

C O N T R A C T**Services/ Commodity:** Inmate Telephone System/Services for the Department of Corrections.**Reference Number:** CKS-6206**Contract Number:** 410001-M19-CKS6206-RFP-01**I. PARTIES TO THE CONTRACT**

- A. This contractual agreement is between the State of Wisconsin, Department of Corrections (DOC), whose principal business address is 3099 East Washington Ave., P.O. Box 7925, Madison, WI 53707-7925, and CenturyLink Public Communications, Inc. (CenturyLink), whose principal business address is 600 New Century Pkwy, New Century, KS 66031 (the Contractor).
- B. The DOC employees responsible for administration of this Contract will be John Shanda and Ted Hocevar ("Contract Administrators"). The Contract Manager for this agreement will be Russell Bowe, Purchasing Agent Senior. In the event that the Contract Administrators and/or the Contract Manager are unable to administer this agreement, DOC will contact Contractor and designate a new Contract Administrator(s) and/or Contract Manager.

II. CONTRACT TERM

This contractual agreement ("Contract") shall become binding upon the date that both parties have signed it. The initial contract term will commence upon successful installation and acceptance of the inmate phone system by the Department of Corrections. The initial term of the contract is five years, with the potential for five one-year renewals, upon the mutual written agreement of both parties.

III. CONTRACT AUTHORITY

This Contract is entered under the authority of Wis. Stats.16.75 and Wis. Adm. Code Chapter Adm 10.

IV. DELIVERABLES

The Contractor will deliver an Inmate Telephone Service/System as described in the 261-page Attachment C, as clarified by the 21-page Attachment H dated January 23, 2018, the 7-page Attachment I dated February 5, 2018, and the minutes of the DOC/CenturyLink Inmate Phone System meeting held September 20, 2018 (Attachment B). Contractor will deliver the Inmate Telephone Service/System to the facilities listed in the 1-page Attachment A. The estimated timeline and implementation plan shall be as set forth in Attachment J.

V. CONTRACTED PER MINUTE RATE AND FEES

- A. Division of Juvenile Corrections (DJC) will have separate contract pricing of \$0.01 cent per minute with no commission/fee being paid to DOC.
- B. All other Contract pricing will be \$0.06 cents per minute. DOC receives \$0.04 cents and CenturyLink receives \$0.02 cents, with payments to DOC calculated as follows: CenturyLink will pay DOC 66.67% of the total revenue received for inmate calls. This Section V.B will replace and substitute for any other per minute cost per call and commission calculation contained in or incorporated by reference into this Contract, including but not limited to the Cost Sheet attached to CenturyLink's "Proposal" dated November 6, 2017, which is identified as Attachment G and which is labeled "Attachment A, Amendment #3, Inmate Phone System RFP CKS-6206, Cost Sheet."

VI. GENERAL PROVISIONS

- A. This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, other than any conflict-of-laws provisions thereof that would otherwise require the application of the law of any other jurisdiction. The Contractor

consents to personal jurisdiction in the State of Wisconsin. The venue for any action hereunder shall be in Dane County, Wisconsin.

- B. Any subsequent addendum to this Contract must be in writing and signed by the parties.
- C. No waiver by either party of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Contract; the failure by either party to insist upon the strict performance of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but the same shall continue and remain in full force and effect.
- D. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this Contract entirely.
- E. The Contractor is prohibited from responding to legal or legislative matters as a representative of DOC. All legal or legislative inquiries requiring a response by DOC are to be referred to DOC Secretary's Office in a timely manner for an appropriate response.
- F. The Contractor agrees to inform DOC within three (3) working days of any inquiry from outside entities. This includes requests for information from the media, legislature, local officials, or other professional organizations. Nothing in this Contract prohibits the Contractor from freely communicating with any entity regarding the services provided to the extent allowed by confidentiality requirements.
- G. The parties hereto agree that Provider, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of DOC. The Contractor agrees to take such steps as may be necessary to ensure that each of its sub-Contractors will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DOC. Furthermore, neither DOC nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligations of any kind, express or implied, for or on behalf of the other in any way whatsoever.
- H. Any and all notices or other communications necessary or desirable shall be sent to the parties below by email:
 - (i) If to DOC –
Department of Corrections, DOC
Contract Administrators: John Shanda and Ted Hocevar
Telephone number: (608) 240-5666 and (920) 526-9208
Email address: John.Shanda@wisconsin.gov and Ted.Hocevar@wisconsin.gov
Contract Manager: Russell Bowe
Telephone number: (608) 240-5538
Email: Russell.Bowe@wisconsin.gov
 - (ii) If to Contractor-
Attention: Barry Brinker
Company: CenturyLink Public Communications
Telephone number: (503) 990-6466
Email address: Barry.E.Brinker@centurylink.com

VII. RECORDS

- A. Contractor shall maintain such records as are required by State and Federal law and shall comply with all applicable confidentiality laws and requirements pertaining to said records and the information contained therein.

- B. Contractor will allow inspection of records, insofar as is permitted by State and Federal law, by representatives of DOC and its authorized agents, and Federal agencies, in order to confirm Contractor's compliance with the specifications of this Contract.
- C. The Contractor agrees to retain and make available to DOC all fiscal records, including providing any documentation requested if there is an any audit(s) of the contract, including any data needed for a subsequent audit resolution processes.
- D. Contractor agrees to have a written policy on confidential destruction of all records related to this Contract.

VIII. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT

- A. The contents of this contract (including all attachments) and the proposal of the successful proposer, and additional terms agreed to, in writing, by DOC and the Contractor shall become part of the contract.
- B. The following priority for contract documents will be used if there are conflicts or disputes:

- State of Wisconsin standard terms and conditions
- Final Signed Contract including amendments
- Proposer's written RFP proposal document (Attachment C)
- CenturyLink Vendor Demonstration Materials (Attachment H)
- CenturyLink Clarification Response (Attachment I)
- DOC/CenturyLink Meeting Notes (Attachment B)
- Implementation plan (Attachment J)

In WITNESS THEREOF, the undersigned authorized officers have subscribed their names on behalf of the parties to this Contract.

Paul Cooper
 Contractor's Authorized Representative

12/13/2018
 Date

Name: Paul Cooper

Title: Vice President / General Manager

Cathy A. Jess
 Cathy A. Jess, Secretary
 WI Department of Corrections

12/27/2018
 Date