

INMATE TELEPHONE SYSTEM AGREEMENT

_____ with its principal place of business located at _____ (“Vendor”) and Morgan County, Alabama, with its principal place of business at Morgan County Courthouse, 5th Floor, 302 Lee Street, NE, Decatur, AL 35601 (“Customer”) hereby enter into this Inmate Telephone System Agreement (“Agreement”), effective _____ (“Effective Date”).

1. AGREEMENT

- 1.1. Customer grants Vendor the exclusive right and privilege to install and operate the inmate telephone system (“ITS”), and all related inmate monitoring and recording technology equipment at Customer’s facility detailed in [Attachment B – Facility Specifications](#) (“Facility”). Vendor shall, at no cost to Customer, provide all inside wiring for and install the inmate telephones, and all related hardware and software/firmware specifically identified herein, to enable inmates at the Facility to make free, collect, pre-paid and/or debit local, long distance and international calls from the Facility pursuant to the terms set forth herein.

2. TERM

- 2.1. This Agreement shall commence upon the Effective Date above and remain in force for a term of three (3) years with an expiration date of _____ (“Agreement Term”). This Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the Agreement Term. This Agreement will not automatically renew.

3. VENDOR RESPONSIBILITIES

- 3.1. Vendor agrees to all terms and conditions set forth in this Agreement, and Vendor agrees to the specifications, including, but not limited to, the features and functionalities of the inmate ITS technology as listed in [Attachment A - Inmate Communications Systems Features and Functionalities](#). Customer will notify Vendor of its Designated Agent to work as its agent to act on Customer’s behalf (“Designated Agent”). Vendor shall follow Customer’s direction in working with its Designated Agent.

4. SURETY BOND

- 4.1. Vendor shall furnish a Surety Bond in the form of a bond issued by a surety company authorized to do business in the State of Alabama, a Cashier’s Check, or an Unqualified and Irrevocable Letter of Credit, acceptable to Customer, and payable to Customer within ten (10) calendar days after the Agreement execution date and prior to any installation work or equipment delivery. The Surety Bond must be made payable to Customer in the amount of thirty-thousand (\$30,000.00) dollars and will be retained during the full period of the Agreement, and shall continue in effect after the termination of the Agreement in the event that Customer notifies Vendor, prior to the termination of the Agreement, that there is a dispute between Vendor and Customer. Upon such eventuality, Vendor agrees to maintain the Surety Bond in effect until the resolution of the dispute. Personal or company checks are not acceptable. The Agreement number (if applicable) and/or dates of performance must be specified on the Surety Bond.

5. ITS MINIMUM MONTHLY GUARANTEE

- 5.1. Vendor shall pay Customer a Minimum Monthly Guarantee (“MMG”) in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) for each complete month under this Agreement,

- 8.1. Vendor shall pay Customer a revenue share of _____ percent (____%), on all Gross Revenue generated by and through the ITS which consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Vendor in any way connected to the provision of the services pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, all of the following: all surcharges, per minute rates and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, direct billed, debit and pre-paid local, intralata/intrastate, intralata/interstate, interlata/intrastate, interlata/interstate and international calls, single payment calls and voicemails), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Vendor.
- 8.2. Vendor shall pay revenue share on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, taxes, fraudulent calls, LEC adjustments or any other Vendor expense.
- 8.3. Any additional fees to be added to the called party's bill or paid by the called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facility must be approved by Customer prior to implementation. Customer and Vendor shall mutually agree upon the method for compensation associated with the additional charges/fees due to Customer.
 - 8.3.1. Additionally, Vendor shall, within thirty (30) Days, refund each called party and/or inmate for any unapproved additional fees and/or charges from the date the charges/fees were implemented until the date the charges/fees were discontinued.
 - 8.3.2. Should Customer approve the additional fees/charges to remain in effect for the remaining term of this Agreement and any renewal terms, Customer and Vendor shall work together to mutually agree upon the compensation structure to be paid to Customer for the additional revenue generated for Vendor.
 - 8.3.3. Should Customer and Vendor mutually agree that the charges/fees are to be discontinued, Vendor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
 - 8.3.4. Notwithstanding the foregoing, Gross Revenue does not include the following items: County approved Deposit Fees are specified in Attachment C – Rates, Fees and Revenue Share. Vendor Deposit Fees on all inmate telephone calls and voice messages for the full terms of this Agreement are not commissionable, unless otherwise approved in writing by both the Customer and Vendor.
 - 8.3.5. Pre-Paid Account Deposit Fees. Pre-paid account deposit fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with Vendor (directly or through a third party) to accept calls. The pre-paid account deposit fee shall not be applied on a per-call basis. All pre-paid collect fees must be approved by Customer and are subject to the penalty defined above if not approved by Customer in advance. The amount of the pre-paid account deposit fees approved by Customer is specified in Attachment C – Rates, Fees and Revenue Share. Prepaid Account Deposit Fees are not commissionable. Single Payment call fees are commissionable.
 - 8.3.6. Billing Statement Fees. Billing statement fees are defined as fees tariffed by Vendor and charged to called parties for processing a collect call on a LEC telephone bill. All billing statement fees must be approved by Customer and are subject to the penalty defined above if not approved by Customer in advance. The amount of the billing statement fee approved by Customer is specified in Attachment C – Rates, Fees and Revenue Share. Billing statement fees are not commissionable, unless otherwise approved in writing by both the Customer and Vendor.
 - 8.3.7. Required regulatory charges and taxes that are intended to be paid by the called or inmate and then remitted one-hundred percent (100%) by the billing party to the appropriate

governmental agency are identified in [Attachment C – Rates, Fees and Revenue Share](#). Regulatory charges and taxes are not commissionable.

- 8.3.8. A “Free” call shall be defined as a call not generating any revenue or compensation for Vendor. Calls to telephone numbers that appear on the free call list supplied by Customer or from the inmate telephones in booking designated by Customer shall not generate revenue for Vendor and shall not be commissionable to Customer. Only those numbers designated by Customer on the free call list or from calls placed from the intake/booking inmate telephones designated by Customer shall be marked as “Free” in the ITS and designated as such in the Call Detail Records.
 - 8.3.8.1. In the event Vendor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be shown in the monthly facility revenue report and included in Gross Revenue and commissionable to Customer.
 - 8.3.8.2. Unauthorized free calls completed by Vendor shall be deemed part of Gross Revenue and revenue share shall be paid to Customer.
- 8.4. Administrative Setup calls associated with Vendor’s pre-paid collect program are not eligible for revenue share. Vendor’s complimentary calls shall be limited to one (1), one (1) minute call per unique telephone number per month. Customer reserves the right to adjust the configuration and frequency of complimentary calls at any time during the Agreement. Administrative setup calls shall be designated as “COMP-FREE” in the Call Detail Records.
- 8.5. Vendor shall absorb all costs of providing the ITS, including the provision of necessary bandwidth, equipment, wiring, fee collection and accounting. Bandwidth must be sufficient to provide communications quality of service that is equal to the minimum requirements of G.729 codec, and with a Verio SLA 0.5ms average, not to exceed 10ms maximum of jitter; voice blips and/or network congestion will not be tolerated by Customer.
- 8.6. Vendor shall absorb all costs of providing the Jail’s existing sixty-two (62) Video Visitation units with bandwidth for fifty (50) megabytes upload and download. Bandwidth must be sufficient to provide communications quality of service that is equal to the minimum requirements of G.729 codec, and with a Verio SLA 0.5ms average, not to exceed 10ms maximum of jitter; voice blips and/or network congestion will not be tolerated by Customer.
- 8.7. A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. if the ITS considers a tone from an answering machine, voicemail as acceptance). The call shall be deemed complete and commissionable regardless if Vendor can bill or collect revenue on the call.
- 8.8. The Vendor’s monthly Inmate Telephone Revenue Report will summarize all completed Inmate Debit calls, and Total Inmate Debit Gross Revenue. The Vendor’s portion of the revenue shall be deducted from the Customer’s owed commission amount, and shown as a separate line item. The Customer’s Monthly Revenue Report shall also include a summarized Call Detail Record (CDR) report broken down by date, inmate, debit amount, rated amount, and billed amount.
- 8.9. Vendor shall provide monthly revenue share payments and traffic detail reports to Customer on or before the twenty-fifth (25th) day of the month following the traffic month. Revenue share payments shall be sent via wire transfer and traffic detail reports shall be sent electronically in an exportable format to Customer and/or its Designated Agent.
- 8.10. ITS traffic detail reports, in Comma Separated Values (CSV) format, shall include a detailed breakdown of all traffic, including, but not limited to, all collect, pre-paid and debit calls and for each inmate telephone at the Facility:
 - 8.10.1. Facility Name;
 - 8.10.2. Facility Identification Number/Site Identification Number;
 - 8.10.3. Facility Address (Street, City, State and Zip);
 - 8.10.4. Automatic Number Identifier;
 - 8.10.5. Inmate Telephone Station Port/Identifier;

- 8.10.6. Inmate Telephone Location Name;
 - 8.10.7. Local Call, Minutes, Gross Revenue (Per Inmate Telephone);
 - 8.10.8. Intralata/Intrastate Call, Minutes, Gross Revenue (Per Inmate Telephone);
 - 8.10.9. Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - 8.10.10. Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - 8.10.11. Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
 - 8.10.12. International Calls, Minutes Gross Revenue (Per Inmate Telephone);
 - 8.10.13. Revenue Share Rate (%);
 - 8.10.14. Total Calls, Minutes, Revenue and Revenue Share Amount (Per Inmate Telephone);
 - 8.10.15. Total Voicemails, Revenue and Revenue Share, and;
 - 8.10.16. Traffic Period and Dates.
 - 8.10.17. Taxes must be listed in separate field (State, County, City);
 - 8.10.18. Fees must be listed in separate field (USF)
- 8.11. Vendor shall provide system platform Call Detail Records (CDRs) and monthly billing files and a miscellaneous fees/charges report for the ITS no later than the twenty-fifth (25th) day of the month following the month of traffic in an exportable electronic format to Customer or its Designated Agent on a weekly basis. If the 25th falls on a holiday or Saturday, the transfer must take place on the 24th, and if the 25th falls on a holiday or Sunday, the transfer must take place on the 26th.
- 8.12. The billing files, in CSV format, shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:
- 8.12.1. Record ID;
 - 8.12.2. Facility ID;
 - 8.12.3. Terminal ID;
 - 8.12.4. From ANI;
 - 8.12.5. To ANI;
 - 8.12.6. Seconds;
 - 8.12.7. Revenue Period;
 - 8.12.8. Date (yymmdd);
 - 8.12.9. Connect Time (hhmmss);
 - 8.12.10. Billable Time (hhmmss);
 - 8.12.11. Multiple Rate Indicator;
 - 8.12.12. Personal Identification Number Digits;
 - 8.12.13. Originating City;
 - 8.12.14. Originating State;
 - 8.12.15. Bill City;
 - 8.12.16. Bill State;
 - 8.12.17. Rounded Bill Time Indicator;
 - 8.12.18. Bill Number;
 - 8.12.19. LATA ID;
 - 8.12.20. Settlement Code;
 - 8.12.21. Message Type;
 - 8.12.22. Charge Amount;
 - 8.12.23. Additional Fees and Line Surcharges; (taxes and fees must be shown in separate fields)
 - 8.12.24. Specialized Calling Indicator;
 - 8.12.25. Validation Indicator;
 - 8.12.26. Tax Exempt Indicator;
 - 8.12.27. Rate Period, and;
 - 8.12.28. Rate Class.

