

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

INMATE CALLING SOLUTIONS, LLC	DATE ISSUED:	<u>DATE FEBRUARY 13, 2019,</u>
ATTN: MIKE KENNEDY	CURRENT REFERENCE NO:	<u>19-182-R</u>
2200 DANBURY STREET		
SAN ANTONIO, TX 78217	CONTRACT TITLE:	<u>SECURE INMATE TELEPHONE SYSTEM</u>

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED
UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT
FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 19-182-R including any attachments or amendments thereto.

EFFECTIVE DATE: February 13, 2019

EXPIRES: January 15, 2021

RENEWALS: TWO (2) ONE (1) YEAR RENEWAL PERIODS.

COMMODITY CODE(S): 73086,83912,83931,83986

LIVING WAGE: N

PROFESSIONAL SERVICES: N

ATTACHMENTS:

AGREEMENT No. 19-182 - R

ATTACHMENT A – RFP # 19-182 AWARD LETTER ATTACHED INMATE CALLING SOLUTIONS, LLC

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Inmate Calling Solutions, LLC VENDOR TEL. NO.: (781)987-4455

EMAIL ADDRESS: mkennedy@icsolutions.com

COUNTY CONTACT: Javier Iturralde COUNTY TEL. NO.: (703) 228-7985

COUNTY CONTACT EMAIL:

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 19-182

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **Inmate Calling Solutions, LLC, dba ICSolutions (ICS)**, ("Contractor"), a corporation with a place of business at 2200 Danbury Street, San Antonio, TX 78217 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (**Arlington County Detention Center**). The County and the Contractor, for the consideration and quantity (ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of a Rider Agreement, **Exhibit A**, Scope of Work & Location, **Exhibit B**, Equipment & Installation. **Exhibit C**, Call Rates & Services, **Exhibit D**, Commissions & Rate Lists. **Middle Peninsula Regional Security Center (MPRSC)** with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to **(MPRSC)** and extended by the Contractor to the Arlington County Detention Center on the same terms and conditions as the Contractor's agreement with **(MPRSC)**, and substituting the phrases "County Board of Arlington County" or "Arlington County Detention Center", as appropriate, for the phrase wherever those phrases appear in the contract document. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of services for the Arlington County Detention Center ("Work") shall commence upon the execution of the Agreement by the County, and shall be completed no later than January 15, 2021 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if **(MPRSC)** renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than an additional twelve (12) month periods from **(MPRSC)**, ("Subsequent Contract Term"). However, if **(MPRSC)** does not renew their agreement identified in Exhibit A, this agreement shall automatically expire on the date of January 14, 2021 contract expiration date.

3. CONTRACT PRICING

Inmate calling services (ICS) will pay the Arlington County Detention Center the commission amounts set forth in Exhibit D, no commission should will be paid to the Facility on amounts relating to taxes regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

4. PAYMENTS

Inmate calling solutions (ICS) shall provide collect calling services to End-Users, on both a pre-paid and post billed basis, at the rates and charges set forth on Exhibit C, ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of the regulatory authority having applicable jurisdiction.

5. SCOPE OF WORK

The Contractor agrees to provide telephone services to Inmates at the Arlington County Detention Center, Arlington Virginia, all equipment will be properly installed by trained ownership described in the Contract Documents (hereinafter "the Work"). The primary purpose of the service.

The Contract Documents set forth the minimum Work estimated by the Arlington County Detention Center and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Arlington County Detention Center for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges

that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

14. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

Inmate Calling Solutions, LLC

ATTN: Mike Kennedy

2200 Danbury Street

San Antonio, TX 78217

Contact Information for the Department:

Javier Iturralde
Public Safety Procurement Specialist
2100 Clarendon Boulevard
Arlington, Virginia 22201

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Attn: Sharon Lewis
Email: SLewis1@arlingtonva.us

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

INMATE CALLING SOLUTIONS, LLC

AUTHORIZED
SIGNATURE: Francine Morris

AUTHORIZED
SIGNATURE: Mike Kennedy

NAME: FRANCINE MORRIS
TITLE: PROCUREMENT OFFICER

NAME: MIKE KENNEDY
TITLE: V.P OF SALES AND MARKETING

DATE: JANUARY 22, 2019

DATE: February 13, 2019

INMATE PHONE SERVICE RFP

1.0 SCOPE/INTENT

The Middle Peninsula Regional Security Center (MPRSC) is requesting sealed proposals for a fully operational, flexible, secure and reliable inmate telephone system. The provision of inmate phone service and the quality and reliability of service are a high priority. MPRSC has determined to issue a Request for Proposals for this service, rather than an Invitation to Bid, because it is impractical and not fiscally advantageous to use competitive sealed bidding due to the fact that it is difficult to write specifications, and service is the most important consideration.

Suppliers offering a proposal in response to this RFP shall be responsible to submit technical solutions based on their programs that meet or exceed the goals and objectives set forth herein.

