

STATE OF NEVADA COOPERATIVE CONTRACT


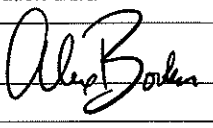
Nevada Contract Number:	99SWC-NV23-15537		
Master Agreement Number:	99SWC-NV22-13385		
Solicitation Number:	99SWC-S1154		
Title:	Inmate Communications		

Government Entity:	State of Nevada, Department of Administration, Purchasing Division		
Address:	515 E Musser St, Ste 300		
City, State, Zip Code:	Carson City, NV 89701		
Contact:	Heather Moon, Purchasing Officer II		
Phone:	775-684-0179	Email:	hmoon@admin.nv.gov

Contractor:	Global Tel*Link Corporation d/b/a ViaPath Technologies ("ViaPath")		
Address:	3120 Fairview Park Drive, Suite 300		
City, State, Zip Code:	Falls Church, VA 22042		
Contact:	Douglas Farmer, Account Executive		
Phone:	540-935-6605	Email:	douglas.farmer@gtl.net

1. **SCOPE.** This purpose of this contract is to provide Inmate Communications – Category 2 – Inmate Kiosks and Tablets and Category 3 – Inmate Phones.
2. **TERM.** Effective Date: 01/01/2023 Termination Date: 12/31/2025 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): Three (3) additional periods of one (1) year each.
3. **ATTACHMENTS**
 - 3.1. The following documents are incorporated in descending order of constructive precedence.
 - A. STATEWIDE CONTRACT TERMS
 - B. INCORPORATED VIAPATH TERMS AND CONDITIONS
 - 3.2. The following documents are incorporated by reference but not attached.
 - A. NASPO CONTRACT PO-99SWC-NV22-13385
 - B. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 2 above.

Government Entity: State of Nevada	Contractor: Global Tel*Link Corporation d/b/a ViaPath Technologies
Signature: 	Signature: 
Name: Gideon Davis	Name: Alexandra Booker
Title: Administrator	Title: Contracts Manager
Date: 9/11/23	Date: September 8, 2023

State of Nevada – Statewide Contract Terms

1. **PARTICIPATION.** The benefits of this contract shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this contract.
 - 1.1. STATE EXECUTIVE BRANCH AGENCIES. All state “Using Agencies”, as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150.
 - 1.2. LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL. Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.
 - 1.3. NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS. The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.
2. **ADMINISTRATIVE FEE**
 - 2.1. Contractor shall pay a quarterly administrative fee payable to “State of Nevada Purchasing Division.” Administrative fee is one percent (1%) and applies to all sales and other revenue, less merchant and interchange fees and adjusted for credits or refunds, by Contractor and any resellers, distributors, partners, or agents under the contract during a quarter, beginning the date of execution of this contract.
 - 2.2. All administrative fee payments shall include the contract number on required documents. If submitting an administrative fee payment for more than one contract, a separate payment and associated documents shall be submitted by Contractor for each contract.
 - 2.3. The State will not issue an invoice for administrative fee owed to the State. Contractor is responsible for payment of administrative fee with no prompting from the State. Contractor shall pay quarterly administrative fee within forty-five (45) calendar days of quarter end in accordance with *Fee Payment and Report Schedule*.
 - 2.4. STATEWIDE CONTRACT QUARTERLY ADMINISTRATIVE FEE REPORT
 - 2.4.1 Contractor shall complete and submit a Statewide Contract Quarterly Administrative Fee Report. The report shall identify payments received by Contractor from authorized entities made pursuant to the contract in the reporting period.
 - 2.4.2 The template for required Statewide Contract Quarterly Administrative Fee Report is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtllyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 2.5. STATEWIDE CONTRACT QUARTERLY USAGE REPORT
 - 2.5.1 Contractor shall complete and submit a Statewide Contract Quarterly Usage Report, to include at a minimum itemized data elements listed below.
 - 2.5.2 The template for required Statewide Contract Quarterly Usage Report is available via a link on the Statewide Contract Quarterly Administrative Fee Report which is available on the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to NVQtllyReport@admin.nv.gov in accordance with *Fee Payment and Report Schedule*.
 - 2.5.3 Data Elements
 - A. Customer Name. Name of entity making the purchase—if customer has multiple locations, please use primary entity name.
 - B. Customer Type. Indicate type of entity making the purchase.
 1. S=State Executive Branch Agency
 2. E=University and Community College
 3. P=Political Subdivision
 4. O=Other Entity