- 8.13. The raw Call Detail Records (CDRs) shall contain all calls (both attempted and completed) which originate from the Facility for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:
- 8.13.1. Facility Name;
 - 8.13.2. Facility ID;
 - 8.13.3. Agency;
 - 8.13.4. Terminal ID;
 - 8.13.5. From ANI;
 - 8.13.6. To ANI;
 - 8.13.7. Batch Number / ID;
 - 8.13.8. From City;
 - 8.13.9. From State;
 - 8.13.10. To City;
 - 8.13.11. To State;
 - 8.13.12. Station ID;
 - 8.13.13. Phone Name or Location;
 - 8.13.14. Inmate ID;
 - 8.13.15. Personal Identification Number;
 - 8.13.16. Pre-Paid Card ID;
 - 8.13.17. Revenue Period;
 - 8.13.18. Call Start (yymmdd; hhmmss);
 - 8.13.19. Call End (yymmdd; hhmmss);
 - 8.13.20. Seconds;
 - 8.13.21. Call Type (e.g. local, etc.);
 - 8.13.22. Bill Type (e.g. free, collect, etc.);
 - 8.13.23. Cost;
 - 8.13.24. Tax;
 - 8.13.25. Validation Result;
 - 8.13.26. Termination Reason;
 - 8.13.27. LIDB Status, and;
 - 8.13.28. Completion Indicator.
- 8.14. The system CDRs shall be stored in a minimum of three (3) geographically separate locations to avoid any possibility of CDRs being lost.
- 8.15. The miscellaneous charges/fees report shall include a breakdown of all charges and fees applied to (without limitation) calls, transactions, and accounts from the Facility covered under this Agreement, including but not limited to: pre-paid funding fee(s), monthly billing fee(s), regulatory cost recovery fee(s), validation fee(s), etc. regardless of whether the charge/fee was assessed directly by Vendor or a third party. Vendor shall provide a miscellaneous charges/fees report which shall contain, without limitation, the following information:
- 8.15.1. Facility ID;
 - 8.15.2. Terminal ID;
 - 8.15.3. Date;
 - 8.15.4. From ANI (if applicable);
 - 8.15.5. To ANI (if applicable);
 - 8.15.6. Billed ANI;
 - 8.15.7. Bill Type;
 - 8.15.8. Transaction Type;
 - 8.15.9. Fee Type, and;
 - 8.15.10. Fee Amount.

- 8.16. Vendor shall provide monthly miscellaneous charges/fees reports to Customer no later than the twenty-fifth (25th) day of the month following the month of traffic. If the 25th falls on a holiday or Saturday, the transfer must take place on the 24th, and if the 25th falls on a holiday or Sunday, the transfer must take place on the 26th.
- 8.17. Revenue share discrepancies must be resolved by Vendor, and to Customer's satisfaction, within thirty (30) days of receipt of discrepancy notification from Customer or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of Customer. Customer further retains the right to pursue any other legal remedies it deems necessary.
- 8.18. Daily CDRs and revenue share payments, traffic detail reports, billing files, miscellaneous charges/fees report and/or other reports not containing the required fields, received by Customer after the twenty-fifth (25th) day of the month following the traffic month are subject to late charges. If the 25th falls on a Saturday or Sunday, the transfer must take place the following Monday, and if the 25th falls on a holiday, the transfer must take place the next business day.
 - 8.18.1. Late charges for revenue share payments should be equal to five percent (5%) per month of the revenue share due.
 - 8.18.2. Late charges for monthly reporting shall be a fee of five hundred and fifty (\$500.00) dollars per month for each report not received by the twenty-fifth (25th) day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
 - 8.18.3. Late charges for daily CDR reporting shall be a fee of one-hundred dollars (\$100.00) per day for any daily CDR reports not submitted by Vendor, or for each day where the CDR report does not contain all of the fields and information identified above. In the event the daily CDR reports are late or do not contain all of the fields and information identified herein, Customer will allow Vendor three (3) business days to provide the report(s) or corrected report(s). Should Vendor fail to remedy the reporting issues to the satisfaction of Customer, Customer may impose the daily fine until the report issue is resolved by Vendor.
 - 8.18.4. If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges for all three shall apply.
- 8.19. Regardless of a material change in the rules or policies of the FCC applicable to the ITS that occur following the execution of the Agreement, which change affects (a) the ITS rates permitted to be charged by Vendor to inmates under the Agreement; (b) the right of Customer to recover its costs; or (c) the ability for Customer to require Vendor to pay to Customer revenue share, fees (including but not limited to the Cost Reimbursement Payment) or other ITS cost recovery mechanisms, the Customers Minimum Monthly Guarantee will not be affected, per the Vendor's ITB response. Vendor's commission offer is not contingent upon any FCC ruling, and the \$20,000.00 Monthly Minimum Guarantee is fixed irrespective of either an implementation or a stay of any pending FCC Orders.

9. RATES

- 9.1. Both parties have mutually agreed upon the rates and fees for inmate telephone calls, voice message ("Rates") as detailed in [Attachment C – Rates, Fees and Revenue Share](#).
- 9.2. Before any new Rate increases or decreases are implemented for any of the services implemented under this Agreement, Vendor must submit a written request to receive approval from Customer. Customer will respond in writing to Vendor's request.
 - 9.2.1. If Vendor decreases the Rates or fees without the written approval of Customer, Vendor shall be responsible for paying revenue share on the Gross Revenue calculated by applying the applicable Rates and fees prior to the unapproved change.
 - 9.2.2. If Vendor increases the Rates or fees without the express written approval of Customer, Vendor shall be responsible for paying a revenue share on the Gross Revenue calculated

by applying the increased Rates. Vendor must also issue refunds to all overcharged end-users/visitors or inmates within five (5) business days; a list of the issued credits must be provided to Customer as documentation. Customer will not issue a refund of revenue share paid to Vendor for unapproved rate increases. If Vendor is unable to issue refunds and/or provide the required documentation, Vendor shall issue a payment to Customer as concession. The payment amount shall be in the amount of Vendor's portion of the Gross Revenue generated from the overbilled calls, remote video sessions or Tablet applications/services.

- 9.2.3. If Vendor adjusts the Rates in order to complete a call. Vendor could incur a fine of five dollars (\$5.00) per completed call at the adjusted rate. Customer shall notify Vendor of any unapproved adjusted rates of which Customer becomes aware of and shall provide Vendor with an invoice for the total fine due, for which Vendor shall remit payment to Customer within thirty (30) days.

Vendor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call, session or usage is terminated by the ITS respectively. For calls usage where the duration is at least one (1) second, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the Rates are applied

9.4 During the rating process, Vendor shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices. 9.5 Vendor shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International. Calls to all other countries shall be rated as International.

10. RECONCILIATION

- 10.1. From the Effective Date of the Agreement and for a period of two (2) years after the termination of the Agreement, upon ten (10) business days written notice, Customer shall have the right to examine and/or reconcile Vendor's information (records, data, compensation records) pertaining to any and all services provided under the Agreement.
- 10.2. Customer requires Vendor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which revenue share can be determined. The records shall include all CDRs, and communication detail records, EMI billing files, miscellaneous charges/fee reports, pre-paid card sales and associated invoices, debit purchase or usage reports and associated invoices and revenue share reports during the term of this Agreement and for no less than two (2) years after the term of this Agreement.
- 10.3. Customer reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of Customer's sole choice.

11. ASSIGNMENT AND MERGERS/ACQUISITION

- 11.1. The services to be performed under the Agreement shall not be assigned, sublet or transferred without thirty (30) days advance written notification to Customer and then only upon Vendor's receipt of Customer's written consent.
- 11.2. Upon receipt of Customer's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, Customer may assign any and/or all of its rights and obligations hereunder without Vendor's written consent but upon Customer's written notice thereof to Vendor (1) to any affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.

- 11.3. If subsequent to the execution of the Agreement, Vendor merges or is acquired by another entity, the following documents must be submitted to Customer:
- 11.3.1. Corporate resolutions prepared by Vendor and the new entity ratifying acceptance of the terms, conditions and obligations of Vendor under this Agreement;
 - 11.3.2. New Federal Identification Number (FEIN) if applicable, and;
 - 11.3.3. Other documentation requested by Customer.
- 11.4. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products and services in the Agreement shall in no way relieve Vendor of the responsibility for providing the products and services as described and set forth herein.

12. INDEPENDENT VENDOR

- 12.1. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control over the manner or method by which Vendor or its subcontractor perform under the Agreement.