2.0. Project Information

Site Name, Address & Telephone	Average Daily Population	Inmate Telephones	Workstation Qty

2.1 SCHEDULE OF EVENTS

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP to the contract award:

<u>Event</u>	<u>Date</u>
RFP Issuance	April 22, 2013
RFP Questions Due	May 1, 2013
Proposal Due Date	May 30, 2013
Proposal Evaluation Completed	June 5, 2013
Contract Signed	June 15, 2013
System In Service	July 1, 2013

The MPRSC reserves the right to change the schedule of events, as it deems necessary. In the event of a major date change, known participants will be notified.. The MPRSC also reserves the right to issue addenda to the RFP up to seven (7) days before the proposal due date to clarify the requirements and respond to bidder questions. Vendors shall acknowledge receipt of all addenda in their proposals.

2.2 PROPOSAL FORMAT

To enable MPRSC to fairly evaluate each proposal, each proposer shall use the following proposal format:

Cover Letter
Table of Contents
Executive Summary
Point-by-Point RFP Response
Commission Offer Form and Sample Commission Calculation
Rate Information
References
System Information Attachments or Exhibits

2.4 CONTRACT PERIOD

Any contract awarded as a result of this RFP shall remain in effect for a period of sixty (60) months from date of installation. Upon expiration of the initial term, this agreement may be renewed for up to two (2) consecutive additional one (1) year terms, provided both parties mutually agree in writing. Notice to extend under this provision shall be provided to the contractor no less than sixty (60) days prior to the expiration date.

2.5 AWARD

MPRSC shall evaluate all proposals submitted to this RFP. The award will be based on general criteria, as outlined in paragraph 2.6 of this RFP. After an initial screening process, the proposer may be asked to make an oral presentation of its proposal. All arrangements and scheduling shall be coordinated by the RFP contact.

MPRSC expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation.

MPRSC reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the Vendor nor obligates the MPRSC in any manner. MPRSC reserves the right to award no Agreement and to solicit additional offers at a later date.

2.6 SELECTION CRITERIA

- RELEVANT EXPERIENCE
- FINANCIAL PROPOSAL
- PROPOSED SOLUTION
- OPTIONS OFFERED

2.7 INSTALLATION REQUIREMENTS

1. Turnkey Installation – Proposer shall be responsible for all costs associated with the inmate telephone system, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day- to-day operation. MPRSC shall have no responsibility for any costs associated with the system.
2. Proposer is responsible for determining all wiring and software requirements; costs associated with the conversion of service from current inmate telephone system providers to the successful new service provider. Successful proposer shall coordinate all details of switching out services with the current vendor.

2.8 SERVICE AND SUPPORT REQUIREMENTS

1. Successful Contractor shall be responsible for maintenance support on a twenty-four (24) hour, seven (7) day per week basis.
2. **Describe**, in detail, your company's service and maintenance program. Include remote programming, diagnostics, downloading and trouble-shooting. Describe how the phones are polled, how often, and what information is gathered during remote diagnostics.
3. Wherever "**Maintenance**" is specified in this section, it shall mean "**Software and/or Hardware and/or other telephone equipment Maintenance, Support and repair and/or replacement requirements**".
4. All costs for maintenance, support, software and equipment, to include upgrades, will be borne by the successful proposer, and will not be deducted from any commissions.

5. During the term of any contract awarded as a result of the RFP, successful proposer agrees to provide maintenance to diagnose problems, determine proper solutions and provide:
 - i. The implementation of any required solutions, changes, modifications, updates or other services which are necessary to allow the Software, Hardware and any other telephone equipment to perform in accordance with the specifications as set forth in the RFP
 - ii. Upgrade the Software and/or hardware to its required performance standards as required in the RFP
 - iii. Telephone support shall be available to accept calls regarding maintenance twenty-four (24) hours a day, seven (7) days a week. Describe the location of your technical services call center(s), and indicate whether, and under what circumstances, a maintenance call from the facility will ever be answered by a service representative located outside of the United States.
 - iv. Successful proposer shall respond to a telephone request for maintenance within four (4) hours after the initial notification.
6. Vendor is requested to offer the option to provide a part time system administrative technician. This individual will be provided to MPRSC by the vendor at no cost to MPRSC. The Administrative Technician will be on site for a minimum of 20 hours per week. The commission form provides space to quote a commission with and without this option.
7. Telephone support shall be available to accept calls from inmate call recipients (friends/family) regarding customer service, billing, and prepaid account setup and funding twenty-four (24) hours a day, seven (7) days a week. Describe the location of your customer service call center(s), and indicate whether, and under what circumstances, a customer service call from an inmate call recipient will ever be answered by a service representative located outside of the United States.

2.9 CALL RATING AND COMMISSION ACCOUNTABILITY

1. A copy of current rates shall be on file with the MPRSC. The MPRSC must be notified, in writing, of any proposed increases or decreases in the rates charged. MPRSC **MUST** approve increases/decreases in rate(s) prior to any change.
2. Any change in Tariff (Increase or Decrease) which is not approved by MPRSC in writing in advance of the change shall be grounds for termination of the contract.
3. The commission offered to the MPRSC shall be based on total gross revenues, with no deductions for fraud, bad debt, uncollectible, unbillable calls. No deduction shall be made for any cost of providing the service described.
4. Commissions shall be paid on all call types: Collect, Direct Billed, PrePaid Collect, Advance Pay, Debit and Debit Card.

