

**AGREEMENT FOR INMATE TELEPHONE SERVICES  
FOR THE ESCAMBIA COUNTY ROAD PRISON (PD 17-18.066)**

**THIS AGREEMENT** is entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Network Communications International Corporation (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 75-2667424, whose principal address is 607 East Whaley Street, Longview, TX 75601.

**WITNESSETH:**

**WHEREAS**, on June 25, 2018, the County issued a Request for Proposals (PD 17-18.066) seeking a qualified firm to provide inmate telephone services for the Escambia County Road Prison facility located at 601 Highway 297-A, Cantonment, Florida; and

**WHEREAS**, Contractor was the most responsive and responsible firm proposing to deliver, install, operate and maintain such services; and

**WHEREAS**, the County desires to enter into an agreement with Contractor as specified herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term**. The initial term of this Agreement shall commence upon the date last executed and continue for a term of three (3) years. Upon mutual agreement, the contract may be renewed for two additional one (1) year renewal terms. Either party may provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the current term. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years.
3. **Scope of Services**. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Request for Proposals for "*Inmate Telephone System, Escambia County Road Prison*," *Specification No. P.D. 17-18.066*, attached hereto as **Exhibit A**, and the *Contractor's proposal*, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Fee**. As consideration for Contractor's exclusive right to provide inmate telephone services for the Escambia County Road Prison facility, Contractor shall pay County a fee equal to a percentage of the Contractor's *Gross Revenue*, as defined herein, as provided in the *Contractor's Calling Rates, Fees, and Commission*, attached hereto as **Exhibit C**.

For the purpose of this Agreement, the term "*Gross Revenue*" shall mean amounts billed for calls placed by way of a prepaid account or debit account established for inmate telephone services. Gross Revenue shall not include any taxes or fees assessed by governmental entities.

5. Reporting. Contractor shall submit a report to the County on a monthly basis documenting the call activity, billing reports, and amount due and owing to the County along with any relevant supporting documentation required by the County. Contractor shall remit fees owed to the County within 60 days of the close of each monthly billing cycle.

6. Calling Rates and Fees. The applicable rates and fees to be charged for calls made by inmates using the inmate telephone service shall be in accordance with the *Contractor's Calling Rates, Fees, and Commissions*, attached hereto as **Exhibit C**. All inmate phones will be programmed to process collect, debit and prepaid calls only. Calls charged to a third party or credit cards will not be permitted. Call charges will accrue from the time at which the receiving party accepts the call and end at the time when either party terminates the connection by returning the handset to the on-hook position or attempts a hook-flash. No charges will accrue for any set-up time. Contractor shall be solely responsible for any fraudulent usage or expenses related to fraudulent use of the inmate telephone service by inmates.

7. Ownership of Equipment. All equipment, fixtures, and supplies furnished by Contractor for the operation of the inmate telephone service provided pursuant to this Agreement shall remain the sole property of the Contractor. Upon the termination or expiration of this Agreement, the County shall allow the Contractor reasonable access to the facility during normal business hours to remove the equipment. Contractor shall be responsible for restoring the premises to the condition that existed immediately prior to the installation of said equipment.

8. Maintenance. Contractor shall be responsible for the maintenance and repair of all equipment, fixtures, and supplies furnished by Contractor for the operation of the inmate telephone service at no cost to the County. County will allow the Contractor reasonable access to the facility during normal business hours to perform such maintenance and repair. Should the County receive any notification of equipment malfunction or loss of service, County shall promptly notify the Contractor. The Contractor's failure to properly maintain the inmate phone service equipment to the reasonable satisfaction of the County shall constitute a breach of the Agreement and grounds for immediate termination.

9. Loss, Damage, Destruction. County will not be liable for any loss, damage, or destruction to equipment, fixtures, and supplies furnished by Contractor for the operation of the inmate telephone service. The parties will cooperate and use their best efforts to prevent fraudulent usage and any theft, excessive vandalism, or other damage to the inmate phone service equipment.

10. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County.

11. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and

agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

12. Insurance. The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
- (c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

13. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

14. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private

courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Network Communications Int'l Corp.  
Attention: President  
607 East Whaley Street  
Longview, TX 75601

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

16. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises,

agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

18. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

19. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

20. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

21. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

Witness: [Signature]

By: [Signature]  
Amy Lovoy, Acting County Administrator

Date: 12/14/18

Witness: Judy H. Witterstack

CONTRACTOR: NETWORK COMMUNICATIONS  
INTERNATIONAL CORPORATION

Attest: [Signature]  
Corporate Secretary

By: [Signature]  
William L. Pope, President

Date: Nov 19, 2018

[SEAL]



Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 11/12/18



**ESCAMBIA COUNTY FLORIDA**

**REQUEST FOR PROPOSAL**

**Inmate Telephone System, Escambia County Road Prison**

**Specification Number PD 17-18.066**

**Proposals Will Be Received Until: 2:00 p.m., CDT, July 18, 2018**

A Non-Mandatory Pre-Solicitation Conference will be held at the Escambia County Road Prison, 601 Highway 297-A, Cantonment, Florida, 32533 on **July 2, 2018** beginning at **1:30 p.m., CDT**. **All proposers are encouraged to attend.**

Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32591-1591

**Board of County Commissioners**

Jeff Bergosh, Chairman

Lumon J. May, Vice Chairman

Steven Barry

Grover C. Robinson IV

Douglas B. Underhill

**From:**

**Paul R. Nobles**

**Purchasing Manager**

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**All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.**

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**Assistance:**

Emily D. Weddington, CPPB  
Purchasing Coordinator  
Phone: (850) 595-4987  
Email: edweddington@myescambia.com

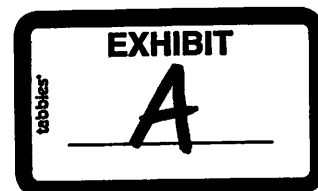
Office of Purchasing  
2nd Floor, Matt Langley Bell, III Building  
213 Palafox Place, Room 11.101  
Pensacola, FL 32502

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.**

**SPECIAL ACCOMMODATIONS**

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.



**ESCAMBIA COUNTY FLORIDA  
REQUEST FOR PROPOSALS  
PROPOSER'S CHECKLIST  
Inmate Telephone System, Escambia County Road Prison  
SPECIFICATION PD 17-18.066**

**HOW TO SUBMIT YOUR PROPOSAL:**

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late proposals will be returned unopened.

***\* Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents.***

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:**

- One (1) paper copy and one (1) CD or flash drive of the entire Proposal

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:**

- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

**BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:**

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

**THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:**

- Certificate of Insurance

This Form Is for Your Convenience to Assist in Filling Out Your Proposal Only.

Do Not Return with Your Proposal



**Inmate Telephone System, Escambia County Road Prison  
SPECIFICATION PD 17-18.066**

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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(Print Name of Public Entity)

By \_\_\_\_\_  
(Print Individual's Name and Title)

For \_\_\_\_\_  
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:  
\_\_\_\_\_  
\_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Personally known \_\_\_\_\_  
OR produced identification \_\_\_\_\_ Type of Identification: \_\_\_\_\_  
Notary Public: State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

**Check One:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet for Transactions and Conveyances**  
**Corporate Identification**  
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

**Is this a Florida Corporation:** (Please Circle One)  
Yes or No

**If not a Florida Corporation:**  
In what state was it created: \_\_\_\_\_  
Name as spelled in that state: \_\_\_\_\_

**What kind of corporation is it:** "For Profit" or "Not for Profit"

**Is it in good standing:** Yes or No

**Authorized to transact business in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document Number:  
\_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**  
President: \_\_\_\_\_ Secretary: \_\_\_\_\_  
Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_  
Director: \_\_\_\_\_ Director: \_\_\_\_\_  
Other: \_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_

**Name of Corporation (As Used in Florida)**  
\_\_\_\_\_

(Spelled Exactly as it is Registered with the state or Federal Government)

**Corporate Address:**  
Post Office Box: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

**Information Sheet for Transactions and Conveyances  
Corporate Identification  
(Page 2 of 2)**

**Federal Identification Number:**

\_\_\_\_\_

(For all instruments to be recorded, taxpayer's identification is needed.)

**Contact Person for Company:**

\_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Name of Individual Who Will Sign the Instrument on Behalf of the Company:**

\_\_\_\_\_

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

**(Spelled exactly as it would appear on the instrument.)**

**Title of the Individual Named Above Who Will Sign on Behalf of the Company:**

\_\_\_\_\_

**END**

\_\_\_\_\_

Verified by: \_\_\_\_\_

Date: \_\_\_\_\_

**ESCAMBIA COUNTY, FLORIDA**  
**GENERAL TERMS and CONDITIONS**

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Proposal Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

**NOTE:** Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer, and Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

**PROPOSAL INFORMATION:** See Escambia County Office of Purchasing web site at <https://myescambia.com/our-services/purchasing> then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
  - 5.01 Taxes
  - 5.02 Discounts
  - 5.03 Mistakes
  - 5.04 Condition and Packaging
  - 5.05 Safety Standards
  - 5.06 Invoicing and Payment
  - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalent
8. Interpretations/Disputes
9. Conflict of Interest
  - 9.01 County Procedure on Acceptance of Gifts
  - 9.02 Contractors Required to Disclose Any Gift Giving
  - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

**The following General Terms and Conditions are incorporated by reference  
(Continued)**

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL:  
<http://dos.myflorida.com/sunbiz/search/>
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services



## SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

### Instructions to Offerors

#### 1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

**Specification Number PD 17-18.066, "Inmate Telephone System, Escambia County Road Prison", Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.**

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

#### A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

#### B. Definitions

**Blackout Period** means the period between the time the proposals are received at the Escambia County Office of Purchasing and the time the Board awards the

contract and any resulting protest is resolved or the solicitation is otherwise cancelled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

**C. Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

**2. Non-Mandatory Pre-Solicitation Conference and Walkthrough**

The Non-Mandatory Pre-Solicitation Conference will take place at the Escambia County Road Prison, 601 Highway 297-A, Cantonment, Florida, 32533 on **July 2, 2018** beginning at **1:30 p.m., CDT**. At this time, the Board's representative will be available to answer questions relative to this Solicitation. **Oral answers at the conference will not be binding to the County.**

It is strongly encouraged that all potential proposers attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Proposal Opening.

