

STATEMENT OF WORK

A. PURPOSE

The terms “shall” and “must” are considered by the California Department of Corrections and Rehabilitation (CDCR) to mean mandatory or required. The terms “may” or “can” are considered to be optional, and are at the discretion of the CDCR.

The purpose of this Statement of Work (SOW) is to define the requirements, responsibilities, tasks, performance expectations, implementation, operation, and management of the CDCR Incarcerated Persons (IPs) Mail Scanning Solution (“Solution”). The Solution shall replace existing physical incoming First-Class Mail processing with a secure, technology driven scanning and digital delivery service that improves safety, enhances operational efficiency, ensures Americans with Disabilities Act (ADA) accessibility, supports investigative needs, and preserves the legal rights of IPs to receive First-Class Mail.

The Solution shall operate using a contractor owned and contractor managed offsite mail processing facility, where all incoming First-Class Mail addressed to IPs will be received, handled, scanned, secured, digitized, retained, and routed according to CDCR requirements. No mail scanning, sorting, digitization, storage, or related processing shall occur on CDCR property.

B. BACKGROUND

The CDCR continues to experience a significant rise in illicit drugs and controlled substances entering institutions through incoming First-Class Mail addressed to IPs. CDCR mailrooms Statewide have repeatedly discovered narcotics and synthetic drugs concealed within envelopes, greeting cards, paper stock, and other mail formats. These substances may be soaked, sprayed, or chemically bonded into paper materials, making detection extremely difficult for personnel using traditional mailroom screening practices.

Illicit substances introduced through the mail system have contributed to increased incidents of violence, IP overdoses, hospitalizations, assaults on staff, and destabilization of institutional operations. These trends present a serious threat to the safety, security, health, and rehabilitative environment of CDCR’s correctional institutions.

Following extensive analysis, CDCR determined that routing all incoming First-Class Mail to a contractor operated offsite facility for screening, scanning, digitization, and secure electronic delivery is the most effective method to reduce contraband-related risks Statewide.

C. OBJECTIVES

The objective of this Statement of Work is to establish a secure, consistent, and efficient Statewide operating model for handling incoming First-Class Mail addressed to IPs by implementing a centralized, offsite mail scanning and digitization service. This model is designed to eliminate contraband introduction through physical mail, enhance institutional safety, reduce operational burdens on CDCR mailrooms, and ensure timely, accessible digital delivery of correspondence.

D. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall be from October 19, 2026, or upon final execution of this Agreement by the CDCR, whichever is later, through January 1, 2030, with two (2) optional one (1) year extensions, consistent with the original Scope of Services and at the contracted rates as referenced in Exhibit B-1, Cost Workbook. The Agreement is structured to include an Implementation Preparation period (75 days), a Proof of Concept (POC) / Pilot Operations period at Richard J Donovan Correctional Facility (RJDCF) (24 months), and Statewide Operations and Maturation period (12 months).

E. SUBCONTRACTING

For any services, including Consulting services awarded by the CDCR, the maximum amount of Subcontracting shall not exceed 40 percent. If the amount of Subcontracting exceeds 40 percent, the responding Contractor must include a letter of explanation which clearly defines the need for further Subcontracting. Any offer or quote submission that is received by the CDCR that indicates more than 40 percent Subcontracting, as noted on the Bidder Declaration GSPD-05-105, and does not include a letter of explanation, will be deemed non-responsive by the CDCR Administrative Evaluation Team, and subsequently disqualified from further evaluation of this offer or quote. In addition, the CDCR Evaluation Team will be the final determining body that approves any Subcontracting of more than 40 percent as indicated on the Bidder Declaration form GSPD-05-105, and that is also accompanied by the Contractor's letter of explanation.

F. TIME AND MATERIALS

The Contractor must follow Payment Provisions guidelines regarding invoicing instructions and requirements as spelled out specifically in Exhibit B.

This Agreement shall be based on Time and Materials and shall be task oriented. Tasks shall be clearly defined in the Scope of Work Section H, and/or Tasks Section L. Time and Material is defined as rates for services that supports the overall effort of this Agreement, noted in Exhibit B-1, in exchange for payment, billed monthly in arrears. Time and Materials/Services are billed in the Fiscal Year the Services are rendered and cannot cross Fiscal Years.

G. CONTRACTOR ONBOARDING

This Agreement excludes standard Contractor onboarding procedures.

1. All Contractor Staff

The following will be required for all contractor staff: Form 2189 (INCARCERATED/PAROLED RELATIVE OR ASSOCIATE NOTIFICATION), and Form 2301 (PREA POLICY INFORMATION FOR VOLUNTEERS AND CONTRACTORS) including Key Staff and Contractor's Staff employed at the offsite mail processing facility. If Contractor Staff disclose relationships to IPs in CDCR custody on Form 2189, the CDCR may at its discretion request the Contractor Staff not be employed in Mail Scanning duties for CDCR.

2. Gate Clearance

Gate clearance for the Contractor's Service Technicians shall be the sole responsibility of the institution and be facilitated and processed by the Institution/Institution CDCR Project Manager for each service request or site visit. In addition, this Section applies to any staff replacements or substitutions.

H. SCOPE OF WORK

The Contractor shall supply all labor, equipment, software, infrastructure, facilities, tools, hosting, security controls, training, maintenance, and operational services necessary to implement, operate, and maintain the Solution for the duration of the Agreement. No scanning, sorting, or mail processing activities shall occur on CDCR property.

The Contractor shall ensure full compliance with CDCR policies, Title 15 regulations, ADA standards, CDCR-Information Technology Contract Management Unit (ITCMU) guidance, Statewide Information Management Manual (SIMM) / Statewide Administrative Manual (SAM) security protocols, and all other applicable Federal and CDCR regulations.

Sections H.1 – H.14 below are high level requirements overviews, the Contractor shall review and respond to the Exhibit A – Attachment 2 Business Requirements and Exhibit A – Attachment 3 Technical Requirements for detailed requirements and the Contractor's approach.

1. Functional Overview

The Solution shall transform physical First-Class Mail into secure digital mail records through:

- a. Offsite mail intake, screening, imaging, and digitization
- b. High resolution scanning of envelopes, content, photos, illustrations, and attachments
- c. Automated routing driven by configurable rulesets
- d. Optical Character Recognition (OCR) and searchable text extraction

- e. Digital delivery to tablets, kiosks, and CDCR administrative systems
- f. Integrated review and investigative workflows
- g. Full audit logging, reporting, and data retention
- h. Secure hosting, backup, encryption, and access control
- i. Statewide operational scalability following proof-of-concept completion

The Contractor shall maintain all infrastructure and operations necessary to support these functions.

2. Offsite Physical Mail Processing Facility Requirements

The Contractor shall maintain and operate a secure offsite facility within the United CDCRs for receiving, handling, storing, scanning, routing, and disposing of all incoming First-Class Mail. The offsite facility shall:

- a. Maintain restricted access, surveillance, alarm systems, and chain-of-custody controls
- b. Protect staff from exposure to harmful substances during intake and screening
- c. Support controlled substance identification workflows
- d. Retain physical mail for no fewer than ninety (90) calendar days
- e. Provide secure destruction according to CDCR requirements
- f. Maintain environmental and operational security aligned with CDCR's Data Sharing Agreement
- g. Ensure all Contractor staff have completed CDCR Form 2189 and Form 2301

3. Mail Intake, Screening, Scanning, OCR, and Classification

a. Mail Intake & Screening

The Contractor shall:

- i. Receive, timestamp, and log all incoming mail
- ii. Open and screen for contraband, and exception handling criteria
- iii. Sort mail for routing to appropriate workflows

b. Scanning Requirements

The Contractor shall:

- i. Scan all envelopes and internal contents at not less than 300 DPI
- ii. Produce clear, ADA compliant digital images
- iii. Ensure complete capture of all sides and attachments
- iv. Perform OCR processing to screen for prohibited content, contraband, coded messages, cash, and sensitive documents

c. Classification Categories

All mail shall be classified as:

- i. Allowed Mail
- ii. Flagged for Review
- iii. Exception Handling
- iv. Potential Controlled Substance Detected

All First-Class Mail shall be fully scanned, OCR'd, classified, and routed within three (3) calendar days of receipt at the Contractor's facility.

4. Controlled Substance / Contraband Workflow

The Contractor shall implement and maintain a complete contraband workflow including:

- a. Automatic designation as "Potential Controlled Substance Detected"
- b. Mandatory secure isolation of physical mail
- c. Chemical testing steps (where used) logged and tracked
- d. Required notifications issued within **one (1) hour** to:
 - i. CDCR Staff
 - ii. Central Operations Captain
 - iii. Investigative Services Unit (ISU)
 - iv. Office of Correctional Safety (OCS)
 - v. Local law enforcement (when pickup is required)
- e. Full chain-of-custody logging
- f. Physical mail transfer to law enforcement
- g. Digital record retention for at least two (2) years
- h. Monthly contraband reporting integrated with CDCR investigative systems

5. Flagged for Review Workflows

- a. Mail shall be flagged when containing:
 - i. Non-English text
 - ii. Images or photos requiring review
 - iii. Encoded or coded content
 - iv. Threats, violence, or gang references
 - v. Specific investigative keywords or monitored senders
 - vi. Signs of tampering or contamination
 - vii. Labelled Return to Sender
- b. Flagged mail shall be routed in the following order:
 - i. CDCR Mailroom Staff
 - ii. Central Operations Captain or Investigative Services Unit
- c. The Contractor shall support CDCR's Title 15 mandate to disposition flagged mail within **seven (7) calendar days**, including:

- i. Queue aging reporting
- ii. Escalation support
- iii. Service Level Agreement (SLA) compliance tracking
- iv. Breach notification if the seven (7) day threshold is at risk

6. Digital Delivery to IPs

The Contractor shall:

- a. Deliver Allowed Mail digitally to tablets/kiosks
- b. Provide envelope images, content images, OCR text, and metadata
- c. Support print request workflows
- d. Send delivery notifications
- e. Maintain ADA compliant digital presentation
- f. Support real time synchronization across devices

7. Exception Handling

a. Exception Handling includes:

- i. Legal documents
- ii. Government documents
- iii. Benefits mail
- iv. Incorrect address routing
- v. Out-to-court or Out-to-hospital handling
- vi. Parole/release forwarding
- vii. Currency and checks

b. The Contractor shall:

- i. Route all exceptions correctly
- ii. Log workflows and timestamps
- iii. Support forwarding and RTS workflows
- iv. Maintain complete audit trails

8. Retention and Export

a. Physical Mail Retention

- i. Retain physical mail not less than ninety (90) days.

b. Digital Retention

- i. Retain all digital records for not less than two (2) years, including: images, OCR text, metadata, audit logs, notifications, staff actions.

c. Retention Compliance

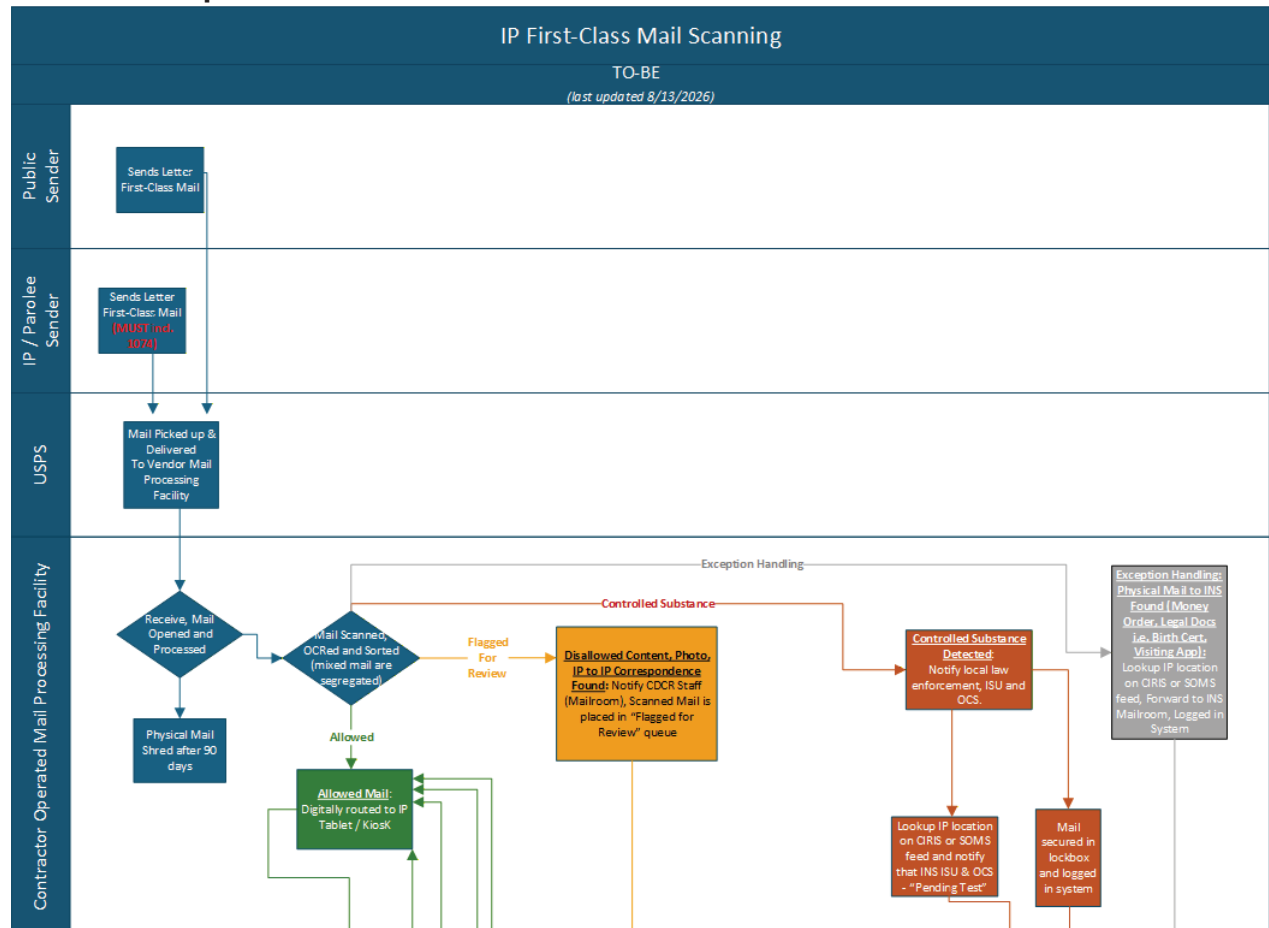
The Contractor shall:

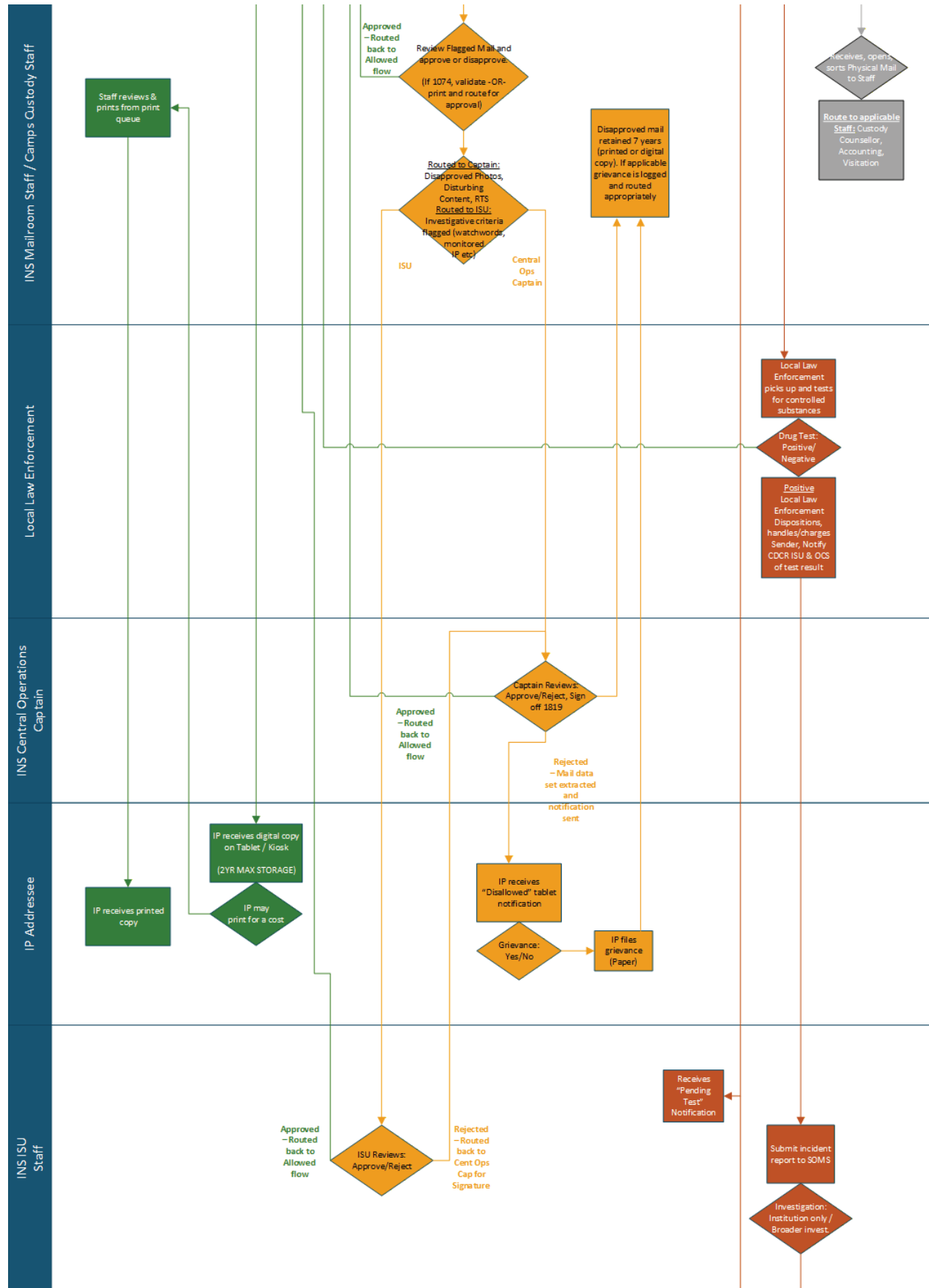
- i. Maintain retention anomaly rate under 0.05% monthly
- ii. Deliver a retention audit plan within 120 days
- iii. Deliver monthly retention audit reports within 180 days
- iv. Support CDCR's seven (7) year Disallowed Mail retention via full export packages

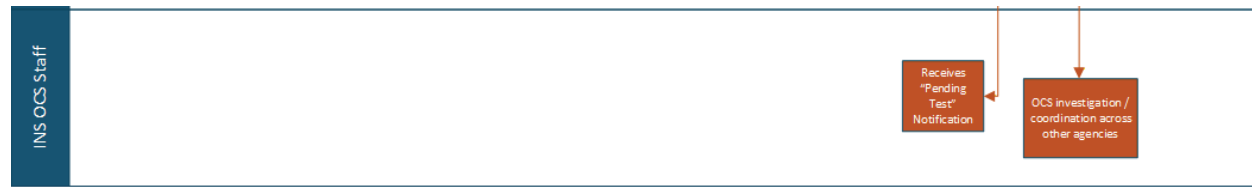
9. Proposed Process Flow Chart

The contractor shall refer to Table 1, the Proposed Process Flow Chart illustration below.

Table 1 : Proposed Process Flow Chart







10. Training

The contractor shall, during normal business hours, as requested by the CDCR Program/Operations Manager, and or the CDCR Selected Representative:

- a. Deliver a minimum of three (3) training sessions, to CDCR Staff Units including but not limited to Custody, Mailroom Operations, Investigative Services Unit, and Office of Correctional Safety
- b. Deliver a minimum of one (1) training session, to CDCR IPs receiving accommodations under the ADA

11. ADA Accessibility Requirements

The Contractor shall:

- c. Maintain WCAG 2.2 AA compliance across all Solution components
- d. Provide ADA training, accommodations, and device accessibility
- e. Support ADA expert assessments
- f. Complete ADA corrections within sixty (60) days
- g. Bear all ADA compliance costs

12. GenAI and Machine Learning Requirements

The Contractor shall:

- a. Disclose all GenAI/Machine Learning (ML) usage
- b. Submit STD1000 GenAI Reporting Factsheet for any GenAI use
- c. Require IP consent to share information for GenAI or ML training
- d. Cease GenAI usage upon CDCR direction
- e. Accept contract amendments adding GenAI provisions
- f. Accept termination for nondisclosure or noncompliance

13. Security Requirements

The Contractor shall comply with:

- a. CDCR Data Sharing Agreement
- b. SIMM 5300 and SAM 5300
- c. NIST 80053 controls
- d. FIPS 140 validated encryption modules

- e. Breach notification within **one (1) hour**
- f. On demand audit logging and reporting

14. Integration Requirements

The Solution shall support integration with:

- a. CDCR tablets and kiosks
- b. Strategic Oversight Management System (SOMS) (as required)
- c. CDCR administrative systems
- d. Reporting and audit platforms

APIs and standard export formats (CSV, XML, JSON, PDF, Excel) shall be provided.

15. System Availability, Monitoring, and Support

The Contractor shall maintain:

- a. $\geq 99.5\%$ system availability
- b. Remote Monitoring and Remote Management capabilities
- c. Realtime event and incident management
- d. Change, configuration, problem, and request management
- e. Knowledge management resources
- f. SLA compliance reporting

16. Reporting

Reporting requirements support transparency, operational oversight, performance accountability, and risk management between the Contractor and CDCR. The Contractor shall provide all required reports in a secure, searchable, filterable, exportable reporting portal accessible to authorized CDCR Staff. Each report must provide CDCR management with actionable insights enabling timely operational decisions, identification of performance deficiencies, assessment of SLA compliance, and determination of required corrective or escalation actions. All reports shall be available in downloadable formats such as .xlsx and .pdf and generated with timestamps using Pacific Standard Time.

Contractor shall refer to Exhibit A-Attachment 2-Business Requirement Matrix and Exhibit A-Attachment 3 Technical Requirements Matrix for additional reporting requirements.

Reporting shall be grouped into the following categories:

- a. SLA Reports

The Contractor shall make all SLA reports available in the reporting portal no later than the **fifth (5th) business day of each month**. SLA reports must

present timely performance indicators, compliance metrics, and any SLA breaches or remediation actions.

i. Executive Monthly SLA Summary Report

Provides monthly SLA performance for all contractual SLAs, including summary of SLA compliance, remediation actions applied, and total financial impacts. Shall include filters allowing fiscal-year SLA performance summaries.

Expected outcome: Enables CDCR executive leadership to quickly identify SLA deficiencies, evaluate financial remedies applied or owed, and determine where vendor escalation or corrective actions are required.

ii. System Availability SLA Report

Reports system uptime and adherence to the System Availability SLA. Must use telemetry from network devices, servers, OS logs, RMM tools, and synthetic transaction monitoring. Impact calculations shall consider outage duration and number of affected facility users to accurately reflect institution scale events.

Expected outcome: Allows CDCR management to verify uptime performance, understand outage scale and impact, prioritize infrastructure improvements, and initiate appropriate escalations or remediation events with the Contractor.

iii. Catastrophic Outage SLA Report

Reports compliance with Catastrophic Outage SLA requirements. A catastrophic outage includes any event causing loss of service at the Contractor's Mail Processing Facility, five or more CDCR facilities, total loss of a Solution component across all facilities, or impacting 20% of all users. Report shall include outage analysis and a link to the required Root Cause Analysis (RCA).

Expected outcome: Supports CDCR leadership decision making by clearly showing outage severity, service impact, and trends, enabling CDCR to review RCA findings, validate corrective actions, and determine if contractual remedies or operational safeguards are necessary.

iv. Notifications SLA Report

Reports timeliness and accuracy of notifications sent to CDCR Staff, IPs, and law enforcement for all events and mail categorizations. Report shall include counts by notification type, timeliness, and recipient group.

Expected outcome: Provides CDCR management insight into notification timeliness and coverage so they can ensure safety-critical alerts are functioning, detect workflow gaps, and require vendor remediation when notification SLAs are not met.

v. First-Class Mail Information Loss SLA Report

Reports all incidents involving loss or damage to First-Class Mail, metadata, photos, or associated audit records. Must detail the number of affected records, type of record, and recovery status.

Expected outcome: Enables CDCR to identify patterns in data loss, assess the severity of missing records, determine whether backup or data-handling processes require adjustment, and initiate contractual remedies or recovery actions.

vi. First-Class Mail Data Retention SLA Report

Reports adherence to retention SLAs, including all correspondence records (images, photos, metadata, audit logs) retained for minimum required periods. Must identify any files not retained, reasons for non-retention, and corrective actions.

Expected outcome: Allows CDCR to verify compliance with required retention periods, identify anomalies that may indicate systemic risks, and determine whether corrective workflow, storage, or audit improvements are needed.

vii. Data Backup and Recovery SLA Report

Reports adherence to data backup SLAs including backup success rate, Recovery Time Objective (RTO), frequency, duration, failed backups, and operational remediation actions.

Expected outcome: Supports CDCR decision-making regarding the Contractor's backup reliability, timeliness of recovery, and overall

resiliency. Enables management to trigger escalations, compliance actions, or disaster-recovery process changes.

b. Operational Reports

Operational reports provide oversight of Solution performance, incident resolution, mail processing efficiency, queue health, and continual improvement.

i. Executive Outage & RCA Reports

Generated upon CDCR request for any significant outage or critical system failure. An initial report shall be provided within 24 hours, followed by a comprehensive RCA within 30 calendar days. Must include outage description, timeline, ticket numbers, impacted facilities or users, Contractor actions, and mitigation plan.

Expected Outcome: Gives CDCR leadership a consolidated view of major outages, enabling them to evaluate response quality, approve or require corrective actions, and determine whether broader infrastructure or vendor changes are warranted.

ii. First-Class Mail Volume Report

Reports mail volume and processing timelines by facility. Must include counts of mail received, scanned, flagged, exception handled, contraband-designated, undeliverable, and returned. Must report timely delivery statistics, delivery-time distribution, and OCR based initial categorizations.

Expected outcome: Allows CDCR to assess workload distribution, forecast staffing or processing needs, identify anomalies in mail trends (e.g., contraband spikes, volume drops), and verify timely delivery compliance.

iii. Flagged for Review Queue Performance Report

Reports volume, throughput, queue depth, reviewer processing rates, time-in-queue, transition times between review levels, and full end-to-end cycle times. Must provide Title 15 compliance rates, backlog levels, aging reports, and real-time dashboard visualizations.

Expected outcome: Enables management to identify bottlenecks, evaluate reviewer performance, ensure Title 15 compliance, reduce aging backlogs,

and determine where additional staffing, workflow changes, or escalations are required.

iv. Ad Hoc Reports

CDCR may request ad hoc reports at any time. Unless new data sources are required, requested reports must be delivered within **ten (10) calendar days**. CDCR may request that any ad hoc report be added to the reporting portal for on-demand access.

Expected outcome: Supports rapid CDCR management decision-making by providing issue-specific or analytical data on demand, allowing management to address emerging concerns or conduct targeted operational reviews without waiting for monthly cycles.

v. Investigative Reports

Authorized CDCR staff shall generate investigative reports on demand, with selectable filters and report fields. Reports shall include correspondence ID, flagged reason, links to associated digital records, notes, audit indicators, sender/receiver details, timestamps, and facility/station information. Reports must include cover pages, headers, footers, Pacific Time timestamps, and export options to .xlsx and .pdf.

Expected outcome: Allows authorized staff to conduct detailed investigations by providing complete record-level context, enabling timely operational, safety, or intelligence decisions.

vi. Change Management Report

Reports all Submitted, In-Cycle, Out-of-Cycle, and Emergency Change Requests including Change ID, requestor information, change type, scheduling, duration, Change Control Board actions, status, mitigation plan, rollback plan, and implementation notes.

Expected outcome: Enables CDCR to review system changes, assess risk, validate proper approval workflows, and determine whether scheduled or emergency changes require additional scrutiny or mitigation.

vii. Trouble Ticket Report

Tracks all issues encountered within the Solution, including tickets created by CDCR Staff, IPs, Contractor monitoring systems, or other inputs. Must

include ticket number, taxonomy codes, priority, symptoms, resolution notes, facility, timestamps, outage duration, total duration, and stop clock information. Trouble ticket data shall refresh no less than every 24 hours.

Expected outcome: Supports CDCR management decisions related to system health, staffing needs, root cause analysis, and operational improvement by highlighting recurring issues, resolution patterns, and facility specific pain points.

viii. Custom Query Reports

Allows authorized CDCR Staff to build custom data queries using predefined fields and save them under user specific query names.

Expected outcome: Empowers CDCR Staff to answer targeted operational questions, perform detailed audits, or validate compliance trends, ensuring oversight is flexible and data-driven.

ix. Audit Log Report

Reports system-wide user activity including login timestamps, user actions, mail views, file access, flag creation/modification, watchlist updates, exception-handling actions, and any creation, modification, or deletion of records. Must include audit details for CDCR Staff, Contractor Staff, and subcontractors.

Expected outcome: Allows CDCR management to verify system integrity, identify misuse or unauthorized access, confirm chain-of-custody for correspondence, and initiate security or policy enforcement actions.

x. Data Backup Validation Reports

Reports validation of all file backups including confirmation of successful backups and identification of any problems or exceptions.

Expected outcome: Enables CDCR to confirm all backups are functioning and identify systemic failures, allowing leadership to direct remediation or review disaster-recovery readiness.

xi. Customer Service Requests & Issues Report

Reports all Solution service requests, complaints, and nonsystem issues. Must include request number, facility, requester details, category, assigned staff, priority, description, dates opened/closed, estimated completion time,

stop-clock duration, and working duration. Categories shall be established jointly by CDCR and the Contractor.

Expected outcome: Supports evaluation of service responsiveness, issue trends, and facility specific performance, giving CDCR the data needed to assess contractor effectiveness and require process improvements.

17. Transition-Out

The Contractor shall:

- a. Provide a comprehensive Transition-Out Plan
- b. Support orderly migration of data, processes, documentation, and knowledge
- c. Continue full operations until CDCR acceptance of transition tasks.

I. SERVICE LEVEL AGREEMENT

1. Service Level Agreements

The Contractor shall meet the SLAs as specified in this Section which consist of the following:

- a. First-Class Mail Timely Delivery
- b. First-Class Mail Retention (Physical & Digital)
- c. Notifications to CDCR Staff
- d. Notifications to IPs
- e. Notifications to Local Law Enforcement
- f. First-Class Mail Information Loss
- g. First-Class Mail System Data Retention
- h. Service Request Fulfillment
- i. System Availability
- j. Catastrophic Outage
- k. Data Backups and Recovery
- l. Implementation Timelines
- m. Data Breach
- n. Key Staff Replacement

2. Rights And Remedies

Detailed rights and remedies for each SLA are documented in the respective tables from I.5 through I.18 below.