13. TERMINATION/DEFAULT

- 13.1. In the event Vendor fails to perform any terms or conditions of this Agreement, Customer may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of Customer within thirty (30) calendar days of receipt of such notice, Customer may terminate this Agreement without penalty. Upon termination, Vendor shall adhere to the transition requirements as outlined in [Attachment A, Section 3, Transition](#). [In the event of default or breach by Vendor of any of the terms and conditions of this Agreement, and it becomes necessary for Customer to retain services of an attorney relating to said default or breach, Vendor shall pay Customer the reasonable attorney's fees incurred by Customer due to said default or breach.](#)
- 13.2. Should Vendor for any reason be unable to satisfy the requirements contained in the Agreement, or fail to fulfill all of its contractual obligations as required herein, Customer may, at its sole discretion, call for the Surety Bond due, in part or in full, for non-performance, and/or as liquidated damages.
- 13.3. The Vendor cannot re-assign this Agreement to any other company, regardless of acquisitions, mergers, etc., without written agreement and consent from Customer. Any violation of this provision by Vendor will put the Vendor in Default of this Agreement.

14. INDEMNIFICATION

- 14.1. Vendor shall defend, indemnify, and hold Customer and its affiliates, agents, employees, officers, elected officials, directors, the Sheriff of Morgan County and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened under this Agreement, for (a) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Vendor or any of its employees, agents or subcontractors in providing the equipment and services hereunder; (b) the operation of Vendor' business or the ITS; (c) any breach by Vendor of its obligations hereunder; or (d) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the ITS except where such claims, demands or liabilities are due to the sole negligence of Customer, its agents or employees.
- 14.2. Customer agrees to provide Vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to the services rendered by Vendor. Vendor shall defend any such claim at its sole cost and expense. Customer will promptly

advise Vendor of any proposed agreement to compromise or settle any claim and Vendor will have ten (10) days to respond to such proposal.

- 14.3. In the event any infringement claim is made or threatened against Customer, or injunctive relief is granted to a claimant, Vendor shall at its sole cost and expense (a) obtain the right for Customer to continue use of the services; (b) substitute other services of like capability, or (c) replace or modify the services to render them non-infringing while retaining like capability. In the event Vendor is unable to perform any of the above, Customer may terminate this Agreement upon providing thirty (30) days written notice to Vendor and Vendor shall be responsible for all of Customer's costs and expenses of whatever nature or kind in connection therewith.
- 14.4. These indemnities and remedies shall survive the expiration or other termination of this Agreement.

15. INSURANCE

- 15.1. During the period of this Agreement, Vendor, at its own expense, agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of Alabama, and in a standard form approved by the Board of Insurance Commissioners of the State of Alabama. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure Customer, Sheriff of Morgan County, and the Morgan County Sheriff's Office from any loss or damage that may arise to any person or property as a result of the services rendered by Vendor.
- 15.2. Vendor shall provide Customer with a thirty (30) day advance written notice of cancellation or material changes in said insurance.
- 15.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 15.4. Vendor shall provide Customer a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within ten (10) days after Agreement execution. Said certificate shall show Customer, the Sheriff of Morgan County and the Morgan County Sheriff's Office as additional insureds and shall include a waiver of subrogation provision.
 - 15.4.1. Automobile Liability:
 - 15.4.1.1. Bodily Injury (each person): \$1,000,000.00
 - 15.4.1.2. Bodily Injury (each accident): \$2,000,000.00
 - 15.4.2. General Liability (Including Contractual Liability):
 - 15.4.2.1. Bodily Injury or Death (per person): \$2,000,000.00
 - 15.4.2.2. Property Damage (per incident resulting in injury or destruction of property): \$1,000,000.00
 - 15.4.3. Excess Liability:
 - 15.4.3.1. Umbrella Form: \$1,000,000.00
 - 15.4.4. Worker's Compensation: Statutory
- 15.5. Vendor agrees to carry and maintain Worker's Compensation insurance. Proof of Worker's Compensation insurance must be submitted to the County upon Agreement execution.
- 15.6. Customer agrees to provide Vendor with reasonable and timely notice on any claim, demand or cause of action made by or brought against Customer arising out of the service provided by Vendor. Vendor shall defend any such claim at its sole cost and expense.
- 15.7. For any person or contractor with whom Vendor enters into a contract to provide the services defined in this Agreement, Vendor must:
 - 15.7.1. Provide a certificate of insurance coverage, for all persons providing the services defined in this Agreement and prior to beginning work on any project, showing insurance coverage is being provided for the duration of the Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements the State of Alabama Labor Code;

- 15.7.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Vendor's current certificate of coverage ends during the duration of the project;
- 15.7.3. Retain all required certificates of coverage for the duration of this Agreement and for two (2) years thereafter, and;
- 15.7.4. Notify Customer in writing, within ten (10) business days after Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

16. DISCREPANCY

- 16.1. Discrepancies among the following documents shall be resolved in the following order, with the higher ranking documents taking precedence over the lower (shown higher to lower).
 - 16.1.1. This Agreement and any amendments or addenda;
 - 16.1.2. ITB and any amendments or addenda;
 - 16.1.3. Vendor's final bid response including Vendor's response to all questions and answers that were submitted by the Customer.

17. SUBCONTRACTS

- 17.1. Any subcontracts for the products and services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and Customer and to ensure that Customer is indemnified, saved and held harmless from and against any and all claims of damage, loss and cost (including attorney fees) of any kind related to a subcontractor as to those matters described in this Agreement.
- 17.2. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products and services in this Agreement shall in no way relieve Vendor of the responsibility for providing the products and services as described and set forth herein. Vendor shall identify any subcontractors used to provide services under this Agreement.
- 17.3. In the event of unsatisfactory performance, as determined by Customer, Customer may request Vendor to substitution of subcontractor utilized by Vendor to fulfill the obligations under this Agreement.

18. FORCE MAJEURE

- 18.1. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

19. NOTICE

- 19.1. Any notice required by this Agreement shall be supplied in writing in electronic format and/or delivered in person or by registered or certified mail addressed to the party's address listed below. Notice shall be presumed to have been received five (5) business days after it is deposited in a U.S. Postal Service depository.

FOR CUSTOMER:

Customer: Morgan County Commission

FOR VENDOR:

Vendor: _____

ATTN: Chairman Ray Long
Address: 3rd Floor, 119 Lee Street
Decatur, AL 35601

ATTN: _____
Address: _____

ATTN: David Langston and Barney
Lovelace
Address: P. O. Box 2688
Decatur, AL 35602

20. ADDITIONAL REQUIREMENTS AND SPECIFICATIONS

- 20.1. Vendor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable federal and Alabama laws, to the employees and all subcontractors to ensure the facility maintains a drug free workplace. Customer reserves the right to review drug testing results of Vendor’s personnel assigned to work at the facility. Customer may require, at Vendor’s expense, drug testing of Vendor’s personnel if no drug testing records exist or if such test results are older than six (6) months.
- 20.2. Vendor does not, and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986, as amended. Vendor shall provide evidence that it is enrolled and participates in the federal E-Verify program.

21. INTERPRETATION

- 21.1. This Agreement shall be interpreted under, and governed by, the Laws of the State of Alabama. The parties hereto agree that any litigation, lawsuit, or judicial action relating to this Agreement shall be instituted only in the Circuit Court of Morgan County, Alabama, and said action shall not be subject to being removed to Federal Court.

22. SEVERABILITY

- 22.1. If any part of this Agreement is contrary to any Federal, State or Local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision or applications. To that end, the provisions of this Agreement are declared to be severable. If any provision hereof is held invalid by a Court of competent jurisdiction that provision shall be automatically deleted and all remaining provisions shall remain in full force and effect.
- 22.2. If any part, term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, all other provisions nevertheless shall remain valid and effective as it is the intention of the parties that each provision hereof is being agreed upon separately.

23. ENTIRETY, WAIVER AND MODIFICATION

- 23.1. This Agreement, together with any Attachments, represents the entire understanding between Customer and Vendor (collectively “Parties”) with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. Only a written instrument executed by the Party waiving compliance may waive or modify the terms of this Agreement. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either Party of

- any term of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of such term or of any other term of this Agreement.
- 23.2. The waiver by either party of a breach of violation or any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach thereof.

24. CONFIDENTIALITY

- 24.1. The Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.
- 24.2. Each Party including its agents and representatives shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (ii) not disclose, or allow to be disclosed, the Confidential Information to any party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Agreement, and are under the same binding obligation of confidentiality provided herein with respect to any such information; (iii) not use the Confidential Information for any purpose other than to perform under this Agreement, and; (iv) treat all Confidential Information of the other Party with the same degree of care to avoid disclosure to third parties as it uses with respect to the recipient Party's own Confidential Information, but not less than a reasonable degree of care.

25. DISPUTE RESOLUTION

- 25.1. The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the same. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Disputes or controversies related to this Agreement not resolved through negotiation within a period of 60 days shall be governed by and interpreted in accordance with the laws of the State of Alabama without regard to its conflicts of law provisions. In the event of litigation, lawsuit or judicial action relating to this Agreement, the parties agree that such shall be instituted only in the Circuit Court of Morgan County, Alabama, and said action shall not be subject to being removed to Federal court.

26. LIMITATION OF LIABILITY

26.1. In no event shall either party be liable hereunder for loss of profits, loss of goodwill, consequential or punitive damages of any kind regardless of the form or theory of any claim and irrespective of whether such party has been advised of the possibility of such damages.

In Witness Whereof, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

Morgan County, Alabama

[Redacted]

Authorized Signature

Authorized Signature

Ray Long

Typed or Printed Name

[Redacted]

Typed or Printed Name

Chairman

Title

[Redacted]

Title

[Redacted]

Date

[Redacted]

Date

ATTACHMENT A
INMATE TELEPHONE SYSTEM FEATURES AND FUNCTIONALITIES

1. GENERAL REQUIREMENTS

- 1.1. Vendor shall furnish, install and maintain the ITS and all related equipment for use by inmates at the Facility. The Vendor shall provide all services to the inmates utilizing Vendor's ITS System in accordance with those requirements and provisions set forth in this Attachment and this Agreement.
- 1.2. Vendor shall notify Customer within thirty (30) days of any new software upgrades specific to the ITS and associated features that are currently installed at Customer's Facility pursuant to this Agreement. Vendor shall upgrade the inmate ITS with the new software versions and new hardware as required by Customer at no cost to Customer.
- 1.3. Vendor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government at no cost to Customer. The Vendor shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider (ITSP).
- 1.4. Vendor shall provide Consumers with twenty-four 24 (x) 7 (x) 365/366 day Live and Bi-Lingual Call Center access via a toll free number to make inmate phone deposits, or ask questions. Customer will not allow Vendor to only provide IVR at night, weekends, and holidays.