**3. Licenses, Certifications, Registrations**

The offeror shall at any time of proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

**4. Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two additional twelve (12) months periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be

executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

**5. Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

**6. Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

**7. Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

## **Insurance Requirements**

### **8. Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

### **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

### **General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

### **Business Auto Liability Coverage**

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.**

### **Excess or Umbrella Liability Coverage** (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

## **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County  
Attention: Emily Weddington, CPPB, Purchasing Coordinator  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## **9. Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any

expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

## **PART I           GENERAL INFORMATION**

### **1-1           PURPOSE**

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide for the furnishing, delivery and installation of hardware and software for an Inmate Telephone System.

The intent of this Request for Proposal (RFP) is to seek product and service information from qualified and experienced Contractors to provide for the furnishing, delivery and installation of hardware and software for an Inmate Telephone System. The system will be utilized within a correctional environment at the Escambia County Road Prison's detention facility on a revenue-sharing/commission basis with proceeds payable to the Escambia County Road Prison's Inmate Welfare Fund (IWF). The system shall provide for inmate use, a local and long distance telephone service including a recording and monitoring system and equipment.

The County intends to award a three-year contract with option to renew for 2 consecutive 1-year periods to the proposer selected as most capable of meeting the County's requirement. The proposal must include hardware, software and implementation services necessary to furnish the proposed solution at no cost to the County.

### **1-2           BACKGROUND**

The Escambia County Road Prison is responsible for the care, custody and control of the population housed within its facility. The average daily population for the facility requesting service via this RFP is approximate and averages 234 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Road Prison will maintain this average daily population. Upon Completion of the New Jail Facility (expected completion is April 2020) the Escambia County Road Prison is expected to have an average daily population of 174 inmates.

The current capacity of the Escambia County Road Prison is 182 inmates with an additional dorm capable of housing 70 offenders that is currently designated for use by the Escambia County Jail. There are currently 17 inmate telephones within the facility.

### **1-3           OBJECTIVE**

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor that is most advantageous to the County.



**1-4 ISSUING OFFICER**

The project Director shall be Jack Brown, County Administrator. The liaison officer shall be Whitney Lucas, Corrections Financial Manager, Escambia County Corrections. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

**1-5 CONTRACT CONSIDERATION**

It is expected that the contract shall be based on the solicitation after negotiation.

**1-6 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

**1-7 INQUIRIES**

All questions shall be directed to Emily D. Weddington, CPPB, Purchasing Coordinator, Telephone: (850) 595-4987, [edweddington@myescambia.com](mailto:edweddington@myescambia.com). Written questions must be received no later than 5:00 p.m., CDT, July 9, 2018.

**1-8 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

**1-9 SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Public Notice.....	<b>June 25, 2018</b>
Pre-Proposal Conference.....	<b>1:30 p.m., CDT, July 2, 2018</b>
Final Date for Questions.....	<b>July 9, 2018</b>
Responses to Questions .....	<b>July 12, 2018</b>
Receipt of proposals.....	<b>2:00 p.m., CDT, July 18, 2018</b>
Review of proposals.....	<b>2:00 p.m., CDT, July 26, 2018</b>
Board of County Commissioners approval.....	<b>September 6, 2018</b>

**1-10 PROPOSAL CONTENT AND SIGNATURE**

One (1) original paper copy and one (1) CD or flash drive of the entire Proposal shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

**1-11 NEGOTIATIONS**

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

**1-12 RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rationale.

**1-13 PRIME CONTRACT RESPONSIBILITIES**

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

**1-14 DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

**1-15 DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

**1-16 WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

**1-17 METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

**PART II INFORMATION REQUIRED FROM CONTRACTORS**

**ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

**2-1 PROPOSAL FORMAT AND CONTENT**

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

**2-2 INTRODUCTION**

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

**2-3 UNDERSTANDING OF THE PROJECT**

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

**2-4 METHODOLOGY USED FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

**2-5 MANAGEMENT PLAN FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

**2-6 EXPERIENCE AND QUALIFICATIONS**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed.

**2-7 FEES AND COMMISSION RATE**

All fees and the corresponding proposed commission rates should be provided in the proposal in the format of the pricing matrix included as Attachment A.

**PART III CRITERIA FOR SELECTION**

The proposal review process will be initiated through the Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement September 9, 2018.

The criteria used to determine the best value to the County are as follows:

Criteria	Weight
<b>Product Functionality:</b> Ability to meet technical specifications and to properly communicate qualifications and respond appropriately to the RFP requirements.	40
<b>Experience with Similar Industry Systems:</b> Years and level of experience providing the requested service to local, state, or federal correctional facilities.	30
<b>Price:</b> Detailed costs, both direct and indirect will be evaluated. Costs to inmates and other community members will be evaluated in addition to the commission rate being offered to Escambia County.	20
<b>Additional/Optional Services Available:</b> Availability and additional cost (if applicable) of any proposed additional/optional services that can be utilized to modernize/enhance the operations and/or security of the Escambia County Road Prison as requested within the scope.	10
<b>Total Possible Score</b>	<b>100</b>

**PART IV SCOPE OF WORK**

**Qualifications**

Any item not specifically mentioned but necessary for the delivery and operation of the proposed system shall be included in the proposal response. Contractor must be able to safely and securely provide specified services to meet the needs of inmates at the Escambia County Road Prison; as well as the general public, for the purpose of providing an inmate telephone system. Contractor's minimum qualification criteria include, but are not limited to, the following:

1. Due to the complex nature and security concerns of correctional facilities, contractors must have at least five (5) years of recent experience providing and administering inmate telephone services to city, county or state correctional facilities.
2. A qualified, trained and certified staff dedicated to the sole purpose of supporting the proposed inmate telephone system.
3. Contractor must comply with all Florida Model Jail Standards at the time of

implementation. If the Escambia County Road Prison chooses to pursue further accreditation in the future, the contractor agrees to work collectively with the facility to meet the requirements of said additional accreditation.

## **Specifications**

### **Required Services:**

1. The Contractor must install, operate, maintain and service the inmate telephone system (ITS) for the Escambia County Road Prison continuously. For the purpose of this scope, continuous means 365 days per year with the hours of operation being agreed upon by the facility and the Contractor. The hardware will be serviced and provided by the Contractor. The ITS must be ready to be installed and fully operational at the time of proposal submittal by the Contractor; a timeline of implementation for the ITS must be provided by the Contractor.
2. The Contractor shall provide a system that is capable of outgoing calls only.
3. The Contractor shall provide the following forms of inmate phone services:
  - a) Debit minutes
  - b) Pre-paid minutes
  - c) Interstate calls
4. Although not available at this point in time, if the Escambia County Road Prison decides to provide phone time for purchase to the inmates directly, the Contractor agrees to work with the contracted commissary vendor at that time to accomplish the goal.
5. The Contractor shall provide a web-based interface for administering the inmate telephone system. Such interface shall include but not be limited to administrative rights control for adding, deleting and reporting on user activity, blocking numbers, PIN administration, call detail listings, and recording and playback of telephone calls. The interface shall also have the ability for the administrator of the system to monitor and report on user activities within the interface.
6. The system must require active acceptance by the called party.
7. The system shall include user prompts in English and Spanish in addition to other languages that may be requested by the County.
8. The system shall provide the capability to track and identify specific telephone numbers called by each individual inmate telephone, as may be required. The system shall provide the capability of monitoring and recording all calls made from inmate telephones.
9. The recording system shall have the ability to fast forward and rewind recordings as necessary during the playback process. In addition, the recording system shall also have the ability to burn recordings to CD and/or DVD.
10. The live monitoring system shall have the ability to notify designated parties via

email of phone calls made to specific telephone numbers that are under a watch status. The notified party must be able to monitor the specific call from a remote location via the internet.

11. Personal Identification Number (PIN)

- a) The system must have the capability to assign PINs at the time of booking.
- b) The system shall utilize Personal Identification Numbers for the inmates. Please make sure your proposal describes your system's use of PINs including minimum and maximum characters and any other related information.
- c) The system shall prevent duplicate PINs.
- d) The County must be able to restrict calls based on the inmate's PIN. This includes call duration, time of day and destination numbers.
- e) The system shall provide a method of verifying the inmate's PIN to guard against fraudulent PIN use through voice verification. Provide a detailed description of your solution.

12. Fraud Management

- a) The system shall be able to detect, notify, and prevent three-way or conference calls, except for those calls to attorney's or other approved numbers. The County understands that there are industry patents in this area. Please provide a description of the process that your platform employs and why you feel the technical approach provides the best three-way detection solution.
- b) The system shall prevent the inmate from receiving a second dial tone, or "chain-dialing".
- c) The system shall have the capability to remotely survey Inmate calls and be able to transfer specific calls in progress to investigators.
- d) The inmate shall not communicate with the called party until the call has been accepted.
- e) The system shall detect the difference between an accepted call, and an answering machine, busy signal or other telephone activity. Please describe in your proposal how your platform accomplishes this.
- f) The system shall allow call blocking of specific numbers by inmate PIN telephones, or group of telephones. The system shall be able to block access to an unlimited number of specific telephone numbers upon request.
- g) The system shall permit the called party to block all future calls from a the facility.
- h) The system must have the capability to suspend an inmate's privilege for placing a call and set a beginning and end date without the need to manually re-enable privileges.

13. Other Investigative Tools

- a) The system shall be equipped with a remote call-forwarding feature to those numbers that are under surveillance by the investigative unit. The feature shall allow authorized personnel to monitor a call, from any designated remote location, while the call is in progress. The call shall be automatically rerouted once the call is accepted by the called party and in progress. There

cannot be any distance barriers to the retrieval process so the remote telephone number can be located within the facility or across the county.

- b) The system must have the capability to move an inmate or group of inmates from one housing unit to another without the need to re-enter the information.
- c) Keyword recognition in addition to continuous voice verification shall be provided.
- d) Please make sure to provide detailed information regarding additional investigative tools, features, or creative solutions that would be available to the County.
- e) System should have the capability to build and manage case files within the application/platform consisting of multiple calls and individually labeled.
- f) If possible, the system should be able to provide the information of the individual to which a phone number is registered along with the addresses. The facility is aware that this information is not obtainable in all situations, they simply request it be captured when available.