If an outage or performance event fails to meet one (1) or more of the Solution SLA objectives, only the SLA with the largest Service Level Agreement Rights and Remedies (SLARR) will be applied.

To the extent that Contractor offers additional or more advantageous rights and/or remedies to customers for similar services offered, the CDCR shall be entitled to exercise the rights and/or remedies therein.

Rights and Remedies will apply to each SLA in which the SLA objective was missed. The SLARR will be applied via compensation for missed SLA objectives every month. CDCR shall have the right to offset the SLA assessment against monthly invoices in its sole discretion.

The Contractor will apply the SLARR for each service and application impacted by the Solution failure.

The Contractor will automatically calculate, report, and apply all SLARR.

SLARR shall be assessed monthly and applied toward the SLARR totals within 60 calendar days from the last day of the month in which the SLA objective was missed.

In addition, SLARR for all SLAs will allow the option for CDCR and the Contractor to invoke the escalation process according to the *Escalation Plan*.

3. Stop Clock Conditions (SCC)

The SCC will allow the Contractor to adjust the SLA durations based on the criteria described below. All SCC periods when applied to a Trouble Ticket or Service Request shall be clearly documented in the ticket diary along with the date and time the SCC started, the date and time the SCC ended, and a detailed description of the qualifying event. Failure to document a SCC in the ticketing diary may result in rights and remedies being applied to the Trouble Ticket or Service Request.

a. SCC include:

- i. Periods when a restoration or testing effort is delayed at the specific request of CDCR. The SCC shall exist during the period the Contractor was delayed, provided that reasonable and documented efforts were made to contact the CDCR Staff during the applicable stop clock period.
- ii. Time after a service has been restored, but CDCR Staff request that the Trouble Ticket or Service Request be kept open for observation. If CDCR Staff later determine the service was not restored, the stop clock shall continue until the time CDCR staff notifies the Contractor that the service has not been restored.
- iii. Time after a service has been restored, but CDCR Staff is not available to verify that the service is working. If the service is later determined by CDCR staff to not have been restored, the stop clock shall apply only for the period of time between the Contractor's attempt to notify CDCR Staff and the time

the CDCR Staff notifies the Contractor that the service has not been restored.

- iv. Restoration cannot be achieved because the problem has been isolated to infrastructure that is not maintained by the Contractor.
- v. Failures occurring as a direct result of a power outage, outside the control of the Contractor, which exceeds 30 minutes. Power outages resulting from a backup generator test will not be considered a stop clock condition if the generator test has been previously documented and approved within the change management system.
- vi. The following contact/access problems, provided that the Contractor makes specific efforts to contact the appropriate CDCR Staff for facility access during the applicable stop clock period:
 - (1) The facility contact or CDCR Staff representative has not arranged the access necessary to correct the problem.
 - (2) The Contractor's technician is not granted facility access after displaying proper identification.
 - (3) The facility's limited hours of access directly impact the Contractor's ability to resolve the problem.
 - (4) The CDCR Staff causes a problem or delay, documented on the trouble ticket, that prevents or delays the Contractor's ability to resolve the problem. In such an event, the Contractor shall make a reasonable request to CDCR Staff to correct the problem or delay.
 - (5) Delays in the process of admittance to the CDCR facility.
- vii. Failure of the Trouble Ticket or Service Request originator or responsible CDCR Staff to return a phone call or email from the Contractor's technician for on-line close-out of trouble tickets after the service has been restored. The Contractor shall provide documentation substantiating their staff left a message.
- viii. An outage directly related to a scheduled and approved change management activity by the Contractor. Any such SCC shall not extend beyond the approved scheduled maintenance period of the change window. SLAs will apply for any maintenance caused outage beyond the scheduled maintenance period. Outages occurring during a scheduled maintenance period, and not caused by the scheduled maintenance shall not be subject to this stop clock criteria.

- ix. Any problem or delay caused by a third party not affiliated with the Contractor, and not reasonably preventable by the Contractor. The Contractor's affiliates, subsidiaries, or subcontractors shall be deemed to be affiliated with, and under the control of the Contractor with respect to the equipment, services, and facilities provided under the Contract.

- (1) Force Majeure events, as defined in IT GSPD Section 20.3 (Force Majeure).

4. Acknowledgement Of Harm / Liquidated Damages

Acknowledgement of Harm/Liquidated Damages set forth in Section I, Service Level Agreements (SLAs), are intended to encourage timely delivery of critical start up project plans/deliverables, plan implementation, and the provision of reliable and responsive services. The purpose of the liquidated damages is to ensure adherence to the requirements of the service contract and to set an amount in advance of a breach to compensate the CDCR for damages that are impractical or extremely difficult to estimate but which would be sustained by the CDCR in the event the Contractor fails to perform services as agreed. The liquidated damages are intended to be a reasonable estimate of the damage and costs the CDCR would sustain as a result of a breach, or the proper and/or the timely delivery of services by the Contractor. They are not intended to be punitive. The CDCR and Contractor, therefore, presume that in the event the Contractor fails to perform certain agreed upon services in a timely manner, the CDCR shall assess the Contractor to pay such amounts as liquidated damages, and not as a penalty. Liquidated damages will not be assessed if, as determined by the CDCR, Contractor's delay or failure to perform its obligations was caused by factors beyond the control of Contractor, including acts of the CDCR, and without any material error or negligence of Contractor.

5. First-Class Mail Timely Delivery

SLA Name: First-Class Mail Timely Delivery
Definition: The First-Class Mail files including digital copies of First-Class Mail, transcriptions, photos, which are sorted by OCR into the "Allowed Mail" or "Flagged for Review" categories must be digitally delivered to the IP's Inbox (Allowed Mail) – or - Mailroom Staff Flagged for Review Queue (Flagged for Review) no later than three (3) days after receipt at the Contractor's Mail Processing Facility.

Measurement Process: Each occurrence of missing the timely delivery deadline shall be documented on a per-record basis within the respective digital/scanned mail record and included in applicable reports.

Service(s): First-Class Mail

Objective (s):

Measure	Monthly Objective
First-Class Mail Timely Delivery within three (3) days	100%

Rights and Remedies

Rights of CDCR:

1. CDCR has the right to expect the Contractor to meet specified Key Performance Indicators (KPIs) related to First-Class Mail Timely Delivery.
2. CDCR has the right to expect that the Contractor will implement appropriate staff and system workflows to ensure First-Class Mail Timely Delivery.
3. CDCR has the right to request evidence of First-Class Mail Timely Delivery.
4. CDCR has the right to be promptly notified by the Contractor in case of significant delays to First-Class Mail Timely Delivery.
5. CDCR has the right to access audit records associated with First-Class Mail Timely Delivery to verify timely delivery.
6. CDCR has the right to access regular reporting which details First-Class Mail Timely Delivery.
7. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives.

Rights of the Contractor:

1. The Contractor has the right to establish clear procedures, workflows and system configurations for the handling of First-Class Mail to achieve Timely Delivery.
2. The Contractor has the right to document their liability limits in the event of loss or damage to First-Class Mail Timely Delivery associated audit records for situations and events beyond their control.

	3. The Contractor has the right to dispute a case and disagreement between CDCR and the Contractor regarding the First-Class Mail Timely Delivery Remedies: The Contractor must notify the CDCR within twenty-four (24) hours with a report of significant delays to the First-Class Mail Timely Delivery. The Contractor must immediately implement effective workflows to deliver those mail items which are beyond the three (3) day deadline, prevent further delays and report back to the CDCR on its efforts within twenty-four (24) hours. The Contractor must send a notification to IPs when First-Class (Scanned) Mail, either “Allowed” or “Flagged for Review” has not been delivered by the seventh (7th) day after receipt at the Contractor’s Mail Processing Facility. Up to 100% Credit per Average Daily Population (ADP) to CDCR invoices for any First-Class (Scanned) Mail which were not delivered within the three (3) day deadline to either the IPs (Allowed) or the Mailroom Staff Review Queue (Flagged for Review). Ex: \$3/ADP • 100 IPs were impacted by delayed mail • Credit \$3 * 100 IPs = \$300 <i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>
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6. First-Class Mail Retention

SLA Name: First-Class Mail Retention											
Definition: The First-Class Mail shall be retained with regards to completeness and for the full retention periods as defined for both digital and physical copies. <u>Physical</u> Physical First-Class Mail including but not limited to envelopes, hand/typewritten correspondence, photos, illustrations etc. shall be retained no less than ninety (90) days after receipt at the Contractor's Mail Processing Facility <u>Digital</u> Digital Copies of First-Class Mail including but not limited to scanned envelopes, hand/typewritten correspondence, photos, illustrations, meta data and auditable records etc. shall be retained no less than two (2) years after receipt at the Contractor's Mail Processing Facility											
Measurement Process: Each occurrence of First-Class Mail retention shall be documented on a per record basis as part of the correspondence meta data and shall be fully auditable.											
Service(s): First-Class Mail											
Objective (s): <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f2f2f2;"> <th style="width: 60%;">Measure</th> <th style="width: 40%;">Objective</th> </tr> </thead> <tbody> <tr> <td>Physical Retention (completeness)</td> <td>100%</td> </tr> <tr> <td>Physical Retention (duration)</td> <td>≥ 90 days</td> </tr> <tr> <td>Digital Retention (completeness)</td> <td>100%</td> </tr> <tr> <td>Digital Retention (duration)</td> <td>≥ 2 years</td> </tr> </tbody> </table>		Measure	Objective	Physical Retention (completeness)	100%	Physical Retention (duration)	≥ 90 days	Digital Retention (completeness)	100%	Digital Retention (duration)	≥ 2 years
Measure	Objective										
Physical Retention (completeness)	100%										
Physical Retention (duration)	≥ 90 days										
Digital Retention (completeness)	100%										
Digital Retention (duration)	≥ 2 years										
	Rights of CDCR:										

Rights and Remedies	1. CDCR has the right to expect the Contractor to meet specified KPIs related to First-Class Mail physical retention. 2. CDCR has the right to expect that the Contractor will implement robust workflows and system configurations to safeguard First-Class Mail retention. 3. CDCR has the right to request evidence of First-Class Mail retention including the request to receive/extract digital copies or have originals of physical mail forwarded. 4. CDCR has the right to expect prompt and effective workflow updates or system configuration efforts by the Contractor in the case First-Class Mail retention metrics are missed. 5. CDCR has the right to be promptly notified by the Contractor in case of missed metrics, or other compromise to First-Class Mail retention. 6. CDCR has the right to access audit records associated with First-Class Mail correspondence records to verify retention compliance and status. 7. CDCR has the right to access regular reporting which details First-Class Mail retention. 8. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives. Rights of the Contractor: 1. The Contractor has the right to establish clear procedures for the handling, storage, backup, and restoration of First-Class Mail retention subject to CDCR's approval. 2. The Contractor has the right to document their liability limits in the event of loss or damage to retained First-Class Mail (physical and digital) and all associated audit records for situations and events beyond their control. 3. The Contractor has the right to request an adequate recovery time to address completeness and recovery of First-Class Mail to ensure proper retention. 4. The Contractor has the right to dispute a case and disagreement between CDCR and the Contractor regarding the handling First-Class Mail retention.
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	Remedies: The Contractor must notify the CDCR within Seventy-Two (72) hours with a report of the details missed retention metrics. The Contractor must immediately implement effective workflows and system configuration efforts to recover the information, prevent further missed retention service levels and report back to the CDCR on its efforts within 30 days of the loss or damage. Mail Retention Failures (Physical or Digital): • 0.01% – 0.10% retention failures in a month → 5% invoice credit • 0.11% – 0.50% → 10% invoice credit • >0.50% or any lost evidence records → 25% invoice credit Critical Failures: • Any loss of mail implicated in an investigation → automatic 25% credit plus accelerated corrective action plan (24 hours). <i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>
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7. Notifications to CDCR Staff

SLA Name: Notifications to CDCR Staff							
Definition: The timely notification to CDCR Staff when applicable events occur including incoming First-Class Mail categorizations and events outlined below. <u>Category</u> - Flagged for Review - Subject to Exception Handling - Potential Contraband / Controlled Substance Detected <u>Events</u> - Initial Categorization / Identification (all categories listed above) - Flagged for Review - Routed to Central Operations Captain - Flagged for Review - Routed to ISU - Exception Handling – Forwarded to Institution - Contraband – Physical Mail Secured & Awaiting Pick-up / Pending Drug Test - Contraband – Physical Mail Picked Up by Local Law Enforcement							
Measurement Process: Each occurrence of notifications shall be documented on a per-record basis within the respective correspondence record meta data and shall be fully auditable.							
Service(s): First-Class Mail							
Objective (s): <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f2f2f2;"> <th style="padding: 5px;">Measure</th> <th style="padding: 5px;">Monthly Objective</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">First-Class Mail Notifications to Staff (Events)</td> <td style="padding: 5px;">100%</td> </tr> <tr> <td style="padding: 5px;">First-Class Mail Notifications to Staff (Timeliness)</td> <td style="padding: 5px;">≤1 hour</td> </tr> </tbody> </table>		Measure	Monthly Objective	First-Class Mail Notifications to Staff (Events)	100%	First-Class Mail Notifications to Staff (Timeliness)	≤1 hour
Measure	Monthly Objective						
First-Class Mail Notifications to Staff (Events)	100%						
First-Class Mail Notifications to Staff (Timeliness)	≤1 hour						
Rights and Remedies	Rights of CDCR: CDCR has the right to expect the Contractor to meet specified KPIs related to First-Class Mail notifications.						

	2. CDCR has the right to expect that the Contractor will implement robust workflows and system configurations / logic to ensure First-Class Mail notifications. 3. CDCR has the right to request evidence of notifications of First-Class Mail events and timeliness. 4. CDCR has the right to expect prompt and effective efforts by the Contractor in the case First-Class Mail notifications metrics for events or timeliness are not being met. 5. CDCR has the right to be promptly notified by the Contractor in case of any lapse in event coverage or delay in timeliness of First-Class Mail notifications. 6. CDCR has the right to access audit records associated with notifications to verify the appropriate coverage of events and timeliness. 7. CDCR has the right to access regular reporting which details First-Class Mail notifications. 8. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives. Rights of the Contractor: 1. The Contractor has the right to establish clear procedures for the workflows and system configurations for First-Class Mail notifications subject to CDCR's approval. 2. The Contractor has the right to document their liability limits in the event of lapse in coverage or delays in timeliness to First-Class Mail notifications, for situations and events beyond their control. 3. The Contractor has the right to request an adequate recovery time to address root cause analysis and resolution of system configurations of First-Class Mail notifications which are not meeting event coverage or timeliness. 4. The Contractor has the right to dispute a case and disagreement between CDCR and the Contractor regarding First-Class Mail notifications.
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	Remedies: The Contractor must notify the CDCR within Twenty-Four (24) hours with a report of missed Notifications service levels (events coverage or timeliness). The Contractor must immediately implement effective workflows and system configurations to resolve inadequate coverage of notification events or delays in timeliness of notifications, prevent further gaps and delays, and report back to the CDCR on its efforts within Forty-Eight (48) hours. Timeliness Failures (≤ 1 hr SLA): • Timeliness 95–99.99% → 5% credit • Timeliness 90–94.99% → 10% credit • Timeliness <90% → 20% credit Event Coverage Failures (incorrect or missing notifications): • 0.01–0.10% failures → 5% credit • 0.11–0.50% → 10% credit • >0.50% → 25% credit <i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>
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8. Notifications to IPs

SLA Name: Notifications to IPs							
Definition: The timely notification to IPs when applicable events occur including incoming First-Class Mail categorizations and events outlined below. <u>Category</u> - Allowed Mail - Flagged for Review (Rejected) - Exceptions Handling (Forwarded) <u>Events</u> - Initial Categorization / Identification (Allowed Mail) - Flagged for Review – Non-English Mail / Pending Review - Flagged for Review – Rejected / Disallowed by Central Operations Captain - Exception Handling – Forwarded to Institution							
Measurement Process: Each occurrence of notifications shall be documented on a per-record basis within the respective correspondence record meta data and shall be fully auditable.							
Service(s): First-Class Mail							
Objective (s): <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #f2f2f2;"> <th style="padding: 5px;">Measure</th> <th style="padding: 5px;">Monthly Objective</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">First-Class Mail Notifications to IPs (Events)</td> <td style="padding: 5px;">100%</td> </tr> <tr> <td style="padding: 5px;">First-Class Mail Notifications to IPs (Timeliness)</td> <td style="padding: 5px;">≤1 hour</td> </tr> </tbody> </table>		Measure	Monthly Objective	First-Class Mail Notifications to IPs (Events)	100%	First-Class Mail Notifications to IPs (Timeliness)	≤1 hour
Measure	Monthly Objective						
First-Class Mail Notifications to IPs (Events)	100%						
First-Class Mail Notifications to IPs (Timeliness)	≤1 hour						
Rights and Remedies	Rights of CDCR: - CDCR has the right to expect the Contractor to meet specified KPIs related to First-Class Mail notifications. - CDCR has the right to expect that the Contractor will implement robust workflows and system configurations / logic to ensure First-Class Mail notifications.						