2. SINGLE POINT OF CONTACT

- 2.1. Vendor shall appoint an Account Executive ("AE") who will act as a single point of contact for all ITS inquiries, service requests and issues. Vendor shall provide Customer with contact information for the AE which shall include a toll-free telephone number, mobile number and email address for communication service issues.

3. TRANSITION

- 3.1. Vendor shall work with Customer, and/or its Designated Agent, and the incumbent provider to ensure an orderly transition of services and responsibilities under this Agreement and to ensure the continuity of the services required by Customer.
- 3.2. Upon expiration, termination, or cancellation of this Agreement, Vendor shall accept the direction of Customer to ensure all services are smoothly transitioned and transferred to the new vendor. At a minimum, the following shall apply:
 - 3.2.1. Vendor agrees that all CDRs, communication details, recordings, documentation, reports, data, contained in the ITS are the property of Customer. Customer acknowledges that the hardware and software for the ITS are the property of Vendor.
 - 3.2.2. The CDRs , recordings, documentation, reports, data, for the ITS at the Facility shall be provided to Customer by Vendor on a storage medium acceptable to Customer and in a user-friendly, searchable and electronic format at no cost to Customer within fifteen (15) days following the expiration and/or cancellation of this Agreement. At the end of this Agreement, Vendor shall retain two years of Customer's data and recordings on-line, and provide remaining Customer's data on Vendor provided servers for Customer to retain on-site at no cost.
 - 3.2.3. As an alternative and at no cost to Customer, after expiration, termination, or cancellation of this Agreement, Vendor shall allow Customer access to all CDRs, recordings, documentation, reports, data contained in the ITS through a web based application. Vendor shall provide such access to Customer within fifteen (15) days following the expiration, termination and/or cancellation of this Agreement or within fifteen (15) days following the last day inmate communications services are provided by Vendor, whichever occurs sooner. Vendor shall accept Customer's reasonable decision whether the access provided is acceptable.

- 3.3. Vendor shall discontinue providing service or accepting new assignments under the terms of this Agreement, on the date specified by Customer. Vendor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of this Agreement for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date. Revenue share shall be due and payable by Vendor to Customer at the compensation rate provided in this Agreement until collect, debit and/or pre-paid calls, and voice messages are no longer handled by Vendor.
- 3.4. All inside wiring to the physical ITS shall become the property of Customer at the conclusion of this Agreement. Vendor agrees to remove its equipment at the conclusion of this Agreement in a manner that will allow the reuse of the cabling/wiring associated with the services.

4. INITIAL AND ONGOING INSTALLATIONS

- 4.1. For each installation, the Vendor shall submit an implementation plan that shall include an installation schedule. Initial ITS installations must be completed within forty-five (45) days of the date of Agreement execution. The implementation plan(s) will become a part of this Agreement and must be followed.
 - 4.1.1. If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Vendor may incur liquidated damages in the amount of five hundred dollars (\$500.00) for each day beyond the installation date until the installation is complete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond the Vendor's reasonable control.
 - 4.1.2. Should Vendor incur liquidated damages, Customer will invoice Vendor. Payment of the invoice shall be made to Customer within thirty (30) days of Vendor's receipt of the invoice
- 4.2. Vendor shall be responsible for completing any necessary modifications and/or additions to the inmate telephone equipment, enclosures, partitions, pedestals or other ITS components or configurations at no cost to Customer if such modifications and/or additions are required to comply with changes in the Immigration and Customs Enforcement (ICE) telephone access regulations.
- 4.3. Vendor shall be responsible for all costs associated with the ITS which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.
- 4.4. Vendor shall install a separate, dedicated network for its ITS. Vendor's ITS shall not be configured to reside on or use Customer's network.
- 4.5. Vendor shall install/mount all ITS in accordance with The Americans with Disabilities Act "ADA" and Customer's requirements.
- 4.6. Vendor agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 4.7. The ITS shall comply with all applicable Federal Communication and/or Alabama Public Service Commission regulations.
- 4.8. Use of existing conduit, raceways, cable, wiring, switches and terminal within the Facility is at the risk of Vendor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under this Agreement by Vendor becomes Customer's property upon termination and/or expiration of this Agreement.
- 4.9. Vendor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance (EIA/TIA) wiring standards for commercial building and must be approved by the Facility. This shall be done throughout this Agreement term.
- 4.10. Vendor shall be responsible for installing all new wiring, cabling and network circuits at no cost to Customer to support the provision of the contracted services.

- 4.11. Vendor agrees to obtain Customer's written approval before making any physical changes to the Facility, such as drilling into walls, floors, ceilings or any other portion of the Facility. This includes existing, newly constructed or expanded facilities.
- 4.12. Vendor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment to protect all lines, circuits and equipment used for the ITS at no cost to the Customer.
- 4.13. At no cost to Customer, Vendor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the ITS to ensure there is no loss of audio or real time call data or transactions in the event of a power failure.
- 4.14. Installation of all ITS and related equipment shall be accomplished during normal business hours at the Facility or as otherwise directed by Customer.
- 4.15. Vendor shall provide a signed statement indicating that all circuits have been tested, and that all cables, pairs, blocks, frames, and terminals are legibly marked after completion of each installation.
- 4.16. Vendor shall clean up and remove all debris and packaging material resulting from any work performed at the Facility.
- 4.17. Vendor shall correct any damage to Customer's property caused by maintenance or installation associated with the ITS including repairs to walls, ceilings, and floors.
- 4.18. **System Specific Installation Requirements – ITS**
 - 4.18.1. Vendor shall install all new inmate telephone sets and ITS related equipment. The inmate telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal, and tamper resistant. The telephones must include security screws, and not contain any removable parts.
 - 4.18.2. Vendor shall install privacy partitions for inmate telephones located within housing units designated for ICE detainees or as otherwise required by Customer; the quantity and minimum depth of privacy partitions is specified in [Attachment B – Facility Specifications](#). Customer reserves the right to adjust the required quantity of privacy partitions based on any fluctuations in the population of ICE detainees or as otherwise required by Customer.
 - 4.18.3. Vendor shall install the quantity of wall-mounted hands-free telephones required by Customer as outlined in [Attachment B – Facility Specifications](#).
 - 4.18.4. All telephone equipment shall be powered by the centralized server and shall not require an additional power source.
 - 4.18.5. The telephones must not contain any exterior removable parts.
 - 4.18.6. All inmate telephone sets must include volume control and digital handsets with internal noise-cancelling Confidencer.
 - 4.18.7. Placards containing dialing instructions in English and Spanish shall be placed on each phone and shall be replaced each time an inmate telephone set is replaced.
 - 4.18.8. Vendor shall post calling rates near each inmate telephone or group of inmate telephones. Calling rate flyers and/or additional inmate telephone related information shall be provided by Vendor at no cost upon Customer's request and revised when changes are made.
 - 4.18.9. At no cost to Customer, Vendor shall install additional telephones and related equipment as well as monitoring and recording equipment as needed, within thirty (30) days of request. This includes currently constructed, newly constructed or expanded Facilities.
 - 4.18.9.1. If the installation of the additional telephones is not completed within thirty (30) days, Vendor may incur liquidated damages in the amount of five hundred dollars (\$500.00) for each day beyond the thirty (30) day installation date until the installation is complete. However, Vendor shall not incur liquidated damages if the cause of the delay is beyond Vendor's reasonable control.
 - 4.18.9.2. Should Vendor incur liquidated damages, Customer will invoice Vendor. Payment of the invoice shall be made to Customer within thirty (30) days of Vendor's receipt of the invoice.
 - 4.18.10. Vendor shall install, repair and maintain all Vendor provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation

throughout the Facility. All Vendor-provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Vendor.

- 4.18.11. Vendor shall install inmate telephone back plates and phones in an order to eliminate any type of holes or hidden areas where contraband could be stored.
- 4.18.12. Upon completion of the initial installation and any ongoing installations, Vendor shall provide Customer with a list of telephone IDs, equipment specifications and locations of each device/unit by taping it to the wall in the main equipment room. Anytime Vendor's technicians make changes through Equipment Ports and Inmate Telephone sets, the diagram must be updated, dated, and hung on the wall to replace the original. .

5. ITS AND USER APPLICATION SPECIFICATIONS

- 5.1. Vendor shall ensure that all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
- 5.2. The ITS shall be configured to process all or any combination of the following billing types: collect, free, pre-paid collect, pre-paid destination, debit and/or speed dial.
 - 5.2.1. Any billing types to be implemented or removed regarding the processing and/or completion of inmate telephone calls from the Facility must be approved by Customer in writing prior to implementation or removal. Any billing types implemented or removed without the express written consent of Customer will be considered a breach by Customer of this Agreement.
- 5.3. Vendor agrees to install and maintain the quantity of telephones, enclosures and/or pedestals and etc. required by Customer as outlined in [Attachment B - Facility Specifications](#).
- 5.4. Vendor shall provide a sufficient number of ports, channels, bandwidth to ensure inmates are allowed to place calls ninety-nine point nine percent (99.9%) of the time. Customer reserves the right to require Vendor to revise its configuration should the configuration installed by Vendor result in inmate complaints of poor signal or unavailable prompts. Such configuration changes shall be completed by Vendor at no cost to Customer. At the request of Customer, Vendor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by Customer.
- 5.5. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Vendor shall accept Customer's reasonable decision regarding whether the reception quality is acceptable for both live and recorded calls.
- 5.6. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
- 5.7. The ITS shall be capable of recognizing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, pagers, operator intercepts, quick disconnects, ring back tones, chain dialing and no voice from called party.
- 5.8. The ITS shall be configured to monitor switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Vendor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 5.9. With each call, the ITS shall provide an automated message advising the called party that:
 - 5.9.1. The call is coming from the Morgan County Jail;
 - 5.9.2. The call is coming from a specific inmate, and;
 - 5.9.3. The call may be monitored and recorded.
- 5.10. With each call, the ITS shall clearly identify the type of call being placed to the called party; collect, free, etc. This recording must be free of any charges, and the lowest priced call must be presented first.