14. System Security

- a) The proposed system must be programmed for auto shut-off at times designated by the County. This feature should be programmable by the designated system administrator within the facility.
- b) The proposed system should have a mechanism in place to allow for an individual inmate (with a specific PIN) to be restricted to a certain number of calls for a given period. It is preferred that after the predetermined timeframe the settings will revert back to the general settings.
- c) The County personnel must be able to manually shut down the system in case of emergency.
- d) The proposed system shall be password protected to permit only appropriate facility personnel access to the system.
- e) The system shall have the capability to enable and disable any phone at the facility from any secured internet enabled computer.
- f) The system should have the capability to build "user templates" which allow for different permission levels to be assigned to various users of the system.

15. Reports

- a) The system shall generate reports that state, at a minimum, the date and time each call is placed, the source of the call, the telephone number called, the date and time the call ends, duration of the call, and a voice recording of all parties involved in the conversation. The system shall have the capability to store calls in memory for a period of time sufficient to comply with any requirements of the Public Information Act. At a minimum, the County needs three (3) years of data including recorded calls.
- b) The facility shall have the capability to view and track call activity, commission information, and facility service requests from practically any location at any time via a web accessible site.
- c) The Contractor shall supply call detail reports to the County. These reports shall contain a variety of call information and be customizable to suit the County's needs.
- d) Standard reports should include: Frequently dialed numbers, 3-way call

- attempts, and call volume by telephone.
- e) Contractor shall supply monthly revenue report.
- f) Contractor should attach samples of their call detail and other standard reports as part of their proposal submission.

16. Service and Maintenance

- a) The Contractor shall offer complete hardware and software on-site contract maintenance through itself or a County approved vendor.
- b) The Contractor shall provide engineering and technical support to the County to help resolve any operational or service problems that may occur. The Contractor should provide a twenty-four-hour telephone number for emergency technical support.
- c) Acknowledgement of receipt of a repair request from the County must be made within two (2) hours. Contractor shall dispatch for repair within twenty-four hours for minor outages and within eight (8) hours for major outages. A minor outage is defined as the inability to originate calls from less than 25% of the stations serviced. A major outage is defined as the inability to originate calls from 25% or more of the stations served.
- d) The maintenance and quality assurance programs for telephones to be installed should be described in the Contractor's proposal.
- e) It is solely the Contractor's responsibility to provide installation and maintenance which includes all wiring at the facilities.
- f) Contractor shall assign a contact person who will be responsible for ongoing account management and support. This person should be noted in the Contractor's proposal.
- g) System upgrades, including software and hardware upgrades should be provided free of charge to the County for the life of the contract.

17. Installation and Cut-Over

- a) The Contractor shall provide inmate telephone sets, hardware, software and installation of said equipment should be completed within 30 days of award.
- b) Installation shall be performed by the Contractor, at no cost to the County. The Contractor shall arrange and be responsible for all systems necessary to interface the inmate telephone system with all necessary telephone carriers and operating systems as necessary.
- c) A Contractor shall present a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut-over and testing. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of the facility.
- d) If the schedule cannot be met within the 30 days stated above, Contractor must propose an installation schedule of events. Failure to state installation time in the proposal response shall obligate the Contractor to complete the installation in the timeframe referenced above. Extended installation will however be considered, when it is in the best interest of the County.
- e) The risk of loss and or damage shall be assumed by the Contractor during shipment, unloading and installation.

18. Call Monitoring and Recording



- a) The proposed system shall maintain three (3) years of call recording online.
- b) Facility personnel must be able to search call recordings by dialed number, date, time, and inmate account.
- c) Facility personnel must be able to simultaneously listen to and record conversations.
- d) Recordings must be backed up for archiving and Contractor must describe the system utilized to do so as part of their proposal.

19. Training

- a) Contractor shall provide on-site training to the County staff (12 individuals) for system administration, operation and reporting.
- b) The training shall be scheduled at the convenience of the County in order to minimize the impact on shift personnel and scheduling.
- c) All applicable manuals shall be provided. Any and all manuals shall be provided in advance of the installation, in order to provide personnel with the opportunity to become familiar with the system.
- d) The training program shall be described as part of the Contractor's proposal.

20. Payment Options

- a) The proposed system shall provide a debit account for inmates' families and other approved parties.
- b) The Contractor shall have a system in place that will allow inmate families and friends to set-up alternate billing methods directly with the Contractor. The County would like to see all available payment methods presented as part of the Contractor's response.

21. Equipment

- a) All equipment shall be of the highest professional quality and reliability. All material from this contract shall be new and shall be the best of their respective types, free of corrosion, scratches or other defects. The offering shall only include items which are currently in design and production. Prototype or subset design shall not be considered. The system being proposed shall have been in production and continuous service in similar customer settings for a period of not less than one year. Prototype hardware or systems with less than a one-year proven track record of satisfactory correctional performance shall be not acceptable under this provision. Design and construction shall be consistent with good engineering practice and shall be performed in a neat, professional and craftsman-like manner.
- b) The proposed inmate telephone system shall be a turnkey, non-coin telephone system and service.
- c) All Contractor equipment shall comply with FCC regulations.
- d) The proposed equipment and system shall be scalable to meet the potential needs if the headcount of the Escambia County Road Prison is increased at some point during the contract term.

**Infrastructure/ Cabling/ Technology Specifications:**

- 1. The vendor will work with the BCC IT department to install all servers and

networking equipment needed for the implementation.

2. The vendor will provide any needed network cabling, and coordinate the installation with the BCC IT department.

**Preferred/Optional Services:**

1. In addition to the "required services" listed, the Escambia County Road Prison has an interest in any options that reduce the level of time required of operational staff. These options may include software/hardware tools, security features and/or procedural changes that automate and simplify various staff-intensive processes.
2. Escambia County Road Prison is interested in modernizing the way in which an offender accesses and utilizes various services provided within the facility. In order to accomplish this goal, Escambia County would be interested in obtaining information/cost proposals related to additional technology driven services provided by the Contractor.
3. Any additional features/available options should come with their own pricing documentation. The price for additional services should not be combined with the requested pricing related to the Inmate Telephone System Solution (Attachment A).

**Inmate Telephone System, Escambia County Road Prison  
PD 17-18.066  
Attachment A**

**a. COMMISSIONS**

Call Type	Connections Charge/1 <sup>st</sup> Minute Charge (A)	Per Minute Rate (B)	Commission Rate (C)
<b>PrePaid Collect</b>			
Local			
IntraLATA Intrastate			
InterLATA Intrastate			
IntraLATA Interstate			
InterLATA Interstate			
<b>Debit (Inmate Paid)*</b>			
Local			
IntraLATA Intrastate			
InterLATA Intrastate			
IntraLATA Interstate			
InterLATA Interstate			
<b>Traditional Collect**</b>			
Local			
IntraLATA Intrastate			
InterLATA Intrastate			
IntraLATA Interstate			
InterLATA Interstate			

**b. Additional Options/Enhancements**

Any additional options and/or enhancements related to the **Specifications Section - Preferred/Optional Services** must clearly be labeled as such with the individual costs for each listed.

\*The facility is not currently offering this option to the inmate population but would like to receive pricing in the event they choose to move forward with this during the life of the agreement.

\*\*We are aware that most providers are transitioning away from offering traditional collect calling as an option. If this is the case for the vendor, please notate this section of the bid form as "not offered."



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager  
Office of Purchasing

July 12, 2018

To: All Known Prospective Proposers

**Addendum Number 1:**

Re: Inmate Telephone System, Escambia County Road Prison  
Specification Number: PD 17-18.066

All:

We recently sent you a Request for Proposal on the above-mentioned specification.

This Addendum Number 1 provides for:

**Response to Questions**

1. Is the current provider for the RFP Century Link?  
**Response:** *No, the current provider is Securus.*
2. Can companies from outside the USA apply for this? (like from India or Canada)  
**Response:** *No*
3. Do we need to come over there for meetings?  
**Response:** *Yes*
4. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)  
**Response:** *No*
5. Can we submit the proposals via email?  
**Response:** *No*
6. Can you give me copies of revenue/commission summaries for the last 6 months, including a breakdown of call traffic by call type and bill type?  
**Response:** *Please find the revenue/commission reports for the last 11 months attached.*
7. Please provide your current call rates for all call types?  
**Response:** *Please find the current call rates attached.*
8. Please provide a detailed call report that states all type of calls (interstate, intrastate interLATA, etc.) and the minutes behind each of these call types for the past 12 months?  
**Response:** *Please find the Call/Commission reports for the last 11 months attached.*

9. What is the current commission rate being provided?  
**Response:** *51% commission is being paid on all revenue EXCEPT interstate revenue.*
10. Is the Road Prison separate and distinct from the County Main Jail and the Central Booking and Detention Center facilities relative to this inmate phone services procurement?  
**Response:** *Although the Road Prison and the Main Jail are part of the same Department, they do have separate administrations and separate contracts related to their core services. We no longer have a Central Booking and Detention Facility.*
11. Can you tell if the other facilities will also be going out to bid in the next 12-24 months?  
**Response:** *The Jail's inmate telephone system contract has 1 more available extension that we plan on asking the board to utilize. That would take us from 9/25/2018 to 9/24/2019 so we will have to resolicit that agreement during next fiscal year.*
12. May I get a copy of the current inmate phone services contracts for Escambia County?  
**Response:** *Please see attached, but be advised that the agreement for the Road Prison was never solicited in accordance with County policy so the agreement is not your typical agreement.*
13. What is the average length of stay for a detainee?  
**Response:** *The estimated average length of stay of a Road Prison inmate is 77.5 days.*
14. Will the county require that we interface with the (JMS) jail management system provider?  
**Response:** *Currently there is not an interface between the Jail Management System and the inmate telephone system. This will not be required, but would be evaluated as an advantage if it were offered by the vendor.*
15. If so, who is the provider of the JMS system and can you provide the contact information?  
**Response:** *The current JMS utilized by the Road Prison is the SmartJAIL application provided by CTS America. Their contact phone number is 800-374-0101 or 850-429-0082.*
16. Will the county require that we interface with the commissary provider can you provide their contact information?  
**Response:** *The current system does not interface with the commissary provider. This will not be required, but would be evaluated as an advantage if it were offered by the vendor. The current commissary provider is Kimble's Commissary Services and their phone number is 800-252-3660.*
17. Dose the county have visitation stations if so how many?  
**Response:** *The Road Prison does not currently utilize video visitation.*
18. Can we get 6 months of commission reports with the different call types.  
**Response:** *Please find the Call/Commission reports for the last 11 months attached.*
19. Do you have visitation phones and if so, how many?  
**Response:** *Visitation is currently provided via contact visits.*