	3. CDCR has the right to request evidence of notifications of First-Class Mail events and timeliness. 4. CDCR has the right to expect prompt and effective efforts by the Contractor in the case First-Class Mail notifications metrics for events or timeliness are not being met. 5. CDCR has the right to be promptly notified by the Contractor in case of any lapse in event coverage or delay in timeliness of First-Class Mail notifications. 6. CDCR has the right to access audit records associated with notifications to verify the appropriate coverage of events and timeliness. 7. CDCR has the right to access regular reporting which details First-Class Mail notifications. 8. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives. Rights of the Contractor: 1. The Contractor has the right to establish clear procedures for the workflows and system configurations for First-Class Mail notifications subject to CDCR's approval. 2. The Contractor has the right to document their liability limits in the event of lapse in coverage or delays in timeliness to First-Class Mail notifications, for situations and events beyond their control. 3. The Contractor has the right to request an adequate recovery time to address root cause analysis and resolution of system configurations of First-Class Mail notifications which are not meeting event coverage or timeliness. 4. The Contractor has the right to dispute a case and disagreement between CDCR and the Contractor regarding First-Class Mail notifications.
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	Remedies: The Contractor must notify the CDCR within Twenty-Four (24) hours with a report of missed Notifications service levels (events coverage or timeliness). The Contractor must immediately implement effective workflows and system configurations to resolve inadequate coverage of notification events or delays in timeliness of notifications, prevent further gaps and delays, and report back to the CDCR on its efforts within Forty-Eight (48) hours. Timeliness Failures (≤1 hr SLA): • 95–99.99% → 5% credit • 90–94.99% → 10% credit • <90% → 20% credit Event Coverage Failures: • 0.01–0.10% → 5% credit • 0.11–0.50% → 10% credit • >0.50% → 25% credit <i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>
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9. Notifications to Local Law Enforcement

SLA Name: Notifications to Local Law Enforcement
Definition: The timely notification to Local Law Enforcement when applicable events occur including incoming First-Class Mail categorizations and events outlined below. <u>Category</u> • Potential Contraband / Controlled Substance Detected <u>Events</u> • Initial Categorization / Identification (Potential Contraband) • Contraband – Physical Mail Secured & Awaiting Pick-up / Pending Drug Test

Measurement Process: Each occurrence of notifications shall be documented on a per-record basis within the respective correspondence record meta data and shall be fully auditable.

Service(s): First-Class Mail

Objective (s):

Measure	Monthly Objective
First-Class Mail Notifications to Local Law Enforcement (Events)	100%
First-Class Mail Notifications to Local Law Enforcement (Timeliness)	≤1 hour

Rights and Remedies

Rights of CDCR:

1. CDCR has the right to expect the Contractor to meet specified KPIs related to First-Class Mail notifications.
2. CDCR has the right to expect that the Contractor will implement robust workflows and system configurations / logic to ensure First-Class Mail notifications.
3. CDCR has the right to request evidence of notifications of First-Class Mail events and timeliness.
4. CDCR has the right to expect prompt and effective efforts by the Contractor in the case First-Class Mail notifications metrics for events or timeliness are not being met.
5. CDCR has the right to be promptly notified by the Contractor in case of any lapse in event coverage or delay in timeliness of First-Class Mail notifications.
6. CDCR has the right to access audit records associated with notifications to verify the appropriate coverage of events and timeliness.
7. CDCR has the right to access regular reporting which details First-Class Mail notifications.
8. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives.

	Rights of the Contractor: 1. The Contractor has the right to establish clear procedures for the workflows and system configurations for First-Class Mail notifications subject to CDCR's approval. 2. The Contractor has the right to document their liability limits in the event of lapse in coverage or delays in timeliness to First-Class Mail notifications, for situations and events beyond their control. 3. The Contractor has the right to request an adequate recovery time to address root cause analysis and resolution of system configurations of First-Class Mail notifications which are not meeting event coverage or timeliness. 4. The Contractor has the right to dispute a case and disagreement between CDCR and the Contractor regarding First-Class Mail notifications. Remedies: The Contractor must notify the CDCR within Twenty-Four (24) hours with a report of missed Notifications service levels (events coverage or timeliness). The Contractor must immediately implement effective workflows and system configurations to resolve inadequate coverage of notification events or delays in timeliness of notifications, prevent further gaps and delays, and report back to the CDCR on its efforts within Forty-Eight (48) hours. Timeliness Failures (≤ 1 hr SLA): • 98–99.99% → 10% credit • 95–97.99% → 20% credit • <95% → 35% credit Event Coverage Failures: • 0.01–0.05% → 10% credit • 0.051–0.50% → 25% credit • >0.50% → 50% credit <i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>
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10. First-Class Mail Information Loss

SLA Name: First-Class Mail Information Loss					
Definition: The loss or damage to First-Class Mail files, including but not limited to First-Class Mail metadata, digital copies of First-Class mail, transcriptions, photos, and all associated audit records.					
Measurement Process: Each occurrence of missing data shall be documented on a per-record basis within the respective trouble ticket unless the incident represents a mass event. In this case, a single trouble ticket which details applicable impacts are acceptable.					
Service(s): First-Class Mail					
Objective (s):					
<table border="1"> <thead> <tr> <th>Measure</th><th>Monthly Objective</th></tr> </thead> <tbody> <tr> <td>First-Class Mail Information Loss</td><td>0%</td></tr> </tbody> </table>		Measure	Monthly Objective	First-Class Mail Information Loss	0%
Measure	Monthly Objective				
First-Class Mail Information Loss	0%				
Rights and Remedies	Rights of CDCR: 1. CDCR has the right to expect the Contractor to meet specified KPIs related to First-Class Mail information / data loss. 2. CDCR has the right to expect that the Contractor will implement robust security measures to safeguard First-Class Mail data against loss or damage. 3. CDCR has the right to request evidence of regular backups of First-Class Mail data to prevent loss or damage and ensure data continuity. 4. CDCR has the right to expect prompt and effective data recovery efforts by the Contractor in the case First-Class Mail data is lost, damaged, or corrupted. 5. CDCR has the right to be promptly notified by the Contractor in case of any loss, damage, corruption, or other compromise to First-Class Mail data.				

	6. CDCR has the right to access audit records associated with communication files and records to verify the integrity and security of data records and information and their backup status. 7. CDCR has the right to access regular reporting which details First-Class Mail data loss. 8. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives. Rights of the Contractor: 1. The Contractor has the right to establish clear procedures for the handling, storage, backup, and restoration of First-Class Mail data subject to CDCR's approval. 2. The Contractor has the right to document their liability limits in the event of loss or damage to First-Class Mail metadata, digital copies of First-Class Mail, transcriptions, photos, and all associated audit records for situations and events beyond their control. 3. The Contractor has the right to request an adequate recovery time to address completeness and recovery of First-Class Mail data to ensure proper handling and security safeguards. 4. The Contractor has the right to dispute a case and disagreement between CDCR and the Contractor regarding the handling First-Class Mail data Loss.
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	Remedies: The Contractor must notify the CDCR within Twenty-Four (24) hours with a report of the details of the loss. The Contractor must immediately implement effective data recovery efforts to recover the information, prevent further loss, and any unauthorized disclosure of the information, and report back to the CDCR on its efforts within 15 days of the loss or damage. Information Loss Incidents (non-investigatory): • 1–10 records → 5% monthly credit • 11–100 records → 15% monthly credit • >100 records → 30% monthly credit Critical Data Loss (investigations, contraband cases, legal requests): • Any such loss → automatic 40% monthly credit <i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>
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11. First-Class Mail System Data Retention

SLA Name: First-Class Mail System Data Retention
Definition: The terms and commitments related to the retention of data supporting First-Class Mail including First-Class Mail metadata, transcriptions, notifications, staff notes, and all associated audit records.
Measurement Process: The data retention duration will be measured from the original file creation date through the date when the system validation check runs. The original file creation date shall be retained through any archival process or movement of data across systems. Files tagged for indefinite retention shall be identified and included within any measurement processes.
Audit Frequency: The Contractor shall conduct monthly audits and report the results to CDCR to show validation of the data retention policy and to identify any anomalies.

Scope of Services: This SLA covers the following services within the Solution:

- System Data Supporting First-Class Mail
- User data associated with CDCR
- Audit records relating to CDCR Staff and IPs system activity

Audit Plan Development:

The Contractor shall provide CDCR a plan that outlines how the necessary system telemetry, audit, and reporting capabilities for each included data service supporting the requirements and policies contained within this SLA will be performed within 120 days of the contract award date.

Implementation Date: The Contractor shall have data retention SLA compliance auditing and reporting in place within 180 days of the contract award date.

Objective (s):

Measure	Objective
System Data Supporting First-Class Mail Retention (completeness)	100%
System Data Supporting First-Class Mail Retention (duration)	2 Years
User data associated with CDCR	2 Years
Audit records relating to CDCR Staff and IPs	2 Years
Aggregate Data Retention Compliance Anomaly Rate	< .05%

Rights and Remedies

Rights of CDCR:

1. CDCR has the right to expect the Contractor to meet specified KPIs related to First-Class Mail data including First-Class Mail metadata, transcriptions, notifications, staff notes, and all associated audit records.
2. CDCR has the right to expect the Contractor to maintain the integrity of First-Class Mail data throughout the duration of the Contract.

	3. CDCR has the right to implement and enforce access controls to ensure only authorized personnel have access to First-Class Mail data. 4. CDCR has the right to retain ownership of all First-Class Mail data collected during the contract period. 5. CDCR has the right to request and review audit logs to ensure compliance with data retention policies and legal requirements. 6. CDCR has the right to expect the use of data encryption methods to safeguard stored First-Class Mail data. 7. CDCR has the right to expect the Contractor will adhere to all relevant data retention laws and regulations issued by CDCR. 8. CDCR has the right to request the secure and timely deletion of data that is no longer required for legal or operational purposes after the data retention policy has expired. 9. CDCR has the right to obtain a copy of any First-Class Mail data in a timely fashion. 10. CDCR has the right to access regular reporting which details First-Class Mail data retention metrics. 11. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives. Rights of the Contractor: 1. The Contractor has the right to implement and update security measures to protect stored First-Class Mail data from unauthorized access or data breaches. 2. The Contractor has the right to expect CDCR to provide clear guidelines and assistance regarding data retention regulations and departmental compliance. 3. The Contractor has the right to dispute a case and disagreement between CDCR and the Contractor regarding the data retention practices.
	Remedies: Retention Anomaly Rate: • 0.01–0.05% → 5% credit • 0.051–0.10% → 10% credit • >0.10% → 20% credit

	Loss of any audit record prior to completion of the required retention period: • Automatic 25% credit <i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>
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12. Service Request Fulfillment

SLA Name:	Service Request Fulfillment
Definition:	This SLA covers specific targets and responsibilities relating to the fulfillment of Service Requests from CDCR Staff and IPs.
Scope of Services:	The SLA defines the expected response times, resolution times, escalation procedures, and other relevant metrics for handling and completing Service Requests not covered within other SLAs.
Measurements:	Service levels shall be categorized by utilizing the following two (2) metrics: 1. <i>Request Acknowledgement:</i> All Service Requests shall be acknowledged within 24 hours (one (1) calendar day) as measured from the date/time stamp from when the request was received until the time the Contractor provides an initial response. 2. <i>Service Request Fulfillment:</i> All Service Requests shall be fulfilled within 240 hours (10 calendar days) as measured from the date/time stamp from when the request was received until the date/time stamp when the request is validated complete by the requestor, not including any appropriate Stop Clock Conditions per Section I.3.Stop Clock Conditions (SCC).
Objectives:	Service Level Objectives shall be calculated by each CDCR facility and reported monthly via the reporting portal utilizing the following objectives: • Request Acknowledgment: ≥ 95% • Service Request Fulfillment Duration: ≥ 95%
	Rights of CDCR:

Rights and Remedies	1. CDCR has the right to expect a high-quality service request process ensuring optimal performance and reliability for CDCR Staff and IPs. 2. CDCR has the right to define and modify service level response times for requests, ensuring prompt resolution in alignment with its needs and goals. 3. CDCR has the right to clear escalation procedures, ensuring timely resolution of request issues and efficient communication with the Contractor. 4. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives. 5. CDCR has the right to collaborate with the Contractor in implementing service request processes which align with its security policies. 6. CDCR has the right to receive regular reports on service request activities to ensure transparency and accountability. 7. CDCR has the right to expect the Contractor to demonstrate and report on Service Request activity. Rights of the Contractor: 1. The Contractor has the right to receive reasonable notice for any modifications to this SLA to allow for adequate planning and adjustments to resources and processes. 2. The Contractor has the right to dispute any remedies imposed for not meeting agreed-upon Service Request service level objectives. 3. The Contractor has the right to participate in service level reviews providing insights and suggestion for improvements. 4. The Contractor has the right to collaborate with CDCR in defining procedures for service requests considering practical and logistical considerations. Remedies: 85%-94.99%: 10% Credit to CDCR total monthly invoice(s) for each month Service Level Objectives are not met <85%: 25% Credit to CDCR total monthly invoice(s) for each month Service Level Objectives are not met
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	<i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>
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13. System Availability

SLA Name: System Availability

Definition: The percentage of time that the Solution system is fully functional and available for use by IPs, and CDCR Staff each calendar month. It ensures the availability and reliability of the overall Solution system and its components.

Scope of Services: This SLA covers the following services within the Solution system:

1. Operability of Contractor's Physical Mail Processing Facility
2. Availability of First-Class (Scanned) Mail – IPs Web Application
3. Availability of First-Class Mail – CDCR Administrative and Investigative Staff Web Application
4. Availability of First-Class (Scanned) Mail Print Services (IP Requests)

Measurement Process: The measurement process will consider the monthly up time of any components of the Solution system which impacts the performance and/or availability of any of the services listed in the Scope of Services Section of this SLA. Failures shall be defined as an incident that adversely affects IPs, and/or CDCR Staff, hindering the Solution's utilization and performance.

This SLA encompasses four (4) distinct quantitative measures supporting monthly availability for the services listed under the Scope of Services Section.

To factor the monthly availability metric, the Contractor shall first assess the availability of the service component against total available uptime for the month.