State of Nevada – Statewide Contract Terms

- C. Authorization Number. Purchase Order Number provided by customer to authorize a purchase. If purchase was made with a credit card enter “P-Card.”
- D. Purchase Description. Description of the product(s) or service(s) purchased.
- E. Quantity. Quantities (excluding returns) of product(s) delivered—enter a quantity of one (1) for service(s).
- F. Unit Price. Unit price charged (excluding credits) for product or service purchased.
- G. Total Cost. Extended cost of purchase line—quantity delivered x unit price charged.

2.6. FEE PAYMENT AND REPORT SCHEDULE. Contractor shall pay administrative fee quarterly, if owed, and submit a Statewide Contract Quarterly Administrative Fee Report and Statewide Contract Quarterly Usage Report, even if no payments are made in a quarter, in accordance with the following schedule.

Period End	Report Due
September 30	November 14
December 31	February 14
March 31	May 15
June 30	August 14

2.7. REPORT MODIFICATIONS. The State reserves the right to modify requested format and contents of reports by providing thirty (30) calendar days written notice to Contractor. The State may unilaterally amend the contract, with (30) calendar days written notice to Contractor, to change timing for submission of reports. Contractor understands and agrees that if such an amendment is issued by the State, Contractor shall comply with all contract terms, as amended.

2.8. TIMELY REPORTS AND FEES. If administrative fee is not paid and quarterly reports are not received within forty-five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

3. ORDER OF PRECEDENCE. This contract shall be the primary document for all Orders. An Order, Quote, Service, Agreement, or Purchase Order can dictate an order of precedence, but cannot supersede this contract.

4. ORDERS. Any Order placed by a governmental entity for a Product and/or Service available from this contract shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the contract unless the parties to the Order agree in writing that another contract or agreement applies to such Order. The cooperative contract number and/or state contract number must appear on every Quote/Purchase Order placed under this contract.

5. REQUISITIONS. Orders for Nevada State executive branch agencies as defined in *Participation* will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State. Other entities as defined in *Participation* can purchase directly and be billed by vendor. Orders placed and paid via credit card do not require a PO.

6. SERVICES. All professional services, excluding warranty and break/fix support, requested by Nevada State executive branch agencies as defined in *Participation* will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in *Participation* can purchase professional services directly and be billed by vendor. Pursuant to NRS 333.480(2), Services requiring a contractor’s license issued pursuant to chapter 624 of NRS are not authorized under this agreement.

7. SUBCONTRACTORS. All contractors, dealers, resellers, distributors, and partners as shown on the dedicated Contractor cooperative contract website are approved to provide sales and service support to participants of this agreement. Contractor’s dealer participation will be in accordance with the terms and conditions set forth in the contract.

8. BUSINESS LICENSE. Pursuant to NRS 353.007 any contractor, dealer, reseller, distributor, partner, or person performing work under this agreement must hold a State business license pursuant to chapter 76 of NRS unless exempted pursuant to NRS 76.100(7)(b).

9. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339 any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

State of Nevada – Statewide Contract Terms

10. **GOVERNING LAW.** This contract will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Carson City, Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue. The Parties further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. **FEDERAL LAWS AND AUTHORITIES**

11.1. **CERTIFICATION.** Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

11.2. **COMPLIANCE.** Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations.