5. Commissions shall be paid MONTHLY and shall be accompanied by an inmate telephone commission and summary report which shall include, at a minimum, the following information:

Date of Report
Time Period Covered
Total Number Calls
Total Number Minutes
Total Gross Revenue (as defined above)

Such payment shall arrive no later than 45 days following the calendar month for which commissions are being paid.

6. Failure to pay accurate commissions on a regular, monthly basis shall be grounds for cancellation, without penalty, of any agreement executed as a result of the RFP
7. Proposer must provide an alternative billing option to called parties who are categorized as unbillable by virtue of their selection of an alternative local carrier for service. System proposed **MUST** permit the first call attempt to complete and must provide the called party with immediate access to live customer service representatives for account setup. Such access must be accomplished by pressing a single key on the called party's telephone keypad. Although the called party may be provided a toll free number to call for information or account set-up, this **MUST NOT** be the only alternative. Called party account set up must include various payment options such as: credit card, electronic check, Western Union, etc.
8. Commissions shall be presented in the proposal using the enclosed Commission offer form. Failure to complete this form will be grounds for disqualification of your proposal.
9. Facility must have immediate access to rated call records on a real-time or near real-time basis. Once a call has ended, the rated call detail record should be available for reporting using the web-based inmate phone system. Remote report generation by the Contractor is not an acceptable alternative; intervention by the Contractor must not be necessary for authorized facility personnel to access rated call detail records.

2.10 TECHNICAL REQUIREMENTS AND SPECIFICATIONS

The following identifies the minimum requirements of the desired inmate telephone system:

1. "State of the Art" technology and web based equipment with multilevel password security access. The architecture shall be expandable to allow future growth.
2. The Inmate Phone System shall process all Inmate Calls on an outgoing, station-to-station basis.
3. All phones shall limit one call per connection.
4. No incoming calls shall be permitted.

5. All Inmate calls shall be processed by an automated operator and shall not allow access to a live operator at any time.
6. After the dialing sequence, the inmate shall be put "ON HOLD". The inmate shall NOT be permitted to monitor call progress and shall NOT be allowed to communicate with the called party, until the call is positively accepted.
7. The system shall be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.
8. The system shall brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility, and pre-recorded name of the inmate initiating the call. The system shall have, at a minimum, multi-lingual capabilities for English and Spanish.
9. The system shall provide as a minimum the following security, control and investigative features.
 - A. Deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers. Allow the blocking of specific telephone number such as victims, witnesses, judges, and county staff.
 - B. The system shall be capable of allowing free local calls to certain numbers such as Public Defender, Crime Stoppers, etc.
 - C. Ability to control call duration on the basis of time limits and time of day restrictions.
 - D. The ability to set time limits and calling hours for destination numbers.
 - E. Provide the capability to assign and use "PIN" management with the inmate telephone system. Integration with the facility's Jail Management System (JMS) is required to automate the PIN assignment process. The MPRSC utilizes the OMS JMS. The JMS vendor is DSI and they will charge/will not charge. If there is a charge the selected vendor is expected to cover this expense.
 - F. The system must offer the option of voice biometric technology. This feature must be an integrated part of the call processing system and must offer related analysis tools and capabilities. Products which continue to analyze the voice throughout the length of the call are preferred. The MPRSC will not be a "beta site" for unproven technology. Therefore, your references must include at least two sites where this technology has been in service as an integrated part of the proposed inmate phone system for at least 6 months.
 - G. The system must offer the option to record and monitor the visitation booths. At present 12 visitation booths are in use. The inmate must be required to enter a valid PIN in order to initiate each visitation session. The inmate booths currently ARE NOT wired to the inmate phone system. The selected vendor shall provide any wiring necessary for visitation booth monitoring and

recording, the cost of which shall be borne by the selected vendor, not deducted from MPRSC commissions.

- H. The system shall provide an integrated capability to monitor, record, store, and retrieve inmate phone conversations on a real time basis and retrieve conversations. Recordings must be stored online for the entire contract period plus any extensions, with the option to archive to DVD.
- I. Recording playback function must be able to split inmate side of conversation from called party side of conversation to play on separate speakers for more detailed analysis.
- J. Provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports shall include as a minimum, origination number, destination number, type of call (local, intralata, interlata/intrastate, or interstate), number of minutes of call, reason for disconnect and total call charges. Reports must be available onsite to authorized MPRSC personnel, with no intervention from the Vendor necessary.
- K. Provide accurate summary revenue reports on site from any system workstation. Reports must include all call types (collect, prepaid collect and debit/debit card) and must reflect the total revenue for each call type, subtotaled by tariff type (local, IntraLATA, InterLATA, Interstate, and International).
- L. The System shall be capable of producing detailed and summary reports which reveal inmate telephone activity, such as telephone numbers called by more than one inmate.
- M. Call Detail Records – Call records and recordings shall be stored online throughout the life of the contract. Alternate proposals of archive storage are not acceptable. Proposer must specify in their proposal where the call records and recordings will be stored, and where backups of either will reside.
- N. Inmate Messaging System - the facility may be interested in a system which allows inmates to send short duration messages (voice mail) to called parties. All messages are to be recorded and stored for investigative purposes within the call processing system. The receiving called party may be charged a reasonable fee for each message.
- O. The System shall offer unlimited secure, remote access capability from any PC or laptop with high speed internet connectivity. This remote access shall (at a minimum) enable authorized users to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access activity shall not impair system functionality or performance in any way.”
- P. Integration with the facility’s Commissary System is required to automate the debit calling option. MPRSC currently utilizes the OASIS system to track

inmate trust account balances (*This may change effective July 1, 2013*). The vendor is OASIS and the selected vendor is expected to cover this expense.