Step 1: Calculate Impact

Incident impact shall be calculated based upon the number of IPs impacted by the event. CDCR shall provide the Contractor with a monthly update of how many individuals are housed at each facility and housing unit to support system availability reporting. The same System Availability calculation procedure example below shall be applied to both IPs and Staff.

Formula with example:

Impact shall be calculated to five (5) decimal places.

Impact % = Total Impacted Incarcerated Population / Total Incarcerated Population

Impact % = 2,546 [Impacted] / 85,000 [Total Population]

Impact % = .02996

Step 2: Calculate Impact for Each Event

	A	B	C	D=B/C	E=A*D
Event	Event Duration	Impacted Population	Total Population	Impact %	Adjusted Minutes
1	230	2,500	85,000	.02941	6.764
2	59	3,200	85,000	.03765	2.221
3	78	42,000	85,000	.49412	38.541
Grand Total					47.526

E=Total Monthly Downtime [for service] = **47.526** minutes [adjusted]

Step 3: Calculate Monthly Availability

Availability = (Total Minutes in Month - Total Adjusted Minutes) / (Total Minutes In 1 Month)

Example based upon a calendar month which includes 30 days.

(43,200 [total minutes in month] - (47.526 [total adjusted minutes] / 43,200 [total minutes in month]

Availability = 43,152.474 / 43,200

= 99.8910 %

Implementation Date: The Contractor shall have system availability SLA compliance reporting in place within 180 days of the contract award date.

Objective(s): Total system availability ≥ 99.5%

Rights and Remedies	Rights of the CDCR 1. CDCR has the right to expect a predefined level of system availability expressed as a percentage during agreed-upon hours and days. 2. CDCR has the right to clear guidelines regarding scheduled maintenance downtime with advance notice provided by the Contractor. 3. CDCR has the right to expect the Contractor to respond to and promptly address system issues and outages within agreed upon priority and severity guidelines. 4. CDCR has the right to a tiered system for issue escalation and notification with defined timeframes and contacts at each level. 5. CDCR has the right to define monitoring tools and reporting mechanisms to track system availability in an automated fashion with regular reporting provided by the Contractor. 6. CDCR has the right to expect the Contractor to meet specified KPIs related to system availability. 7. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives. 8. CDCR has the right to expect the Contractor to implement security protocols to safeguard the system's availability and protect against unauthorized access and data breaches. 9. CDCR has the right to clearly outline processes and timeframes for being notified of any planned or unplanned system downtime by the Contractor. 10. CDCR has the right to regular reviews to assess the Contractors' performance against the SLA and discuss any necessary adjustments or improvements. 11. CDCR has the right to expect documentation from the Contractor regarding system availability strategy, monitoring configurations, incident logs, incident reports, ticketing entries, and performance analysis. 12. CDCR has the right to expect the Contractor to demonstrate and report on System Availability Metrics. Rights of the Contractor: 1. The Contractor has the right to receive reasonable notice for any changes to the SLA, requests for monitoring adds, changes, or
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	deletions, or out of cycle audit reports, allowing adequate time for adjustments and action. 2. The Contractor has the right to define specific maintenance windows, with approval from CDCR, for scheduled downtime to ensure flexibility in performing necessary system updates and maintenance. 3. The Contractor has the right to exclude pre-approved scheduled maintenance-related system downtime from monthly availability calculations, provided that the downtime is documented in a change management record in advance and stored within the change management system. 4. The Contractor has the right to define an escalation and notification model conducive to addressing system issues or outages based on realistic assessments. 5. The Contractor has the right to escalate issues to CDCR for guidance and support as required. 6. The Contractor has the right to implement security measures to safeguard the Solution, provided these measures meet CDCR's security policies. 7. The Contractor has the right to participate in service level reviews providing insights and suggestion for improvements. 8. The Contractor has the right to receive relevant documentation from CDCR to aid in monitoring and management of the Solution. 9. The Contractor has the right to dispute any remedies imposed for not meeting agreed-upon system availability service level targets.
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	Remedies: Monthly Availability (99.5% SLA requirement): • 99.0–99.49% → 5% invoice credit • 98.50–98.99% → 10% invoice credit • 98.0–98.49% → 20% invoice credit • 97.0–97.99% → 30% invoice credit • <97% → 40% invoice credit Critical Downtime Event (affects >20% of ADP): • Automatic 25% credit regardless of monthly attainment <i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>
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14. Catastrophic Outage

SLA Name: Catastrophic Outage
Definition: Failure of any part of the Solution architecture components (network, system hardware, software, and/or interconnection of components) based on a common cause that result in a total failure of a service for any of the following: • Contractor's Mail Processing Facility • Five (5) or more CDCR facilities, OR • The total loss of one (1) or more Solution services on a system wide basis, OR • 20% of the Solution as measured by the number of impacted IPs against the total number of IPs across all CDCR facilities.

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Measurement Process: The outage duration begins when the Contractor receives a network alarm from an outage-causing event or the opening of a trouble ticket by CDCR, an IP, or Contractor staff, whichever occurs first. The Contractor, upon receiving notice of an event, shall compile a list for each Solution service and feature affected by a common cause for tracking and reporting of the SLA rights and remedies. Outage duration shall be measured on a per-Solution service basis from information recorded by the network equipment/system or IPs or CDCR Staff reported trouble ticket. Each Solution service is deemed out of service from the first notification until the Contractor determines the Solution service is restored and CDCR verifies. Any Solution service reported by the IPs or CDCR Staff -as not having been restored shall have the outage time adjusted to the actual restoration time.

Scope of Services: This SLA covers the following services within the Solution System:

- Operability of Contractor's Mail Processing Facility
- Availability of First-Class (Scanned) Mail – IPs Web Application
- Availability of First-Class Mail – CDCR Administrative and Investigative Staff Web Application

Monitoring and Reporting Plan Development: The Contractor shall provide CDCR a monitoring and report development plan that outlines how they will capture the necessary system telemetry for each included service and dependent infrastructure component to enable the automated creation of Catastrophic Outage SLA adherence reports within 120 days of the contract award date.

Implementation Date: The Contractor shall have Catastrophic Outage SLA compliance reporting in place within 180 days of the contract award date.

Objective (s):

The objective restoral time shall be:

Services	Monthly Objective
First-Class Mail	≤2 hours

ROOT CAUSE ANALYSIS (RCA) REPORTING: The Contractor shall produce an after-action RCA report for each incident deemed a catastrophic outage which details the systematic review of the identified problem, the causes leading up to and contributing to the catastrophic outage, as well as recommendations for actions to address the causes and prevent future incidents within 30 days of the restoration of the impacted Solution components.

Rights and Remedies

Rights of CDCR:

1. CDCR has the right to expect a prompt response from the Contractor in the event of a catastrophic outage.
2. CDCR has the right to receive a detailed RCA report within 30 days of the event which details the steps taken for resolution, the timeline for recovery, the root cause of the event, and an improvement plan to prevent repeat occurrences.
3. CDCR has the right to expect regular status updates during the catastrophic outage.
4. CDCR has the right to participate in a conference bridge as part of the crisis management process.
5. CDCR has the right to modify or change the definition of a catastrophic outage at any time during the duration of the Contract.
6. CDCR has the right to expect the Contractor to demonstrate and report on catastrophic outages as part of the reporting and business intelligence suite.
7. CDCR has the right to know if the Contractor has any technical or staffing limitations that may impact the resolution process during catastrophic outages.
8. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives.

Rights of the Contractor:

1. The Contractor has the right to receive reasonable notice for any changes to the SLA, requests for monitoring adds, changes, or deletions, or out of cycle audit reports, allowing adequate time for adjustments and action.
2. The Contractor has the right to receive relevant information from CDCR on the definition and classification of catastrophic outages.

	3. The Contractor has the right to receive programmatic access to data and information which is required for monitoring, management, or reporting on catastrophic outages. 4. The Contractor has the right to access appropriate CDCR Staff to facilitate a quick and efficient resolution of the catastrophic outage. 5. The Contractor has the right to inform CDCR of any technical or staffing resources that may impact the resolution process during catastrophic outages. 6. The Contractor has the right to expect CDCR Staff to actively participate during crisis management activities including active bridge calls and system restoration events during catastrophic outages. 7. The Contractor has the right to dispute a case and/or disagreement between CDCR and the Contractor regarding the handling of catastrophic outages.
	Remedies: Unless first notified of the outage by CDCR, the Contractor must immediately notify the CDCR, within one hour if feasible, in no event more than two hours (per incident), with a report with details describing the time, nature, type of services, extent, and expected duration of the outage. The Contractor shall immediately implement corrective actions, including a crisis management bridge call, available to CDCR Executive Leadership, Operations Managers, and appropriate IT resources until the Catastrophic Outage has been sufficiently resolved as agreed upon by the CDCR Program/Operations Manager, and or the CDCR Selected Representative. Restoral Time (≤2 hr SLA): • 2–8 hours → 10% credit • 8–12 hours → 25% credit • >12 hours → 40% credit <i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>

15. Data Backups and Recovery

SLA Name: Data Backups and Recovery

Definition: Data backups ensure that critical correspondence records are managed in a fashion to facilitate efficient recovery in case of data incidents such as file corruption or accidental deletion.

Scope of Services: This SLA covers the following services within the Solution:

- First-Class (Scanned) Mail Records: Envelope, Hand/Typewritten Correspondence, Photos/Illustrations, Transcriptions, and Translations
- IPs Web Application: Audit Records Related to User Activity and Notifications
- CDCR Administrative and Investigative Staff Web Application: Audit Records Related to User Activity, Staff Notes, Administrative Settings & Configuration, Review Queue Decisions, and Notifications

Backup Plan: The Contractor shall provide CDCR a data backup plan within 30 days of contract award which demonstrates a comprehensive strategy encompassing backup frequency, retention policies, recovery time objectives, security measures, monitoring processes, and communication protocols in case of significant data loss or backup failures.

This plan shall include processes for regular testing and compliance with applicable Federal and CDCR regulations, as well as CDCR internal policies. The Contractor shall address and re-submit the plan within 15 business days of the request, if CDCR requests it.

Objectives:

Measure	Monthly Objective
Backup Success Rate (%)	≥ 99%
Recovery Time Objective (RTO)	≤ 12 Hours
Backup Frequency	Daily
Avg. Backup Duration	< 24 Hours

Compliance Documentation: The Contractor shall submit evidence which demonstrates data backup, storage, and management processes and procedures comply with all relevant data protection regulations including, but not limited to HIPAA, PII, and PCI compliance within 30 days of the contract award date. The Contractor shall perform regular audits on compliance requirements and submit documentation demonstrating

evidence of continued compliance and any actions taken to address non-compliance because of the introduction of new laws and regulations and modifications to existing laws, regulations, or CDCR policy.	
Rights and Remedies	Rights of CDCR: 1. CDCR has the right to expect the Contractor to meet specified KPIs related to data backups and recovery. 2. CDCR has the right to expect that the Contractor will implement robust security measures to safeguard data backups and recovery operations. 3. CDCR has the right to daily backups of all data files and services contained in the scope of this SLA. 4. CDCR has the right to retain ownership of all data backed up by the Contractor during the duration of the Contract. 5. CDCR has the right to expect that data backups shall be stored securely in a separate physical location to prevent catastrophic loss in case of on-site disasters. 6. CDCR has the right to timely and efficient data recovery services in the event of data loss, ensuring minimal disruption to CDCR operations. 7. CDCR has the right to expect the use of data encryption methods to safeguard stored data. 8. CDCR has the right to expect the Contractor will adhere to all relevant data retention laws and regulations issued by CDCR. 9. CDCR has the right to request periodic testing of data backups to ensure data integrity and the ability to restore data successfully. 10. CDCR has the right to access backup and recovery audit trails to ensure compliance with security and regulatory requirements. 11. CDCR has the right to invoke remediations tied to the Contractor's inability to meet agreed upon service level objectives. Rights of the Contractor: 1. The Contractor has the right to expect CDCR to help remediate systemic issues outside of the control of the Contractor which prevent or delay regular successful backups or restoration functions. 2. The Contractor has the right to collaborate with CDCR in developing and maintaining a comprehensive disaster recovery

	plan to ensure a systematic approach to restoring normal CDCR business operations. 3. The Contractor has the right to expect CDCR to comply with all applicable security measures and protocols necessary for the protection of backed up data and information. 4. The Contractor has the right to implement data encryption methods for stored data to ensure an additional layer of security for data during both at-rest and transmission periods. 5. The Contractor has the right to seek an audience with CDCR and participate in regular performance review meetings to discuss trends, improvements, regressions, and collaborative strategies for improving service reliability. 6. The Contractor has the right to dispute a case and disagreement between CDCR and the Contractor regarding data backup and restoration disputes.
	Remedies: Backup Success Rate (≥99% SLA): • 98–98.99% → 10% invoice credit • 95–97.99% → 20% invoice credit • <95% → 35% invoice credit RTO (≤12 hours SLA): • 12–24 hours → 10% invoice credit • 24–48 hours → 20% invoice credit • >48 hours → 35% invoice credit Backup Frequency Failure (daily not achieved): • Any missed daily backup → automatic 15% invoice credit <i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>

16. Implementation Timelines

SLA Name: Implementation Timelines

Definition: The term implementation refers to the process of fulfillment and support of services listed within the Contract as well as supportive functions listed within the Scope of Services Section of this SLA.

Measurement Process: The implementation phase will be mutually agreed upon between the Contractor and CDCR. This phase encompasses the successful deployment of the services outlined in the Contractor's implementation plan, aligning with commitment dates agreed to by CDCR. The implementation plan must outline distinct milestones for each significant functional and operational area.

The Contractor shall submit a preliminary version of the implementation plan to CDCR within 30 days of the contract award. The Contractor shall address and resubmit an amended plan within 15 days if CDCR has requested revisions. The Contractor shall deliver a fully approved implementation plan covering the scope of services listed in this SLA no later than 45 days after contract award.

Once CDCR approves the final implementation plan, measurement of this SLA will be based upon meeting agreed upon milestones within each functional and operational areas listed within this SLA.

Scope of Services: This SLA covers the following functional and operational areas within the Implementation Plan.

Functional Areas:

- First-Class Mail Services
 - Contractor's Mail Processing Facility
 - IPs Web Application
 - CDCR Administrative and Investigative Staff Web Application
 - Exception Handling
- Compliance requirements
- Information services
- Lab, test, and emulator environments
- Mandatory requirements fulfillment

Operational Areas:

- Financial management
- Account management

• Service Requests • Incident management • Event management • Problem management • Change management • Configuration management • Data management and security • Knowledge management • Systems maintenance • Business intelligence and reporting • Compliance and Regulatory Adherence	
Communications: The Contractor shall provide weekly status updates relating to the progress made toward each milestone listed in the implementation plan, risks being tracked, and any issues which require intervention or assistance from CDCR.	
Issue Resolution: The Contractor shall report any issues to the CDCR Program/Operations Manager, and or the CDCR Selected Representative, within 24 hours, which could adversely impact the delivery of any milestone by the agreed upon date.	
Contingency Plans: The Contractor shall send CDCR contingency plans for potential delays or disruptions to the approved implementation plan within five (5) business days of written notice of the impact. Any milestone date missed within the agreed to implementation plan will be subject to remediations in the absence of an approved contingency plan.	
Objective (s): The Contractor shall meet the agreed upon milestone date for each task listed within the CDCR approved implementation plan.	
Rights and Remedies	Rights of CDCR: 1. CDCR has the right to review and approve the initial implementation plan submitted by the Contractor within a reasonable timeframe. 2. CDCR has the right to request revisions to the implementation plan, specifying areas of concern or adjustment required for alignment to CDCR's objectives.

