lease, shared, etc.)
- C. Service Provider shall outline replacement process and associated cost to TJJD should tablets fail or become damaged.
- D. Service Provider shall provide free access on all tablets to all critical content. Critical content includes but is not limited to communication tools such as education materials, treatment

programs, religious scriptures and sermons, Youth handbooks and Prison Rape Elimination Act (PREA) information, and other TJJD-specific information all at no charge to TJJD.

Service Provider shall provide staff devices (Tablets or PCS) that manage the Youth tablets at no charge to TJJD. Service Provider will provide two (2) staff devices per dorm and two (2) staff devices per secure facility for facility administration. Service Provider will provide two (2) staff device per halfway house.

- E. Service Provider will control inventory of tablets through an assigned Field Service Client Administrator.
- F. Service Provider shall have an automated method allowing Youth to obtain premium content such as music, books, games, and movies, (with no staff involvement) by interfacing with each Youth's telephone account.
- G. Service Provider shall provide a solution for Youth to report tablet issues, content discrepancies, and other tablet service problems.
- H. Service Provider shall detail what services are provided on tablets at no charge to Youth. All Youth should have access to tablets with the TJJD specific content allowed to be viewed at any time. Per minute charges to access any content on any tablet will not be allowed. The Vendors are allowed to charge for premium content including movies, music, books, and games.

2.3.5 Tablet Technical Requirements

- A. Service Provider shall provide Youth and staff tablets that are cellular disabled or limited with no Internet access.
- B. Service Provider shall provide tablet warranty and refurbishment to TJJD at no cost. For hardware and software deployed and owned by Service Provider and provided to TJJD pursuant to the Contract, Service Provider agrees to repair and maintain such hardware and software in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Contract. Notwithstanding the foregoing, Service Provider is not responsible for any repair, maintenance, replacement or other costs associated with damage due to destruction, vandalism, misuse, neglect, accident, misapplication, abuse or other similar breakage ("Breakage"), and TJJD shall be responsible for the cost of such Breakage, including, but not limited to replacement costs. TJJD agrees to promptly notify Service Provider in writing after discovering any damage due to Breakage. Service Provider will have no obligation to repair or maintain such hardware or software, if the Applications are, without Service Provider's knowledge and approval, interfaced with other devices or software owned or used by TJJD or a third party, or if the Applications are otherwise damaged as a result of Customer's actions.

For hardware and software purchased from Service Provider and owned by TJJD pursuant to the Contract, Service Provider warrants that such materials will be free from material defects under normal use, maintenance, and service for a period of 90 days from the date of sale. Service Provider makes no warranty with respect to low performance, damages, or defects in any such materials caused by Breakage, nor does Service Provider make any warranty as to any such materials that TJJD has repaired or altered in any way. When express warranties are applicable, Service Provider will replace the applicable materials at no cost, which is TJJD's sole remedy in connection with a claim pursuant to this section.

- C. Service Provider shall provide each facility enough charging carts for safe and secure charging of all the tablets. Service Provider provided charging carts shall be ruggedized for use in the facility.
- D. Service Provider shall provide a solution for Youth to receive services when a tablet is not available.
- E. Youth tablet shall require a Youth to enter credentials and log in to the tablet before being able to access all applications.
- F. Youth tablet shall display terms and conditions to users the first time they login or for subsequent changes to the terms and conditions.
- G. Youth tablet shall provide a configurable option where a tablet that is enabled will time out after a period of inactivity.
- H. Youth tablet shall have options to display all or a subset of the following items on the lock screen display: Youth name, ID number, digital clock, day, month, date, housing information, TJJJ name, barcode and unique identifier for the tablet hardware.
- I. Service Provider shall provide a method to remotely wipe and restore a tablet for re-issuing a previously issued tablet to a new Youth.
- J. Service Provider shall provide the following security measures to harden the firmware on the tablets:
 - 1. Browser, contacts, calendar, native phone and messaging clients have been removed.
 - 2. No option for users to change the settings.
 - 3. Bluetooth and Cellular wireless radio have been disabled.
 - 4. Users cannot install and un-install apps.
 - 5. Authorized apps are pushed to the tablets through an app state management process via kiosk.
 - 6. No access to third-party app stores.
 - 7. A tablet security event will be reported to the TJJJ IT Security at IT-Security@tjjd.texas.gov immediately after the Service Provider identifies the event or no later 24 hours after the Service Provider identified the event. A tablet security event will be resolved as quickly as possible. Should a tablet security event occur, the Service Provider shall identify and perform a root-cause analysis, and fully test any/all software patches designed to prevent a reoccurrence. The Service Provider will exhibit to TJJJ IT Security a best-effort approach to address the tablet security incident during the first five (5) business days following identification of an event.
 - 8. A tablet security event will be resolved or mitigated within five (5) business days as required by **Exhibit B** - Performance Measures. The event will be considered resolved or mitigated upon the approval of TJJJ's IT Security.
- K. Service Provider's network traffic must be routed through the Service Provider's system with no exception and provide firewall, transparent proxy, Domain Name System and routing services for the tablets.
- L. Service Provider shall furnish a recent independent vulnerability scan report from a certified contractor of network and program security that notes no vulnerabilities were found.

- M. Service Provider shall provide secure Internet Protocol (IP) communications by authenticating and encrypting each IP packet of a communication session.

2.3.6 Tablet Hardware Requirements

- A. Youth tablet hardware should NOT have a camera.
- B. Youth tablets shall be updated wirelessly (over-the-air) or when connected to a central device (kiosk, server), if available.
- C. Youth tablet hardware shall have at least 32 GB of storage.
- D. Youth tablet hardware shall utilize a barrel charger port for security.
- E. Youth tablet hardware shall be high strength, impact-resistant security glass with integrated screen protector.
- F. Youth tablet hardware shall have a clear polycarbonate shock resistant body.
- G. Headsets shall be clear to minimize contraband and breakaway to prevent ligatures.
- H. Headsets shall meet American Disability Act requirements for eligible Youth.

2.3.7 Tablet Application Requirements

- A. Youth tablets shall have current and minimum capabilities to provide:
 - 1. Education-free to Youth
 - 2. Mental Health Services-free to Inmates
 - 3. Documents Viewer Application (Youth handbooks, manuals, etc.)-free to Youth
 - 4. Video Applications (PREA, department specific videos, etc.)-free to Youth
 - 5. Music
 - 6. Books
 - 7. Podcasts
 - 8. Games
 - 9. Movies
 - 10. Reentry Assistance-free to Youth
 - 11. Religious Applications-free to Youth
 - 12. Spiritual and Self-Help Applications-free to Youth
 - 13. Other content as determined by the Agency
- B. Service Provider shall offer a media store where users can obtain music, games, books, and movies.
- C. Service Provider shall offer a media store where a custom play list can be created for music.
- D. Service Provider shall offer options to users via the media store that allow for obtaining single song, album, game, or video one-time purchase with unlimited usage.
- E. Service Provider shall offer a process for TJJD to add content to the tablets at no cost to the Agency

2.3.8 Staff Control Tablet Requirements

- A. Service Provider shall provide as many staff devices (Tablets or PCs) as needed at no cost to TJJD.
- B. Service Provider shall provide a detailed staff user guide directly on the staff device for easy reference.
- C. Service Provider shall provide staff devices that have total control of Youth tablets.
- D. Service Provider shall have current and minimum capabilities providing staff devices with real-time:
 - 1. Behavior Modification Application - ability to modify what applications are available on an individual tablet, group of Youth tablets or all tablets on demand or scheduled for a number of hours/days/weeks/months or until a selected date.
 - 2. Eligibility Status - notification via an automated system or staff input if the Youth is eligible for a tablet.
 - 3. Services to allow staff tablets to formulate notifications and communications that can be pushed to one Youth tablet, a group of tablets or all Youth tablets.
 - 4. Scheduled availability of applications.
 - 5. Activation / Deactivation of any or all applications by Youth, groups of Youth, and facility.
- E. Service Provider should allow staff with appropriate permissions to easily authorize a replacement tablet via the staff device. This would allow a Youth to enter his/her personal credentials (ID and PIN) to login to any community tablet and redeem the authorization to make it his/her personal tablet.
- F. Service Provider shall:
 - 1. Disclose fees
 - 2. Disclose project plan and timetable for installation
 - 3. Disclose all prices charged to Inmates for all services.

2.4 Service Provider Requirements, Responsibilities, and Staffing

2.4.1 Service Provider Requirements and Responsibilities

Service Provider shall have direct oversight, be responsible for and monitor the performance of all Service Provider staff performing services under this contract. Service Provider shall be responsible for all expenses incurred on behalf of Service Provider's staff positions including travel, lodging, transportation, and meals.

2.4.2 Staffing

Service Provider is responsible for all resources necessary to provide the services included in this contract. Service Provider shall provide an adequate level of staffing for provision of the services outlined herein and will ensure that staff providing services are appropriately trained, qualified and licensed, if required. Service Provider is expected to back-fill with existing staff for sick or vacation days for absences in excess of five (5) business days.

Service Provider is required to maintain a minimum of the below listed staffing plan unless a reduction in that plan is mutually agreed to by Service Provider and TJJD. In the event a position becomes vacant, Service Provider will fill the vacant position within sixty (60) calendar days.

Additionally, Service Provider's staff shall coordinate with and maintain a good working relationship with

TJJD staff and other Vendors working with TJJD.

TJJD will provide security for the Service Provider's employees and agents consistent with the security provided for TJJD staff at each facility.

All staff assigned to provide services under this contract will be subject to the background clearance process by TJJD. Service Provider employees who have been previously terminated at any time by TJJD may not be employed or provide services under this contract. TJJD shall not employ criteria to approve or disapprove the selection of Service Provider employees that exposes Service Provider or TJJD 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.

Service Provider staff that conduct work onsite will adhere to the standards of conduct prescribed in law, and as prescribed in TJJD's personnel policy and procedure guidelines, particularly rules of conduct, security procedures, and any other applicable rules, regulations, policies and procedures of TJJD. Service Provider's staff will be subject to and will comply with all security regulations and procedures of TJJD and the respective facility. Violation of regulations may result in the employee or individual being denied access to the facility. In this event, Service Provider shall provide alternate personnel to supply services described herein, subject to TJJD approval.

Throughout the term of the engagement, Service Provider shall at a minimum:

- Provide a Project Manager who will be the single point-of-contact assigned to the project from engagement award through implementation, acceptance and go-live;
- Provide qualified personnel to perform the services required;
- Provide TJJD written notice of placement and/or replacement of personnel, or any plan to place and/or replace personnel;
- Remove and replace personnel at the request of TJJD;
- Assure personnel follow laws, rules, regulations, standards, policies and procedures; and
- Provide information for employee background checks.