- 5.11. The ITS shall allow inmate to record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back to the called party with all subsequent call attempts. Customer requires no more than two (2) seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS. Customer must have ability to delete inmate's name, so that he/she must record it again during the next call.
- 5.12. The ITS must repeat the options to the called party a minimum of two (2) times during the initial call process and must allow the called party to interrupt the prompts by selecting a digit on the keypad.
- 5.13. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated. At Customer's request, Vendor agrees to provide additional language options for the ITS prompts, at no cost to Customer, subject to the standard languages available for the ITS at the time of Customer's request.
- 5.14. Collect calling is required under this Agreement. Vendor shall subscribe to the LEC Line Information Screening Data Base ("LIDB"). Vendor shall query this database as required to maintain a high degree of accuracy for each collect Local Exchange Carrier "LEC billed inmate call and process only those calls which do not have Billed Number Screening ("BNS") Vendor must assume all responsibilities for the cost and the accuracy of validation.
- 5.15. The ITS shall provide a recording back to the inmate which specifically details why a call was not completed. Customer reserves the right to request Vendor to modify/revise the recordings at any time during the term of this Agreement, at no cost to Customer and within thirty (30) days of the request.
- 5.16. The ITS shall allow one (1) free, five (5)-minute local or long distance telephone call, per inmate per PIN; from any inmate telephone at the Facility. Once the inmate has completed his or her free call, the ITS shall process all subsequent calls from the inmate as collect, pre-paid or debit unless the telephone number is configured as free in the ITS.
 - 5.16.1. Any free calls processed in excess of that allowed by Customer will be treated as unauthorized free calls and will be considered commissionable to Customer and payable under [Section 8 – ITS Revenue Share, Payment, and Reporting](#).
- 5.17. Following the dialing sequence, the ITS shall allow the inmate to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up).
- 5.18. In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 5.19. The ITS shall be able to program a specific speed dial code to selected telephone numbers as determined by Customer and at no cost to Customer and without the assistance of Vendor.
- 5.20. Vendor's ITS shall include reverse number lookup technology for called numbers at no cost to Customer. The reverse number lookup must be an integrated part of the ITS and must include analytical tools and reporting that will show addresses provided when prepaid account was activated.
- 5.21. The ITS user application shall allow Customer to query the CDRs for inmate activities and calling patterns. The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries. Additionally, the ITS user application shall allow CDR results to be exported in a format selected by Customer (CSV, PDF, Excel, etc.):
 - 5.21.1. Inmate Name (First, Last);
 - 5.21.2. Inmate Personal Identification Number;
 - 5.21.3. Record Identifier;
 - 5.21.4. Date Range (Start Date/Time and End Date/Time);
 - 5.21.5. Facility;
 - 5.21.6. Called Number;
 - 5.21.7. Originating Number;
 - 5.21.8. Station Port;
 - 5.21.9. Station Name;
 - 5.21.10. Terminal ID;
 - 5.21.11. Call Type;

- 5.21.12. Bill Type;
 - 5.21.13. Duration (minimum and maximum);
 - 5.21.14. Call Amount;
 - 5.21.15. Flagged Calls;
 - 5.21.16. Monitored Calls;
 - 5.21.17. Recording Type;
 - 5.21.18. Completion Type;
 - 5.21.19. Termination Type;
 - 5.21.20. Validation Result;
 - 5.21.21. Pre-Paid Card ID Number;
 - 5.21.22. Phone Group(s), and;
 - 5.21.23. Custom Search.
- 5.22. The ITS user application shall be equipped with, at a minimum, the following standard reports in addition to the CDRs. The ITS user application shall allow Customer to export the reports in a format selected by Customer (CSV, PDF, Excel, etc.):
- 5.22.1. Call statistics by Date Range;
 - 5.22.2. Frequently called Numbers;
 - 5.22.3. Frequently Used Personal Identification Numbers;
 - 5.22.4. Commonly Called Numbers;
 - 5.22.5. Call Detail Report;
 - 5.22.6. Gross Revenue Report by Date Range;
 - 5.22.7. Facility Totals and Statistics;
 - 5.22.8. Called Party/Number Accepting Report;
 - 5.22.9. Fraud/Velocity Report;
 - 5.22.10. Total Calls;
 - 5.22.11. Calling List (PAN) Report;
 - 5.22.12. Pre-Paid Card Report;
 - 5.22.13. Debit Usage Report;
 - 5.22.14. Debit Balance and Funding Report;
 - 5.22.15. Pre-Paid Card Balance Report;
 - 5.22.16. Bill and Call Type Distribution;
 - 5.22.17. Phone Usage;
 - 5.22.18. Voice Verification;
 - 5.22.19. User Audit Trail.
- 5.23. The ITS shall allow for the customization of reports in a form mutually agreed upon by Customer and/or its Designated Agent and Vendor and at no cost to Customer.
- 5.24. Vendor's ITS user application shall at a minimum allow:
- 5.24.1. The creation, modification and deactivation of user accounts;
 - 5.24.2. The creation, modification and deactivation of inmate accounts;
 - 5.24.3. The creation and modification of telephone numbers in the ITS including free telephone numbers without the assistance of Vendor;
 - 5.24.4. Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
 - 5.24.5. Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - 5.24.6. Block/unblock telephone numbers without the assistance of Vendor, and;
 - 5.24.7. Configuring an alert that will detect and prohibit a call made to a restricted number, a call using a restricted PIN, or a call made from a restricted telephone.
- 5.25. Customer reserves the right to enter a free number in the ITS as deemed appropriate by Customer and without assistance of Vendor.
- 5.26. Vendor shall ensure continuous diagnostics and supervision for call processing and call recording. Vendor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.

- 5.27. The ITS shall comply with the Americans with Disabilities Act (“ADA”) requirements including, but not limited to, providing telephones in each housing unit which are accessible to persons in wheelchairs, devices that are compatible with Telephone Devices for the Deaf (“TDD”).
 - 5.27.1. Vendor shall provide the number of TDD telephones and ports specified in [Attachment B – Facility Specifications](#).
 - 5.27.2. Customer requires that TDD calls be recorded in the ITS.
 - 5.27.3. Should ADA requirements change, Vendor will comply with the new standards at no cost to Customer.
- 5.28. The ITS must offer the called party an option to receive a rate quote during the call set-up process.
- 5.29. Vendor agrees to provide pro bono calling services for ICE detainees housed at Customer’s Facility. Pro bono calls will be provided at no cost to Customer and shall be completed as “free” speed dial calls to consulate telephone numbers specified by Customer. Vendor shall accept Customer’s direction for how pro bono calling services are configured via the ITS.
- 5.30. Vendor shall be able to establish an informant line at no cost to Customer. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by Customer. Vendor shall accept Customer’s direction for how the informant line is configured through the ITS.
- 5.31. Vendor shall work with Customer to implement a reporting line which complies with the Prison Rape Elimination Act (“PREA”) of 2003. At a minimum, Vendor shall:
 - 5.31.1. Route free calls via the ITS to a destination provided and designated by Customer which may be the same as that used for Customer informant line.
 - 5.31.2. At no cost to Customer, provide a telephone line to Customer dedicated for PREA calls to which the calls will be routed as free.
 - 5.31.3. Vendor shall have the capability to allow Customer to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by Customer.
 - 5.31.4. Prior to installation, Vendor will coordinate with incumbent to import all existing blocked, free, and privileged numbers into ITS platform.

6. ITS SECURITY FEATURES

- 6.1. The ITS shall prohibit:
 - 6.1.1. Direct-dialed calls of any type;
 - 6.1.2. Access to a live operator for any type of calls;
 - 6.1.3. Access to "411" information service;
 - 6.1.4. Access to 800, 888, 877, 900, 911, and any other 900 type services, and;
 - 6.1.5. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 6.2. The ITS shall prevent call collision or conference calling among telephone stations.
- 6.3. The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). Customer must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
 - 6.3.1. At demarcation location;
 - 6.3.2. By central control, and;
 - 6.3.3. By select housing units.
- 6.4. The ITS shall not accept any incoming calls. Vendor shall work with the LECs to ensure such control.
- 6.5. Vendor’s customer service number shall be displayed on the called party’s caller ID each time a call is placed from the Facility.
- 6.6. The ITS shall have a fraud prevention feature. At the request of Customer, this feature will randomly interject pre-recorded announcements throughout the duration of the conversation to the called party indicating the source of the call. The inmate must not be able to interfere with these announcements.

- 6.7. The ITS, upon detection of a three-way call (call forwarding and conference calls, etc.), shall flag and/or terminate the call immediately. Vendor shall follow Customer's direction on which action to take. Three-way calls shall be flagged in the call detail records as "three-way call."
- 6.8. The ITS shall allow the called party to block their telephone number during the call acceptance process.
- 6.9. The ITS shall allow calls to specified numbers at specified times during the day.
- 6.10. The ITS shall be capable of limiting the length of a call, providing automatic shut off and on times, and allowing a maximum number of minutes or seconds per inmate, per month. The call limit for the Facility is specified in [Attachment B - Facility Specifications](#).