2.11 EQUIPMENT

1. All telephone equipment provided shall be new and completely operational at cutover.
2. All equipment shall comply with Part 68 FCC Rules and meet or exceed all applicable codes and standards for installation and service.
3. All systems proposed shall meet ADA standards. The vendor must provide 2 telephones with TDD capability at no charge. Each TDD call must be recorded by the inmate phone system, converted to text, and attached to the call recording.
4. All inmate telephones shall be indestructible type telephones suitable for use in a jail, tamperproof, with steel encased housings and shockproof keypads. All handsets shall be of heavy-duty construction with no removable parts and shall be hearing aid compatible. The hand set cord shall be armored with a stainless steel lanyard. All phone instruments shall be waterproof, fireproof and feature DTMF dialing.
5. All telephone instruments shall be line powered and have UPS back-up power. No separate power supply shall be required. The UPS back-up as other equipment, whether or not specifically mentioned, to complete a total inmate telephone system will be the responsibility of the successful proposer and any and all costs will be borne by the successful proposer and will not be deducted from Commissions.

2.12 OTHER OPTIONS

We are interested in the optional features and technology that each vendor has to offer. These value-added options can be additional features of the system, integrated solutions or external technologies that complement the inmate calling system and enhance our ability to perform investigations. Technologies proposed may be included in the bid at no cost or offered at an additional price, which may be funded from commission revenue.

2.13 REFERENCES & EXPERIENCE AS A PRIME CONTRACTOR

1. Provide a list of at least 5 references(if the proposer has that many contracts) who have been customers for at least 12 months, where the proposer provides inmate phone services in the role of PRIME CONTRACTOR. Accounts where the proposer is involved as a subcontractor do not adequately demonstrate the proposer's ability to provide all products, services, and account management required of this contract as the fully accountable, single point of contact, and therefore these types of references are NOT ACCEPTABLE. For each reference, provide contact information and relevant project information (site size, number of inmate telephones, ADP, contract start date, products/services, etc.).

2. Proposed biometric technology: Proposer MUST include a minimum of two references (of the five in 2.13.1) that have been using this technology as an integrated part of the proposed inmate phone system for at least 6 months. Identify which references utilize the proposed biometric features.
3. Provide a list of all instances over the past 2 years when a customer notified you that their commissions were underpaid or inaccurately paid. Explain the details of the error and how the matter was resolved. Include name of facility and contact person.
4. Provide a list of all instances over the past 2 years when a customer cancelled your contract in advance of the planned contract end. Include name of facility, contract end date and contract termination date.
5. Provide a list of all instances over the past 2 years when a customer has provided you with notice that you were in breach of contract. Describe the nature of the breach and whether or not the breach was cured to the customer's satisfaction. Include name of facility and contact person.

COMMISSION OFFER FORM (Page 1 of 3)

Describe the call rates and commissions proposed for each call type. Vendors are required to submit one Commission offer form for each rate option proposed. Each vendor must submit an offer based upon the current rates as stated in the RFP. Additional rate options are also encouraged, including postalized rates which offer the same pricing for all call destinations.

COLLECT CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered - No Administrator	Commission % with Part / FullTime Administrator
Local					
Intra LATA					
Inter LATA					
InterState					

PREPAID COLLECT, DIRECT BILLED COLLECT or ADVANCE PAY CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered - No Administrator	Commission % with Part / FullTime Administrator
Local					
Intra LATA					
Inter LATA					
InterState					

PREPAID DEBIT or DEBIT CARD CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered - No Administrator	Commission % with Part / FullTime Administrator
Local					
Intra LATA					
Inter LATA					
InterState					
International					

NOTE: Rates shown above are exclusive of Federal, State and Local Taxes and Regulatory Fees such as the Universal Service Fund. It is understood that these will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items.

Commission Offer Form (Page 2 of 3)

Other Fees:

Vendors are required to disclose any/all fees charged to the inmate or called party in excess of the above stated call rates. Disclose fees whether charged directly or by a subcontractor, billing agent, or other third party who accepts payments on your behalf. Failure to accurately disclose fees will be cause for disqualification. The only fees that need not be listed are taxes and pass-through fees imposed by regulatory agencies.

Fees

Description	Fee Amount	Applicable to Collect, Prepaid Collect, Direct Billed and/or Debit?
Prepaid Account Set up Fee		
Prepaid Account Funding Fee via Internet		
Prepaid Account Funding Fee via Telephone		
Prepaid Account Close-Out Fee		
Refund Fee		
Account Maintenance Fee		
Inactive Account Fee		
Regulatory Cost Recovery Fee		
Bill Statement Fee		
Single Bill Fee		
Universal Service Fund Administrative Fee		
Other? Describe any other fees that are not covered above		

Policies

Question	Vendor Policy
What is the Prepaid Account Deposit Minimum?	
Does vendor or subcontractor provide ready access to live agents via telephone?	
After what period of inactivity does a prepaid account balance expire?	
How long does it take after a credit card deposit is received before calling is restored? (# minutes, hours, days?)	