A. Provide Project Manager

Service Provider shall assign a Project Manager dedicated to this project full-time from engagement award through implementation, acceptance and go-live. The Project Manager will be responsible for coordinating with TJJD staff the status of the entire project and be the single point-of-contact during project implementation.

B. Provide Qualified Personnel to Perform the Services Required

Service Provider shall provide the number, job descriptions and locations of dedicated staff offered to support this contract. Service Provider shall use only qualified and fully trained employees in the performance of the contract.

In addition to the Project Manager, Service Provider shall provide at a minimum the following positions or similar positions in support of this contract:

- Customer Service Manager and Alternate – Service Provider shall assign a full-time Customer Service Manager exclusively to contract. An alternate representative will be assigned in the absence of the assigned manager. The duties of the Customer Service Manager shall include, at a minimum:
 - Overall performance of the contract and general project management duties
 - Account management

- Resolution of billing problems
 - Resolution of technical issues
 - Training
 - Attendance at on-site meetings
 - Promptly responding to TJJD and Youth family requests, which shall include, but not be limited to e-mail, telephone and facsimile requests
- Field Repair/Site Technicians – TJJD is requiring Field Repair/Site Technician positions dedicated to the contract. Field Repair/Site Technician positions shall be strategically located in proximity to TJJD sites and will be directly responsible for providing preventative maintenance, installation of cable and equipment, technical support and repairs as necessary, and provide on-site assistance to TJJD personnel to ensure customer satisfaction. Certain Field Repair/Site Technicians may have duties at other non-TJJD facilities, however, TJJD facilities will have priority of support at all times.
 - Service Representatives – TJJD is requiring full-time Service Representative Positions dedicated to the contract. Service Representative positions shall be responsible for making data entry input and changes to the Youth telephone access information including input of approved Youth PBI and PIN, authorized calling numbers, and shall provide general customer service to TJJD staff.
 - Data Administrators – TJJD is requiring full-time Data Administrator positions to provide JOTTS coverage and shall be located at the Service Provider's monitoring center to support the JOTTS. Duties include monitoring the system network to detect any problems and remotely correct identified problems. If Data Administrators cannot remotely correct or repair system problems, they are responsible for dispatching the appropriate field repair/site technician to the facility to make repairs as necessary.
 - Trainers - TJJD is requiring Trainer positions dedicated to the training requirements of the Agency. These positions shall be available for travel to TJJD facilities throughout the State to provide training to TJJD staff and Youth as needed. This position will also ensure that TJJD training material is updated and current.

C. Remove and Replace Personnel at the Request of TJJD.

TJJD shall have the right at any time to request the removal of any of the Service Provider's employees/subcontractors. Service Provider shall use all reasonable efforts to promptly replace such employee/subcontractors with a team member possessing skills, experience and training that are equal to or exceed those of the position description.

D. Assure Personnel Follows Laws, Rules, Regulations, Standards, Policies and Procedures

It is the Service Provider's responsibility to ensure that all its employees/subcontractors are familiar with TJJD regulations (Reference: <https://www.tjcd.texas.gov/index.php/doc-library/category/340-policy>). TJJD reserves the right to ban any Service Provider employee from entering the property of TJJD who fails to comply with any regulations.

Prior to project implementation, the TJJD Contract Manager shall be provided a list of all Service Provider employees involved in this engagement who has any relative, either blood or by marriage within the second degree of kinship, that is (or may become during the project) a committed Youth at the facility where the work is to be performed. Service Provider shall notify the TJJD Contract Manager in writing prior to starting work, or immediately upon learning of same. Prior approval shall be obtained before a Service Provider staff may enter any TJJD facility.

Service Provider shall make all its employees involved in the project aware that possession of guns, weapons, illegal drugs, tobacco, alcoholic beverages and/or other items defined as contraband on property owned or leased by TJJD is a felony. Violators will be prosecuted. Additional contraband includes Personal Digital Assistants, cell phones, and cameras.

Service Provider shall caution all employees involved in this contract against becoming familiar with Youth and/or the Youth's families. Service Provider employees shall not bring anything to any Youth nor will they carry anything off TJJD leased or owned property for any Youth.

Service Provider is responsible for the conduct and behavior of all persons working at a Facility (including consultants, independent Vendors and their employees and agents) and shall ensure TJJD's policies are followed. Should a violation occur, Service Provider shall take corrective action acceptable to TJJD.

Service Provider shall comply with TJJD policy statements contained in the TJJD Policies but shall be free to establish procedures such that the services attain the goals established by TJJD policy statements. Service Provider shall not deviate in any material respect from applicable TJJD policy statements in the provision of services without the prior written approval of TJJD, which approval shall not be unreasonably withheld by TJJD. Service Provider's written request for deviations from said policy statements shall originate from the Authorized Representative of the Service Provider and shall be made to the Contract Manager. Service Provider's written requests for deviation shall contain language which details the specific deviation with reference to the policy number, section, paragraph, etc., as well as the justification for such deviation.

Breach of either physical security or information security by any employee/subcontractor shall require immediate removal of the employee/subcontractor from the engagement. Immediately upon discovery of the breach of security, Service Provider shall notify TJJD of the breach and provide a written report within twenty-four (24) consecutive 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 Service Provider management person conducting the investigation, and action(s) taken by Service Provider for remedy.

2.5 Other Requirements

A. TJJD Property

All information, applications, services and databases associated with this contract are the property of TJJD and will not be given, sold, or used for any other purpose outside of the JOTTS without express written consent from TJJD. Upon termination of the engagement, data will remain with or be transferred to TJJD.

B. Account Requirements

Youth will be allowed to have a prepaid telephone account. Funding for Youth prepaid telephone accounts will be allowed through either direct funding by parents, guardians, and other family members to Service Provider or by TJJD. All funds in the Youth account belong to the Youth; refunds to parents, guardians, and other family members not be allowed.

C. Registration Requirements

Potential called parties shall register through the Service Provider provided process to receive calls from Youth. Individuals registering to receive calls shall follow the identification process as mutually agreed between the Service Provider and TJJD. The identification information shall be validated by Service Provider before the registration process will be completed. The registration shall be recorded and include

a positive affirmation that the caller is the registered owner of the phone from which the call is being made and will allow Youth phone calls to that location.

1. Called Party Registration Requirements:

- The registered owner of the phone that will receive calls from the Youth
- Agree to allow a Youth to call the phone
- At least eighteen (18) years old
- Will not forward calls, make three-way calls or use a speakerphone on calls received from the Youth
- Understand that eligible Youth are not allowed to speak to any adult that is not listed on their Approved Calling List

Should the identification fail to validate, the party should be directed to an alternative registration process form with which to provide 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 Service Provider and TJJD.

In regard to alternative identification documents, TJJD will not accept faxed copies of phone bills as proof of identity and insists that the Service Provider verify that copies submitted are legible. TJJD also expects that this documentation will be readily available in the event that it is needed for investigative or prosecutorial purposes.

Parents, guardians, and other family members of Youth wishing to receive calls will be required to register with Service Provider using the mutually agreed upon Approved Calling List registration process. TJJD will not be responsible to supply or validate phone numbers at any time. Service Provider is required to coordinate with TJJD on validation of all telephone numbers against victims' databases and the appropriate state bar association if an attorney number is given.

TJJD will furnish a daily electronic file with the names, TJJD number, and location of the Youth which are eligible to make phone calls. It will be the Service Provider's responsibility to compare the list of eligible Youth against the list of enrolled Youth and locate, and subsequently enroll, within a reasonable time period, the Youth that have become eligible but are not enrolled. TJJD will not be responsible for tracking individual Youth through the system.

Each eligible Youth will be supervised, enrolled/re-enrolled and verified, in person, by the Service Provider's personnel. Service Provider will ensure during the voice biometric enrollment/reenrollment process that the "Youth Enrollment" utterance only includes the Youth speaking his/her first name, last name and middle name/initial, if desired, as currently on record in TJJD and the "Facility Enrollment" utterance only includes the Youth speaking "Texas Juvenile Justice Department." Service Provider's enrollment responsibilities include positive verification of the youth's identification, maintenance of a log detailing Youth's information and person responsible for enrollment.

Service Provider will be responsible for all initial and ongoing enrollments (to include the intake facilities). TJJD does not have personnel available to supervise enrollment activities, either initial or ongoing as previously ineligible Youth become eligible. Service Provider will be responsible for developing and implementing a supervised enrollment plan that will assure that all eligible Youth are enrolled within a reasonable amount of time after becoming eligible. There will be no unsupervised enrollment method (self-enrollment) allowed. TJJD realizes that it would not be prudent for the Service Provider to keep sufficient resources to staff each facility every day. Service Provider is ultimately responsible for determining the staff necessary to meet the enrollment requirements of TJJD.

2. Attorney Registration Requirements

Attorneys will be required to send a notice on their letterhead to the Service Provider that includes the following information:

- Attorney name
- Attorney telephone number
- Attorney state bar association number, State of registration, and state bar association telephone number, if not Texas Bar Association
- The list of Youth names/TJJJ numbers that the attorney represents
- A statement that the attorney has an attorney-client relationship with the listed Youth.

The Youth will use the attorney's state bar association number and telephone number to validate that they are an attorney. Such information obtained during verification shall be updated on a regularly scheduled basis. Service Provider is responsible for validating the authenticity of each attorney prior to placement into the system database.

All attorneys will be enrolled in the same method as called parties. Service Provider will be responsible for verifying all attorney numbers submitted against the relevant state bar attorney phone lists.

2.6 Implementation, Installation, System Cabling, Testing, and Acceptance

2.6.1 Implementation

It is understood and acknowledged by the parties that the work cannot be efficiently completed without the use of competent project plans, updated frequently and utilized by the Service Provider for the planning, management, and coordination of the work. Therefore, the requirements of this contract as to scheduling and reporting, as well as time limits for completion of the work, are of the essence. Service Provider shall provide the Implementation Plan within forty-five (45) days of the final site survey being completed and Service Provider being granted site access. TJJJ shall award an incentive bonus to the Service Provider for the early completion of telephone implementation of this contract at all TJJJ facilities as governed by **Exhibit B**.

TJJJ will provide written acceptance of an approved Implementation Plan prior to commencement of any work. Service Provider shall provide a clearly tabbed and detailed Implementation Plan and Schedule to include all TJJJ facilities. Synopsis of each deliverable shall include staff requirements, length of time required per deliverable, and timeline.

Service Provider will use calendar days with the effective date of this contract being day one (1). The Implementation Plan shall include a schedule that includes a timeline in which all system components shall be completely installed and fully functional by designated facilities on the Site List.