3. CDCR has the right to monitor the progress of the implementation plan once enacted and request updates or modifications as needed to ensure timely service deployment and alignment with CDCR's objectives.
4. CDCR has the right to verify the implementation plan and subsequent actions by the Contractor comply with contractual agreements, industry standards, and all relevant legal and regulatory matters.
5. CDCR has the right to expect the Contractor to adhere to agreed upon timelines while implementing functional and operational areas.
6. CDCR has the right to stipulate performance standards that the Contractor is expected to meet or exceed during the implementation phase of the Contract.
7. CDCR has the right to expect the Contractor to promptly address and resolve any issues that may arise during the implementation phase of the Contract.
8. CDCR has the right to receive weekly status reports from the Contractor detailing work covered for the reporting period, risks, issues, and help wanted items.
9. CDCR has the right to expect and demand adherence to quality assurance measures to ensure the implemented Solution meets expected functionality and performance standards.
10. CDCR has the right to seek remediation for violations, or deviations from agreed upon timelines identified in the implementation plan(s).

Rights of the Contractor:

1. The Contractor has the right to engage in clear and transparent communication with CDCR regarding the content, progress, and any adjustments to the implementation plan.
2. The Contractor has the right to propose a realistic and achievable timeline for implementing the services listed within the Contract, ensuring milestones align with the commitment dates agreed upon by both parties during the 30-day planning phase.
3. The Contractor has the right to a fair and objective performance evaluation based on agreed upon criteria outlined in this SLA and the implementation plan.

	4. The Contractor has the right to expect cooperation from CDCR in mitigating risks which may impact the timeline or quality standards of the system. 5. The Contractor has the right to implement a Change Control system to manage requests for change to the project scope or timelines ensuring changes are documented and agreed upon by both parties. 6. The Contractor has the right to dispute a case and disagreement between CDCR and the Contractor regarding implementation timelines and/or quality standards.
	Remedies: \$1,000 Credit to CDCR invoices per day for any major milestone if Contractor fails to meet the agreed milestone date. \$1,500 per day Credit if the Contractor fails to meet the milestone date by more than one (1) week. \$2,000 per day Credit if the Contractor fails to meet the milestone date by more than two (2) weeks. <i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>

17. Data Breach

SLA Name: Data Breach SLA
Definition: Data breach means any unauthorized access that may or may not result in the use, disclosure, destruction, modification, loss or theft of personal data or non-public data.
Measurement: Per declared data breach.
Objective (s): No data breach.

Rights and Remedies	Rights of CDCR: 1. The Contractor shall provide the CDCR Program/Operations Manager, and or the CDCR Selected Representative written notification of any actual or suspected data breach (whether confirmed or suspected) or related security event immediately (no later than within one (1) hour of the actual or suspected security event). 2. CDCR has the right to expect the Contractor to investigate any reported security event. 3. The Contractor shall provide the CDCR Program/Operations Manager, and or the CDCR Selected Representative a preliminary written report of the security event within three (3) working days and a full detailed written report within ten (10) working days of the event. 4. CDCR has the right to expect the Contractor has complied with industry standards and guidelines, including those referenced in this Contract and relevant security provisions of the California SAM, SIMM, the National Institute of Standards and Technology (NIST) 800-53 v5 and Federal Information Processing Standard (FIPS) Publication 199, which protect and minimize risk to CDCR. 5. CDCR has the right to expect the Contractor to have encrypted all data in accordance with SAM 5350.1 and SIMM 5305-A. 6. CDCR has the right to expect the Contractor has complied with Statewide policies and laws regarding the use and protection of information assets and data. 7. CDCR has the right to expect the Contractor, as part of its maintenance and operations obligations, shall help coordinate, with CDCR and named third parties, the necessary security patches, updates, and upgrades that will enable CDCR to keep its virus protection software up-to-date on Solution information assets (including software, code, servers/storage devices, as well as data in transit) on which data may be stored, processed, or transmitted. 8. CDCR has the right to be notified by the Contractor immediately (no later than within one (1) hour of the actual or suspected security event) if a security incident involving the information asset occurs or is suspected.
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	9. CDCR shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation. 10. CDCR shall have the right to access security logs, latency statistics, and related security data that affects this Contract and CDCR's data, at no cost to CDCR. Rights of the Contractor: 1. The Contractor has the right to access necessary resources, information, and personnel from CDCR to facilitate the successful mitigation of any security incident involving information or assets.
	Remedies: <i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>

18. Key Staff Replacement

SLA Name: Key Staff Replacement
Definition: Key staff must be replaced within the timeframe and the process in accordance with Section Q. Key Staff.
Objective (s): Ensuring Key Staff availability.
Measurement Process: The start date of the measurement begins on the date the Contractor provides notification of any proposed changes, or on the date the CDCR requests the Contractor to replace Key Staff plus the number of days as defined in Section Q.5. Key Staff Changes. Key Staff positions shall not be filled with CDCR employees to fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibilities for a Contractor's Key Staff position.

Measurement Period: Daily, for each Key Staff position that has not been filled within the number of days required.	
Reporting: The Contractor shall report delays to Key Staff fulfillment to the CDCR Program/Operations Manager, and or the CDCR Selected Representative.	
Rights and Remedies	Rights of CDCR: 1. CDCR has the right to expect prompt replacement of Key Staff members if a role is left empty due to resignation, termination, reorganization, or other reasons. 2. CDCR has the right to ensure that Key Staff replacements possess skills, qualifications, and experience in alignment with staffing requirements identified within the Contractor Staff Section of the RFP. 3. CDCR has the right to approve or reject proposed replacements based on suitability, qualifications, and alignment with CDCR's operational needs and standards. 4. CDCR has the right to monitor the performance of Key Staff members and provide, or request adjustments as required to ensure expectations of the role are met. 5. CDCR has the right to seek remediation for delays or failures by the contractor to provide suitable replacements. 6. CDCR has the right to expect that all replacement staff members adhere to confidentiality, non-disclosure agreements, and security requirements.
	Rights of the Contractor: 1. The Contractor has the right to propose suitable replacement candidates to the CDCR for feedback and evaluation. 2. The Contractor has the right to provide input in the final selection for replacement staff to address any concerns regarding candidate selection. 3. The Contractor has the right to receive transparent and open feedback regarding replacement staff performance.
	Remedies: For each CDCR business day over the number of days required to replace Key Staff, as defined in Section Q.5. Key Staff Changes, the

	CDCR will assess liquidated damages based on the delay beyond the required replacement window: • 1–5 business days → existing \$1,000/day • 6–10 business days → \$1,500/day • >10 business days → \$2,000/day <i>Note: All remedies allowed by law are available to CDCR for any actual losses or expenses reasonably incurred by CDCR as a result of a breach of this Agreement, even if damages exceed 100% of the contract value.</i>
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J. MANDATORY CONTRACTOR QUALIFICATIONS

The Contractor must have:

1. Demonstrated experience implementing the Solution with at least 3 Departments of Corrections.
2. Minimum 3 years' experience digitizing and delivering Incarcerated Mail to personally assigned communication tablets.

K. MANDATORY KEY STAFF QUALIFICATIONS

The Key Staff resumes shall be compared by the CDCR against both the MQs and the stated and verified related experience in the resume

1. Project Manager
 - a. Demonstrated 10 years of project management experience
2. Training Manager
 - a. Demonstrated 5 years of training management experience
3. Maintenance & Operations Manager
 - a. Demonstrated 10 years of maintenance and operations management experience
4. Customer Service Manager
 - a. Demonstrated 10 years of customer service management experience

L. DESIREABLE CONTRACTOR QUALIFICATIONS

The Contractor should have:

1. Demonstrated experience processing high volumes of incoming incarcerated first-class mail while maintaining established service-level requirements. (> 400,000 pieces monthly)
2. An offsite mail processing facility located within California or in a state bordering California.

M. TASKS

Task Expectation Documents (TED) (Attachment 8), and Task Acceptance Documents (TAD) (Attachment 9), will be the basis by which a task is accepted by CDCR. In the case of Tasks, a TED/TAD may be used to approve tasks.

The Contractor shall provide all Tasks required under this Agreement in accordance with the timelines, expectations, and acceptance criteria defined by CDCR. This Agreement is task based, and payment shall occur only upon CDCR's acceptance of completed tasks through the TAD. All Tasks must meet CDCR quality, accuracy, and completeness requirements.

CDCR will develop TEDs for each Task and provide them to the Contractor within thirty (30) days of contract initiation. The Contractor shall review, clarify, and agree to each TED before beginning work. All Tasks must incorporate CDCR feedback and must not be submitted for acceptance until the TED has been fully approved.

1. Operational Periods

Tasks shall be provided across three operational periods:

- a. Implementation Preparation
- b. POC / Pilot Operations
- c. Statewide Operations and Maturation

Each Task listed below corresponds directly to the operational sequencing described Section D. Period of Performance.

2. Implementation Preparation Tasks (Approx. 75 Calendar Days)

- a. Project Management Plan (PMP)

A comprehensive plan detailing methodology, team roles, communication protocols, schedule creation, governance alignment, and project oversight. Must be updated monthly.

- b. Project Implementation Plan

Defines tasks, sequencing, and operational approach required to execute the Solution at RJDCF and Statewide.

- c. Project Schedule (Microsoft Project)

- A resource loaded Work Breakdown Structure (WBS) including tasks, dependencies, timelines, milestones, and CDCR review points. Updated weekly.
- d. Escalation Plan
Describes communication pathways, personnel roles, contact information, and escalation tiers for addressing technical or operational issues.
 - e. Security Management Plan
Documents physical, network, data, and application security requirements; includes breach response, encryption practices, and security controls.
 - f. Training Plan
Defines training strategy, ADA accommodations, delivery formats (e-learning, classroom, hands-on), timelines, benchmarks, and all training materials.
 - g. Public Sender Guides and Brochures
Clear, accessible instructions (English and Spanish) explaining mail submission procedures and digital delivery processes; must be posted online.
 - h. CDCR Staff User Guides
Operational documents tailored to CDCR mailroom, operations, and custody staff describing all Solution features and workflows.
 - i. Investigative User Guide
Role-specific instructions for ISU staff covering investigative tools, keyword search, audit logs, metadata review, and escalation procedures.
 - j. Operations Manager User Guide
Documents administrative and system configuration functions available to the CDCR Program/Operations Manager, and or the CDCR Selected Representative.
 - k. IP Training Materials
Accessible materials (English and Spanish) for use on tablets/kiosks covering navigation, mail access, ADA features, notifications, and self-help content.
 - l. Weekly Status Reports
Weekly project health updates including schedule status, risks, issues, accomplishments, and planned work.
 - m. Acceptance Testing Suite

The following testing tasks must be completed **before** POC / Pilot Operations activation:

- i. Acceptance Test Plan: Defines validation approach for functional requirements.
- ii. Test Procedures: Step by step instructions for validating each requirement.
- iii. Test Cases: Real world scenarios demonstrating compliance with scanning, routing, retention, and review rules.
- iv. Test Results: Documented expected vs actual outcomes.
- v. Test Logs: Audit trail of all testing activities.
- vi. Test Summary Report: Summarizes testing activities, deviations, issues, and readiness status.

3. Proof of Concept (POC) / Pilot Operations Tasks (RJDCF — Up to 2 Years)

a. Maintenance & Service Plan

Defines preventive maintenance schedules, operational uptime expectations, and facility-level support procedures.

b. Annual Security Assessment Report

Annual independent assessment demonstrating compliance with the SIMM / SAM / NIST and documenting vulnerabilities and mitigation.

c. Operational Support Plans

The following plans collectively define system operations during POC and Statewide readiness:

- i. Event Management Plan
- ii. Incident Management Plan
- iii. Crisis Management Plan
- iv. Service Request Management Plan

d. Configuration Management Plan

Defines configuration tracking, version control, documentation, change procedures, and update governance.

e. 90 Day Statewide Readiness Package

Prepared during the POC / Pilot Operations period to support transition to Statewide operations; includes updated training materials, user guides, operational plans, maintenance schedules, security updates, and reporting templates.

4. Statewide Operations and Maturation Tasks (1 Base Year + Optional Extensions)

a. Statewide Reporting Package

Includes all monthly SLA and operational reports such as mail volume, queue aging, contraband events, retention compliance, backup validation, audit logs, and outage reporting.

b. Transition Out Plan

Defines activities, roles, schedules, acceptance criteria, data migration requirements, and knowledge transfer tasks for transitioning the Solution to CDCR or a successor Contractor.

c. Annual Updated Plans

Annually refreshed versions of:

- i. Security Management Plan
- ii. Business Continuity Plan
- iii. Maintenance & Service Plan
- iv. Event/Incident/Crisis/Service Request Plans
- v. Configuration Management Plan

These updates ensure system accuracy, policy alignment, and operational continuity throughout Statewide operations.

N. TASK ACCEPTANCE CRITERIA

All concluded work shall be submitted to the CDCR Program Manager or CDCR Selected Representative, for review, approval, or rejection. Payment for all services performed under this Agreement shall be by time and materials. Throughout this Agreement, the CDCR will review and validate tasks prior to final acceptance. It will be the sole determination of the CDCR as to whether the Contractor Staff work has been successfully completed and is acceptable to the CDCR. Signed acceptance is required from the CDCR Program Manager or CDCR Selected Representative, before approving an invoice for payment, and a TAD shall accompany the invoice.

1. Task Expectation Document (TED)

The purpose of the TED (Attachment 8), is to ensure the CDCR Program Manager or CDCR Selected Representative and Contractor share a common understanding of the task prior to commencing work.

The CDCR shall create the TED's and submit to the Contractor within 30 days of Agreement execution. The Contractor shall review the TED's, meet with the CDCR to approve the TED's. Any TED content that cannot be agreed upon at the end of

the TED creation cycle will be negotiated with the CDCR Program Manager or CDCR Selected Representative and the Contractor. The Contractor will resubmit a final copy for review within five CDCR working days following receipt of the written requested changes.

After the TED is accepted, it will be signed by the CDCR Program Manager or CDCR Selected Representative and Contractor, upon which the Contractor Staff can commence work against said task.

2. Task Acceptance Document (TAD)

After the task is completed and accepted, the Contractor will submit a TAD (Attachment 9), for the CDCR Program Manager or CDCR Selected Representative for review and approval. The accompanying TAD is to be completed and approved within ten (10) calendar days by the CDCR Program Manager or CDCR Selected Representative.

The Contractor shall submit a TAD as noted in the original solicitation and award documents, with each monthly invoice. Each invoice shall clearly identify the rates, as noted on Exhibit B-1, Cost Workbook, and to which fiscal year (FY) and the Contractors invoice is in reference to. The CDCR Program Manager or CDCR Selected Representative must approve and sign the Contractors submitted TAD. Failure to submit a TAD for signature, or if the Contractors invoice does not clearly separate billing rates as noted in Exhibit B-1, may result in a delay in invoice and payment processing.

The CDCR shall be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this Agreement. The Contractor shall complete the TAD (Attachment 9), for all completed work. For any work submitted for payment that is not acceptable to the CDCR, the CDCR Program Manager or CDCR Selected Representative shall submit via email a request to correct work not completed and allow the Contractor 10 business days to complete. In the event the Contractor does not correct the deficiencies to the CDCR's satisfaction, the CDCR Program Manager or CDCR Selected Representative shall submit or request the Enterprise Information Services (EIS) Contract Manager to submit a STD 209, invoice dispute notice to the Contractor. The CDCR and the Contractor shall work together mutually to correct the deficiencies and confirm completion in a timely manner before further payment is made.