Commission Offer Form (Page 3 of)3

Sample Commission Calculation

The data provided in this table is NOT representative of historical call volume. This table is provided to allow vendors to demonstrate commission calculation methods using sample data.

NOTE: The expected commission calculation method is clearly described in Section 2.9 Item 3. Nothing in this table is designed to change that mandatory requirement. This table is designed to verify that the vendor understands what is meant by gross commission calculation. Assume that the Gross Revenue figures shown below include every completed, accepted phone call initiated by an inmate, regardless of payment method.

The successful vendor will be expected to use the same methods to calculate commissions.

Description	Amount
Gross Collect Call Revenue	\$25,000
Gross PrePaid Collect Revenue	\$15,000
Gross Debit Revenue	\$ 5,000
Total Revenue	\$45,000
Cost of Phone Lines & Transport	\$ 1,900
Cost of System & Maintenance	\$ 2,000
Cost of Unbillable Calls	\$ 900
Cost of Bad Debt	\$ 3,950
Cost of Billing & Collection	\$ 1,250
Commission Amount Due for Sample Month based on Proposed Commission Percentage (Exact check amount)	\$ _____

By submitting this proposal, _____ (enter vendor company name) commits to pay commissions on every answered and accepted collect, prepaid collect (aka advance paid, direct billed), prepaid debit card and debit card call. If a call results in a charge to the called party or inmate, regardless of type, it will earn commission. No deductions will be made for any cost associated with providing the proposed system. No deductions will be made for unbillable calls, uncollectible calls or bad debt. _____ (vendor name) understands that any violation of the above will equate to contract default and grounds for contract termination. This form, in its entirety, must become part of any contract resulting from this bid process.

2.14 PROCEDURES

Following the receipt of proposals, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors listed in this RFP. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, MPRSC shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should MPRSC determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The successful proposer will be required to execute an agreement which incorporates the required provisions contained in the Virginia Public Procurement Act and the provisions of this RFP. MPRSC will not agree to indemnify the contractor or to limit damages in any manner in any resulting contract.

Submission Of Proposals and Contact Person

Proposals must be submitted no later than May 30, 2013 at 1630 P.M.

To:

Middle Peninsula Regional Security Center
Attn: Superintendent Timothy P. Doss
P.O.Box 403
170 Oakes Landing Rd
Saluda, Va. 23149

An original and two (2) copies of your proposal document are required. MPRSC will not assume responsibility for reproduction where insufficient number of copies have been supplied and failure to comply with this or other requirements of this Request For Proposal may result in rejection of the proposal.

Proposals received after the set time for receipt shall not be considered and shall be returned unopened to the proposer.

Any questions concerning the project should be directed To:

Middle Peninsula Regional Security Center
Attn: Superintendent Timothy P. Doss
P.O.Box 403
170 Oakes Landing Rd
Saluda, Va. 23149
(804) 758-2338

#	Tariff type	Rate Basis	First Minute and Connection Fee	Per Minute Charge
1.	Local	Collect	\$2.05	\$0.07
		Prepaid Collect	\$2.05	\$0.07
		Debit	\$2.05	\$0.07
2.	Intralata	Collect	banded, see below	
		Prepaid Collect		
		Debit		
3.	Intrastate	Collect	\$3.55	\$0.55
		Prepaid Collect	\$3.55	\$0.55
		Debit	\$3.55	\$0.55
4.	Interstate	Collect	\$4.25	\$0.75
		Prepaid Collect	\$4.25	\$0.75
		Debit Card		
5	International	Debit	\$4.25	\$0.75
		Debit	\$5.49	\$0.89

Intralata (all rate basis)

Mileage	Surcharge	Day	First Minute		Additional Minute		
			Night	Weekend Day	Night	Weekend	Weekend
0-8		1.95	0.26	0.22	0.24	0.16	0.14
9-13		1.95	0.28	0.24	0.26	0.18	0.16
14-18		1.95	0.3	0.26	0.28	0.2	0.18
19-23		1.95	0.32	0.28	0.3	0.22	0.2
24-28		1.95	0.33	0.29	0.31	0.23	0.21
29-38		1.95	0.34	0.3	0.32	0.24	0.22
39-48		1.95	0.34	0.3	0.32	0.24	0.22
49-58		1.95	0.35	0.31	0.33	0.25	0.23
59-9999		1.95	0.35	0.31	0.33	0.25	0.23



2609 Cameron St
Mobile, AL 36607

Summary Commission Report

Facility: Middle Peninsula VA-Reg Security Center
Supplier Code: ZZ8105
Cost Center: 8105
Period: March 2013