The Implementation Plan shall include at a minimum the following deliverables or sections.

- Introductory 'kick-off' meeting
- Planning (site plan by location)
- System Design
- Security Plan Documentation (access/data)
- Project Schedule (Timeline)
- Implementation Communication Plan (Weekly status meetings, Status Reports, etc.)
- Stakeholder Register
- Issue Log to be maintained throughout the project lifecycle
- Risk Log with mitigation strategy

- Staffing Plan - Number of staff dedicated to the project by job title and job description.
- Plan shall include the Service Provider's expectations of both Service Provider and TJJD staff. A dedicated Project Manager (single-point-of-contact) shall be assigned and included in the staffing plan through implementation and 'go-live'
- Infrastructure procurement and installation
- Equipment specifications, procurement and installation
- Training
- Test Plan
- Delivery and Acceptance
- Database Management
- Youth Enrollment
- Registration of potential called parties
- Go-Live
- Updating
- Reporting
- System Management
- Documentation (System design, training manuals, etc.)
- System Maintenance and Support
- Transition plan (period of transition – see Section 5.4)
- Acceptance Plan (Per location and Project closeout)

Transition

The Implementation Plan will include a Transition Plan for existing services to be transitioned and new services to be implemented as required. Service Provider's Transition Plan may be adjusted as deemed necessary and approved by TJJD's Contract Manager. This plan will be designed to provide for seamless transition with minimal interruption of services to Youth.

The Transition Plan will also include a detailed explanation of the following but not be limited to:

- Procedures for transition of service/equipment from the existing Youth telephone service to the new Youth telephone service;
- Times when telephone instruments and video visitation stations will be operational identifying possible "down time" of existing services;
- Service coordination requirements between Service Provider and Local Exchange Companies (LEC's) as applicable;
- Any software programming and preparation for installation of equipment, as required; and
- Data migration plan of all information related to but not limited to:
 - Friends and Family registration
 - Youth registration
 - Youth voice biometrics.
 - Attorney registration
 - Blocked phone numbers.

Due to the size and complexity of the anticipated system(s), Service Provider will be allowed a period of transition beginning on the date the engagement is executed in which to install and implement the utilization of its own technology system. TJJD realizes that some "down time" may occur during this transition, and Service Provider shall reduce this "down time" to allow for a smooth progression to the proposed services. Once accepted by TJJD, there will be no changes made to the final Implementation Plan and Transition Plan unless a request is submitted in writing and approved by the Contract Manager.

During the transition period, the Service Provider shall operate its systems in parallel with any existing

system which the previous Service Provider will not have yet removed. The objective of the "parallel operation" is to allow Youth telephones to remain operational during normal operational hours to the greatest extent possible during the transition period. The Service Provider will be required to work closely with TJJD to ensure that the transfer of responsibility, from the previous Service Provider to the current Service Provider, for Youth telephone service at each institution is carried out as smoothly as possible. In addition, TJJD will work cooperatively with the Service Provider to create and maintain an information flow in accordance with other provisions of the awarded engagement 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.

2.6.2 Installation

Service Provider shall be responsible for the complete engineering and installation of the JOTTS, including all station and other hardware as called for in these specifications.

Service Provider will install the system utilizing generally accepted telephone industry installation practices.

All mounting units, such as racks, terminal cabinets, distribution closets, and backboards, will be equipped with terminal connections to which all entering cables shall be wired. Terminal connections will be placed as near as possible consistent with accessibility to a point where cables would normally enter.

Any splices in the system wiring shall meet current EIA/TIA (Electronic Institutional Association/Telephone Institutional Association) specifications.

Service Provider 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. Service Provider shall furnish all licenses and permits, etc. required for the installation of the system. Service Provider will install the system utilizing the generally accepted latest ANSI/NEC/EIA/TIA (American National Standards Institute I National Electrical Code) installation practices.

Service Provider shall provide TJJD with a complete record of the cable counts and station numbers. Service Provider shall provide TJJD with "as-built" drawings for all infrastructure modifications, installation, and new equipment rooms/buildings. All cabling shall be labeled at each end per ANSI/TIA/EIA.

Service Provider shall provide all labor to engineer and install all equipment as defined, prepare software database, test and cutover the system as specified.

Hardware Removal and Disposal

Service Provider shall be responsible for the de-installation of existing nonproprietary equipment following the installation and testing of new equipment. The Service Provider, following de-installation of the existing non-proprietary equipment, shall provide TJJD with a list of inventoried equipment for disposition.

2.6.3 System Cabling

Service Provider will install system cabling according to best industry practices. Service Provider shall be responsible for providing, both inside and outside plant wiring to include all labor and materials required for proper system functioning. All cabling in exposed areas will be placed in conduit. All exterior, exposed conduit will be rigid. Within buildings, EMT with compression fittings, may be used, when placed above twelve (12) feet in height. Conduit below twelve (12) feet in height should be rigid conduit. Conduit will be used in the tunnel, spine and pipe chase areas. Conduit shall be sized as per NEC fill codes (minimum

three fourths (3/4) inches). Conduit brackets and support should be per NEC standards. All PSP applications will be in Schedule 40 PVC conduit unless OSP, direct burial, PE-89, filled, gopher resistant cable is used. All direct burial cable will be at a minimum of twenty-four (24) inches deep with a three (3) inch marker tape installed at twelve (12) inches above the cable.

All new inside wire provided from distribution closets to stations will be, at a minimum, category 3, 4 pair, 24 AWG plenum white inside wire for voice applications and category 5E, 4 pair, 24 AWG, plenum, blue for data applications.

All jacks will be RJ11 for voice applications and RJ45 for data applications.

Service Provider shall be responsible for providing all inside wiring for the JOTTS for new buildings added to each facility and any major changes in housing units.

Service Provider shall be responsible for providing all voice, data, and outside plant cabling required for a proper functioning system. Cabling and infrastructure shall be secured to prevent unauthorized access or abuse.

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 specifications.

Service Provider shall provide the metallic conduit in new or existing buildings for cabling. All cables, wires, and equipment will be firmly held in place. Fastenings and supports must be adequate to support their loads with ample safety factors. All cables outside of equipment room shall be in metallic conduit.

Service Provider will coordinate with the Agency before beginning or initiating any construction work. Service Provider shall use due diligence and follow standard industry practices when digging, excavating, and/or boring underground. Due diligence includes, but is not limited to, conducting surveys with TJJD personnel to identify all known utilities and other facilities in the path of construction; using probes and or underground locating equipment to determine the location and depth of underground utilities; and taking due precaution to ensure TJJD utilities or facilities are not inadvertently damaged. TJJD shall also contact 1-800-DIG-TESS a minimum of forty-eight (48) hours before excavation begins to notify third parties (gas, water, power, etc.) of proposed excavation.

Service Provider will be responsible for replacing, restoring, or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, etc. caused by Service Provider's personnel and operations, provided those facilities are made known, or the Service Provider should have known, of their existence. Repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality and are subject to final approval of TJJD.

Service Provider shall act as the agent of record to the local telephone company on behalf of TJJD for Youth telephone service for each site. This statement in no way conveys that Service Provider will act as the agent of record regarding any services other than for the Offender telephone service.

2.6.4 Testing and Acceptance

Final system design and software database shall be approved by TJJD prior to system initiation. Service Provider will test the software database, network facilities, switching systems, and all hardware and software components to ensure each and every system feature and service is functioning and operational to TJJD specifications and requirements. Service Provider will provide test results to TJJD prior to implementation. TJJD shall provide final approval in writing prior to 'go-live' operations.

The purpose and net result of the acceptance test is to determine that any equipment installed under this contract meets the technical and functional requirements outlined. A system considered "acceptance test ready" is defined as a system that has completed a full system test with no identified material defects.

Service Provider shall conduct an operational system test of the proposed system and certify, in writing, that the system is ready for acceptance testing and will perform in accordance with the requirements stated in this contract. Service Provider shall ensure that the system and each module of the system operates according to specifications before turning the system over to TJJJ. TJJJ personnel will not debug modifications for the Service Provider.

TJJJ will have ten (10) business 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 Service Provider will be given five (5) business days to correct the malfunction. TJJJ will have another ten (10) business days to test and accept the system.

If the Service Provider fails to correct defects after a second five (5) day period, TJJJ reserves the right to require replacement of the system.

Acceptance testing shall not in any way relieve the Service Provider of its responsibilities to correct any defect during the life of the engagement.

Prior to final acceptance by the Agency, Service Provider shall have satisfactorily completed the training program for system administrators and Offenders as specified in Section 3.6 Training.

2.7 Training

Service Provider will provide initial and periodical, onsite training of officers, administrators, and investigators utilizing the system. The training will be customized to meet the needs of different user levels (monitors, administrators, investigators, security threat group personnel). Service Provider will provide training materials (manuals, DVDs, online videos, etc.) that will be available at each site to facilitate training new personnel as needed. TJJJ expects these training materials to be refreshed as updated trainings are developed.

Training classes should be tailored to the need of the user. TJJJ will take reasonable steps to aggregate those who need similar training on a local level in order to optimize class size.

Service Provider shall provide training throughout the term of the Contract within fifteen (15) days for each of TJJJ's requests for the training. Bilingual training shall be available when required. In the case of a system upgrade that involves procedural changes in placing calls and/or administration of the system, Service Provider shall provide additional onsite training for systems administrators and Youth as needed.

2.7.1 System Administrator Training

Thorough live, hands-on instruction for all system administrators will be provided by the Service Provider, on premise of each site, with emphasis on all features and system design prior to system initiation. Operational manuals, either paper or electronic, shall be provided.

Contingent upon the number of eligible Youth per facility, the Service Provider will conduct systems administrator training on the operation of the features, management, and utilization of the system, including the Digital Recording System. Training will be provided to TJJJ staff at other locations to include but not be limited to TJJJ's Central Office, district offices, or other remote locations.

Training will include software programming as required for adding, deleting, or changing PBI's, PINs and

Youth's allowed call telephone number lists, blocking numbers from being called by Youth, proper record keeping, monitoring, and trouble reporting procedures.

2.7.2 Youth and Called Party Training

A. Offender Training

Service Provider may be required to conduct Youth training on how to place calls. Service Provider may utilize a video presentation that can be shown to a controlled group of Youth or those unable to read or comprehend written literature. Training should occur within a reasonably short period of time prior to implementation of the system at each site. Training materials may be in the form of brochures or other printed materials sent to the person at the address identified on the call list. Printed materials shall be available in both English and Spanish. Bilingual training shall be available when required. Instructions for placing a call shall also be printed on each Youth telephone in both English and Spanish. Additionally, all telephones shall be labeled indicating calls may be monitored and recorded.