20. If you do have visitation phones and if so, are these recorded?  
**Response:** *Visitation is currently provided via contact visits.*
21. If you do Not have visitation phones, how is visitation being conducted?  
**Response:** *Visitation is currently provided via contact visits.*
22. Can you provide your current number of calls, minutes by call type for a one month period?  
**Response:** *Please find the Call/Commission reports for the last 11 months attached.*
23. Who is your Commissary provider?  
**Response:** *The current commissary provider is Kimble's Commissary Services.*
24. Who is the incumbent inmate telephone provider?  
**Response:** *Securus*
25. What are the normal hours that the inmates are allowed access to the telephones?  
**Response:** *Phones are generally on from 0900 to 2100 hrs. The Isolation phone comes on at 0700. Monday thru Friday the majority of CRP inmates are working. They come in between 1545 and 1630 hrs weekday afternoons.*
26. Please provide the calling statistics from the current inmate telephone provider, covering the most recent 12-month period. Reports should provide a monthly breakdown of call traffic by Call Type and Bill Type.  
**Response:** *Please find the Call/Commission reports for the last 11 months attached.*
27. Please provide Revenue/Commission statements from the current inmate telephone provider, covering the most recent 3-month period. Reports should provide a monthly breakdown of Revenue and Commission, including any "Single Payment" calls.  
**Response:** *Please find the Call/Commission reports for the last 11 months attached.*
28. Please confirm if Escambia County currently uses any Video Visitation or Inmate Kiosk applications.  
**Response:** *The Road Prison facility does not currently utilize video visitation or inmate kiosks.*
29. What is the current commission rate?  
**Response:** *51% on all revenue EXCEPT interstate revenue.*
30. Will the County please provide the last six months of revenue statements?  
**Response:** *Please find the Call/Commission reports for the last 11 months attached.*
31. Are inmates allowed to possess and use cell phones at Road Camp?  
**Response:** *No.*
32. The General Terms and Conditions, section 6, provides that Interpretations/Disputes are to be "received no later than five (5) days prior to the solicitation opening." The RFP, Special Terms at 1-9, Schedule, does not list a "solicitation opening". Please provide this date?  
**Response:** *The Solicitation Opening is the "Receipt of Proposals" due date and time listed on the cover page of the solicitation as well as on page 16, Section 1-9 Schedule.*

33. Are bidders allowed to take exception to the terms and conditions? What form should that take?

**Response:** No, taking exceptions to the terms and conditions may result in your proposal being non-responsive.

34. Price Schedule in Attachment A – This form leaves a place for “Fee Per Call.” However, per-call fees are not allowed by the FCC, while per-transaction account funding fees are allowed by the FCC.

- a. Will the County please revise Attachment A to remove the Fee Per Call?
- b. Recent Court rulings on FCC Orders have left fees as a controversial area. Some vendors “interpret” FCC and other rules as allowing them to engage in fee diversion through third parties they own (programs called “OneCall”, “InstantPay”, and other brand names charging \$13+ per call in fees alone), fee churning by manipulating purchase minimums/maximums etc.

Without complete clarity on both fees and policies, constituents could pay exorbitant unreported fees, and an unfair competitive field could be created. Will the County impose fee and policy requirements similar to those below?

Billing Fee or Policy	Amount
Prepaid Collect - Purchase through live agent	\$5.95
Prepaid Collect - Purchase through automated phone system or internet	\$3.00
Prepaid Collect - Purchase through 3rd parties (e.g. MoneyGram, Western Union)	Must be disclosed, not to exceed \$5.95
Prepaid Collect - Account refund fee	\$0
Prepaid Collect - Purchase by mail	\$0
Prepaid Collect - Minimum purchase amount	\$0
Prepaid Collect - Account Setup (any funding method)	\$0
Prepaid Collect - Monthly account maintenance	\$0
Prepaid Collect + Debit – Account expiration	Account balances available for use or refund no sooner than 6 months from date of last call
Prepaid Collect - Cost recovery, USF administration, equipment use, or any other fee not mandated by government agencies	Not allowed
Single Pay calling	Not allowed
All calls – taxes	Charged to customer at pass-through only

**Response:** All fees that will be charged, whether through the vendor OR through a third party utilized by a vendor must be communicated to the County as part of the response submission. The overall cost to the end user will be evaluated for each proposal.



35. In order to provide our best possible offer, it is very important to have historical call volume information for all call types. Call volume data is necessary to estimate costs as well as potential revenues. The current vendor has access to this information, so distributing the information to other vendors in a timely fashion will ensure a level playing field for all bidders. Please provide as much data as possible from the following chart:

Call Category	# of Calls	# of Minutes	Total Revenue
	Per Month	Per Month	Per Month
LOCAL – Collect			
INTRALATA – Collect			
INTERLATA – Collect			
INTERSTATE – Collect			
LOCAL – Debit			
INTRALATA – Debit			
INTERLATA – Debit			
INTERSTATE - Debit			
International - Debit			
LOCAL – PrePaid Collect			
INTRALATA – PrePaid Collect			
INTERLATA – PrePaid Collect			
INTERSTATE – PrePaid Collect			

*Response: Please find the Call/Commission reports for the last 11 months attached.*

36. Also, in order to help us evaluate call volumes and recognize additional revenue potential, it is very helpful to have the rates currently being charged to called parties under the current contract. Please provide the following information:

Call Category	Rate for First Minute	Rate for Each Additional Minute
LOCAL – Collect		
INTRALATA – Collect		
INTERLATA – Collect		
INTERSTATE – Collect		
LOCAL – Debit		
INTRALATA – Debit		
INTERLATA – Debit		
INTERSTATE - Debit		
International - Debit		
LOCAL – PrePaid Collect		
INTRALATA – PrePaid Collect		
INTERLATA – PrePaid Collect		
INTERSTATE – PrePaid Collect		

*Response: Please see attached chart of current rates.*

37. Will the County please outline the fees that are being charged by the current vendor:
- a. Bill Statement Fee
  - b. PrePaid Account Funding Fee via Web
  - c. PrePaid Account Funding Fee via IVR
  - d. PrePaid Account Funding Fee via Live Operator
  - e. Fees for Instant Pay Calls

*Response: Please see attached chart of current rates.*

38. Please provide a copy of all current contracts and amendments pertaining to inmate phones.

*Response: Please see attached contract.*

39. Please provide the commission percentage currently received on inmate telephone revenue, an average of monthly commissions received over the past year from the current vendor, and copies of commission statements from the last six months.

**Response:** We currently receive 51% commission on all revenue EXCEPT interstate revenue. Please find the commission reports for the last 11 months attached.

40. Do commissions from this contract go to the Inmate Welfare Fund, the Sheriff's Office discretionary fund, or the County general fund?

**Response:** Commission is returned to the Inmate Welfare Fund for the Escambia County Road Prison.

41. Will the County allow for a proposal to present multiple pricing options for the County's consideration?

**Response:** We would accept such a proposal.

42. Please provide the number of inmates and the number of phones in each housing unit.

**Response:** Stockade (CRP Main housing unit) comprised of 2 wings (East & West) 76 beds each, 1 kit dorm 12 beds, & 1 house man area 2 beds for a max of 166 inmates. There are 4 phones in the East Wing & 4 phones in the West Wing. 1 phone in Isolation area. 1 enrollment phone behind the Wicket. Portable Housing Unit (CRP) max 20 inmates, 3 phones. South Wing Housing (CMS) max 70 inmates, 5 phones & 1 enrollment phone.

43. Please provide a breakdown of the inmate population, in percentages or actual numbers, by local, DOC, or other agency.

**Response:** We do not house DOC or other agency inmates at our Escambia County Road Prison.

44. What is the average transaction amount for a prepaid funding event?

**Response:** Please find the financial/usage reports for the last 11 months attached for review.

45. What is the average number of monthly prepaid funding events?

**Response:** Please find the financial/usage reports for the last 11 months attached for review.

46. How is commissary ordered today?

**Response:** Order are made by Kiosk. 1 in the Stockade (Road Prison Inmates) and 1 in the South Wing (Jail inmates housed at the Road Prison).

47. Please fill out the following table with quantities of equipment required and/or desired.

Equipment	Quantity	Required or Desired?
Visitation phones (monitored/recorded)		
Video Visitation kiosks		

Video Visitation Enclosures		
Pay (coin) phones		
TDD/TTY devices		
Cart phones		
Hands-free inmate phones		
Portable cordless phones		
Enclosures		
Pedestals		
Workstations with printers		
Laptop computers		
Inmate kiosks		
Wireless inmate tablets		
Cell phone detection devices		
Other?		

**Response:** We do not currently utilize the items listed above as supplied by a vendor. If this request is in reference to the optional services requested in the solicitation, we would leave it to the vendor to suggest items that would increase efficiency within the division.

48. If visitation phones are required, how many visitation phone sets does the County have currently? Are they wired to the inmate telephone system for recording and monitoring today?

**Response:** *Visitation phones are not a required component of this solicitation.*

49. Please provide the name and contact information for the current deposits services vendor.

**Response:** *The deposits are currently processed through Kimble's Commissary Services utilizing the lockdown software application.*

50. Some vendors provide alternate payment options, such as the ability to purchase a one-time phone call using a credit or debit card, without the necessity of setting up a prepaid account. Providers that offer this option charge as much as \$14.99 for a single call. We have also found that many facilities were unaware that this type of call was being offered

at their facility. In light of this information, we respectfully ask the County to consider disallowing this charging practice at the Facility.

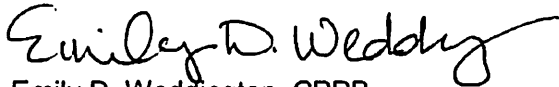
**Response:** *All prices charged to end users MUST be communicated clearly as part of the vendor's proposal and they will be evaluated accordingly.*

51. Providers who offer the single call payment options described above typically pay little to no commission on this type of call. For example, providers who charge \$14.99 typically pay only \$0.61 in commissions (10.7%) to their clients because they categorize this call type as "bonus" and don't pay the proposed commission rate on these calls. If these types of calls are allowed, please confirm that bidders will be required to disclose all associated rates, transaction fees, per call cost, and what part will be allocated to the County as commissions. Please also state how these costs and commissions will be evaluated as part of the Financial Offering.