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Ratio	Commission
Advance Pay Interstate Interlata	22	0.39%	274	0.41%	\$282.50	1.40%	35.00%	\$98.88
Advance Pay Intrastate Interlata	34	0.61%	353	0.52%	\$296.15	1.47%	35.00%	\$103.65
Advance Pay Intrastate Intralata	393	7.01%	4,568	6.79%	\$1,961.96	9.72%	35.00%	\$686.69
Advance Pay Local	1,044	18.63%	13,414	19.93%	\$2,864.84	14.19%	35.00%	\$1,002.69
Collect Intrastate Interlata	3	0.05%	33	0.05%	\$27.15	0.13%	35.00%	\$9.50
Collect Intrastate Intralata	12	0.21%	90	0.13%	\$46.58	0.23%	35.00%	\$16.30
Collect Local	2	0.04%	16	0.02%	\$4.80	0.02%	35.00%	\$1.68
Commissary Debit Interstate Interlata	38	0.68%	365	0.54%	\$406.75	2.01%	35.00%	\$142.36
Commissary Debit Intrastate Interlata	162	2.89%	1,751	2.60%	\$1,449.05	7.18%	35.00%	\$507.17
Commissary Debit Intrastate Intralata	1,211	21.61%	12,251	18.21%	\$5,511.98	27.30%	35.00%	\$1,929.19
Commissary Debit Local	2,683	47.88%	34,177	50.79%	\$7,339.75	36.35%	35.00%	\$2,568.91
Totals:	5,604	100.00%	67,292	100.00%	\$20,191.51	100.00%		\$7,067.03

MIDDLE PENINSULA REGIONAL SECURITY CENTER
P.O. Box 403
Saluda, VA 23149

Any questions about this report? Contact Lisa Ferguson @ (251) 338-8859 ext. 5224 or lferguson@gtl.net



2609 Cameron St
Mobile, AL 36607

Summary Commission Report

Facility: Middle Peninsula VA-Reg Security Center

Supplier Code: ZZ8105

Cost Center: 8105

Period: February 2013

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	24	0.45%	277	0.43%	\$291.75	1.44%	35.00%	\$102.11
Advance Pay Intrastate Interlata	152	2.82%	1,762	2.73%	\$1,425.65	7.03%	35.00%	\$498.98
Advance Pay Intrastate Intralata	410	7.62%	4,673	7.24%	\$2,013.85	9.94%	35.00%	\$704.85
Advance Pay Local	1,106	20.55%	14,630	22.66%	\$3,061.73	15.11%	35.00%	\$1,071.61
Collect Interstate Interlata	2	0.04%	9	0.01%	\$13.75	0.07%	35.00%	\$4.81
Collect Intrastate Interlata	7	0.13%	48	0.07%	\$47.95	0.24%	35.00%	\$16.78
Collect Intrastate Intralata	8	0.15%	53	0.08%	\$32.56	0.16%	35.00%	\$11.40
Collect Local	5	0.09%	46	0.07%	\$12.42	0.06%	35.00%	\$4.35
Commissary Debit Interstate Interlata	55	1.02%	541	0.84%	\$598.25	2.95%	35.00%	\$209.39
Commissary Debit Intrastate Interlata	141	2.62%	1,443	2.23%	\$1,218.30	6.01%	35.00%	\$426.41
Commissary Debit Intrastate Intralata	1,158	21.52%	11,814	18.30%	\$5,237.23	25.84%	35.00%	\$1,833.03
Commissary Debit Local	2,313	42.98%	29,272	45.34%	\$6,314.48	31.16%	35.00%	\$2,210.07
Totals:	5,381	100.00%	64,568	100.00%	\$20,267.92	100.00%		\$7,093.77

MIDDLE PENINSULA REGIONAL SECURITY CENTER

P.O. Box 403

Saluda, VA 23149

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2609 Cameron St
Mobile, AL 36607

Summary Commission Report

Facility: Middle Peninsula VA-Reg Security Center
 Supplier Code: ZZ8105
 Cost Center: 8105
 Period: January 2013

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	9	0.18%	96	0.16%	\$103.50	0.55%	35.00%	\$36.23
Advance Pay Intrastate Interlata	86	1.72%	1,010	1.68%	\$814.05	4.33%	35.00%	\$284.92
Advance Pay Intrastate Intralata	284	5.68%	3,152	5.25%	\$1,376.02	7.33%	35.00%	\$481.61
Advance Pay Local	1,002	20.05%	13,107	21.82%	\$2,764.33	14.72%	35.00%	\$967.59
Collect Intrastate Interlata	4	0.08%	43	0.07%	\$35.65	0.19%	35.00%	\$12.48
Collect Intrastate Intralata	10	0.20%	96	0.16%	\$43.11	0.23%	35.00%	\$15.09
Collect Local	13	0.26%	81	0.13%	\$30.22	0.16%	35.00%	\$10.58
Commissary Debit Interstate Interlata	28	0.56%	240	0.40%	\$278.75	1.48%	35.00%	\$97.56
Commissary Debit Intrastate Interlata	202	4.04%	2,343	3.90%	\$1,895.75	10.09%	35.00%	\$663.51
Commissary Debit Intrastate Intralata	1,168	23.37%	12,216	20.33%	\$5,461.14	29.07%	35.00%	\$1,911.40
Commissary Debit Local	2,192	43.86%	27,698	46.10%	\$5,982.36	31.85%	35.00%	\$2,093.83
Totals:	4,998	100.00%	60,082	100.00%	\$18,785.08	100.00%		\$6,574.78