B. Called Party Training

Training shall also be provided to the persons identified on the Youth approved call list. Explanation of the telephone system usage, account management, and rates will be provided as well as a customer service, twenty-four (24) hours a day, and seven (7) days a week (24x7) toll-free number. Training materials may be in the form of brochures or other printed materials sent to the person at the address identified on the call list. Printed materials shall be available in both English and Spanish.

2.7.3 Post-System Initiation Training

During the first five (5) days after system initiation, Service Provider shall have available at least one (1) training person for retraining and consultation for both system administrators and Juvenile Offenders to include equipment and procedures.

This employee shall not be the service technician installing the system and shall have experience in conducting training classes.

2.8 Maintenance and Support Requirements

Service Provider shall acknowledge that the JOTTS and eMessaging systems are a critical component of TJJD's treatment program to keep Youth connected with their outside support structures. TJJD requires that any system failure shall be restored to full capacity within the resolution time required by **Exhibit B - Performance Measures**.

Service Provider shall establish system redundancy and shall coordinate an approved system outage window for an annual failover test. Within two (2) weeks of test completion provide Contract Manager with the adequate documentation to demonstrate the successful test results.

Maintenance and support requirements apply to the entire JOTTS system design to include but not be limited to all infrastructure, equipment, component parts, software and peripheral equipment such as the DRS and UPS. Service Provider shall be responsible for the immediate replacement of all inoperative, damaged or defective equipment regardless of cause of damage.

Service Provider will be solely responsible for troubleshooting problems and providing all service and maintenance with no technical assistance from TJJD personnel. Additionally, the system shall be designed to constantly monitor itself and to immediately notify a repair center if a fault or failure is detected. Site JOTTS shall be programmed to shut-down upon site DRS failure.

To assure a satisfactory level of support, Service Provider shall provide dedicated, administrator/technicians for each site identified in the site list to include regional offices and administrative locations. Service Provider shall supply a toll-free dispatch telephone number, web access, and/or email address for placement of service calls twenty-four (24) hours a day, seven (7) days a week. Administrator/technicians shall be available during JOTTS operational hours as well as after hours to repair or replace equipment, whichever time is most convenient to the facility.

Trouble report Procedures/Performance Requirements

- Service Provider's Service Representative who has been assigned the trouble ticket shall issue a trouble ticket number to TJJD staff that placed the trouble report.
- Service Provider's shall respond to the trouble report in a timely manner and provide Resolution according to the requirements stated in **Exhibit B** - Performance Measures.
- Resolution is defined as full repair and system functionality.
- A trouble ticket shall be generated for any Youth calls not being recorded as needed or as programmed due to a failure of the DRS.

Failure of the JOTTS to retain system programming parameters

- Each facility's outgoing circuit bandwidth shall remain operative at all times as governed by **Exhibit B** - Performance Measures.
- Each facility's telephones shall remain operative at all times as governed by **Exhibit B** - Performance Measures.
- The JOTTS website shall remain accessible at all times; except for those periods where scheduled or emergency maintenance is being conducted.
- All eMessaging CPUs, monitors or printers/scanners shall remain operative; except for those periods where scheduled or emergency maintenance is being conducted.
- Youth Telephone assistance requests will be processed and responded to in the mutually agreed timeframe.

Trouble report procedures shall also be incorporated in the training curriculum.

2.9 Disaster Recovery Plan

Service Provider shall 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 Youth telephones shall retain all capabilities, restrictions, validations, and system integrity. The plan shall provide proof that the JOTTS will be restored to the exact configuration and restrictions as prior to system failure, and that all records are restored. TJJD accepts no liability for equipment damaged or destroyed by natural disaster, lightning strikes, misuse of equipment, fire, social insurrections; etc. TJJD shall have no responsibility or liability and shall be held harmless for all costs for any call billing, charges, payments, uncollectible charges, or fraud under this contract. TJJD shall not be held liable for any potential revenue loss due to any decision on the part of TJJD to disconnect third party call after detection or for any other limitation of services or access including but not limited to disciplinary actions and lockdowns.

2.10 Service Provider Service Quality and Quality Control Plan

Service Provider will have complete end-to-end responsibility to assure operational and quality service, including but not limited to, any necessary interfaces with the regulated common carrier, etc., and the availability of the required central office facilities. Service Provider will be responsible for all cost associated with compliance with the ADA as it relates to access to public telephones.

Service Provider will submit to TJJJ a Quality Control Plan for monitoring and assessing the success of its services. The plan will include criteria that define acceptable or unacceptable performance based on industry standards. Service Provider will ensure that outcome measures indicate results achieved. Service Provider will submit reports, in a format approved by the Agency, which indicate Service Provider's performance.

Service Provider will work with TJJJ personnel to monitor performance. A quality assurance review of all assignments will be conducted before an assignment is considered complete.

2.11 Service Provider Communication

Service Provider and TJJJ will maintain communications to ensure project success. Service Provider will be required to attend on-site meetings with TJJJ staff. Meetings will provide a management level review of the Service Provider's operations, assessment of services, discussion and resolution of problems, and coordination of the activities of all parties concerned.

Such meetings may be scheduled regularly or as needed to discuss engagement issues and concerns and exchange information between TJJJ staff and the Service Provider, review quality control plans and performance measures. Communications between parties will be achieved via:

- Onsite meetings, regularly and specially scheduled;
- Conference and video calls;
- E-Mail;
- Written status reports provided to TJJJ by the Service Provider; and
- Monthly Performance Outcome Measures reviews.

In person meetings will be held in Austin or at any other designated TJJJ sites.

TJJJ requires the Service Provider to be responsive to TJJJ's customer service needs, including needs of the called parties.

2.12 Added Value

Service Provider may propose additional services that are directly related to the JOTTS and may have value to this contract. All no charge added value services/features agreed upon by the Service Provider and TJJJ will remain no charge through the end of the initial engagement period, to include any option to renew or extend.

3. Required Reports

A variety and number of reports are required to be submitted by the Service Provider during the course of the engagement. These reports may be revised or additional reports may be required at TJJJ's sole discretion.

Service Provider is required to provide standard, ad hoc, and special request reports. Standard reports will be used by TJJJ to monitor day-to-day performance. Engagement progress will be monitored through review and analysis of status and management reports submitted to TJJJ's Contract Manager. Service Provider may be required to submit examples of standard reports which are accessible directly from the system database(s).

TJJJ reserves the right to request optional or additional reports that may be considered "ad hoc" reports or special request reports not specifically identified in this contract. These reports shall be delivered no

later than three (3) business 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, Service Provider will work with TJJD to provide the report in a reasonable and mutually agreed-upon timeframe.

TJJD may also request revision of existing reports as deemed necessary throughout the term of the engagement. Service Provider shall adapt report/documentation formats and delivery to meet TJJD requirements.

Service Provider shall provide electronic reports no later than an agreed upon date (e.g. viewable format on-line or as batch print reports). Due to the large number of reports required by TJJD, reports shall be made available to authorized TJJD staff and may be required to be sent to or accessed from several locations throughout the State. Due dates and TJJD staff receiving reports will vary dependent upon the type of report. Report titles and other field identifiers may be customizable by the authorized TJJD staff.

4. Invoices

Service Provider shall submit invoices to TJJD Claims Department via email at tjdinvoice@tjtd.texas.gov and/or via regular mail at, 1711 San Jacinto Blvd., Austin, Texas 78701, on invoices bearing Service Provider's name, address, and TJJD contract number. Invoices will be submitted not less than thirty (30) days prior to the payment due date. Invoices will be paid in accordance with Chapter 2251 of the Texas Government Code.

SECTION III: TJJD

1. TJJD will pay Service Provider for the JOTTS in accordance with **Service Provider's Exhibit C, Price Form**, upon receipt and approval of a proper invoice, within thirty (30) days from receipt of same, provided that favorable inspection of work performed is documented and authorization to pay is granted.

Terms of payment shall be in accordance with Chapter 2251 of the Texas Government Code, commonly known as the prompt payment act, and Section 403.0551 of the Texas Government Code, which provides that payment owed to Service Provider under this contract will be applied toward elimination of Service Provider's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full.

2. TJJD/Service Provider Furnished Equipment and Work Space

SECTION IV: EXHIBITS

This contract includes the following Exhibits:

1. **Exhibit A - Service Provider's Execution of Offer**
2. **Exhibit B - Performance Measures**
3. **Exhibit C – Price Form**
4. **Exhibit D – TJJD's Terms and Conditions**

SECTION V: NOTICES AND CONTACTS

Notices shall be addressed to the Office of General Counsel, Texas Juvenile Justice Department, mailing
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address: P.O. Box 12757, Austin, Texas 78711; or physical address: 1711 San Jacinto Blvd, Austin, Texas 78701, and to Service Provider at 4000 International Parkway, Carrollton, Texas 75007. The following is additional contact information for purposes of this contract:

Service Provider Contact Information:

Daniel Furrer
Account Executive



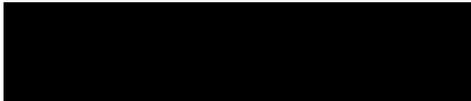
Phone: 786-246-7761
Email: Daniel.furrer@securustechnologies.com

TJJD Technical Contact:

Nate Jackson, Chief Information Officer
P.O. Box 12757
Austin, Texas 78711
Phone: 512-490-7081
Fax: 512-490-7252
Email: Nathan.Jackson@TJJD.Texas.gov

IN WITNESS WHEREOF, the parties hereto have made and executed this contract as of the day and year last below written.

For the Texas Juvenile Justice Department:



Shandra Carter, Executive Director

10/17/2023

Date

For Service Provider:



Signature

Alex Yeo, Chief Revenue and Product Officer

Printed Name

10/05/2023

Date

EXHIBIT A - EXECUTION OF OFFER

NOTE: RESPONDENT SHALL COMPLETE AND RETURN THIS EXHIBIT WITH PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.

By signature hereon, Respondent certifies that:

Respondent understands that the terms and conditions of its Texas Department of Information Resources (DIR) contract shall apply if the resulting contract is issued through a DIR Cooperative Contract and the DIR contract terms and conditions take precedence if there is a conflict.

All statements and information prepared and submitted are current, complete and accurate.

Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

Prior Disaster Relief Contract Violation. Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor [Respondent] certifies that the individual or business entity named in this bid [Response] or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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, Therefore, undersigned Respondent certifies that the individual or business entity named in this response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Compliance with Child Support Obligation Pursuant to Texas Family Code Section 231.006

Under Section 231.006 of the Texas Family Code, Service Provider must certify that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Therefore, to assess compliance with Texas Family Code Section 231.006: SERVICE PROVIDER MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR, AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT.