**Response:** *All prices charged to end users MUST be communicated clearly as part of the vendor's proposal and they will be evaluated accordingly. Escambia County is committed to providing inmate's the ability to stay connected with their support systems (Friends and Family) during their incarceration. A critical component necessary to that commitment is the financial feasibility of telephone communication. As stated in the solicitation, detailed costs, both direct and indirect will be evaluated. Costs to inmates and other community members will be evaluated in addition to the commission rate being offered to Escambia County.*

This Addendum Number 1 is furnished to all known prospective Proposers. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,



Emily D. Weddington, CPPB  
Purchasing Coordinator

Acknowledgement of Receipt of Addendum 1:

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

# Securus Technologies, Inc.

## FL\_Escambia County Road Prison

### Rate Chart

Prepared: May 25, 2017

No.	Destination Class	Customer Type	Existing Rates *	
			First Minute	Each Additional Minute
1	Local	Collect (Direct Bill)	2.73	0.12
2	IntraLATA Intrastate	Collect (Direct Bill)	2.53	0.42
3	InterLATA Intrastate	Collect (Direct Bill)	2.53	0.42
4	InterLATA Interstate	Collect (Direct Bill)	0.25	0.25
5	IntraLATA Interstate	Collect (Direct Bill)	0.25	0.25
6	Local	AdvanceConnect	2.73	0.12
7	IntraLATA Intrastate	AdvanceConnect	2.53	0.42
8	InterLATA Intrastate	AdvanceConnect	2.53	0.42
9	InterLATA Interstate	AdvanceConnect	0.21	0.21
10	IntraLATA Interstate	AdvanceConnect	0.21	0.21
11	Local	Debit	2.73	0.12
12	IntraLATA Intrastate	Debit	2.53	0.42
13	InterLATA Intrastate	Debit	2.53	0.42
14	InterLATA Interstate	Debit	0.21	0.21
15	IntraLATA Interstate	Debit	0.21	0.21
16	International	Debit	varies by country	varies by country

Notes:

- \* Plus applicable taxes and other governmental fees.



**Master Services Agreement**  
**ESCAMBIA COUNTY ROAD PRISON ( FL )**  
**A302670**

This Master Services Agreement (this "Agreement") is by and between ESCAMBIA COUNTY ROAD PRISON ("Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the later of 12/07/2013 or the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider add certain new features to, and continue to provide telecommunications and maintenance services, according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to add certain new features to, and to continue to provide telecommunications and maintenance services, according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Applications.** This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.

3. **Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.

4. **Term.** The obligations of the parties shall be effective as of the Effective Date and shall end on the date that is 36 months thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for 2 successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. **THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.**

6. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to



access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court order or statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

10. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Customer agrees to indemnify the Provider against any and all Claims arising out of or related to instruction Provider receives from the Customer.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the



aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. **Default and Termination.** If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

14. **Uncontrollable Circumstance.** We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. **Injunctive Relief.** Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. **Force Majeure.** Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

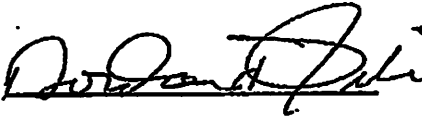

17. **Notices.** Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. **No Third-party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring

an action for the breach of this Agreement.

**19. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

**EXECUTED as of the Effective Date.**

<p><b><u>CUSTOMER:</u></b> ESCAMBIA COUNTY ROAD PRISON</p> <p>By: <u></u></p> <p>Name: <u>Gordon C. Pike</u></p> <p>Title: <u>Department Director</u></p> <p>Date: <u>8/28/2013</u></p> <p><b><u>Customer's Notice Address and Phone Number:</u></b></p> <p>601 HIGHWAY 297A CANTONMENT, FL 32533</p> <p>Phone: 850-937-2105</p>	<p><b><u>PROVIDER:</u></b> Securus Technologies, Inc.</p> <p>By: <u></u></p> <p>Name: <u>Robert Pickens</u></p> <p>Title: <u>Chief Operating Officer</u></p> <p>Date: <u>9-9-13</u></p> <p><b><u>Provider's Notice Address:</u></b></p> <p>14851 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel</p> <p>Phone: (972) 277-0300</p> <p><b><u>Provider's Payment Address:</u></b></p> <p>14851 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable</p>
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**Please return signed contract to:**

14851 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254  
Attention: Contracts Administrator  
Phone: (972) 277-0300

Schedule

ESCAMBIA COUNTY ROAD PRISON ( FL )

A302670

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and ESCAMBIA COUNTY ROAD PRISON ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be contemporaneous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

**CALL MANAGEMENT SYSTEM**

**DESCRIPTION: Secure Call Platform:** Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

**COMPENSATION: Collect Calls.** We will pay you commission (the "Commission") based on Gross Revenues we earn through the completion of collect calls placed from the Facilities as specified in the chart below. "Gross Revenues" Revenues shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
ESCAMBIA COUNTY ROAD PRISON 601 HIGHWAY 297A CANTONMENT, FL 32533	SCP	51%*	Gross	601 HIGHWAY 297A CANTONMENT, FL 32533

**CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**

**Secure Calling Platform User Interface.** We will provide you with the Software regarding the Secure Calling Platform interface which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8 or newer
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed Internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

\*XP Media center edition not supported

### SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided Openworkstation(s) (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "Openworkstation" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the Openworkstation is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an Openworkstation. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATIONS(S).

1. **Outage Report: Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at [TechnicalSupport@securustech.net](mailto:TechnicalSupport@securustech.net), or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

Priority 1	30% or more of the functionality of the System is adversely affected by the System Event.
Priority 2	6% - 29% of the functionality of the System is adversely affected by the System Event.
Priority 3	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phone related issues.

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. **Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in

which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. **Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. **Monitoring.** We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. **Required IGR.** You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. **End-User Billing Services and Customer Care.** Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives are available 24 hours a day, 7 days a week by telephone at 800-844-6691, via chat by visiting our website [www.securustech.net](http://www.securustech.net), by email at [CustomerService@Securustech.net](mailto:CustomerService@Securustech.net), and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

## **INSTANT PAY™ PROGRAM**

### **DESCRIPTION**

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

### **COMPENSATION**

**Pay Now™** Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate the Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

**Text2Connect™** Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called

party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay the Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

### **CONTINUOUS VOICE BIOMETRIC VERIFICATION**

#### **DESCRIPTION**

Securus agrees to install the Continuous Voice Biometric Verification (CVV) which reviews inmate call recordings so as to verify the inmate voice(s) appearing in the call as the owner of the correct personal identification number (PIN). CVV provides security regarding inmate telephone PIN use by providing correctional officers the ability to quickly identify PIN stealing and sharing. Institutional and public safety is also enhanced by providing investigators the ability to identify and evaluate calls in which there might be found evidence of illegal activities. In good faith, Securus will provide this service at no charge.

### **SECURUS WORD SPOTTING**

Securus Word Spotting is an automated process that identifies words spoken on recorded inmate calls to identify and flag inmates, phone numbers, or recordings (ad hoc) Word Spotting provides a dashboard view of Word Spotting configuration and allows for central management providing one set of screens to make edits and changes. Word Spotting also includes a default canned list of words and full inmate dictionary. There are thresholds to track and control Word Spotting usage and automated reporting allowing investigators to quickly and easily identify suspicious activity.

### **CALLING RATES**

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country. No change to the current calling rates will apply to this extension.

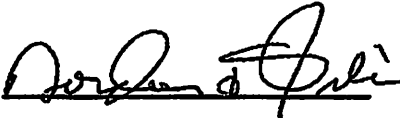

**Exhibit A: Customer Statement of Work**  
**ESCAMBIA COUNTY ROAD PRISON ( FL )**  
**A302670**

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and ESCAMBIA COUNTY ROAD PRISON ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and storage for 90 Day / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

**EXECUTED as of the Effective Date.**

<p><b><u>CUSTOMER:</u></b> ESCAMBIA COUNTY ROAD PRISON</p> <p>By: </p> <p>Name: <u>Gordon C. Pike</u></p> <p>Title: <u>Department Director</u></p>	<p><b><u>PROVIDER:</u></b> Securus Technologies, Inc.</p> <p>By: </p> <p>Name: <u>Robert Pickens</u></p> <p>Title: <u>Chief Operating Officer</u></p>
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**Please return signed contract to:**

14851 Dallas Parkway  
Sixth Floor  
Dallas, Texas 76264  
Attention: Contracts Administrator  
Phone: (972) 277-0300





Contract Addendum

Pursuant to rule 64.6020 Ancillary Service Charge, the FCC's inmate rate order effective, March 17th for Prisons and June 20th for jails, fees for account deposits cannot exceed \$3.00 for payment made through web or IVR and \$5.95 for payments made via live agent. Charges and fees are effective March 17, 2016, for all prisons, including DOCs. All other sites will be effective June 20, 2016. Otherwise, standard fees apply. These fees will remain in place until changed by law.

**ESCAMBIA COUNTY ROAD PRISON, FL**

Current	Annual
Total Transactions	8,760
Avg Transaction Fee	\$ 9.23
Total Funding Fee Revenue	<u>\$ 80,850</u>
<b>New with FCC Rates</b>	
Total Transactions*	8,760
Avg Transaction Fee**	\$ 4.22
Total Funding Fee Revenue	<u>\$ 36,971</u>
Funding Fee Loss	\$ 43,879
Other Fee Revenue	\$ 9,197
Total Revenue Loss	<u>\$ 53,077</u>
Commissionable Minutes	450,468
Commissions	51.0%
ESCAMBIA COUNTY ROAD PRISON, FL Commissions	<u>\$ 4,307</u>

Option 1***	<input type="checkbox"/> Billing Adjustment - Move fees into rates Rate per minute, excluded from commissions	\$ 0.1178
Option 2***	<input type="checkbox"/> Decommission portion of current rate Rate per minute, excluded from commissions	\$ 0.2310
Option 3	<input type="checkbox"/> Cash deduction from commissions Monthly revenue deducted from commissions each month	\$ 4,423

\* Based on an estimated annual transaction volume

\*\* Assumes the IVR/Agent payment mix stays consistent

\*\*\* Rates will round up to nearest penny per minute for simplicity

Any customers that have rate structures not in compliance with FCC rates, Securus reserves the right to make the necessary rate modifications to remain in compliance. If amendments are not received, Securus will default to option 1. Securus is attempting to obtain regulatory approvals to allow option 1 in all cases. In any case, if state regulatory approval is not obtained, Securus reserves the right to default to option 2 as required to neutralize the financial impact of the FCC order.