7. PERSONAL IDENTIFICATION NUMBER (PIN) APPLICATION

- 7.1. The PIN application shall work with the ITS allowing inmates to use PINs to complete calls to include all of the following features and functionalities:
 - 7.1.1. The ITS shall provide collect, debit, and pre-paid station-to-station calling.
 - 7.1.2. The ITS shall interface with Customer's Jail <Management System ("JMS") or Inmate Trust Fund software provider to allow inmate PINs to be automatically created, transferred, activated and deactivated in the ITS on the inmate's custody status. Customer shall not be responsible for paying any amount associated with the required interface. The following requirements will apply relative to the interface:
 - 7.1.2.1. Real-time data transfer or near real-time interface with data transfers not to exceed every fifteen (15) minutes. At a minimum, the required data to be transferred is as follows:
 - 7.1.2.1.1. Facility;
 - 7.1.2.1.2. Permanent Inmate ID;
 - 7.1.2.1.3. Inmate Booking Number;
 - 7.1.2.1.4. Inmate PIN;
 - 7.1.2.1.5. Inmate First and Last Name;
 - 7.1.2.1.6. Inmate Housing Location;
 - 7.1.2.1.7. Inmate Custody Status (i.e. active/inactive, etc.), and;
 - 7.1.2.1.8. Inmate Trust Balance.
 - 7.1.2.2. The capability to receive, accept and apply or strip alphanumeric characters in an inmate's ID.
 - 7.1.2.3. The capability to add zeros (0's) in front of any PIN digits that are less than six (6) digits.
 - 7.1.2.4. Should Customer utilize a unique inmate identifier separate from the inmate's PIN and/or permanent ID associated with each inmate, Vendor shall have the capability to receive, accept, and store this unique inmate identifier to allow for query within the ITS, to include but not be limited to inmate information, call recordings, and CDRs.
 - 7.1.2.5. The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
 - 7.1.2.5.1. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - 7.1.2.5.2. JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and allows the inmate, via the ITS, to create the unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - 7.1.2.5.3. JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the

complete PIN; The System must provide an automated private four (4) digit PIN setup feature that allows an inmate to set up his/her own private PIN account. The County or Inmate must have the ability to reset the four (4) digit private PIN. Each Bidder shall include with its bid a detailed description as to how this will be accomplished.

- 7.1.2.5.4. JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
- 7.1.2.5.5. The ITS, without an interface with the JMS, auto-generates the complete PIN, and;
- 7.1.2.5.6. The ITS accepts a manually entered PIN.
- 7.1.3. The interface between the JMS or Inmate Trust Fund software and ITS shall automatically update the status of the PIN in the ITS, if applicable based on the inmate's status in the JMS (e.g. newly booked, transferred, released, etc.).
- 7.1.4. Customer currently utilizes a six (6) digit PIN assigned by the booking officer during the booking process.
- 7.1.5. The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent vendor.
- 7.1.6. PINs shall be required for booking/intake telephone(s).
- 7.1.7. Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any inmate telephone located at the Facility.
- 7.1.8. The ITS shall be capable of limiting calls by PIN to designated group(s) of inmate telephones located at the Facility.
- 7.1.9. The ITS shall document the date and time when an individual PIN was added or modified in the ITS and the user making the change
- 7.1.10. The PINs shall be stored in a database that is accessible to designated users, depending upon the user's password level and authorization;
- 7.2. Customer does not require Personal Allowed Numbers ("PAN") lists at this time. However, Customer may elect to implement the use of PAN lists at any time during this Agreement. Should PAN lists be implemented, the ITS shall have the capability to store a list of PANs associated with each PIN:
 - 7.2.1. PANs shall allow a set quantity of approved telephone numbers for each PIN;
 - 7.2.2. The quantity of approved telephone numbers within a PAN shall be configurable both universally and by PIN;
 - 7.2.3. ITS shall document all updates, modifications and/or details for a PAN (e.g. authorized user's name, modification made, time/date stamp, etc.);
 - 7.2.4. ITS shall store the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate;
 - 7.2.5. The ITS shall have a feature that allows for auto-enrolling PANs to avoid manual entry;
 - 7.2.6. Vendor's ITS shall accommodate specific timeframes (e.g. quarterly, monthly, every 120 days, etc.) for allowing PAN updates/changes, and;
 - 7.2.7. The ITS shall be able to accommodate the implementation of PANs for specific inmates while not affecting other inmates.

8. ITS MONITORING AND RECORDING REQUIREMENTS

- 8.1. The ITS shall permit full monitoring and recording of all calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall exclude those calls and clearly designate non-recorded calls within the ITS user application.
- 8.2. The ITS recording and playback features shall not require Customer to compromise or reduce the security and performance of Customer's network.
- 8.3. The ITS shall have a configurable permissions module to allow Customer administrative staff to grant permissions to specific users based on the user's role and responsibilities.

- 8.4. The ITS shall allow designated users at the Facility to play back a recorded call, or a call in progress (e.g. live monitoring) via the ITS user application on any County or Vendor provided workstations.
- 8.5. The ITS shall record calls in a manner allowing designated users to isolate the inmate or the called party side of the recording for playback.
- 8.6. The ITS shall provide simultaneous playback and continuous recording of calls (“Live Monitoring”).
- 8.7. The Customer shall only need to access the ITS software in order to listen to live monitoring and play pre-recorded calls. The Customer shall not have to access any additional system(s).
- 8.8. Live monitoring shall allow Customer to view, at a minimum, the following information in chronological order.
 - 8.8.1. Call Start Time;
 - 8.8.2. Facility;
 - 8.8.3. Phone Location Name;
 - 8.8.4. Inmate Name;
 - 8.8.5. Inmate PIN;
 - 8.8.6. Called Number;
 - 8.8.7. Called City, State;
 - 8.8.8. Call Type;
 - 8.8.9. Bill Type;
 - 8.8.10. Call Status, and;
 - 8.8.11. Duration.
- 8.9. At no cost to customer all CDRs, including all attempted and completed calls shall be stored online for the life of the Agreement and two (2) years following the expiration or termination of the Agreement and any Addenda and/or Amendments. At no cost to Customer, Vendor agrees to provide Customer with servers that will have all other remaining data and recordings so they can be stored on-site at Customer’s location. Recordings will be in a playable non-proprietary format, CDRs and field names will be defined, and Vendor will provide the Customer with mapping or index referencing to the CDRs and recordings that are defined in the CDR naming convention.
 - 8.9.1. Vendor could pay Customer liquidated damages in the amount of five hundred dollars (\$500.00) per each instance wherein Vendor is unable to produce CDRs throughout the term of the Agreement and for a minimum of two (2) years following the expiration of the Agreement. Customer agrees to notify Vendor of such instances and provide up to seven (7) days per instance for Vendor to produce the CDRs. Vendor shall be notified of the total amount due via written notice from Customer. Customer will invoice Vendor and payment shall be due within thirty (30) days of Vendor’s receipt of invoice.
 - 8.9.2. Vendor agrees to store all ITS and communication recordings in a minimum of three (3) geographically separate locations. All call records, recordings and system data shall be backed up in real-time and available through any Internet enabled computer. All system data shall be backed up to an off-site location nightly throughout the term of the Agreement and for a minimum of two (2) years following the expiration of the Agreement. At no cost to Customer, Vendor agrees to provide Customer with servers that will have all other remaining data and recordings so they can be stored on-site at Customer’s location.
- 8.10. At no cost to Customer all CDRs shall be stored online for the life of the Agreement and for two (2) years following the expiration or termination of the Agreement and any Addenda and/or Amendments. At no cost to Customer, Vendor agrees to provide Customer with servers that have all other remaining data and recordings so they can be stored on-site at Customer’s location.
 - 8.10.1. Vendor’s offline storage process for call recordings shall be accomplished as described in above in **Attachment A – Section 8, Subsection 8.8., Item 8.8.2.**
 - 8.10.2. Vendor’s ITS shall maintain the security, integrity, and reliability of the stored call and video recordings to prevent sound or video distortion, deletion, alteration or manipulation of the recordings.
- 8.11. Vendor shall be responsible for supplying all storage media (CDs/DVDs/flash drives, etc.) at no cost to Customer throughout the life of the Agreement.

- 8.12. Vendor could be held accountable to pay liquidated damages in the amount of one thousand dollars (\$1,000.00) per each instance wherein Customer suffers one or more lost, unrecoverable or un-useable recording(s). Customer agrees to notify Vendor of such instances and provide up to seven (7) days per instance for Vendor to produce the call recordings. Vendor shall be notified of the total amount due via written notice from Customer. Customer will invoice Vendor and payment shall be due within thirty (30) days of Vendor's receipt of invoice.
- 8.13. The ITS shall be capable of providing alerts for certain calling and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination. Alerts shall be able to be sent to cell, home or office phone to enable investigators to control and listen to calls. The ITS shall be able to alert investigators prior to a call being placed or while a call is in progress, so that investigators can listen to and/or approve a call. When an "alerted" call is detected the alert shall be sent to the alert list via email, voice or text (depending on how the alert is configured). The alert shall allow the investigator to deny or approve the call and listen to the call. Investigators shall be able to hear the call at an Internet connected PC or over a phone. Monitoring shall be able to be performed by multiple investigators (up to 20 investigators) at once and shall not affect the ability of the system to record calls and shall not be detectable by either the called party or the inmate. The system shall require a security code, depending on which option the user chooses.
- 8.14. The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
- 8.15. The ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
- 8.16. The copying/during process shall be internal to the ITS platform.

9. PRE-PAID / DEBIT APPLICATION

- 9.1. The pre-paid and debit application must include, but shall not be limited to, the following for ITS:
 - 9.1.1. The pre-paid and/or debit application shall work with the ITS provided;
 - 9.1.2. Vendor's pre-payment/deposit methods available to the called party include, but are not limited to, the following methods:
 - 9.1.2.1. Credit/Debit Card;
 - 9.1.2.2. Money Order;
 - 9.1.2.3. Western Union;
- 9.2. Fees (including those from third parties) associated with the payment options (e.g. funding fee, refund fee, etc.) are listed in [Attachment C – Rates, Fees and Revenue Share](#).
 - 9.2.1. In the event the called party is receiving calls from multiple facilities in addition to calls from the Facility, Vendor shall apply approved funding fees only by destination number and not by facility. Vendor shall allow up to ten (10) destination numbers to be added to a single pre-paid account.
- 9.3. The pre-paid and/or debit application shall be internal to the ITS platform.
- 9.4. The pre-paid application shall allow for pre-payment to a specific telephone number/visitor account and the debit application shall allow for pre-payment to a specific inmate account by an inmate or an inmate's friends or family members.
- 9.5. The debit application shall have the capability to allow inmates to purchase debit via the ITS at a frequency and at an increment approved by Customer. There shall be no transfer fees charged to the Inmate, Customer, or Called Parties for Inmate Debit calling.
- 9.6. The ITS shall provide the inmate with the balance of their debit, pre-paid or visitor account at the time of the call.
- 9.7. The ITS shall provide the called party or visitor with the balance of their pre-paid account at the time of the call.
- 9.8. The pre-paid and/or debit application shall allow international calls.