For a business entity to which the above does not apply, indicate with "NONE" below.

Name:	Social Security Number:	Percent Ownership:
NONE		

Under Texas Government Code Section 669.003, relating to contracting with an executive head of a state agency, Respondent represents that (1)no person currently serves, (2) a person at any time during the four years before the date of the contract or (3) a person who employs a current or former executive head of TJJJ has served as an executive head of the Texas Comptroller of Public Accounts, TJJJ, or any other state agency involved with or that has any interest in this proposal or any contract resulting from this solicitation. If Respondent employs or has used the services of a former executive head of TJJJ or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. Respondent also certifies by signature that it is not ineligible to receive the contract pursuant to Section 2252.152 of the Texas Government Code which prohibits TJJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code.

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 or service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

Immigration: Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C.Â§ 1101 et seq.) and all subsequent immigration laws and amendments.

No Collusion: Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than persons or entities which Offeror engaged to assist it with respect to such response or submission.

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this Offer.

Respondent certifies that it has not been an employee of TJJJD within the last twelve (12) months.

By their signature below, Respondent acknowledges that it has read and understands the foregoing and certifies to same.

RESPONDENT (COMPANY): Securus Technologies, LLC

SIGNATURE (INK): 

NAME (TYPED/PRINTED) Russell Roberts

TITLE: Chief Growth Officer DATE: August 22, 2022

EMAIL ADDRESS: russell.roberts@securustechnologies.com

STREET: 

CITY/STATE/ZIP: Carrollton, Texas 75007

TELEPHONE AND FACSIMILE NO.: (972) 277-0300 and (972) 277-0514

PAYEE IDENTIFICATION NUMBER: _____ or

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 

EXHIBIT B - PERFORMANCE MEASURES

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Invoice Adjustment
1.1	3.8	Each facilities' outgoing circuit bandwidth shall remain operative at all times	Twenty percent (20%) or more of the individual facility's outgoing circuit bandwidth being inoperative	Resolution will be required within six (6) consecutive hours from the time the Vendor becomes aware of the problem or receipt of trouble report.	Access \$500.00 for each hour that the failure continues beyond six (6) hours
1.2	3.8	Each facility's telephones shall remain operative at all times	Twenty percent (20%) or more of the individual facility's telephones being inoperative	Resolution will be required within six (6) consecutive hours from the time the Vendor becomes aware of the problem or receipt of trouble report.	Access \$500.00 for each hour that the failure continues beyond six (6) hours
1.3	3.3	Each facility's tablet system equipment shall remain operative at all times.	Equipment at a site being inoperative for more than twenty-four (24) hours	Resolution will be required within twenty-four (24) consecutive hours from the time the Vendor becomes aware of the problem or receipt of trouble report.	Access \$125.00 per day if resolution is not completed within twenty-four (24) hours; sixty (60) cap
1.4	3.2.1.T, 3.2.1.V, 3.8	Graphical User Interface (GUI) shall remain accessible at all times; except for those periods where scheduled or emergency maintenance is being conducted.	Inaccessibility to the GUI (due to a system event)	Resolution will be required within six (6) consecutive hours from the time the Vendor becomes aware of the problem or receipt of trouble report.	Access \$500.00 for each hour that the failure continues beyond six (6) hours
1.5	3.2.1.O, 3.2.1.Q	The JOTTS must provide three-way call detection at all times.	Failure of the JOTS three-way call detection system	Resolution will be required within six (6) consecutive hours from the time the Vendor becomes aware of the problem or receipt of trouble report.	Access \$500.00 for each hour that the failure continues beyond six (6) hours
1.6	3.2.1.H, 3.2.1.J	The JOTTS must provide the ability to monitor live calls and Call Detail Records (CDR) at each facility and other locations as designated by the Agency.	Inability to monitor live calls and CDR at any location	Resolution will be required within six (6) consecutive hours from the time the Vendor becomes aware of the problem or receipt of trouble report.	Access \$500.00 for each hour that the failure continues beyond six (6) hours
1.7	3.8	All workstations at all locations remain operative	All workstations at a site being inoperative	Resolution will be to have at least one (1) workstation operative within six (6) consecutive hours from the time the Vendor becomes aware of the problem or receipt of trouble report. If workstation replacement(s) are required, Vendor will replace and have all workstations operative within (30) consecutive hours.	Access \$500.00 for each hour beyond six (6) consecutive hours that all workstations are inoperative; unless workstation replacement is required. Access \$500 for each hour beyond (30) consecutive hours that all workstations remain inoperative.

EXHIBIT B - PERFORMANCE MEASURES

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Invoice Adjustment
1.8	3.2.1.J, 3.2.1.O	All calls must be recorded in their entirety; except for private attorney calls	Anny call not recorded; excluding private attorney calls	Not applicable	Assess \$500.00 for each call not recorded; excluding private attorney calls.
1.9	3.2.1.C, 3.2.1.J	The JOTTS shall retain all call and system programming parameters	Any call recording permanently lost and not retrievable	Not applicable	Assess \$500.00 for each permanently lost and not retrievable call.
1.10	3.2.1.O	Allowed calls will be completed only after the validation. Calls that are not on the allow telephone number list will not be completed.	Any unauthorized call	Not applicable	Assess \$500.00 for each unauthorized call.

EXHIBIT B - PERFORMANCE MEASURES

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Invoice Adjustment
1.11	3.2.1.C	The JOTTS must be configured in prepaid calling mode to only landlines, postpaid cell phones, services where billing name and address information can be obtained. Calls are not permitted to Virtual Number telephone services. A virtual telephone number is defined as a telephone number without a directly associated phone line. The Vendor and the Agency will work cooperatively to identify Virtual Number telephone services, during the number approval process to prohibit calls from being completed to these numbers. The Vendor will provide a quarterly reverification of at least 25% of all active approved numbers. The intent is to not allow voice services where the called number and/or device cannot be authenticated or identified. The Agency will not assess a penalty to the Vendor if the Vendor can document that the Approved Calling List process was followed.	A call to any number that is not approved within the performance requirements	Not applicable	Assess \$500.00 per call to a number that is not approved with the performance requirement
1.12	3.2.1.H	The Vendor shall ensure that no confidential attorney-client communication is monitored or recorded	Any event identified as monitoring or recording an attorney-client call	Not applicable	Assess \$500.00 for each monitored or recorded attorney-client call

EXHIBIT B - PERFORMANCE MEASURES

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Invoice Adjustment
1.13	3.2.1.C	The Vendor is responsible for validating the authenticity of each attorney prior to placement into the system database and auditing each quarter all attorney telephone numbers	Any private call to anyone who has not been validated as the attorney of record	Not applicable	Assess \$500.00 for any unauthorized private call
1.14	3.8	The Vendor shall establish a system of redundancy	All systems (entire network) failed due to the lack of redundancy	Resolution will be required within six (6) consecutive hours from the time the Vendor becomes aware of the problem or receipt of trouble report.	Assess \$5,000.00 for each hour that the failure continues beyond six (6) hours
1.15	3.2.1.C	The Vendor shall design and manage the JOTTS in such a manner that traffic demand on any system will never exceed a peak transmit ratio of 90% and a peak receive ratio of 90% at the same time	Traffic demand reach operative bandwidth capacity	Not applicable	Assess \$500.00 for each month any system exceeds a peak transmit ratio of 99.5% and a peak receive ratio of 99.5% at the same time
1.16	3.2.1.C	Calling must be operative for all locations with continental United States and Hawaii	Any calls outside of the continental United States and Hawaii	Not applicable	Assess \$500.00 per call place to a number outside the continental United States and Hawaii
1.17	3.2.1.L	The JOTS must ensure that the automated operator function uses the Youth's supervised pre-recorded name to announce the call to the called party	Any announcement to the called party that did not use the Youth's supervised pre-recorded enrollment name	Not applicable	Assess \$500.00 per call that did not use the Youth's supervised enrollment name.
1.18	3.2.1.A, 3.2.1.J, 3.9	The JOTTS must buffer/store up to thirty-six (36) months of completed call detail records and recordings that can be accessed at any time, including real-time. Certain "flagged" records shall be stored and retrievable for the term of the contract.	Any recording or call detail records which is missing or inaccessible	Not applicable	Assess \$500.00 per each missing or inaccessible recording or call detail records

EXHIBIT B - PERFORMANCE MEASURES

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Invoice Adjustment
1.19	3.3	All tablets will have security measures hardened via the firmware	A tablet with a security incident greater than five business days	Resolution will be required within five (5) consecutive business days from the time the Vendor becomes aware of the problem or receipt of the trouble report. The event will be considered resolved or mitigated upon the approval of TJJD's IT Security.	Assess \$500.00 for each hour that failure continues beyond five (5) business days
1.20	3.6	The Vendor completes the full implementation of the telephone system installation and Youth enrollment before the completion date in the Vendor submitted Implementation Plan that is approved by the Agency.	Not applicable	Not applicable	For each calendar day that the telephone system and Youth enrollment is completed for all TJJD facilities and accepted by the Agency before the completion date in the Vendor's submitted Implementation Plan that is approved by the Agency, the Agency will pay the Vendor a bonus of \$500.00 per day, cap five percent (5%) of the total value of the first year the Contract.
1.21	3.6	The Vendor completes the full implementation of the telephone system installation and Youth enrollment on or before the completion date in the Vendor submitted Implementation Plan that is approved by the Agency.	Each day past the mutually agreed timeframe	Not applicable	Assess \$500.00 per day for each day a report is overdue, sixty (60) day cap
2.1	3.8	Each facilities' outgoing circuit bandwidth shall remain operative at all times	Less than twenty percent (20%) of the individual facility's outgoing circuit bandwidth being inoperative	Resolution will be required within twelve (12) consecutive hours from the time the Vendor becomes aware of the problem or receipt of trouble report.	Assess \$250.00 for each hour that the failure continues beyond twelve (12) hours
2.2	3.8	Each facility's telephones shall remain operative at all times	Twenty percent (20%) or more of the individual facility's telephones being inoperative	Resolution will be required within twenty-four (24) consecutive hours when ten percent (10%) or more of the telephones are inoperative from the time the Vendor becomes aware of the problem or receipt of trouble report.	Assess \$250.00 for each hour that the failure continues beyond twenty-four (24) hours