11.2.1 Archeological and Historic Preservation Act of 1974, PL 93-291

11.2.2 Clean Air Act, 42 U.S.C. 7506(c)

11.2.3 Endangered Species Act 16 U.S.C. 1531, ET seq.

11.2.4 Executive Order 11593, Protection and Enhancement of the Cultural Environment

11.2.5 Executive Order 11988, Floodplain Management

11.2.6 Executive Order 11990, Protection of Wetlands

11.2.7 Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.

11.2.8 Fish and Wildlife Coordination Act, PL 85-624, as amended.

11.2.9 National Historic Preservation Act of 1966, PL 89-665, as amended.

11.2.10 Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.

11.2.11 Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.

11.2.12 Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

11.2.13 Age Discrimination Act, PL 94-135

11.2.14 Civil Rights Act of 1964, PL 88-352

11.2.15 Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act

11.2.16 Executive Order 11246, Equal Employment Opportunity

11.2.17 Executive Orders 11625 and 12138, Women's and Minority Business Enterprise

11.2.18 Rehabilitation Act of 1973, PL 93, 112

11.2.19 Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646

11.2.20 Executive Order 12549 – Debarment and Suspension

11.2.21 Davis-Bacon Act 40 U.S.C. 3141-3148

11.2.22 Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708

11.2.23 Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)

11.2.24 Byrd Anti-Lobbying Amendment 31 U.S.C. 1352

11.2.25 Americans With Disabilities Act of 1990, PL 101-336

11.2.26 Health Insurance Portability and Accountability Act of 1996, PL 104-191

11.2.27 Equal Pay Act of 1963, PL 88-38

11.2.28 Genetic Information Nondiscrimination Act, PL 110-233

Modifications and Additions to the NASPO Master Agreement #: 99SWC-NV22-13385

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the State of Nevada (the "State" or "Participating Entity") and Global Tel*Link Corporation d/b/a ViaPath Technologies ("ViaPath" or "Contractor"), subject to the following limitations, modifications, and additions:

1. **Title.** Except as specifically indicated in a Service Schedule, title to all equipment provided under this Participating Addendum ("Equipment") shall be and shall at all times remain with the Contractor. Except as specifically indicated in a Service Schedule, all software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Participating Addendum is being provided on a term license only, as long as this Participating Addendum is in effect, and shall not constitute a sale of that IP. Nothing in this Participating Addendum or through Contractor's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Contractor and its licensors.

During the term of this Participating Addendum, Contractor grants the State a non-exclusive, non-transferable, license to use the IP solely for accessing the Services supplied by Contractor in the manner contemplated by this Participating Addendum. The State shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

2. **Relocation of Equipment.** Reserved.

3. **Further Assurances.** During the Term of this Participating Addendum, including any Renewal Term(s) and extensions, the State agrees:

(a) To reasonably protect the Equipment against willful abuse and promptly report any damage, Services failure or hazardous conditions to the Contractor. The State shall not, and shall not allow any third party to, tamper with or otherwise modify the Services or equipment supplied by Contractor under this Participating Addendum or associated software, or connect the equipment or Services or associated software to any hardware or software that is not provided by Contractor.

(b) To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) To permit reasonable access to its respective Facilities without charge or prejudice to Contractor employees or representatives, patrons, or consignees, including permit Contractor authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Contractor to perform its obligations. The foregoing is subject to facility safety policies and procedures, including required forms to be completed by Contractor as applicable.

(d) Exclusivity. Reserved.

4. Confidentiality. The State shall keep confidential any information it learns about Contractor's business or operations that is subject to NRS 333.333. The State may make disclosures as required by law, however before any disclosure, the State will use best efforts to promptly notify the Contractor of the requirement (where such advance disclosure is not otherwise prohibited) and allows the Contractor the opportunity to oppose the disclosure.

5. Data Exchange. Reserved.

6. Indemnification and Limitation of Liability. The Contractor shall not be liable for interruption of telephone or other communication services arising from any cause.