- 9.9. The ITS shall interface with Customer's current Inmate Trust Fund software provider for ease of transferring money from the inmate's trust fund/commissary account to the ITS debit account as well as refund any unused funds to the trust account upon the inmate's release. Customer shall not be responsible for any costs associated with the required interfaces, and there shall not be any Inmate Debit Transfer or fees charged to any parties.
- 9.10. Customer requires Vendor to issue refunds to called parties for any pre-paid funds remaining in the pre-paid account or upon inmate's request, whether the account is active or inactive within ten (10) days from request. Should an account be deactivated by Vendor, and the called party requests to reactivate the account and receive calls, the funds shall be made available to the called party by Vendor. No fees shall be charged to the called party or inmate for refunds or reactivation of funds associated with a pre-paid account.
- 9.11. Funds deposited to a pre-paid account shall be made available to the called party immediately.
- 9.12. If the called party's or inmate's pre-paid account balance is sufficient to cover a one (1) minute call from the Facility (based on the telephone number dialed), Vendor shall allow the completion of the call.
- 9.13. At the request of Customer, Vendor shall supply Customer with signage/brochures/flyers regarding Vendor's pre-paid program for the ITS at no cost to Customer in both English and Spanish.
- 9.14. All inmate telephone deposits funded at the Jail will be made through the Vend Engine Kiosk. An additional ITS Kiosk will not be allowed.

10. SECURITY

- 10.1. All Vendor employees shall obtain, at Vendor's cost, the appropriate personnel background security clearances prior to arrival at the Facility. All Vendor employees will comply with Customer's policies and procedures. Entry to the Facility of Vendor's employees, agent or subcontractors is subject to the approval of Customer.

11. TRAINING

- 11.1. Vendor shall provide onsite training to Customer's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to Customer. Training manuals shall be provided to Customer's staff at all training meetings and will become the property of Customer. Training manuals shall also be accessible through the ITS platform.
- 11.2. When requested by Customer, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS in English and Spanish at no cost to the Customer..
- 11.3. When requested by Customer, informational pamphlets shall be available for inmates and shall describe the applicable features and functionalities of the ITS & VV.

12. WORKSTATIONS

- 12.1. Vendor shall provide Customer with the quantity of laptops required by Customer as outlined in [Attachment B – Facility Specifications](#), working real-time with the ITS, for such monitoring, recording and reporting. Each laptop shall include a CD/DVD burner, speakers (built in or external), cordless mouse, cordless keyboard, data/audio burning software, laser printer, a licensed copy of Microsoft Office (or equivalent).
- 12.2. The provision of remote access shall allow Customer the same features and functionalities, permitted by the user's level of access, available on Vendor-provided workstations. Each laptop shall include an internal network and WiFi card.
- 12.3. Upon expiration of this Agreement, Vendor agrees to store two (2) years of Customer's data and recordings online, at no cost to Customer and will provide Customer's remaining data on Vendor provided servers that will remain on-site with the Customer.

13. GENERAL MAINTENANCE

- 13.1. Vendor shall respond to repair requests from Customer or its Designated Agent by arriving at the site promptly after reasonable notice has been given twenty-four (24) hours a day, seven (7) days a week, and three-hundred and sixty-five (365) days a year, (366) during leap year.
- 13.2. Vendor shall be responsible for resolving any reported repairs or replacements within five (5) days following notification of a service request or ITS failure (“Cure Period”). Customer may cancel this Agreement if Vendor has not cured a service problem within thirty (30) days of Vendor receiving notice of the problem from Customer.
- 13.3. Repairs or replacement of non-working or damaged equipment or software shall be started by a qualified technician within four (4) hours following notification of a service request or system failure.
 - 13.3.1. Vendor must exhibit to Customer a best effort approach to the completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem.
 - 13.3.2. Customer shall be notified on an hourly basis of progress and/or delays in progress until the problems are resolved. Vendor shall notify Customer any time a technician will be dispatched to the Facility and at a minimum of one (1) hour prior to the technician’s arrival.
 - 13.3.3. In conjunction with the above, Vendor shall adhere to the on-site response time, priority levels and escalation schedule for both normal maintenance and emergency outage/service issues at and/or related to the Facility as described in [Attachment E - Problem Escalation Matrix](#).
- 13.4. Vendor shall perform a full preventative maintenance inspection bi-weekly at the Facility, or at any time as directed by Customer, to include, but not be limited to, the ITS related equipment. The preventative maintenance inspection shall be performed by a qualified technician within five (5) days of the request or as otherwise specified by Customer and shall be at no cost to Customer.
 - 13.4.1. Vendor shall document the preventative maintenance process. Within two (2) business days of each preventative maintenance inspection, Vendor shall provide Customer a Repair Log detailing the inspection of all inmate communications related equipment, all repairs and/or replacement of nonworking or damaged equipment or software, and any other work performed. The Repair Log shall include, but not be limited to:
 - 13.4.1.1. Facility Name;
 - 13.4.1.2. Date;
 - 13.4.1.3. Type of Service ;
 - 13.4.1.4. Equipment Identifier (Station ID, Name or Location);
 - 13.4.1.5. Vendor Ticket Number;
 - 13.4.1.6. Work Performed, and;
 - 13.4.1.7. Resolution Date.
- 13.5. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Vendor will assume liability for any and all such damages.
- 13.6. All operation, maintenance and repair issues regarding the ITS service shall be reported by Vendor to Customer promptly.
- 13.7. Vendor shall provide Customer or its Designated Agent the ability to create, view and track service tickets associated with the ITS.
- 13.8. Vendor shall provide Customer with ITS software upgrades as they become available. All upgrades must be no older than one (1) release of the newest operating system provided to Customer at no additional cost.

14. UPGRADES AND PERFORMANCE PROCESS

- 14.1. Vendor shall provide Customer with written notice, including detailed information, of any new ITS software upgrades or features, within thirty (30) days of the introduction of the new software or features into the industry.

- 14.2. Vendor shall adhere to the following performance process when upgrading the ITS software, equipment, or performing any changes to the ITS at the Facility.
- 14.3. Vendor shall perform extensive testing on all system changes or upgrades prior to introducing them to Customer. At a minimum, this shall include the following:
 - 14.3.1. Extensive testing on a system identical to the ITS at the Facility;
 - 14.3.2. Circuit/network testing;
 - 14.3.3. Configuration/setting preservation testing;
 - 14.3.4. Interface(s);
 - 14.3.5. Remote access functionality;
 - 14.3.6. Authorized user access to all ITS applications; and functionality;
 - 14.3.7. ITS: call processing, debit/pre-paid availability, international calling;
- 14.4. Vendor shall receive written permission from Customer before scheduling or proceeding with any functionality changes to any of the ITS applications at the Facility, especially if the changes will cause an interruption in service.
- 14.5. Vendor shall specifically address compatibility issues related to business standards and system integration for Customer prior to proceeding or scheduling with any communication systems changes.
- 14.6. Vendor shall provide Customer with written details regarding any change to voice prompts or dialing procedures.
- 14.7. Customer, at its option, shall have a minimum of two (2) weeks to notify inmates at the Facility of any changes that affect the inmates or end-users.
- 14.8. Vendor shall work with the Facility to schedule changes and/or upgrades during a time when the affected ITS service is not being used regularly by the inmates. Vendor shall coordinate a convenient time and day with Customer to implement the changes or upgrades to the ITS to avoid an interruption in service.
- 14.9. At the request of Customer, Vendor shall coordinate the presence of a technician at the Facility on the day of implementation to place test calls or video sessions and ensure all services are functioning properly.
- 14.10. All said changes shall be made by Vendor at no cost to Customer.

15. ADDITIONAL TECHNOLOGY

- 15.1. Vendor shall supply the following additional technology features.
 - 15.1.1. **External Automated Voicemail.** External automated voicemail messaging via the ITS shall allow inmates to receive and send voicemails:
 - 15.1.1.1. Customer will not be responsible for any cost associated with an interface if one is required to implement voicemail messaging.
 - 15.1.1.2. The ITS shall record and store all messages. All recordings shall be maintained as described in **Attachment A, Section 8 – Monitoring and Recording Requirements.**
 - 15.1.1.3. The voicemail services shall preserve the call controls configured in the ITS.
 - 15.1.1.4. Customer reserves the right to adjust the configuration of voicemails, such as allowed duration.
 - 15.1.1.5. Vendor’s voicemail application shall utilize the same debit/pre-paid account that the inmate/called party uses for placing/receiving regular phone calls through the ITS.
 - 15.1.1.6. The charge per voicemail and method of compensation to Customer are described in [Attachment C – Rates, Fees and Revenue Share.](#)
 - 15.1.1.7. Customer may discontinue the voicemail feature at any time during the term of this Agreement without penalty.
 - 15.1.2. **Internal Automated Voicemail.** Vendor shall provide internal automated voicemail messaging via the ITS at no cost to Customer. The internal voicemail messaging shall be

available to inmates to file grievances, request medical/dental, submit PREA or crime tips, or file telephone complaints. The internal voicemail feature shall allow Facility staff to voicemail a message to an inmate, a group of inmates, or the whole Facility as a message of the day.

15.1.2.1. The ITS shall record and store all messages. All recordings shall be maintained as described in [Attachment A, Section 8 – Monitoring and Recording Requirements](#).

15.1.2.2. The PREA and crime tips mailbox shall be available to authorized personnel only.

15.1.3. **Investigative Suite** as described in ITB Response D2-System Configuration, # 6.

15.1.4. **IVR Suite** as described in ITB Response D-2 System Configuration, #12.

15.1.5. **Voice Biometrics (VB)** as described in the ITB Response D-2 System Configuration, #11.