EXHIBIT B - PERFORMANCE MEASURES

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Invoice Adjustment
2.3	3.8	All workstations and printers at all locations remain operative	More than one, but not all workstations or printers at a site being inoperative	Resolution will be required within thirty (30) consecutive hours from the time the Vendor become aware of the problem or receipt of trouble report.	Assess \$250.00 for each hour that the failure continues beyond thirty (30) hours
2.4	3.2.1.N, 3.2.1.P	All calls shall be made within the calling schedule (telephones are active from 7:00 am to 8:00 pm Central Time)	Any call made outside of the calling schedule	Not applicable	Assess \$250.00 per call made outside of the calling schedule
2.5	3.2.1.B, 3.2.1.N	Each telephone call shall be automatically terminated after the TJJJ approved during limit is reached	Any call not terminated after the TJJJ approved duration limit is reached	Not applicable	Assess \$250.00 per call not terminated after the TJJJ approved duration limit is reached
2.6	3.2.1.L	The JOTTS must allow the called party's response via DTMF input indicating if they are willing to accept the call.	Any call completed without positive acceptance by the called party	Not applicable	Assess \$250.00 per call completed without positive acceptance by the called party
3.1	3.2.1.U, 3.8	All eMessaging PC workstations, monitors or printers/scanners shall remain operative.	Any eMessaging CPU, monitor or printer/scanner failure	Resolution will be required within twenty-four (24) consecutive hours from the time the Vendor becomes aware of the problem or receipt of trouble report	Assess \$125.00 per day if resolution is not completed within twenty-four (24) consecutive hours; sixty (60) day cap.
3.2	3.4.2	In the event a position becomes vacant, the Vendor shall fill the vacant position within sixty (60) calendar days	More than sixty (60) calendar days taken to fill a vacant position	Not applicable	Assess \$125.00 a day for each day the position is vacant beyond an initial sixty (60) calendar day period, ninety (90) day cap
3.3	4	Routine, "ad hoc" and special request reports shall be delivered no later than 3 business 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 Vendor will work with the Agency to provide the report in a reasonable and mutually agreed timeframe.	Each day past the mutually agreed timeframe	Not applicable	Assess \$125.00 per day for each day a report is overdue, sixty (60) day cap

EXHIBIT B - PERFORMANCE MEASURES

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Invoice Adjustment
3.4	3.7	The Vendor shall provide training throughout the term of the Contract within (15) days for each of the Agency's request(s) for training	Each day past the fifteen (15) days	Not applicable	Assess \$125.00 per day for per day for each day past the fifteen (15) day requirement
3.5	3.2.1.G	The Vendor will provide monthly reports as determined by the Agency for each facility no later than the 15 th day of the month following the end of the previous calendar month	More than one (1) day overdue	Not applicable	Assess \$125.00 per day foreach day the monthly report is late, sixty (60) day cap
3.6	3.2, 7.2	Only completed telephone calls are to be billed from the time that the end user accepts the call and the conversation begins. Incomplete calls are not billable.	Any incomplete call billed	Not applicable	Assess \$125.00 per incomplete call billed
4.1	3.4.2, 3.6.1	Superior customer service is a priority to the Agency. The Vendor will provide timely customer service to Youth's family	Untimely response to customer requests	Vendor must respond within two (2) business days to all customer service requests escalated to the TJJD Contract Manager	Assess \$100.00 per day for each day past two (2) business days that response has not been provided, sixty (60) day cap
4.2	3.2.1.C	The JOTTS shall be configured to ensure a minimum of two (2) telephones for each dorm pod is provided and maintained at each facility	Less than two (2) telephones active on a dorm pod	Not applicable	Failure to provide the requested minimum phones within the agreed upon timeframe will be assessed \$100.00 for each day the minimum is not met, sixty (60) day cap
5.1	3.8	All Youth telephone assistance requests will be processed and responded to in the mutually agreed timeframe	Unresolved within the allotted timeframe	Resolution will be required in twenty-one (21) calendar days based on twenty-four (24) hour days	Assess \$75.00 per day starting the first consecutive day past the required resolution time, sixty (60) day cap

EXHIBIT B - PERFORMANCE MEASURES

Priority	Identifier	Performance Requirements	Unacceptable	Resolution Time	Invoice Adjustment
5.2	3.2.1.D, 3.6.1	Each eligible Youth will be supervised, enrolled/re-enrolled, and verified, in-person, by the Vendor's personnel. The Vendor will ensure during the voice biometric enrollment/re-enrollment process that the "Youth Enrollment" utterance only includes the Youth speaking his/her first name, last name (and middle name/initial if desired) as currently on record in TJJD and the "Facility Utterance" only includes the Youth speaking "Texas Juvenile Justice Department"	Failure to personally supervise voice biometric enrollment/re-enrollment and validate the use of proper TJJD Youth name and Facility Enrollment phrase	Not applicable	Assess \$75.00 for each unacceptable enrollment/re-enrollment that exceeds a minimum of fifteen (15) or 3% of voice prints sampled per month by the Agency, whichever is greater

Footnotes:

1. No revenue/payment adjustment shall exceed five percent (5%) of the total gross revenue for month(s) in which the non-compliance occurred.
2. Any time more than one revenue/payment adjustment is being applied, the total adjustment shall not exceed ten percent (10%) of the total Gross Revenue for the month(s) in which the non-compliance occurred.
3. Total accumulated revenue/payment adjustments in a fiscal year shall not exceed ten percent (10%) of the total Annual Gross Revenue in that fiscal year.
4. Assessments will not apply if non-compliance is determined to be a force majeure event as documented in the contractual agreement.
5. A single non-compliant event that affects other priorities will be assessed only at the highest priority level.
6. Assessments will be based on system operational hours of 7:00 a.m. to 10:00 p.m. Central Standard Time when site access is required to resolve the issue; with the exception of Priority 1.14.

EXHIBIT C - PRICE FORM

Response of: Securus Technologies, LLC
(Respondent Company Name)

Ref.: Juvenile Offender Telephone System **RFO No.:** 644-22-022322

Having carefully examined all the specifications and requirements of this SOW and any attachments thereto, the Respondent proposes to furnish the technical services required pursuant to SOW for the following JOTTS services.

Base Period (10/16/2023 – 8/31/2026)

Service Type	Rate Unit	Rate Amount
Prepaid Calls	Unlimited phone calls from phone or tablet	\$16,250 per month
eMessaging	Unlimited eMessaging and Text	\$9,750 per month
Tablet Services	Access for all individuals to media services (music, movies, games, TV etc.)	\$7,781 per month
Bundled Services (indicate services being bundled)	Unlimited video connect from 79 wall mounted terminals	\$20,150 per month
*Additional Services/Equipment	Add or subtract video terminals prior to installation	\$255 per month per terminal added or subtracted

Option Period 1 (9/1/2026 – 8/31/2028)

Service Type	Rate Unit	Rate Amount
Prepaid Calls	Unlimited phone calls from phone or tablet	\$15,438 per month
eMessaging	Unlimited eMessaging and Text	\$9,263 per month
Tablet Services	Access for all individuals to media services (music, movies, games, TV etc.)	\$7,391 per month
Bundled Services (indicate services being bundled)	Unlimited video connect from 79 wall mounted terminals	\$10,075 per month
*Additional Services/Equipment	Additional video terminals	\$7,000 (one time cost) per video terminal

Option Period 2 (9/1/2028 – 8/31/2030)

Service Type	Rate Unit	Rate Amount
Prepaid Calls	Unlimited phone calls from phone or tablet	\$14,666 per month
eMessaging	Unlimited eMessaging and Text	\$8,799 per month
Tablet Services	Access for all individuals to media services (music, movies, games, TV etc.)	\$7,022 per month
Bundled Services (indicate services being bundled)	Unlimited video connect from 79 wall mounted terminals	\$9,571 per month
*Additional Services/Equipment	Additional video terminals	\$7,000 (one time cost) per video terminal

Option Period 3 (9/1/2030 – 8/31/2032)

Service Type	Rate Unit	Rate Amount
Prepaid Calls	Unlimited phone calls from phone or tablet	\$13,932 per month
eMessaging	Unlimited eMessaging and Text	\$8,359 per month
Tablet Services	Access for all individuals to media services (music, movies, games, TV etc.)	\$6,671 per month
Bundled Services (indicate services being bundled)	Unlimited video connect from 79 wall mounted terminals	\$9,093 per month
*Additional Services/Equipment	Additional video terminals	\$7,000 (one time cost) per video terminal

*Additional Services/Equipment – Vendor identified services or equipment that are required in order for the Vendor to provide their proposed solution that do not fall under the cost categories listed.

*All pricing is contained in this pricing offer is negotiable and can be lowered by the agency paying for infrastructure and labor to install up-front and over the life of the relationship.

**EXHIBIT D
TERMS AND CONDITIONS**

1. Americans with Disabilities Act and Equal Employment Opportunity

Service Provider represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

2. Antitrust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Contract, neither I nor any representative of the Service Provider have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Contract, neither I nor any representative of the Service Provider have violated any federal antitrust law; and (3) neither I nor any representative of the Service Provider have directly or indirectly communicated any of the contents of this Contract to a competitor of the Service Provider or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Service Provider.

3. Assignment

Service Provider shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from TJJD. Any attempted assignment in violation of this Section is void and without effect.

4. INTENTIONALLY LEFT BLANK

5. Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code, Service Provider agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

6. Change in Law and Compliance with Laws

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

7. Child Support Obligation Affirmation, Section 231.006, Texas Family Code

Under Section 231.006, Family Code, the vendor or applicant [Service Provider] certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. **FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

8. INTENTIONALLY LEFT BLANK

9. Compliance with Section 572.054, Texas Government Code, Former Officer or Employee of TJJD

Service Provider certifies compliance with Texas Government Code Section 572.054. Service Provider has not employed a former officer or employee of TJJD to perform services on Service Provider's behalf, to secure the contract, or to represent Service Provider in any manner prohibited by Section 572.054. A false certification could result in termination of this contract, withholding of payments, or other sanctions.

10. Compliance with the Prison Rape Elimination Act of 2003 (PREA)

Service Provider shall comply with the Prison Rape Elimination Act of 2003 (PREA) (34 U.S.C. 30301 et seq.) and with all applicable standards, rules, regulations, and TJJD policies related to PREA. Service Provider shall make itself familiar with and at all times shall observe and comply with all PREA regulations which affect performance in any manner under this contract. Failure to comply with PREA standards, rules, regulations, and TJJD policies may result in termination of this contract.

11. INTENTIONALLY LEFT BLANK

12. Confidentiality and Security

Section 1: Service Provider agrees that all of its employees, contractors, subcontractors, or associates will comply with all state and federal law and with TJJD policies regarding maintaining the confidentiality of TJJD youth, including, but not limited to, maintaining confidentiality of student records and identifying information.