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Securus Signature \_\_\_\_\_

Date \_\_\_\_\_



**Inmate Telephone System  
Escambia County Road Prison  
Specification Number: PD 17-18.066**

**Due Date: June 18, 2018  
at 2:00pm**

Escambia County  
Office of Purchasing, Room 11.101  
Matt Langley Bell III Bldg.  
213 Palafox Place  
Pensacola, FL 32502

ORIGINAL

Bill Pope  
bill.pope@ncic.com

607 East Whaley St.  
Longview, TX 75601

Phone: 903.757.4455  
Fax: 903.757.4899

EXHIBIT

tabbles®

**B**

## INTRODUCTION

Escambia County  
Office of Purchasing, Room 11.101  
213 Palafox Place  
Pensacola, FL 32502

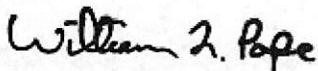
On behalf of NCIC Inmate Communications (“NCIC”), I am pleased to present to Escambia County, our complete response to your RFP for **Inmate Telephone System, Escambia County Road Prison**. NCIC has thoroughly reviewed, understands and complies with all aspects of this RFP. Provided in this proposal is detailed information regarding how we aim to meet the needs of Escambia County.

NCIC is a trusted provider of inmate communications services in the United States and 8 other countries, providing a range of value-adding technologies and tailored service to more than 750 separate correctional facilities, including County Jails, Police Departments, Private Prisons, and Juvenile facilities. NCIC is extremely proud of the work we have done, and continue to do, in the law enforcement community, where we support the daily operations of law enforcement, provide quality service for inmates, friends and family members, all while providing a generous return to our facility partners.

NCIC’s overall proposal for Escambia County revolves around leading security and investigative technology and a sturdy, *guaranteed* compensation offer that will provide the County with a water-tight method of forecasting the monthly earnings related to the inmate telephone environment. NCIC enjoys the reputation of being the only large inmate telephone provider that operates with complete transparency in all dealings and understands that a reasonable profit can be attained while providing fair, low calling rates and minimal fees. NCIC also enjoys the benefits of being the largest employee-owned inmate communications provider in the United States – we are not beholden to the demands of private equity groups and offshore interests; our shareholders are our facility customers and the constituents they serve.

In closing, as you evaluate our proposal, consider NCIC as your preferred provider for inmate communications. NCIC is trusted nationwide to provide a range of secure inmate communications services, and we welcome the opportunity to extend our services to Escambia County Road Prison with reliable yet affordable inmate communications, superior customer service and technology that you will grow to appreciate over the coming years. Thanks again for your consideration.

Sincerely,



William L. Pope  
President

## UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

NCIC Inmate Communications has fully reviewed this RFP for Inmate Communications, and our personnel have a thorough understanding of the technical, financial and support-related needs of Escambia County and the Facility.

### **Technology Requirements**

It is understood that Escambia County is in need of a robust, secure and efficient inmate communications platform that accommodates the needs of the County Road Prison, as well as the constituents served by this facility (staff, inmates, and friends & family of inmates). NCIC is well-positioned to provide Escambia County with what is being sought – a weighted balance between the need for incarcerated individuals to securely stay connected to their outside support networks, and the need for facility personnel to securely monitor and manage the daily communications of inmates housed there. NCIC understands that a reliable provider of inmate communications should be able to provide a full suite of inmate communications applications, which is why we have responded to this RFP providing details regarding our full suite of inmate communications options, beyond traditional inmate telephones. Through the relationships we have forged with hundreds of existing County customers around the United States, NCIC understands that correctional agencies enjoy the ability to work with SINGLE PROVIDER of all inmate communications technologies (and related services). For that reason, and as this RFP response is reviewed, it will become evident that NCIC wishes to exist as an expert guide and resource for Escambia County relative to these additional inmate technologies:

- ✓ Video Visitation Service / Inmate Kiosks;
- ✓ Inmate Messaging;
- ✓ Mail Scanning / Contraband Removal;
- ✓ Contraband Cellphone Detection, and;
- ✓ Many other related services.

NCIC is proposing to provide any and all services to Escambia County at zero cost to the County.

### **Support Requirements**

NCIC understands that vendor relationships in the correctional industry are defined by the quality and reliability of ongoing facility support. NCIC is proposing around-the-clock facility and customer support, regular Preventative maintenance (PM) visits, and an escalation path for any unresolved issues that includes all key NCIC personnel, up to and including the President / Co-Owner of the company.

### **Financial Requirements**

NCIC understands that correctional agencies need to balance the need for fair and reasonable inmate calling rates (and ancillary fees) with the need for a reasonable return on their inmate telephone contract, in the form of commissions. As outlined in detail within the “FEES AND COMMISSION RATE” section, we have detailed how we proposed to LOWER the current inmate calling rates and fees while INCREASING the monthly commission paid to Escambia County. To help the County navigate the plethora of artificial, unrealistic supposed commission percentage offers that get tossed around in this industry, we are proposing a Minimum monthly Guarantee (MMG) based on inmate count/ADP.

## METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

The NCIC inmate telephone system, ICE, provides all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.

At the inmate facility level, our system consists of enterprise grade VoIP routers that handle the inmate phone calls. At facilities with more than twenty-four phones, we install multiple VoIP routers, for redundancy, such that the multiple inmate phones within the same inmate dormitory are split between at least two separate VoIP routers. If a lightning strike, power surge, or other unforeseen circumstances were to knock out one of the VoIP routers, then at least half of the inmate phones within each dormitory would still remain online and able to make calls. In an effort to guard against VoIP router outages, we utilize UPS battery backup units, which also provide surge protection. Further, we ground all of our VoIP routers on site at each inmate facility. This also applies to our T1, cable, and DSL circuits.

At the Network Operations Center (NOC) level, one of ten SIP registration servers handle the secure authentication and registration of each of the VoIP routers within the inmate facility. When an inmate initiates a phone call at a jail facility, that call is handled by one of several dozen Asterisk-based call processing servers. Our call processing servers are fully redundant at each NOC, such that, in the event of an individual call processing server going down, the calls are immediately picked up and processed by an adjacent call processing server, without suffering any outage of the inmate phones at the facility. We allocate inmate calls to our call processing servers using a round-robin load balancing methodology, such that each call processing server is only utilizing a very small percentage of its full call processing capability. In the event of an outage or maintenance to one or more of our call processing servers, those call processing servers are automatically pulled out of the rotation, and do not process additional calls until maintenance is completed, at which time they are put back into the call processing rotation. In the meantime, the additional workload of processing calls is evenly distributed to the remaining call processing servers still within the rotation.

At our primary NOC in Longview, Texas, we utilize three separate and diverse bandwidth providers to ensure network redundancy. AT&T is our primary, CenturyLink as secondary and Network Communications is our back up provider. This primary NOC is on a Tier 1 ranked portion of the power grid, because of our location adjacent to one of Longview's largest hospitals. Our power backup is a Caterpillar Olympian 75kVa generator, with two diverse natural gas providers for fueling. Our Longview NOC has 3 separate air-conditioning units to ensure optimal temperatures year-round.

Our secondary site, co-located with Equinix in downtown Dallas, offers us a virtual mirror of our primary facility, utilizing 16 separate switch servers and capable of carrying 100% of our network load. We utilize Cogent as the bandwidth provider allowing us a 4th diverse bandwidth provider with another 100megs of bandwidth. We utilize two new Dell PowerVault servers for the database which allows real-time back up between the primary and secondary facilities. Equinix offers auxiliary generators and multiple air-conditioning units. Recently, a large inmate phone provider experienced an 18-hour outage due to using only one data center with inadequate air-conditioning.

For secure, tamper-resistant call recording storage, we have gone a step further than our competitors. We utilize Amazon's Simple Storage Service (S3), which provides us with a minimum of 3 data bunkers located throughout the USA to provide encrypted storage of call recordings and call detail for up to 5 years.

On a national level, our fully redundant NOC co-location data centers each only carry 25% of our network load, but are capable of handling 100% of the traffic, in the case of a major regional outage or catastrophe. NCIC focuses on disaster prevention and is the first inmate phone provider to have a 100% fully-redundant platform. With that said, NCIC has 6 levels of disaster recovery to guarantee Tier 1 carrier-grade services (99.99+% uptime).

## MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

The proposed inmate communications system will be supported in full by a knowledgeable, experienced and friendly Customer Support and Facility Support team. NCIC will consult with the appropriate Escambia County and Facility personnel in the leadup and during the installation phase to ensure that there are open channels of communication exist at all times. Throughout the installation and up until acceptance testing, Escambia County personnel will provide regular, detailed updates will be provided, including information regarding milestones achieved, pending items, challenges faced, and any requested adjustments to agreed-up timelines.

During the day-to-day maintenance of the account, Escambia County Sheriff's personnel will have 24/7 access to NCIC's highly-trained support staff. Although we expect that inmate complaints will decrease significantly due to NCIC's use of lower, per-minute calling rates and minimal fees, if any issues do arise, NCIC staff will quickly address them, alleviating the need for Facility staff to spend time on those issues.

Facility staff have a variety of ways to quickly contact NCIC support staff. The toll-free phone number (888-686-3699) will provide immediate, direct access to a LIVE account representative, so that any concerns can be quickly addressed. Additionally, Facility staff can send an email directly to our support crew via the following email address: [support@ncic.com](mailto:support@ncic.com). All enquiries received will receive immediate notification of receipt, and resolution will follow shortly thereafter.