**ATTACHMENT B
FACILITY SPECIFICATIONS**

Morgan County Jail
119 Lee Street
Decatur, AL 35601

Facility Specifications	
Call Time Limit	20 Minutes
Hours of Availability for Inmate Telephones	24/7
Number of Inmate Telephones Required	89
Required Telephone Cord Length (Inmate Telephone)	Vendor's Recommendation
Number of Privacy Partitions Required (18" Depth)	0 required at this time, but could be in the future
Wall-Mounted Hands-Free Telephones Required with Volume Buttons	6
Required Telephone Cord Length (Portable/Cart Phones)	Vendor's Recommendation
Cordless Phones Required (Booking, Medical & Facility Test)	3
TDD Units Required	2
Lobby Kiosks	0
Booking Telephones	7
Laptops (Including Printers, etc.)	3
Lobby Courtesy Phone with 5 minute free local calls	1
Public Coin Pay Phones	0

**ATTACHMENT B
FACILITY SPECIFICATIONS**

Morgan County’s **current jail** houses city, county, federal, and state inmates. The Jail is located at 119 Lee Street, Decatur, AL 35601. The current jail’s average daily population for the past six (6) months has been four hundred and eighty (480) inmates. The current jail’s cell block/pod layout are shaped like an octagon, with a secure central control room in the middle, surrounded by seven (7) housing units in C pod, and six (6) housing units in all other pods.

CURRENT JAIL INMATE HOUSING & PHONE INFORMATION

Facility Location	Inmates	Phone Location	Phones	Note
A Pod	92	<ul style="list-style-type: none"> • 2 each in 1, 2, 3, 4, 5, and 6 	12	
B Pod	96	<ul style="list-style-type: none"> • 2 each in 1, 2, 3, 4, 5, and 6 	12	
C Pod	100	<ul style="list-style-type: none"> • 2 each in 1, 2, 3, 4, 5, and 6 • 1 in 7 	13	
D Pod	162	<ul style="list-style-type: none"> • 2 each in 1, 2, 3, 4, and 6 • 3 in 5 	13	
Booking	17	<ul style="list-style-type: none"> • 2 in Female Booking • 5 in Male Booking 	7	1 Female Booking phone in lobby and 1 in FB2. New wiring is needed in old jail.
Kitchen			1	
Jail Lobby			1	Currently 2 payphones, but only need 1 courtesy phone (5 min local free calls)
Infirmery			2	Cordless phones
Facility Test Phone			1	Cordless phone
TTY Units			2	
TOTAL PHONES			64	

The inmate telephone conversion should be easy. The chosen Vendor will just need to swap out the existing fifty-nine (59) inmate telephones in the current Pods shown above. The only wiring needed in the current jail will be to Female Booking Drunk Tank (FB4). All inmate phones must have volume control buttons. Suicide/Drunk phones are needed in MB1, 5, 6, 7, FB 1 and 4. The main equipment room where the D-Mark is located is at the end of MC1 hall. The equipment room is large, clean, and has plenty of room for adding floor racks or wall mounted racks.

**ATTACHMENT B
FACILITY SPECIFICATIONS**

NEW JAIL ADDITION INMATE HOUSING INFORMATION

The new addition to the jail has the capacity to house 150 inmates on each floor, or a total of 450 inmates; the address for the new jail addition is the same as the current jail. The new jail addition has already been pre-wired with fiber. Telephone jacks have already been toned out, and are ready to be plugged in. Each phone jack has already been labeled in the housing units, as well as in the fiber rack located in the new Jail addition equipment room. The equipment room in the new Jail addition is already connected to the equipment room in the existing Jail. The Vendor’s network circuit will be installed in the existing Jail’s equipment room only. The inmate telephone install will be very easy, but back plates will need to be hung for the first time in all of the new Jail locations. There is a need for fifty-four (54) inmate telephones in the New Jail Addition and none of these need to be suicide phones. The only Vendor wiring needs for the new Jail addition will be to add 1 inmate phone in the Work Release lobby, which is in close vicinity to the new Jail addition equipment room.

NEW JAIL ADDITION INMATE HOUSING & ITS PHONE INFORMATION

Facility Location	Inmates	Phone Location	Phones	Note
First Floor	75	1 North	4	
First Floor	75	1 South	4	
Second Floor	75	2 North	4	
Second Floor	75	2 South	4	
Third Floor	75	3 North	4	
Third Floor	75	3 South	4	
Work Release Lobby			1	
TOTAL INMATE PHONES			25	

Booking phones should stay on 24 hours per day, and allow free local five (5) minute calls. The free calls can be limited to a predefined and approved amount of calls per destination number. All other inmate telephones should come on at 6:00 AM and go off at 10:00 PM. There should be twenty (20) minute call duration limits.

**ATTACHMENT C
RATES, FEES, AND REVENUE SHARE**

Financial Incentive Amount for Jail Technology Grant:	\$100,000.00
ITS Minimum Monthly Guarantee Amount:	\$20,000.00

ITS Calling Rates			
Call Type	Collect	Pre-Paid Collect	Debit
	Per Minute Rate	Per Minute Rate	Per Minute Rate
Local	\$0.21	\$0.21	\$0.21
Intralata/Intrastate	\$0.21	\$0.21	\$0.21
Interlata/Intrastate	\$0.21	\$0.21	\$0.21
Interlata/Interstate	\$0.21	\$0.21	\$0.21
Domestic	\$0.21	\$0.21	\$0.21
International	\$0.50	\$0.50	\$0.50
Facility Cost Recovery Revenue Share Amount:		_____% or minimum monthly guarantee whichever is greater.	

ATTACHMENT C RATES, FEES, AND REVENUE SHARE	
Approved Charge/Fee Name	Amount
Pre-Paid Funding Fee (Automated):	\$3.00
Pre-Paid Funding Fee (Live Representative):	\$5.95
Pre-Paid Funding Fee via Cash, Money Order or Check:	\$0.00
Pre-Paid Funding Fee via Third Party (i.e. MoneyGram, Western Union, etc.):	No Markup
MoneyGram: 100% pass-thru only	\$5.95
Western Union: 100% pass-thru only	\$5.95
Other Third Party: Credit Card Company for Single Payment or Text Messaging	Not Allowed
Federal Universal Service Fund Fee:	17.9% (Varies Quarterly)
Applicable Required Taxes: AL doesn't allow for SUSF	Vary (Pass-Through/No Markup)
Monthly Prepaid Auto Deductions or Administration Fees	Not Allowed
Inmate Debit Transfer Fees:	Not Allowed
*Single Payment Call Fees:	*\$3.00
Regional Bell Operating Company Collect Call Bill Statement Fee	\$2.59
VoIP or Wireless Fees	Not Allowed
Prepaid Refund Fees regardless of amount refunded. Citizen Refund Debit Cards are not allowed. Refunds must be submitted via Vendor's check within 14 calendar days from request.	Not Allowed

* Customer will receive commission on Single Payment Call Fees and per minute rates at the same amount as Collect, Pre-Paid, and Debit calls. Single Payment Call fees shall also be listed as a separate line item in the monthly revenue and commission report.

Inmate & Called Party Automated Voicemail

Charge/Fee Name	Charge/Fee Description	Amount
Inbound & Outbound Voicemail	Rate per completed inbound voicemail message.	\$0.25
N/A		
Revenue Share Amount:		%

Single Payment Call Fee

Charge/Fee Name	Charge/Fee Description	Amount
Single Payment Call Fee/Surcharge	Rate charged along with first minute of call.	\$3.00
Single Payment Call Per Minute Rate	Per minute rate	\$0.21
Revenue Share Amount:		%

ATTACHMENT D IMPLEMENTATION PLAN

The major milestones of the implementation of the ITS system are as follows. Vendor should indicate number of days under Duration for all Item Numbers:

Item	Task	ITS Duration	
Pre-Implementation			
1	Review Contract/RFP Requirements	___ day(s)	
2	Conduct Pre-Installation Site Survey	___ day(s)	
3	Installation Plan Review with County	___ day(s)	
4	Coordinate Equipment Removal	___ day(s)	
Equipment and Network Provisioning			
5	Order System Hardware	___ day(s)	
6	Order Network Services	___ day(s)	
Data Exchange Interface Development			
7	Review Current Specification & Format	___ day(s)	
8	Develop Interface, QA, and Test	___ day(s)	
Equipment Build/Test/Ship			
9	Configure Centralized System in Data Center	___ day(s)	
10	Configure Network IAD, QA Test, and Burn In	___ day(s)	
11	Prep Equipment for Shipping, Deploy	___ day(s)	
Existing Data Conversion			
12	Request Data from Current Vendor & Import	___ day(s)	
13	Review Current Vendor Data	___ day(s)	
Site Installation			
14	Verify/Test Network Circuits	___ day(s)	
15	Facility Install	___ day(s)	
15.1	Equipment Set Up and Powered	___ day(s)	
15.2	Phone Swap	___ day(s)	
15.3	Execute Test Plan	___ day(s)	
16	Workstation Setup and Administrative Software Installed	___ day(s)	
17	Verify Inmate ID Data Flow is Accurate	___ day(s)	
18	Cutover	___ day(s)	
18.1	ID Phone Ports	___ day(s)	
18.2	Monitor for Problems	___ day(s)	
Training			
19	Coordinate Training Schedule with Facility	___ day(s)	
20	Provide Training with Training Guides and Materials	___ day(s)	
After Action Reporting			
21	Meet with County to Review Implementation	___ day(s)	
Total		___ day(s)	

ATTACHMENT E- PROBLEM ESCALATION MATRIX

Priority Levels / Response Times

Description of Priority Levels with Examples	Response Times (Maximum Time After Service Request)	Repair Times (Maximum Time after Service Request)
<p><u>Priority Level 1</u></p> <ul style="list-style-type: none"> • Emergency service problems • More than 25% of all Inmate Telephones down at a single facility • Any loss of blocking, monitoring, or recording functionality 	1 Hour	4 Hours
<p><u>Priority Level 2</u></p> <ul style="list-style-type: none"> • Normal Service Problems • 0%-25% of Inmate Telephones down at a single facility • Workstation requiring trouble-shooting 	4 Hours	24 hours