Section 2: Service Provider agrees that all information regarding TJJD and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential and subject to release only by permission of TJJD.

Section 3: Service Provider's employees, contractors, subcontractors, or associates who visit any TJJD facility will comply with that facility's security regulations.

Section 4: Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by Service Provider without the written consent of TJJD, of the youth and, if under age 18, of the youth's parent, guardian, or managing conservator.

13. Contract Amendment and Merger Clause

This contract encompasses the complete and entire agreement of the parties. Neither party has made nor relied on any representations, stipulations, or agreements other than those expressly contained in this contract. No other contracts or agreements, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of this contract. This contract may only be amended or supplemented in a writing, executed by the parties hereto or their successors, and expressly made a part of this contract, except that TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors, change TJJD contract identification number, or increase the "not to exceed" amount (if applicable) necessary for continuation of services.

14. Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Service Provider agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the TJJD for the duration of the contract, (2) promptly provide to the TJJD any contracting information related to the contract that is in the custody or possession of the Service Provider on request of the TJJD, and (3) on termination or expiration of the contract, either provide at no cost to the TJJD all contracting information related to the contract that is in the custody or possession of the Service Provider or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the TJJD. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Service Provider agrees that the contract can be terminated if the Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

15. COVID-19 Vaccine Passport Prohibition

Service Provider certifies that 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 Service Provider's business. Service Provider acknowledges that such a vaccine or recovery requirement would make Service Provider ineligible for a state-funded contract.

16. Critical Infrastructure Affirmation and Subcontracts

Pursuant to Government Code Section 2274.0102, Service Provider certifies that neither it nor its parent company, nor any affiliate of Service Provider 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 Government Code Section 2274.0103, or (2) headquartered in any of those countries. For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure.

Pursuant to Section 113.002 of the Business and Commercial Code, Service Provider shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Service Provider will notify the Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

17. Cybersecurity Training

Service Provider represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

18. Damage to Government Property

Service Provider shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. Service Provider shall notify the TJJD in writing of any such damage within one (1) calendar day. Service Provider is responsible for the removal of all debris resulting from work performed under the contract.

19. Data Management and Security Controls

In accordance with Section 2054.138 of the Texas Government Code, Service Provider certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of Service Provider's compliance with the required controls.

20. Dealings with Public Servants Affirmation

Pursuant to Section 2155.003 of the Texas Government Code, Service Provider represents and warrants that it has not given, offered to give, nor intends 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 the contract.

21. Debts and Delinquencies Affirmation

Service Provider agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

22. Disaster Recovery Plan

In accordance with 13 TAC § 6.94(a)(9), Service Provider shall provide to TJJD the descriptions of its business continuity and disaster recovery plans if it has or is to have custody of vital state records.

23. INTENTIONALLY LEFT BLANK

24. Disentanglement Services

(a) The following definitions are incorporated into the contract and relevant to this Article:

- (1) **Disentanglement Period** - the period of time during and after the contract terminates that is necessary to provide disentanglement services.
- (2) **Disentanglement Services** - the obligations of each party imposed upon notice of contract termination or expiration that are designed to extract and protect proprietary data, databases, and structure.

(b) Service provider must provide disentanglement services as soon as possible after Notice of Contract Termination or contract expiration. The disentanglement period shall be for one month unless otherwise agreed upon. If disentanglement services cannot be completed during the agreed disentanglement period, Service provider must notify TJJD in writing 14 days before the end of the disentanglement period and must include an explanation of the cause for delay and a proposed timeframe for completion.

(c) Disentanglement services that Service provider must provide include: (1) Up-to-date documentation of data format and structure; and (2) documentation of what, if any, of Service provider's proprietary information is embedded within TJJD data. Service provider should also provide TJJD with their proprietary data in the same format and structure as used in Service provider's system before Contract Termination. If Service provider is unwilling to provide data in the same format and structure, then Service provider must work with TJJD or a 3rd party of TJJD's choice to provide the data and appropriate documentation in an acceptable alternate format agreed to by TJJD. After completion of the aforementioned obligations, TJJD shall continue to allow Service provider access to its shared servers so Service provider may uninstall their software, databases, and proprietary data and information. After removal of all proprietary data, Service provider shall confirm removal with written certification of such.

(d) Both parties shall have full access to shared servers, including source code and technical documentation, during the disentanglement period. If any disagreement between the parties arises before disentanglement services are completed, both parties shall continue to have full access while seeking resolution.

(e) Confidentiality requirements, restrictions on use of data, and intellectual property rights described in the contract remain effective until disentanglement services are completed.

25. Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

26. INTENTIONALLY LEFT BLANK

27. Drug-Free Workplace

Service Provider represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

28. E-Verify Program

Service Provider certifies that for contracts for services, Service Provider shall utilize the U.S. Department of Homeland Security's E-Verify system (E-Verify) during the term of the contract to determine the eligibility of:

1. all persons employed by Service Provider to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Service Provider to perform work pursuant to the contract within the United States of America.

Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy screenshot of the confirmation that Service Provider is enrolled in E-Verify. Service Provider shall provide, upon written request by the TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Service Provider employee, subcontractor, and subcontractor employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.

If it is determined that Service Provider has violated the certifications set forth in this provision, then (1) Service Provider shall be in breach of contract, (2) TJJD shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TJJD under the contract, Service Provider shall be responsible for all costs incurred by TJJD to obtain substitute services to replace the terminated contract.

29. Energy Company Boycotts

If Service Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Service Provider verifies that Service Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Service Provider does not make that verification, Service Provider must so indicate in its Response and state why the verification is not required.

30. Entities that Boycott Israel

Pursuant to Section 2270.002 of the Texas Government Code, Service Provider certifies that either: (i) it meets an exemption criterion under Section 2270.002; or (ii) that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by 808.001(1) of the Texas Government Code.

31. Equal Employment Opportunity

Service Provider represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

32. Excess Obligations Prohibited - Funding Out Clause

The contract is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds.

33. Excluded Parties

Service Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 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.

34. Executive Head of a State Agency Affirmation

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Service Provider certifies that it is not (1) the executive head of TJJD, (2) a person who at any time during the four years before the date of the contract was the executive head of the TJJD, or (3) a person who employs a current or former executive head of TJJD.

35. False Statements

Service Provider represents and warrants that 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.

36. Federal Confidentiality Compliance

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Service Provider certifies compliance with these federal requirements for confidentiality (42 USC 290dd-2; 42 CFR Part 2) and agrees to comply with said requirements for so long as this contract is in force.

37. Financial Participation Prohibition Affirmation

Under Section 2155.004, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

38. Fingerprinting and Background Check

A. Unless Service Provider is addressed in Section B below, Service Provider shall:

1. As directed, provide information regarding persons providing services under this contract with access to TJJD youth or youth records for a criminal background checks, which may include fingerprinting, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check, and drug test. Criminal background checks shall be conducted at TJJD's expense. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this contract. Any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall not work under this contract until the criminal background check is completed and approval is obtained from TJJD's Director of Human Resources.
2. Notify TJJD's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker who works with TJJD youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker shall be immediately suspended from working under this contract unless authorized by TJJD's Director of Human Resources.

B. Service Provider Licensed by the Texas Department of Family and Protective Services

1. Employees, contractors (including subcontractors), or volunteers who provide services in a facility that contracts to accept TJJD youth and that is licensed by the Department of Family and Protective Services (DFPS) must, in order to work with TJJD youth, obtain clearance under DFPS background check rules. Further:
 - a. Service Provider must provide sufficient information to allow TJJD to verify DFPS clearance; and
 - b. Service Provider must notify TJJD's Director of Human Resources **within 24 hours** of learning of the arrest of any employee, contractor (including subcontractor), or volunteer.

C. TJJD Approval

TJJD will approve or deny any Service Provider employee, agent, consultant, subcontractor, subcontractor employee, or volunteer worker in accordance with TJJD policies and procedures. TJJD's designated contact for criminal background checks is the Human Resources Department, Manager of Criminal Background Checks, (512) 490-7674.

39. Firearm Entities and Trade Association Discrimination

If Service Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Service Provider verifies that 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 Service Provider does not make that verification, Service Provider must so indicate in its Response and state why the verification is not required.

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41. Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits TJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Service Provider certifies that it is not ineligible to receive the contract.

42. Former Agency Employees

Service Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of TJJD during the twelve (12) month period immediately prior to the date of execution of the contract.

43. Franchise Taxes

Section 1: Service Provider certifies that should Service Provider be subject to payment of Texas franchise taxes, all franchise taxes are current. If such certification is false, this contract may be terminated at the option of TJJD or other sanctions may be exercised.

Section 2: If Service Provider is exempt from payment of Texas franchise taxes, Service Provider shall so indicate by attachment to this contract.

Section 3: If Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, Service Provider will notify TJJD within twenty-four (24) hours. If such delinquency cannot be cured within twenty-four (24) hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, this contract may be terminated at the option of TJJD or other sanctions may be exercised under the provisions of this contract.

44. Governing Law and Venue

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 TJJD.

45. Human Trafficking Prohibition

Under Section 2155.0061, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

46. Indemnification (General)

SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJD, 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 SERVICE PROVIDER 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 SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SERVICE PROVIDER AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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49. Independent Contractor - Relationship of the Parties

The contract shall not create any joint venture, partnership, agency, or employment relationship between Service Provider and TJJD. Service Provider and Service Provider's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Service Provider nor TJJD is an agent of the other and neither may make any commitments on the other party's behalf. Should Service Provider subcontract any of the services required in the contract, Service Provider expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Service Provider. In no event shall this provision relieve Service Provider of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

Service Provider agrees and acknowledges that during the existence of the contract, Service Provider shall be entirely responsible for the liability and payment of Service Provider's and Service Provider's employees' taxes of whatever kind, arising out of the performance of the contract. Service Provider agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TJJD shall not be liable to Service Provider, 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 TJJD or other state employee. Service Provider shall have no claim against TJJD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Further, Service Provider shall indemnify and hold harmless TJJD, state agencies, the State of Texas, and/or their employees, agents, representatives, and/or assignees from any liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses relating to tax liability, unemployment insurance, and/or workers' compensation payments.

50. Insurance

Section 1: Service Provider shall maintain liability insurance in the amount of \$1,000,000.00 for each occurrence of negligence. The insurance must also cover injury to a youth that occurs when the youth is in Service Provider's care, custody, or control.

Section 2: Service Provider shall provide the TJJD Contracts Department proof of insurance listing TJJD as an additional insured upon contract execution, upon insurance renewal if coverage expires during the contract term (including contract extensions, if any), and upon request.