The CDCR may approve progress payments against a task based on work completed against said task and as spelled out in the TED.

Invoice approval criteria shall consist of the following:

- a. Assigned tasks were completed as specified and the product/service is deemed by the CDCR to be making satisfactory progress and or a final product was rendered.
- b. Plans, schedules, designs, documentation, and reports are completed as specified and approved.
- c. All documentation and artifact gathering has been completed.
- d. All products/services provided must be in a form useful to the CDCR.
- e. If a product/service is not acceptable, the CDCR shall provide the reason, in writing, within ten calendar days of receipt of the product/service.

O. AGREEMENT COMPLETION CRITERIA

The CDCR Program Manager or CDCR Selected Representative, will perform status monitoring and acceptance of detailed activities and tasks as outlined in Section H. Scope of Work, and Section L, Tasks. Following an assessment of the various tasks and/or confirming tasks has been completed to the CDCR's satisfaction, the CDCR Program Manager or CDCR Selected Representative, will inform the selected Contractor by e-mail when the Contractor's services are completed. Following this notification, the Contractor shall complete and submit a handover report to the CDCR Program Manager or CDCR Selected Representative, confirming completion of the tasks and the status of related work at the time the services were rendered complete.

P. EVALUATION OF CONTRACTOR

The CDCR Information Technology Contract Management Unit (ITCMU) shall provide to the requesting program, and the requesting program shall complete a written evaluation of the Contractor's performance under this Agreement within sixty (60) calendar days following the term end date. The evaluation shall be prepared on the Contract/Contractor Evaluation Form (STD 4) and maintained in the Agreement file for three (3) years. If the Contractor's performance was unsatisfactory, a copy of the evaluation shall be sent to the DGS, Office of Legal Services, within five (5) state working days, and the Contractor within fifteen (15) calendar days, following the completion of the evaluation.

Q. CONTRACTOR ROLES AND RESPONSIBILITIES

The Contractor shall perform and/or provide the following:

1. Provide experienced Contractor Staff with the skill and knowledge appropriate to carry out the services.
2. The Contractor shall provide, to the CDCR Program Manager or CDCR Selected Representative, the name(s) of at least one personnel contact who will act as the lead/responsible party for the purposes of communication and resolving any issues that may arise during the term of this Agreement. This includes, but is not limited to, any details of unaccepted TAD's.

3. Support the CDCR Program Manager or CDCR Selected Representative team with such advice and assistance as may be reasonably requested.
4. Assist the CDCR Program Manager or CDCR Selected Representative, in planning, monitoring, and controlling the activities and tasks to be carried out by the Contractors' Staff.
5. The Contractor shall work closely with the CDCR Program Manager or CDCR Selected Representative and adjust staffing levels appropriately to ensure completion of tasks and maintenance of SLA's.
6. Immediately communicate all issues affecting work, schedule, resources, scope, or cost to the CDCR Program Manager or CDCR Selected Representative.
7. The Contractor is responsible for providing all staffing required to meet the obligations of this Agreement, including the provision of Key Staff, support staff, technical personnel, trainers, operational personnel, customer service personnel, maintenance personnel, subcontractors, and any additional resources necessary to ensure full and timely service delivery.
8. The Contractor shall ensure personnel assigned to this Agreement are appropriately qualified, experienced, trained, available, and capable of fulfilling all responsibilities outlined in this SOW.

R. KEY STAFF

Key Staff represent personnel essential to successful implementation, support, maintenance, and operation of the Solution. Key Staff shall be the Contractor's most experienced personnel and shall oversee work performed by the Contractor and any subcontractors.

The Contractor shall provide four (4) Key Staff under this Agreement:

1. Project Manager

Responsible for overall project leadership, coordination with the CDCR Project Manager, schedule management, daily contract operations, risk/issue management, documentation, ADA compliance oversight, coordination of onsite activities, and ensuring timely completion of implementation tasks and approvals.

2. Training Manager

Responsible for planning, coordinating, and delivering training to CDCR staff and IPs; providing ADA related training; delivering remote and in person training at institutions; preparing and updating training materials; and incorporating CDCR feedback.

3. Maintenance and Operations Manager

Responsible for maintenance and operational support of Solution hardware and software; managing maintenance staff; ensuring compliance with CDCR policies while onsite; and supporting uptime and reliability requirements.

4. Customer Service Manager

Responsible for managing customer support activities; responding to customer inquiries and assistance requests; tracking, monitoring, and reporting customer tickets and escalations; and ensuring timely service responses.

Key Staff shall coordinate all subcontractor activities and ensure full compliance with contractual, operational, technical, and institutional requirements.

5. Key Staff Changes

The Contractor shall ensure the continuous availability of all Key Staff for the duration of the phases specified for each role. The Project Manager shall remain assigned for the entire implementation phase. The Training Manager, Maintenance and Operations Manager, and Customer Service Manager shall remain assigned throughout the contract term unless otherwise approved in writing by CDCR.

Except in cases of leave, illness, death, resignation, termination, or other circumstances beyond the Contractor's reasonable control, the Contractor shall not add, substitute, or remove Key Staff within the first three (3) months of the Contract Term. After the initial three-month period, any Key Staff change requires prior written approval from the CDCR EIS Contract Manager, CDCR Project Manager and/or CDCR Selected Representative.

6. Replacement Requirements

If any Key Staff member becomes unable to perform assigned duties:

- a. The Contractor shall provide a comparably qualified replacement within **thirty (30) calendar days**
- b. The Contractor shall submit a written request to the CDCR EIS Contract Manager, CDCR Project Manager and/or CDCR Selected Representative including:
 - i. Staff Qualifications Form
 - ii. Customer references
 - iii. Current resume
 - iv. Any additional information requested by CDCR
- c. CDCR will respond within **seven (7) business days** with approval or rejection

- d. If rejected, the Contractor shall provide another qualified candidate within **fifteen (15) calendar days**

All replacement Key Staff must meet all mandatory and desirable qualifications listed in the Agreement and must successfully complete CDCR onboarding requirements.

7. Performance Driven Replacement

If CDCR identifies unsatisfactory performance of any Contractor Staff:

- a. CDCR will notify the Contractor in writing
- b. The Contractor shall resolve the issues within **fifteen (15) calendar days**
- c. If uncorrected, CDCR may require replacement of the staff
- d. The Contractor shall provide a replacement candidate within **fifteen (15) calendar days**

8. Advance Notice Requirements

The Contractor shall provide CDCR with ten (10) calendar days advance written notice of any proposed Key Staff change and the reason for the change. The CDCR EIS Contract Manager, CDCR Project Manager and/or CDCR Selected Representative must approve all Key Staff changes before removal of existing personnel or onboarding of replacements.

This requirement applies to all staff changes occurring between Final Proposal submission and Contract Award Date.

9. Staff Qualification and Reference Requirements

All replacement staff must:

- a. Meet all mandatory and desirable qualifications
- b. Provide strong professional references
- c. Demonstrate experience in comparable roles
- d. Successfully complete all CDCR onboarding processes as stated in Section G. Contractor Onboarding.

The CDCR will not compensate the Contractor for efforts required to prepare replacement staff.

10. Failure to Replace Key Staff

Failure to replace Key Staff within required timeframes may result in service-level remedies, including those outlined in the Section I.18.Key Staff Replacement.

S. CDCR ROLES AND RESPONSIBILITIES

The CDCR shall perform and/or provide the following:

1. The CDCR will provide the Department's mission, strategies, and programs.
2. The CDCR will help resolve and escalate contract/project issues within the CDCR organization, as necessary.
3. The CDCR Program Manager or CDCR Selected Representative, will review and approve the work plan for each task before the Contractor staff can commence work.
4. The CDCR Program Manager or CDCR Selected Representative, will review and approve all work products.
5. The CDCR Program Manager or CDCR Selected Representative, will provide Contractor Staff access to applicable files, reports, contracts, documents, and other relevant information as needed by this contract.
6. The CDCR will provide staff availability for all meetings.
7. The CDCR will provide secure access to the IT Headquarters and CDCR Institutions as needed.
8. The CDCR will provide a laptop to the Contractor Staff, if applicable, or as needed.
9. The CDCR will not provide any assistance of a clerical nature for documents or telephone support.
10. The CDCR reserves the right to advance or delay the Statewide Operations period, dependent upon leadership approval and required policy and regulation updates.

T. AGREEMENT CONDITIONS

1. Any Contractor or sub-contractor working remotely must work from a remote location within the United States. Remote work locations outside of the United States are prohibited.
2. The Contractor work hours must be consistent with the CDCR's Staff on-site. The CDCR's normal business hours are 8 A.M. to 5 P.M.PST, Monday through Friday, except for State Holidays. Maintenance that may disrupt connectivity must occur during non-business hours. It is expected that the Contractor Staff and/or Contractor will be available during implementations that are scheduled within these windows.
3. No overtime pay will be authorized for non-standard work hours
4. Time off for the Contractor will be authorized, if there is no foreseeable impact to the work schedule, as determined by the CDCR Program Manager or CDCR

Selected Representative. The CDCR shall not be charged for vacation time used by the Contractor(s).

5. The Key Staff will telework (if applicable) and may be provided a laptop with applicable network access as determined by the CDCR, or VDI access, or no access, as determined by the CDCR Program Manager or CDCR selected representative. The CDCR ISO may issue approval of the use of the Contractor's own laptop and access to the CDCR network via VDI, if necessary.
6. The Contractor shall submit a resume for review of all staff substitutions in advance. All Contractor substitutions must be approved by the CDCR Program Manager or CDCR Selected Representative, the CDCR EIS Contract Analyst and CDCR EIS Contract Manager, and must pass On-Boarding requirements as noted in Section G of this SOW, before work initiation.
7. The CDCR and the Contractor are mutually obligated to keep open and regular channels of communication to ensure the successful execution of this contract. Both parties are responsible for communicating any potential problem or issue to the CDCR Program Manager or CDCR Selected Representative and the Contractor, as well as the Contractor, respectively, within forty-eight (48) hours of becoming aware of said problem.
8. The Contractor certifies appropriate systems and controls shall be in place to ensure state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
9. All application enhancements and new applications developed under this contract are the sole property of the CDCR. The Contractor does not retain rights to work completed under this contract.
10. CDCR Reserves the right to transition communication tablet vendors at any time, therefore integrations and dependencies with network infrastructure may be subject to change. Additionally incurred costs associated with such a transition shall not be charged to CDCR.

U. TRAVEL

No travel will be required to provide these services. Travel may be required to meet the onboarding requirements for live-scanning. Contractor Staff and such expenses will be at the sole expense of the Contractor.

V. TERMINATION OF CONTRACT

The CDCR will have the right to terminate this Agreement upon thirty (30) calendar days advance written notice issued to the Contractor.

W. UNANTICIPATED TASKS

The CDCR is expecting during the Agreement term, legislative and/or program changes may necessitate modifications to this Agreement. Unanticipated Tasks may result in an Amendment, and the Amendment rates are based on the Contractor's rates as identified on Exhibit B-1 Cost Workbook. The agreed-upon rates shall be to support Amendments (change requests) to this Agreement.

Unanticipated Tasks are defined as additional work which must be performed, and are generally within Exhibit A SOW, but were unforeseen and not identified at the time of offer. Both parties shall agree upon the work needing to be performed, which shall result in Unanticipated Costs and Tasks as identified on the Work Authorization (WA) form, Exhibit A-1. No work shall be performed in advance of the Contractor's written proposal and the CDCR approved Amendment of Unanticipated Tasks.

The CDCR limits the budget for unanticipated tasks to not exceed ten (10) percent of the sum of the original Contract as is in accordance with rates as listed in Exhibit B-1.

1. A WA shall be performed for each item of unanticipated work not specified in Exhibit A, SOW. All unanticipated work shall be clearly defined on Exhibit A-1, Work Authorization.
2. Before work can begin, a WA shall be completed by the CDCR Program Manager or CDCR Selected Representative and signed by both the CDCR and the Contractor.
3. Each WA shall outline in detail the purpose, objective, goals, and costs.
4. The CDCR may, at any time, order the Contractor to stop work on any WA. The Contractor shall be compensated for all work performed before any work stoppage.
5. The Contractor shall inform the CDCR Program Manager or CDCR Selected Representative if a WA needs to be revised for additional work hours. It is at the discretion of the CDCR Program Manager or CDCR Selected Representative to accept or reject the request, and the revised WA must be signed by both the CDCR Program Manager or CDCR Selected Representative and the Contractor.
6. The WA shall not supersede the terms of this Agreement; all terms within this Agreement shall remain in full force.
7. The Contractor shall be compensated under the WA by the rates provided on Exhibit B-1, Cost Workbook.

X. WORK AUTHORIZATION AND AMENDMENT LIMITS

1. Work Authorizations (WA's) shall not exceed ten (10) percent of the original Agreement, not including or related to any time and/or money Amendments. WA's must be justified, and be completely separate from any time and/or money

Amendment. Once a WA has been approved, it will be added and considered as an Amendment, separate from any time and/or money Amendment.

2. Period of Performance language may indicate that amendment for optional years may be executed. Upon the execution of these optional years, any further Amendments that add either time and/or money shall not exceed one (1) year, and with a maximum dollar increase of no more than ten (10) percent of the original Agreement
3. Under Emergency justification, special circumstances, or Legislatively mandated conditions, some agreements may be Amended beyond one (1) year and/or 20 percent of the original Agreement amount, and will be solely at the discretion of the CDCR and/or the CDCR Program Manager or CDCR Selected Representative. Any Amendment that adds funding will be subject to the CDCR's Delegated Purchasing Authority thresholds.