NCIC takes all complaints or enquiries seriously and always commits to quick resolution. NCIC directly provides the technical services including customer service and also Facility support – at no time will these functions be outsourced to a third-party company, they are all managed from our company headquarters in Longview, TX. The appropriate staff at Escambia County will have access to a detailed escalation list, in the event that their initial enquiries are not handled promptly and professionally. Upon resolution of any issue, NCIC account support staff will provide detailed information to Escambia County personnel regarding what initially caused the issues, as well as what steps have been taken to correct the problem and ensure it doesn't happen again.

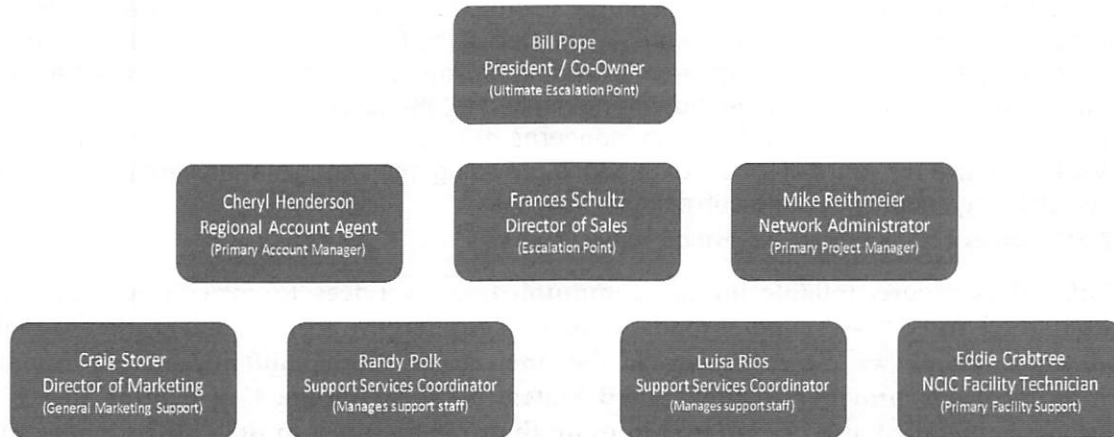
NCIC Inmate Communication enjoys unsurpassed levels of customer retention, which is testament to the fact that we take care of our customers to the highest degree. The combination of our regular Preventative Maintenance (PM) visits, back-end network and station monitoring, and frequent "check-ins" by our local account managers will ensure that Escambia County's inmate communications program is always operating efficiently and productively.

### EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

Please find below NCIC’s Organization Chart, including reference to the roles filled by each representative, for Escambia County.



Provide a narrative description of the organization of the project team.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

NCIC is providing dedicated support for the Escambia County project at every level of the engagement. Ms. Cheryl Henderson will exist as the local Florida-based representative and primary Point of Contact for Escambia County, handling all requests and concerns. Ms. Henderson’s details are provided further below.

At any time, in addition to having round-the-clock access to Ms. Cheryl Henderson and Mr. Eddie Crabtree (designated facility technician), personnel at Escambia County will have full contact details for all NCIC management personnel, up to and including the President / Co-Owner of the company, should an escalation path be needed. Mr. Mike Reithmeier will lead the installation project and coordination, bringing more than 20 years’ experience in correctional network administration and management. Post-installation, ongoing customer and facility support will be overseen by Mr. Randy Polk and Ms. Luisa Rios, who manage NCIC’s 24/7/365 support team and call center.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

NCIC’s dedicated account representative for Escambia County is Cheryl Henderson,



Regional Account Agent, who resides 2 hours from Escambia County Road Prison at 105 Bella Blvd., Santa Rosa Beach, FL 32459. Please reference Cheryl's resume on Pages 63 and 64.

NCIC would like to mention that Escambia County will never be responsible for any costs associated with the employment, insurance coverage, etc., of any NCIC personnel referenced in this RFP – all costs are borne 100% by NCIC.

### **Qualifications**

Any item not specifically mentioned but necessary for the delivery and operation of the proposed system shall be included in the proposal response. Contractor must be able to safely and securely provide specified services to meet the needs of inmates at the Escambia County Road Prison; as well as the general public, for the purpose of providing an inmate telephone system. Contractor's minimum qualification criteria include, but are not limited to, the following:

1. Due to the complex nature and security concerns of correctional facilities, contractors must have at least five (5) years of recent experience providing and administering inmate telephone services to city, county or state correctional facilities.

~~NCIC~~ **RESPONSE**: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC offers secure, reliable inmate communications services to correctional agencies both in the United States, and abroad. NCIC first entered the correctional market in 1998, and since then, we have grown to be the largest independently-owned inmate communications provider in the United States. NCIC's Inmate Call Engine ("ICE") platform is installed and operational in more than 750 facilities in the United States and another 8 countries. NCIC's comprehensive suite of inmate communications technologies covers Inmate Telephone Systems (ITS), Video Visitation System (VVS), inmate tablets, kiosks, mail scanning applications, inmate messaging, cellphone interdiction/detection, and all related technologies.

NCIC has been in business for more than 22 years, and unlike the other large inmate phone providers in the industry, we are not owned by private equity firms and beholden to offshore interests. We have remained a privately-held, employee-owned operation which grants us the flexibility to invest in technology and product development as we see fit. NCIC has approximately 95 employees covering all job positions and located all over the United States, and abroad. NCIC directly handles 100% of our operations, including software development, call processing, call center operations, rating & billing of calls, and commissioning. We do not outsource any aspect of our operations, ensuring that it is all based here in the United States.

NCIC has been providing phone service in correctional facilities since 1998 and redesigned our ICE platform in 2007 to focus exclusively on jails and prisons along with the technology and infrastructure to provide a secure 100% VoIP network. ICE is a wholly centralized platform, with all core functions managed at company headquarters in Longview, Texas.

2. A qualified, trained and certified staff dedicated to the sole purpose of supporting the proposed inmate telephone system.

~~NCIC~~ **RESPONSE**: READ, UNDERSTOOD, AND WILL COMPLY.

All NCIC staff who will be working on and supporting the proposed inmate telephone system (and related technologies) are qualified, trained and certified, and are direct

employees of NCIC – no aspects of our operations will be outsourced.

3. Contractor must comply with all Florida Model Jail Standards at the time of implementation. If the Escambia County Road Prison chooses to pursue further accreditation in the future, the contractor agrees to work collectively with the facility to meet the requirements of said additional accreditation.

~~NCIC~~ **RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

**NCIC agrees to comply with all Florida Model Jail Standards at the time of implementation and will ensure that such compliance is maintained throughout the course of the Agreement.**

## REFERENCES

Provide reference names and phone numbers for similar projects your firm has completed.

	Reference #1	Reference #2	Reference #3
<b>Facility Name</b>	Lowndes County	Escambia County	Clarke County
<b>Address</b>	120 Prison Farm Road	316 Court Street	149 Clark Street
<b>City/State</b>	Valdosta, GA 31601	Brewton, AL 36426	Grove Hill, AL 36451
<b>Telephone Number</b>	229-671-3035	251-867-0363	251-275-8156
<b>Contact</b>	Captain Jason Clifton	Lt. Ward	Ray Norris, Sheriff
<b>Email</b>	jclifton@lowndescounty.com	jward@co.escambia.al.us	chiefnorris16@gmail.com
<b>No. of Inmate Telephones</b>	90 telephones	14 telephones	165 telephones
<b>Agreement Effective Date</b>	08/15/2017	10/14/2013	10/01/2015
	Reference #4	Reference #5	Reference #6
<b>Facility Name</b>	Polk County	Washington County	Conecuh County
<b>Address</b>	1676 Rockmart Hwy.	45 Court Street	104 Liberty Street
<b>City/State</b>	Cedartown, GA 30125	Chatom, AL 36518	Evergreen, AL 36401
<b>Telephone Number</b>	678-333-4763	251-847-2202	251-578-1260
<b>Contact</b>	Chief Al Sharp	Andrea Bryars	Kristi Conway
<b>Email</b>	asharp@polkga.org	andrea.bryars@washcoso.com	kconway@conecuhcounty.us
<b>No. of Inmate Telephones</b>	47 telephones	8 telephones	28 telephones
<b>Agreement Effective Date</b>	05/28/2013	12/14/2011	08/02/2017
	Reference #7	Reference #8	Reference #9
<b>Facility Name</b>	Pike County	City of Gulf Shores	Shelby County
<b>Address</b>	120 West Church Street	220 Clubhouse Drive	380 McDow Road
<b>City/State</b>	Troy, AL 36081	Gulf Shores, AL 36547	Columbiana, AL 35051
<b>Telephone Number</b>	334-566-4360	251-968-2431	205-669-4181
<b>Contact</b>	Kelly Barron	Lt. Alan Carpenter	Cpt. Jay Fondren
<b>Email</b>	kbarron@pikecountysheriff.com	acarpenter@gulfshoresal.gov	jfondren@shelbyso.com
<b>No. of Inmate Telephones</b>	13 telephones	8 telephones	96 telephones
<b>Agreement Effective Date</b>	05/12/2018	11/04/2012	10/15/2012

## **Specifications**

### **Required Services:**

1. The Contractor must install, operate, maintain and service the inmate telephone system (ITS) for the Escambia County Road Prison continuously. For the purpose of this scope, continuous means 365 days per year with the hours of operation being agreed upon by the facility and the Contractor. The hardware will be serviced and provided by the Contractor. The ITS must be ready to be installed and fully operational at the time of proposal submittal by the Contractor; a timeline of implementation for the ITS must be provided by the Contractor.

**~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.**

**NCIC is proposing an all-encompassing Inmate Telephone System (ITS) including all related software, hardware and network components, customer and facility support, and ongoing maintenance. NCIC's proposed technologies always maintain operational uptime of at least 99.99%. All facets of this proposal will be furnished at no cost to Escambia County for the life of the Agreement.**

2. The Contractor shall provide a system that is capable of outgoing calls only.

**~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.**

**The proposed system does not allow incoming calls at any time. The inmate telephones do not have a 10-digit telephone number and are not part of the public switched telephone network; therefore, cannot be dialed.**

3. The Contractor shall provide the following forms of inmate phone services:

- a) Debit minutes
- b) Pre-paid minutes
- c) Interstate calls

**~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.**

**The proposed system offers automated collect, pre-paid collect and debit calls. The pre-paid collect application supports prepaid collect international calls to any country, in addition to domestic calling. Calls to Canada, Mexico and Puerto Rico, a majority of international calling, can be processed as automated collect calls; all other countries require prepayment. The proposed system is the only one in the industry that allows traditional collect calling to these countries.**

**The proposed system is capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, interstate and international calling. The platform is capable of processing collect, pre-paid collect, pre-paid card, debit, authorized free, and speed dial calls.**

**Called parties have the option to bill their calls:**

- Pre-paid Collect
- Local Exchange Carrier Billing (assuming positive validation)
- Bank Card – All major credit cards including (Visa/MasterCard, Amex, etc.)
- PayPal
- Valid prepaid debit card
- MoneyGram and Western Union
- International Collect to Mexico, Canada and Puerto Rico

4. Although not available at this point in time, if the Escambia County Road Prison decides to provide phone time for purchase to the inmates directly, the Contractor agrees to work with the contracted commissary vendor at that time to accomplish the goal.