Section 3: The required insurance coverage, in the above-stated amount, must be maintained during the term of this contract and through any subsequent extensions. Failure to maintain the required insurance coverage may result in termination of this contract or sanctions.

51. Legal and Regulatory Action

Service Provider represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Service Provider or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Service Provider's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJD's consideration of the Response. If Service Provider is unable to make the preceding representation and warranty, then Service Provider instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Service Provider's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to TJJD's consideration of the Response. In addition, Service Provider represents and warrants that it shall notify TJJD in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update TJJD shall constitute breach of contract and may result in immediate termination of the contract.

52. Limitation on Authority

Service Provider shall have no authority to act for or on behalf of TJJD or the State of Texas except as expressly provided for in the contract; no other authority, power or use is granted or implied. Service Provider may not incur any debt, obligation, expense or liability of any kind on behalf of TJJD or the State of Texas.

53. Lobbying Prohibition

Service Provider represents and warrants that TJJD's payments to Service Provider and Service Provider's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

54. Media Releases

Service Provider shall not use TJJD's name, logo, or other likeness in any press release, marketing material, or other announcement without TJJD's prior written approval. TJJD does not endorse any vendor, commodity, or service. Service Provider is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without TJJD's prior written consent, and then only in accordance with explicit written instructions from TJJD.

55. No Conflicts of Interest

Service Provider represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create the appearance of impropriety. Service Provider has disclosed in writing to TJJD all existing or potential conflicts of interest relative to the performance of the contract. And if circumstances change during the course of the contract, Service Provider shall promptly notify TJJD.

56. No Implied Waiver

The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

57. No Quantity Guarantees

TJJD makes no express or implied warranty whatsoever that a minimum compensation or minimum quantity will be guaranteed under this contract.

58. No Third-Party Beneficiaries

The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

59. Notice

Any written notice required under this contract will be either through hand delivery or by U.S. Mail, certified, return receipt requested, to Service Provider at the address indicated on page 1 of the contract and to TJJD at Texas Juvenile Justice Department, Office of General Counsel, P.O. Box 12757, Austin, Texas 78711-2757 or 1711 San Jacinto Blvd., Austin Texas 78701.

60. Notice of Changes

Section 1: Service Provider shall notify TJJD immediately in writing in advance of any significant change affecting Service Provider, including, but not limited to, change of Service Provider's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and any other significant changes that may affect the delivery of services under the terms of this contract.

Section 2: Service Provider shall not transfer or assign this contract or enter into any subcontract for the services under this contract without prior written approval from TJJD.

Section 3: Service Provider shall not relocate the services provided under this contract from the location stated in the preamble, if applicable, without prior written approval from TJJD and a certification that the location to which services are to be relocated is in compliance with Chapter 244, Texas Local Government Code, if applicable.

61. Permits, Certifications, and Licenses

Service Provider represents and warrants that it has determined what licenses, certifications, and permits are required under the contract and has acquired all applicable licenses, certifications, and permits and shall maintain them as necessary throughout the term of the contract.

62. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Service Provider certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

63. Prompt Payment

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

64. Property Rights

For purposes of the contract, the term "Work" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract. Agency and Respondent intend this agreement to be a contract for the services and each considers the Work and any and all documentation or other products and results of the services to be rendered by Respondent to be a work made for hire. Respondent and Respondent's employees will have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of Agency. Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of Agency. If for any reason the Work would not be considered a work-for-hire under applicable law, Respondent does hereby sell, assign, and transfer to Agency, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Respondent agrees to execute all papers and to perform such other property rights, as Agency may deem necessary to secure for Agency or its designee the rights herein assigned. In the event that Respondent has any rights in and to the Work that cannot be assigned to Agency, Respondent hereby grants to Agency an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the first calendar day after the termination or expiration of the contract or upon Agency's request, Respondent shall deliver to Agency all completed, or partially completed, Work and any and all documentation or other products and results of the services. Failure to timely deliver such Work or any and all documentation or other products and results of the services will be considered a material breach of the contract. Respondent will not make or

retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of Agency.

65. Public Information Act

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Service Provider 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.

66. Problem Solving in the Ordinary Course of Business

Section 1: The parties to the contract shall use the procedures contained in this provision for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of the contract, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used.

Section 2: Informal Resolution: Service Provider and TJJD staff will communicate regularly and engage in informal problem-solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, Service Provider and TJJD staff are encouraged to utilize the following mechanism to resolve problems.

Section 3: Formal Resolution:

1. Service Provider or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution (Statement of Problem).
2. The Statement of Problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
3. Problems are to be addressed within ten (10) working days; a written decision will be sent to the individual or program that submitted it, with copies retained by the designated contact and the designated contact's supervisor.

Section 4: Appeal: Service Provider or TJJD staff desiring to appeal the decision may do so in writing, within ten (10) working days from the date of written decision, by providing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was originally addressed by the designated contact, or to TJJD's Office of General Counsel if the problem was addressed by the designated contact's supervisor. When appealed, the problem shall be addressed within fourteen (14) working days, with written responses sent to the individual or program who submitted it, and copies retained by the designated contact, the designated contact's supervisor, and TJJD's Office of General Counsel.

67. Required Disclosure of Lobbyist Activity and Certificate of Interested Parties

Service Provider agrees that if, at any time during the term of the contract, an employee, director, subconsultant, or subcontractor of Service provider is required to register as a lobbyist under Texas Government Code Chapter 305, Service provider shall notify TJJD and provide timely copies of all reports filed with the Texas Ethics Commission, as required by Chapter 305.

Additionally, pursuant to House Bill 1295 and Texas Government Code Section 2252.908, Service provider must submit a Certificate of Interested Parties or disclosure of interested parties on a form prescribed by the Texas Ethics Commission, currently identified as Form 1295. Prior to submission of this signed contract to TJJD, Service provider must file Form 1295 through the online filing application process on the Texas Ethics Commission website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. TJJD will acknowledge Service provider's Form 1295 within thirty (30) days of submission.

68. Restricted Employment for Certain State Personnel

Pursuant to Section 572.069 of the Texas Government Code, Service Provider certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or

contract negotiations for TJJD involving Service Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

69. Restriction on Possession of Weapons

Service Provider agrees that Service Provider or any employees, contractors, subcontractors, or associates providing services on behalf of Service Provider shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering services to TJJD youth under this contract. This prohibition includes the carrying of a handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Service Provider shall be under an affirmative duty to keep weapons out of the possession of TJJD youth in Service Provider's care.

70. Sanctions

Section 1: In addition to its authority to terminate this contract under the termination provision or other provisions of this contract, TJJD, based on information from monitoring or other verifiable sources, may take other actions including, but not limited to:

1. Requiring Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
2. Recouping payment made to Service Provider; and/or
3. Imposing recommendations from audit or investigative findings, and minor or major sanctions; and/or
4. Recovery of damages to the extent allowed by Texas law for each instance of non-compliance; and/or
5. Suspending, placing into abeyance, or removing any contractual rights including, but not limited to, withholding payment.

Section 2: Service Provider shall fully cooperate with TJJD and its authorized representatives in carrying out corrective action plans.

71. Severability

If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

72. Signature Authority

Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this contract. This contract shall be binding upon and shall inure to the benefit of TJJD and Service Provider and to their representatives, successors, and assigns.

73. Sovereign Immunity

The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the TJJD or the State of Texas of any immunities from suit or from liability that the TJJD or the State of Texas may have by operation of law.

74. Specifications

Service Provider shall provide services in accordance with the specifications contained in this contract. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. Substitutions cannot be made without TJJD prior approval. TJJD will decide the rate of progress of the work and the acceptable fulfillment of services on the part of Service Provider.

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76. State Auditor's and TJJD's Right to Audit

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by Service Provider or any other entity or person 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, Service Provider or other 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. Service Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

Service Provider shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TJJD and State of Texas requirements. Service Provider shall maintain all such documents and other records relating to this contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions or contract issues, whichever is later. Service Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by TJJD, the State of Texas, or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TJJD and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TJJD or the State of Texas. Service Provider's failure to comply with this provision shall constitute a material breach of this contract and shall authorize TJJD to immediately terminate and/or assess liquidated damages to the extent allowed by Texas law. TJJD may require, at Service Provider's sole cost and expense, independent audits by a qualified certified public accounting firm of Service Provider's books and records or the State's property. The independent auditor shall provide TJJD with a copy of such audit at the same time it is provided to Service Provider. TJJD retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this contract.

The contract may be amended unilaterally by TJJD to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

77. Subcontractors

Service Provider may not subcontract any or all of the work and/or obligations due under this contract without prior written approval of the TJJD. Subcontracts, if any, entered into by the Service Provider shall be in writing and be subject to the requirements of this contract. Should Service Provider subcontract any of the services required in this contract, Service Provider expressly understands and acknowledges that in entering into such subcontract(s), TJJD is in no manner liable to any subcontractor(s) of Service Provider. In no event shall this provision relieve Service Provider of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with this contract.

78. Survival

Expiration or termination of the contract for any reason does not release Service Provider from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

79. Suspension and Debarment

Service Provider 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.

80. Taxes

Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate will be furnished upon written request to TJJD. Service Provider represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Service Provider or its employees. TJJD shall not be liable for any taxes resulting from the contract.

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83. Termination

Section 1: Service Provider may terminate the contract for convenience by giving one hundred eighty (180) calendar days' written notice to TJJD.

Section 2: TJJD may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if TJJD terminates early, except to the extent Service Provider has not yet recovered the actual cost of its initial capital investment to install JOTTS. In such case, Service Provider will continue to invoice TJJD on a monthly basis until such time as Service Provider has recovered its actual cost, or accept a lump-sum payment for any unrecovered actual cost. Upon termination under this provision, Service Provider shall refund to TJJD any amounts attributable to the terminated months within thirty (30) days of the termination.

Section 3: TJJD shall terminate this contract in the event that TJJD is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

Section 4: Cause/Default/Breach: If Service Provider fails to provide the goods or services contracted for according to the provisions of this contract, or fails to comply with any terms or conditions of this contract, TJJD may, upon written notice of default or breach to Service Provider, immediately terminate all or any part of this contract. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, by law, or under this contract. TJJD may exercise any other right, remedy, or privilege available to it under applicable law or may proceed by appropriate court action to enforce the provisions of this contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless TJJD notifies Service Provider in writing prior to the exercise of such remedy. Service Provider shall be liable for all costs and expenses, including court costs, incurred by TJJD with respect to the enforcement of any of the remedies listed herein.

84. Unfair Business Practices

Service Provider represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Service Provider has not been found to be liable for such practices in such proceedings. Service Provider 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.

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