Y. CONTACT LIST

CDCR PROGRAM MANAGER

Joel Hirst – Associate Warden – DAI Region IV
ADDRESS: 10750 Fourth St, Rancho Cucamonga, CA 91730
Email: Joel.Hirst@cdcr.ca.gov

CDCR PROJECT MANAGER

Kristofer Floyd – IT Specialist II – EIS / IPCS
ADDRESS: 1960 Birkmont Drive, Rancho Cordova, CA 95742
Email: Kristofer.Floyd@cdcr.ca.gov

CDCR CONTRACT MANAGER

Fon Chinn – IT Specialist I, EIS-ITCMU
ADDRESS: 1960 Birkmont Drive, Rancho Cordova, CA 95742
Email: m_cdcreisitcontractmanagement@cdcr.ca.gov

CDCR CONTRACT ANALYST

Maleka Quettawala, IT Specialist I, EIS-ITCPU
ADDRESS: 1960 Birkmont Drive, Rancho Cordova, CA 95742
Email: Maleka.Quettawala@cdcr.ca.gov

CONTRACTOR

XXXXXXXXXXXXXXXXXXXXX

CONTRACTS AND SALES CONTACT- XXXXXXXXXXXXX

EMAIL ADDRESS: XXXXXXXXXXXXXXXX

PHONE NUMBER: XXX-XXX-XXXX

BILLING AND ACCOUNTING CONTACT-XXXXXXXXXXXXX

EMAIL ADDRESS: XXXXXXXXXXXXXXXX
PHONE NUMBER: XXX-XXX-XXXX

Z. GLOSSARY

1. Definitions

Term	Definition
Allowed Mail	Category of screened and approved mail to be routed to the IP's device
Audit Log (Admin/Staff/Contractor)	Log of administrative and staff activities
Audit Log (IP Activity)	Log of IPs' mail activity
Audit Log (Mail Processing)	Log of all mail processing activities (received, routed for review, routed as allowed)
Authorized CDCR Staff	CDCR Staff designated by the CDCR Operations Manager to access Solution data and reports
Automated Screening	Rule based sorting of scanned mail into routing categories (Allowed, Disallowed, etc.)
Benefits	Entitlements or services (cash payments, healthcare, etc.) provided to qualifying individuals
Chain of Custody	Documented record of evidence/property handling from acquisition through disposition
Contraband	Mail containing prohibited items, substances, or materials barred by law or CDCR policy
Controlled Substance	Mail containing suspected controlled substances; requires law enforcement and ISU contact
Correctional Environment	Facility where IPs are under custody and control per corrections standards
Data	Information such as mail metadata, digital copies, transcriptions, photos, audit records, etc.
Data Breach	Unauthorized access, destruction, loss, theft, modification, or disclosure of data
Data Export / Data File	Exported scanned mail data in specified formats
Disallowed Content	Content posing danger or threat to persons or institutions
Disposition	Disposal actions including Return To Sender, archiving, or other routing outcomes
Encoded Messages	Mail containing coded or encrypted messages

Exception Handling	Routing processes for special mail types (legal docs, currency, sensitive documents)
Exception Handling Workflows	Forwarding/RTS workflows applied to mail handled outside the standard pipeline
First-Class Mail	Regular USPS mail sent to IPs per Title 15 §3133
Flagged for Review	Scanned First-Class Mail requiring CDCR review prior to release to devices
Flagged Mail, Recipient, Sender	Marking correspondence, recipients, or senders for unusual or suspicious activity
Forwarding	Contractor process for redirecting physical mail to CDCR, parole, law enforcement, etc.
Funds Enclosed	Mail containing cash, cashier's checks, money orders, or other currency
Incarcerated Person (IP)	Adult or youth in CDCR custody
Indigent Incarcerated Person	Person with \$25 or less in their trust account for 30 consecutive days
Investigative Staff User	ISU role performing investigative review of mail
Incarcerated Persons' End User Web Application	Web app allowing IPs to view mail
Keywords	Words, phrases, or symbols used to identify mail requiring further review
Kiosk	Stationary device for IPs to access Solution services
Mail Volume	Total incoming First-Class Mail processed in a given period
Mailroom Staff User	Staff role able to route flagged mail, review items, and manage print requests
Non-English Mail	Mail written entirely in languages other than English
Non-Tracking User Class	Users not visible in audit logs
Notifications	Configurable alerts for event-based triggers (sound, banner, vibration, etc.)
Photograph	Any image or illustration attached to mail
Physical Mail	Original hard-copy USPS mail before scanning or digitization
Physical Mail Processing Facility	Offsite Contractor facility where mail is received, scanned, and digitized

Proof of Concept (POC) / Pilot Operations	Initial operational trial to validate technical feasibility
Post Release Web Portal	Web application allowing discharged IPs to access mail for 180 days
Public Web Site	Contractor public site offering FAQs, help lines, retention info, etc.
Retention – Digital	Digital copies of First-Class Mail retained for ≥2 years
Retention – Physical	Physical First-Class Mail retained ≥90 days by the Contractor
Return to Sender (RTS)	Return-to-sender processing workflow
Scanned Mail	All First-Class Mail scanned (excluding sensitive documents, institution bound mail, contraband)
Security Incident	Event jeopardizing confidentiality, integrity, or availability of information
Sensitive Documents	Legal/confidential mail and official documents such as certificates, government forms, and CDCR forms
Service Request	Request for Solution services not tied to system outages
Staff End User Web Application	Contractor staff web app enabling review queues and investigative tools
CDCR Contract Manager User	Role authorized to generate official reports
Subcontractor	Third-party providing services on behalf of the Contractor
System Administrator	Contractor role managing administrative functionality
Timely Delivery of Mail (Title 15)	Seven (7) calendar days from receipt until final disposition
Timely Delivery of Mail (Contractor)	Three (3) calendar days from receipt until routing to categories
Title 15	California regulations governing correctional administration
Trouble Ticket	Issue reported by users relating to system outages or failures
User Guide	Instructional documentation describing Solution functionality

User Privilege	Administrative permissions assigned to users or groups
User Experience (UX)	End user interaction experience with the Solution

2. Acronyms & Operational Terms

Acronym / Term	Meaning
ADA	Americans with Disabilities Act
API	Application Programming Interface enabling software communication
ASA	Average Speed of Answer (customer service metric)
ADP	Average Daily Population
CDCR	California Department of Corrections and Rehabilitation
CDCR ITCPU	IT Contracts Procurement Unit
CDCR Program/Operations Manager, and or the CDCR Selected Representative	CDCR representative overseeing Solution Implementation and M&O
CSV	Comma Separated Values file
DAI	Division of Adult Institutions
EIS	Enterprise Information Services
EXIF	Exchangeable Image File Format metadata
GUI	Graphical User Interface
JSON/XML/PDF	File formats (JavaScript Object Notation, Extensible Markup Language, Portable Document Format)
IP	Incarcerated Person
IPCS	Incarcerated Persons and Community Solutions
ISU	Investigative Services Unit
OCR	Optical Character Recognition (text extraction)
OCS	Office of Correctional Safety
OPS	Office of Policy Standardization
PREA	Prison Rape Elimination Act
RJDCF	Richard J Donovan Correctional Facility
SLA	Service Level Agreement
SLARR	Service Level Agreement Rights and Remedies
SOMS	Strategic Oversight Management System consists of integrated electronic IP management information systems that allow CDCR to realize

	improved safety of correctional staff, incarcerated persons, and the general public
UX	User Experience
WCAG	Web Content Accessibility Guidelines (v2.2 AA)

DEPARTMENT OF CORRECTIONS AND REHABILITATION

WORK AUTHORIZATION FORM

CONTRACTOR NAME		DATE
TITLE OF APPROVED CONTRACTOR SIGNEE		
TASK SUMMARY OF WORK TO BE PERFORMED		HOURLY RATE TO BE APPLIED
START DATE	COMPLETION DATE	
TOTAL ESTIMATED LABOR HOURS	TOTAL ESTIMATED COST	

Unanticipated tasks performed shall be accordance with the SOW, and the rates charged shall be from Exhibit B-1, Rate Sheet, in accordance with Agreement .

CONTRACTOR NAME	TITLE
SIGNATURE	DATE
CDCR REPRESENTATIVE	TITLE
SIGNATURE	DATE

BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, CDCR agrees to pay the Contractor for services accepted in accordance with Exhibit B-1, Cost Workbook attached hereto and made a part of this Agreement.
2. Invoices shall include the Agreement Number and Purchase Order, and upon completion and acceptance of each task, the Contractor shall bill for, but not more frequently than, monthly in arrears. Monthly in arrears is defined as a calendar month from the first day of the month to the last day of the month, including weekends and holidays. Invoices submitted for billing periods for more than one month per invoice will not be accepted by the CDCR. The Contractor shall invoice per job title and hourly rate, and shall mail and email invoices to:

California Department of Corrections and Rehabilitation
Headquarters Accounting Services Section
Attention: MSC 18- General Ledger (GL)
P.O. Box 187021, Sacramento, CA 95818-7018
279-223-3500
APA.Invoices@cdcr.ca.gov

3. Each invoice shall identify the service, by either task and/or title/ service, including month or week, the cost as itemized in Exhibit B-1, and the Contract number. Each invoice shall clearly identify the rate. Invoices not adhering to these guidelines may be rejected or delayed in payment until corrected by the Contractor. Invoices shall be on the Contractor's letterhead, include the Contractor's name, the CDCR Agreement number, and the invoice total.
4. Invoices are submitted to the address identified above. Concurrently, an electronic copy of the invoice shall be submitted to **all** of the names listed below:

The designee assigned to receive the electronic copy of the invoice will be:

California Department of Corrections and Rehabilitation

Program Manager: Joel Hirst
E-mail: Joel.Hirst@cdcr.ca.gov

Contract Manager:
Name: Fon Chinn

E-mail: m_cdcreisitcontractmanagement@cdcr.ca.gov

B. BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

E. SUBCONTRACTORS

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

F. TAXES

CDCR is exempt from federal excise taxes, and no payment shall be made for personal property taxes levied on the Contractor or on any employee wages. The hourly rate shall include all applicable taxes.

G. TRAVEL

No travel will be required to provide these services. Travel may be required to meet the onboarding requirements for live-scanning. Contractor Staff and such expenses will be at the sole expense of the Contractor.

H. OVERTIME AND VACTION

Overtime and vacation for Consultants and/or Trainers are not reimbursed.

I. BILLING FOR SERVICES RENDERED

CDCR Project/Operations Manager, and or a CDCR selected representative, will be responsible for approving payment based on CDCR receipt and approval of invoices. All tasks shall be submitted for approval to the CDCR Project/Operations Manager, and or a CDCR selected representative for review and approval. If the deliverables / tasks are not approved, the Contractor will be notified in writing and must take appropriate measures to correct or remedy the reason(s) for rejection.

The Contractor may not invoice CDCR for any costs exceeding the maximum amount identified to complete specific tasks. Any excess shall be at no cost to CDCR, unless negotiated and preapproved by CDCR where circumstances beyond the control of the Contractor have occurred.

The following DGS provisions for Information Technology are hereby incorporated by reference and made part of this Agreement as if attached hereto:

**Department of General Services Procurement Division, INFORMATION TECHNOLOGY -
GENERAL PROVISIONS CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP (Cloud)**

- [Current Version](#) (Revised and Effective 2/20/2025)

CDCR SPECIAL PROVISIONS

A. ACCOUNTING PRINCIPLES

The Contractor shall adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

B. SUBCONTRACTOR/CONSULTANT INFORMATION

The Contractor is required to identify all subcontractors and consultants who shall perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Enterprise Information Services IT Acquisitions Unit, in writing and within ten (10) working days, of any changes to the subcontractor and/or consultant information.

C. EMPLOYMENT OF EX-OFFENDERS

1. Contractor cannot and shall not either directly, or on a subcontract basis, employ in connection with this Agreement:
 - a. Ex-Offenders on active parole or probation;
 - b. Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
 - c. Any ex-felon in a position which provides direct supervision of parolees.
2. Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:
 - a. Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
 - b. Any ex-offender whose assigned duties are to involve administrative or policy decision-making; accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State of California.

D. LICENSES AND PERMITS

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

E. CONFLICT OF INTEREST

If this is a Consulting Agreement, the Contractor and its employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

1. Contractors and Their Employees

Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than consultant Contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- a. The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- b. The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- c. The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

2. Current State Employees

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
- c. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - 1) Using an official position for private gain;
 - 2) Giving preferential treatment to any particular person;
 - 3) Losing independence or impartiality;
 - 4) Making a decision outside of official channels; and
 - 5) Affecting adversely the confidence of the public or local officials in the integrity of the program.
 - 6) Officers and employees of the Department shall not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

3. Former State Employees

- a. For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- b. For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the twelve (12) month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ

inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by the CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

F. DISCLOSURE

Neither the State nor any State employee shall be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the

Contractor any statement(s) known to State staff made by any inmate or parolee which indicates violence may result in any specific situation, and the same responsibility shall be shared by the Contractor in disclosing such statement(s) to the State.

G. SECURITY CLEARANCE/FINGERPRINTING

The State reserves the right to conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employees' access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

H. NOTIFICATION OF PERSONNEL CHANGES

Contractor shall notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor shall recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

I. CONTRACTOR EMPLOYEE MISCONDUCT

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to:

1. Investigative reports
2. Access to inmates/parolees and the associated staff
3. Access to employee personnel records
4. Information that reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures.
5. Written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation.

To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate

and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

J. NON-ELIGIBLE ALIEN CERTIFICATION

By signing this Agreement Contractor certifies, under penalty of perjury, that Contractor, if a sole proprietor, is not a nonqualified alien as that term is defined by the United States Code (U.S.C.) Title 8, Chapter 14, Section 1621 et seq.

K. WORKERS' COMPENSATION

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expenses, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

L. ADDITIONAL INSURANCE REQUIREMENTS

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate

of insurance, a “true and certified” copy of the policy, or any other proof of coverage issued by Contractor’s insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractor are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor’s insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor’s evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California. The insurance requirements listed herein are to be adhered to by both corporations, and sole proprietors.

For all companies and/or businesses and individual providers, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this Agreement, at Contractor’s expense insured against:

1. Commercial General Liability

Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s limit of liability. The policy must include:

CDCR, State of California, its officers, agents and employees are included as additional insureds, but only with respect to work performed under this contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, contractors shall include all subcontractors as insureds under

Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

The certificate of insurance must include the following provisions:

- a. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State. The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:

State of California
California Department of Corrections and Rehabilitation
Enterprise Information Services
1960 Birkmont Drive, Rancho Cordova, CA 95742

- b. The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California.

2. Auto Liability

Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

3. Professional Liability

Contractor shall maintain professional liability with a limit not less than \$1,000,000 each claim covering damages caused by a negligent error, act or omission. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this contract is executed or before beginning of Contract work.

4. Employee Dishonesty

Employee Dishonesty/Cybersecurity theft – Contractor shall maintain crime insurance with a limit no less than \$1,000,000 covering employee dishonesty; forgery and alteration; and theft, disappearance and alteration; and theft, disappearance and

destruction. The policy is to name the State as loss payee. The loss payable endorsement is to be provided with the certificate.

M. SMALL BUSINESS AND DVBE PARTICIPATION – COMMERCIALLY USEFUL FUNCTION

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following codes: Government Code Sections 14837, 14838.6, 14839, 14842, 14842.5; and Military and Veterans Code (MVC) Sections 999, 999.6, 999.9.

In part, these codes involve requirements for businesses to qualify as a California certified Small Business, Micro business and/or DVBE. The aforementioned companies must perform a **commercially useful function** to be eligible for award and be “domiciled” in California. A suppliers bid will be considered non-responsive and rejected for failure to comply with the definition and requirements set forth in the statutes Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

N. JOINT MEDIA ACTIVITIES

Upon successful implementation, the State may agree to conduct joint media activities, including, but not limited to, White Papers and Case Studies.

The following provisions (Sections O-V) apply to services provided on departmental and/or institution grounds.

O. BLOOD BORNE PATHOGENS

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

P. TUBERCULOSIS (TB) TESTING

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around inmates/parolees shall be required to be examined and tested for medically evaluated by a licensed healthcare provider for TB in an infections or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

Q. PRIMARY LAWS, RULES AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES AND DIVISION OF JUVENILE JUSTICE WARDS

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this Agreement, the Contractor agrees that if the provisions of the Agreement require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

1. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415; California Welfare and Institutions Code (WIC) Section 1712

2. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712

3. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696 and 4697; WIC Section 1712

4. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712

5. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or Officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7

6. Encouraging and/or assisting prison inmates or wards to escape are crimes. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; CRR, Title 15, Sections 4681 and 4710; WIC Sections 1001.5 and 1152

7. It is illegal to give or take letters from inmates or wards without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712

8. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

9. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

10. Interviews with specific inmates are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward, if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), 3177 and 4700(a)(1)

R. CLOTHING RESTRICTIONS

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

S. TOBACCO-FREE ENVIRONMENT

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

T. PRISON RAPE ELIMINATION POLICY

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a Contractor with CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

U. GATE CLEARANCE

Contractor and Contractor's employee(s) and/or subcontractors(s) shall be cleared prior to providing services. The Contractor shall be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance shall include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check shall include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities shall have a valid state driver's license or photo identification card on their person.

V. SECURITY REGULATIONS

1. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the

designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

2. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
3. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor shall furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
4. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
5. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
6. Electronic and communicative devices such as pagers, cell phones and cameras/micro-cameras are not permitted on institution grounds.
7. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
8. No picketing is allowed on State property.

W. EXECUTIVE ORDER N-6-22 RUSSIAN SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.