(a) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE PARTICIPATING ADDENDUM, THE SERVICES SUPPLIED UNDER THIS PARTICIPATING ADDENDUM ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PARTICIPATING ADDENDUMOR AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, LACK OF VIRUSES, AND ANY WARRANTY REGARDING THE SECURITY OR RELIABILITY OF EQUIPMENT OR SERVICES. CONTRACTOR DOES NOT WARRANT THAT SERVICES SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL ERRORS MAY BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE SERVICES, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, WHETHER FORESEEN OR UNFORESEEN, ARISING OUT OF THE USE OF EQUIPMENT, PRODUCTS, ACCESSORIES OR SERVICES SUPPLIED UNDER THIS PARTICIPATING ADDENDUM. THE STATE IS SOLELY RESPONSIBLE FOR KEEPING TELEPHONE AND HEADSET CORDS AWAY FROM THOSE WHO PRESENT A RISK TO THEMSELVES OR OTHERS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE, AND ARE NOT INTENDED TO REDUCE REQUIREMENTS WITH RESPECT TO INSURANCE.

(b) Monitoring and Recording. The State agrees that Contractor has no responsibility to advise the State with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities supplied to the State by Contractor under the Participating Addendum, or compliance therewith. The State has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and

recording capabilities supplied through this Participating Addendum. Contractor disclaims any responsibility to provide, and in fact has not provided, the State any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. The State shall be solely responsible for any liability, costs and expenses relating to any claims made against Contractor arising out of failure of the State (or the Contractor at the direction of the State) to comply with such law, regulation or guideline. The State acknowledges that all communication detail records ("DRs") and recordings contained in the Equipment Contractor provides to the State under this Participating Addendum are the exclusive property of the State for the term of this Participating Addendum and any resulting extensions of this Participating Addendum; provided, however, that Contractor shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Participating Addendum, and for other lawful business purposes.

7. Risk of Loss. The Contractor and its insurers, if any, shall relieve the State of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, the State shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of the State or its employees.

8. Default. In the event any Party shall be in breach or default of any material terms, conditions, or covenants of this Participating Addendum and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to the breaching Party, then in addition to all other rights and remedies of law or equity or otherwise, the offended Party shall have the right to cancel this Participating Addendum without liability.

9. Assignment. This Participating Addendum shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of the State. Neither Party shall assign any right and/or obligation under this Participating Addendum without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Contractor shall have the right to assign some or all its rights and/or obligations under this Participating Addendum at any time to any entity that controls, is controlled by or is under common control with Contractor (each an "Affiliate") without the consent of the State; provided, further, Contractor shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Contractor or (ii) a sale of Contractor or substantially all of Contractor's assets shall not constitute an assignment requiring consent of the State for purposes of this Participating Addendum.

10. Solicitation. The State acknowledges that no officer or employee of the Contractor has been employed, induced, or directed by the State to solicit or secure this Participating Addendum with the Contractor upon Participating Addendum, offer, understanding, or implication involving any form of remuneration whatsoever. The State agrees, in the event of an allegation of substance (the determination of which shall be solely made by the Contractor) that there has been a violation hereof, the State shall cooperate in every reasonable manner with the Contractor in establishing whether the allegation is true. Notwithstanding any provisions of this Participating Addendum to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Contractor, the Contractor may terminate this Participating Addendum.

11. Equipment Collection. The State shall allow the Contractor a reasonable opportunity to collect and remove Contractor Equipment from the State facilities.

12. Amendment. No course of dealing between the Parties, their employees, agents or representatives, shall vary any of the terms hereof. This Participating Addendum may be modified, amended, or supplemented only by a written agreement executed by the Parties.

13. Severability. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Participating Addendum. If any provision of this Participating Addendum is found to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Contractor's rights, obligations, or intended benefit under the Participating Addendum shall entitle Contractor to, at its option, renegotiate or terminate the Participating Addendum.

15. Orders. Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that additional terms and conditions apply to the order (including, but not limited to, agreeing that installed Equipment, which shall not otherwise be disconnected or moved by the State from the location to which it is installed, may be relocated through such agreement).

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.