MIDDLE PENINSULA REGIONAL SECURITY CENTER

P.O. Box 403
Saluda, VA 23149

Any questions about this report? Contact Lisa Ferguson @ (251) 338-8859 ext. 5224 or lferguson@gti.net



2609 Cameron St
Mobile, AL 36607

Summary Commission Report

Facility: Middle Peninsula VA-Reg Security Center
Supplier Code: Z28105
Cost Center: 8105
Period: December 2012

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	5	0.11%	69	0.12%	\$69.25	0.40%	35.00%	\$24.24
Advance Pay Intrastate Interlata	84	1.82%	953	1.68%	\$776.70	4.47%	35.00%	\$271.85
Advance Pay Intrastate Intralata	190	4.13%	2,330	4.12%	\$975.35	5.61%	35.00%	\$341.37
Advance Pay Local	941	20.43%	11,669	20.61%	\$2,552.33	14.67%	35.00%	\$893.32
Collect Interstate Interlata	6	0.13%	37	0.07%	\$38.35	0.22%	35.00%	\$13.42
Collect Intrastate Interlata	22	0.48%	191	0.34%	\$93.76	0.54%	35.00%	\$32.82
Collect Intrastate Intralata	18	0.39%	127	0.22%	\$42.50	0.24%	35.00%	\$14.88
Collect Local	23	0.50%	214	0.38%	\$241.75	1.39%	35.00%	\$84.61
Commissary Debit Interstate Interlata	234	5.08%	2,787	4.92%	\$2,237.05	12.86%	35.00%	\$782.97
Commissary Debit Interstate Intralata	921	20.00%	10,010	17.68%	\$4,404.02	25.32%	35.00%	\$1,541.41
Commissary Debit Intrastate Interlata	2,162	46.94%	28,219	49.85%	\$5,961.74	34.28%	35.00%	\$2,086.61
Commissary Debit Local	4,606	100.00%	56,606	100.00%	\$17,392.80	100.00%	35.00%	\$6,087.48
Totals:								
MIDDLE PENINSULA REGIONAL SECURITY CENTER								
P.O. Box 403								
Saluda, VA 23149								

Any questions about this report? Contact Lisa Ferguson @ (251) 338-9859 ext. 5224 or lferguson@gfl.net



2609 Cameron St
Mobile, AL 36607

Summary Commission Report

Facility: Middle Peninsula VA-Reg Security Center
Supplier Code: ZZ8105
Cost Center: 8105
Period: November 2012

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	5	0.12%	67	0.13%	\$67.75	0.43%	35.00%	\$23.71
Advance Pay Intrastate Interlata	59	1.41%	465	0.91%	\$432.75	2.72%	35.00%	\$151.46
Advance Pay Intrastate Intralata	267	6.39%	3,373	6.60%	\$1,411.56	8.86%	35.00%	\$494.05
Advance Pay Local	1,025	24.55%	12,847	25.15%	\$2,788.79	17.50%	35.00%	\$976.08
Collect Interstate Interlata	4	0.10%	22	0.04%	\$30.50	0.19%	35.00%	\$10.68
Collect Intrastate Interlata	6	0.14%	49	0.10%	\$45.50	0.29%	35.00%	\$15.93
Collect Intrastate Intralata	5	0.12%	58	0.11%	\$25.03	0.16%	35.00%	\$8.76
Collect Local	12	0.29%	61	0.12%	\$26.84	0.17%	35.00%	\$9.39
Commissary Debit Interstate Interlata	36	0.86%	295	0.58%	\$348.00	2.18%	35.00%	\$121.80
Commissary Debit Intrastate Interlata	238	5.70%	2,801	5.48%	\$2,255.65	14.16%	35.00%	\$789.48
Commissary Debit Intrastate Intralata	769	18.41%	8,619	16.87%	\$3,701.06	23.23%	35.00%	\$1,295.37
Commissary Debit Local	1,750	41.91%	22,427	43.90%	\$4,798.22	30.12%	35.00%	\$1,679.38
Totals:	4,176	100.00%	51,084	100.00%	\$15,931.65	100.00%		\$5,576.08

MIDDLE PENINSULA REGIONAL SECURITY CENTER
P.O. Box 403
Saluda, VA 23149

Any questions about this report? Contact Lisa Ferguson @ (251) 338-8659 ext. 5224 or lferguson@gti.net



2609 Cameron St
Mobile, AL 36607

Summary Commission Report

Facility: Middle Peninsula VA-Reg Security Center
Supplier Code: ZZ8105
Cost Center: 8105
Period: October 2012

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlata	9	0.19%	99	0.17%	\$105.75	0.60%	35.00%	\$37.01
Advance Pay Intrastate Interlata	64	1.36%	463	0.80%	\$446.65	2.55%	35.00%	\$156.33
Advance Pay Intrastate Intralata	288	6.11%	3,513	6.08%	\$1,467.27	8.38%	35.00%	\$513.54
Advance Pay Local	965	20.48%	12,592	21.81%	\$2,660.40	15.20%	35.00%	\$931.14
Collect Intrastate Interlata	4	0.08%	22	0.04%	\$24.10	0.14%	35.00%	\$8.44
Collect Intrastate Intralata	17	0.36%	159	0.28%	\$75.59	0.43%	35.00%	\$26.46
Collect Local	20	0.42%	160	0.28%	\$48.49	0.28%	35.00%	\$16.97
Commissary Debit Interstate Interlata	13	0.28%	158	0.27%	\$164.00	0.94%	35.00%	\$57.40
Commissary Debit Intrastate Interlata	218	4.63%	2,680	4.64%	\$2,128.00	12.16%	35.00%	\$744.80
Commissary Debit Intrastate Intralata	960	20.37%	10,153	17.58%	\$4,470.55	25.54%	35.00%	\$1,564.69
Commissary Debit Local	2,154	45.71%	27,743	48.05%	\$5,916.36	33.79%	35.00%	\$2,070.73
Totals:	4,712	100.00%	57,742	100.00%	\$17,507.16	100.00%		\$6,127.51

MIDDLE PENINSULA REGIONAL SECURITY CENTER
P.O. Box 403
Saluda, VA 23149

Any questions about this report? Contact Lisa Ferguson @ (251) 338-8859 ext. 5224 or lferguson@gtl.net

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("**Agreement**") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("**ICS**"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and Middle Peninsula Regional Security Center (the "**Facility**") having its principal address as set forth on Exhibit A, attached hereto.

1. **Term of Contract.** This Agreement shall commence upon the date inmates within the Facility's control begin placing telephone calls from the Equipment, or January 15, 2014 (the "**Cutover Date**"), whichever occurs first, and shall remain in force and effect for an initial period of five (5) years (the "**Initial Term**") from the Cutover Date. This Agreement shall automatically renew for up to two (2) additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement for convenience, with ninety (90) day's prior written notice. However, in the event of termination for convenience by the Facility, any unearned portion of the MAG (defined in Section 6, below) for that year shall be returned to ICS. Notwithstanding the foregoing, in the event the contract is terminated for cause by ICS, as described in paragraph 12, or by ICS for convenience, all MAG payments owed for that year shall be retained by Facility. Upon termination of this Agreement, Facility shall immediately cease the use of any Equipment provided hereunder.
2. **Equipment.** This Agreement applies to the provision of Equipment by ICS within space provided by the Facility at each of the "**Service Locations**" listed on Exhibit A, attached hereto. The term "**Equipment**" is defined herein as telephone sets and computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of Facility, shall remain in all respects the property of ICS. ICS reserves the right to remove any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal unreasonably and, in any case with at least thirty (30) days prior notice to Facility. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
3. **Alteration and Attachments.** Facility shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by Facility without the express written permission of ICS.
4. **Training.** ICS shall provide on-site training plus internet-based training at no cost to Facility. Additional training may be provided upon Facility's request based on availability of ICS.
5. **Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
6. **Commissions to Facility.** ICS will install, operate and maintain Equipment at no charge to Facility. ICS will pay Facility the commission amounts set forth on Exhibit D, attached hereto (collectively the "**Commissions**"), in consideration of the Facility granting ICS exclusive rights for the installation and operation of Equipment servicing the Locations. No Commissions shall be paid to Facility on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS shall make a minimum annual guarantee ("MAG") payment of \$175,725.00 to Facility on or before the first business day occurring 15 days following commencement of this Agreement and 15 days following the beginning of each subsequent Agreement term year. Such Commissions shall be sent to the address designated by Facility or wired to an account designated in writing by Facility for such purpose.

Facility agrees that all Commissions are subject to change based on any changes that may be required by the applicable Public Service Commission or any policy, regulation or tariff of a regulatory body having jurisdiction over the public communications contemplated herein.

Commission rates are predicated on Facility maintaining an average daily Inmate population ("ADP") of 200 inmates, however, nothing herein shall obligate Facility to pay back any amounts, including but not limited to MAG payments, received or already owed to Facility should the ADP fall below 200 for any time.

7. Facility shall:

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telephone services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use. A/C may not be required.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to Facility's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

8. Law and Venue. The domestic law of the Commonwealth of Virginia shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in the Commonwealth of Virginia.

9. Notices. Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth above unless otherwise communicated in writing.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders

placed by Facility hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The Facility represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

11. **Risk of Loss.** ICS shall relieve Facility of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment.
12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS.. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** ICS shall indemnify, defend and hold harmless the Facility from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third party claims.
16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and Facility shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to Facility.

19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

20. **Warranty.** Subject to Facility's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to Facility in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. Facility shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect or defect. As Facility's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by Facility with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.

22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and marked accordingly. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the

{Remainder of page intentionally left blank. Signature page and Exhibits follow.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC

Brendan Philbin
(Signature)

BRENDAN PHILBIN
(Printed Name)

VICE PRESIDENT
(Title)

1-10-14
(Date)

Middle Peninsula Regional Security Center

T. Doss
(Signature)

TIM DOSS
(Printed Name)

Superintendent
(Title)

1-13-14
(Date)