~~NCIC~~ **RESPONSE** : READ, UNDERSTOOD, AND WILL COMPLY.

NCIC has interfaces built with numerous trust/commissary providers across the country; and has successfully interfaced with Kimbles Commissary (the current provider at Escambia County) at numerous other facilities, to allow for seamless debit phone time transfers. After booking, inmates can easily move balances from the commissary to their inmate phone account to start making Debit phone calls. Any required interface work will be completed at no cost to Escambia County. NCIC always recommends implementing a cardless, integrated debit solution rather than relying on cumbersome physical pre-paid cards.

5. The Contractor shall provide a web-based interface for administering the inmate telephone system. Such interface shall include but not be limited to administrative rights control for adding, deleting and reporting on user activity, blocking numbers, PIN administration, call detail listings, and recording and playback of telephone calls. The interface shall also have the ability for the administrator of the system to monitor and report on user activities within the interface.

~~NCIC~~ **RESPONSE** : READ, UNDERSTOOD, AND WILL COMPLY.

The proposed Inmate call Engine (“ICE”) system is a truly centralized, web-based solution that can be accessed from anywhere, anytime by authorized users via any internet-connected device, with the appropriate login (Username and Password). County administrator’s permission levels can be granted based on the specific duties each user needs to fulfil. Users can securely perform all functions of the system, including live monitoring, listening to recorded calls, blocking/unblocking numbers, terminating calls, PIN administration, call history searches, managerial reporting or any other function needed in real-time.

6. The system must require active acceptance by the called party.

~~NCIC~~ **RESPONSE** : READ, UNDERSTOOD, AND WILL COMPLY.

The proposed system requires positive and active acceptance by the called party, before a call is allowed to connect. If required by Escambia County, the requirement for active acceptance can be waived for certain service-type phone numbers, such configurations are based entirely on the County’s requirements.

7. The system shall include user prompts in English and Spanish in addition to other languages that may be requested by the County.

~~NCIC~~ **RESPONSE** : READ, UNDERSTOOD, AND WILL COMPLY.

The proposed system provides service in English and Spanish, at a minimum. Multiple other language capabilities are available upon request and any additional languages required are provided at no cost to Escambia County.

8. The system shall provide the capability to track and identify specific telephone numbers called by each individual inmate telephone, as may be required. The system shall provide the capability of monitoring and recording all calls made from inmate telephones.

~~NCIC~~ **RESPONSE** : READ, UNDERSTOOD, AND WILL COMPLY.

The proposed platform allows for all call activity to be viewed in real time with the ability to view or download detailed live and historical call detail and revenue information. All calls can be monitored simultaneously and covertly by multiple users, without affecting the ability of the system to record calls, or the quality of the call audio for the call participants (inmate and called party). Live Monitoring on the platform allows for all calls to be monitored and call activity to be viewed in real-time. The live monitoring feature allows the authorized user to sort monitoring/call history by a large variety of search criteria, including the specific inmate phone used to place the call.

The screenshot displays the NCIC web-based call monitoring interface. At the top, there is a navigation bar with options like 'Home', 'Live Monitoring', 'Call History', 'Briefcase', 'Destinations', 'Inmates', 'Alerts', 'Prepaid Cards', 'Activity Log', and 'Documentation'. Below this is a 'Selection Criteria' section with various filters for 'Quick Date', 'Starting Date', 'Ending Date', 'Phone Location', 'Disposition', 'Region', 'Prepaid Card', and 'Alert'. A table below the filters lists call records with columns for 'Listen', 'Call Date', 'Location', 'Caller Name', 'Caller PIN', 'Destination Number', 'Dest City/State', 'Duration', 'Charges', 'Disposition', 'Alert', and 'Notes'. The table contains 20 rows of call data, including details like '10/04/2017 21:34:00' and 'South - 7 Dorm'. At the bottom of the table, it says 'Page 15 of 40 (1000 items)'.

- The recording system shall have the ability to fast forward and rewind recordings as necessary during the playback process. In addition, the recording system shall also have the ability to burn recordings to CD and/or DVD.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

Our web-based HTML5 player allows users to move back and forth within the call, as well as increase/decrease the playback speed, allowing users to significantly reduce work-time in listening to call recordings. Users can easily manage downloaded recordings for saving in .zip files, ISO files, .wav formats and .mp3 formats for listening on all devices, PC's, Macs, tablets and smart phones. The user can also burn the files to a CD or DVD or ZIP

file. Windows XP or newer has the capability to burn disks built in.

10. The live monitoring system shall have the ability to notify designated parties via email of phone calls made to specific telephone numbers that are under a watch status. The notified party must be able to monitor the specific call from a remote location via the internet.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

The proposed system has a suite of investigative features that will assist in investigations including the ability for authorized users to set alerts for notification, approval and transferring calls in progress. Authorized users configure alert settings in the Alerts tab which allows the user to set up an alert based on a particular phone number, a particular inmate, or particular inmate phone (or any combination thereof). The user can receive an alert by email, text to cell phone, a phone call or the user can select any combination of these 3 options. All authorized users can monitor the system remotely from any internet accessible device. An example of the Alerts set up process is shown below.



11. Personal Identification Number (PIN)

- a) The system must have the capability to assign PINs at the time of booking.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

The proposed platform is able to accept real-time PIN information in a variety of ways, from either the JMS, Inmate Trust Fund or other software platform (depending on how the facility manages the inmate PINs). NCIC's devoted Interface team have a vast amount of experience in working with SmartJAIL (Current JMS at Escambia County) to achieve real-time transfers of inmate data to ensure that Escambia County Facility staff are not burdened by manual data entry associated with the ITS. Some of the available manners in which NCIC is able to accept inmate PIN information is listed below:

- ✓ JMS, Trust Fund or Commissary 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;
- ✓ JMS, Trust Fund or Commissary 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;
- ✓ JMS, Trust Fund or Commissary generates and sends the complete PIN to the ITS. The ITS stores the complete PIN;
  - ✓ The ITS, without an interface with the JMS, Trust Fund or Commissary, auto-generates the complete PIN;
  - ✓ The ITS accepts a manually entered PIN.
- b) The system shall utilize Personal Identification Numbers for the inmates. Please make sure your proposal describes your system's use of PINs including minimum and maximum characters and any other related information.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

The proposed system offers an optional, easy to use PIN feature that can be turned on/off for the entire facility, a group of phones or a specific phone, based on the needs of Escambia County. For example: PIN numbers can be turned on in general population but turned off in booking and juvenile. The site administrator can easily deactivate PIN numbers via the system application. The system has the capability to provide collect, debit, pre-paid, pre-paid card, free and speed dial calling utilizing a secure PIN. The inmate utilizes the same PIN number for all call types. PIN codes can be a minimum of 6 and a maximum of 20 digits – and are configurable based on the needs of Escambia County.

PIN codes are normally used to restrict any and all inmates to particular calling patterns. Following is a partial list of PIN restrictions: restrict an inmate's calling to certain days of the week, times of day for each of those days, specific phones or sets of phones, specific destination numbers, a limit on allowable numbers and call time limits. Each PIN can be tied to an "allowed" calling list or on the general allowed call list. The system administrator at Escambia County or NCIC's customer service team can the limit of destination numbers an inmate is allowed with the default limit up to 9,999 different allowed destination numbers in order to prevent random or harassing calls to unknown numbers. This list can automatically be generated by maintaining the list of destinations the inmate has called and is easily customizable based on Escambia County's request. As an added disciplinary feature, inmate phone privileges can be either deactivated indefinitely or for a specific amount of time, based on the inmate's PIN. During the time that an inmate's privileges have been suspended, they can still be allowed access to attorney and counseling calls, if that is the preference of facility administration. Once the period of restriction has passed, the inmate will automatically have access to use the phone.

The PIN system is fully configurable with the following features:

- Inmates can have call restrictions based on PIN;
- Restrictions by time of day, day of week, allowed calling lists, allowed phones in the facility, limitation of free calls, limitation of calls to commissary;
- PINs can be changed manually or can be changed in JMS for automatic importing;
- PINs can be deactivated via web-interface or set for delayed activation;
- Certain phones can be set not to require PINs (e.g. Booking);
- PINs can be set to have delays between calls allowing other detainees a chance to use the phone;



- PIN system can import up to 30 data points in inmate database, such as name, birthdate, age, gender, social security number, federal ID, origin, contract status, active/inactive, race, etc.
- PIN system shows first and most recent call date;
- PIN system allows a quick view of all allowed / blocked destination numbers;
- PIN system allows detainees to receive voicemail messages from family members on the Personal Allowed Number (PAN) list. Broadcast messages can also be sent by Jail staff to individual inmates, groups of inmates or the whole detention population;
- All calls can be monitored, and call activity viewed real time via the inmate's PIN;
- Reports by PIN are generated in real-time and accessible via any internet-enabled computer;
- Call Detail Records ("CDRs") store all relevant call information and calls can be sorted in a myriad of ways, such as by date, PIN, inmate name, destination number, phone, duration and call disposition;

All incomplete call records include detail in easy-to-understand terms relative to why the call was not completed such as Busy, No Answer, Blocked, Invalid PIN, Completed, Answering Machine, time limit, Etc.

- c) The system shall prevent duplicate PINs.

 **NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

The proposed system does not allow duplicate PIN numbers to exist.

- d) The County must be able to restrict calls based on the inmate's PIN. This includes call duration, time of day and destination numbers.

 **NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

Authorized County/Facility users can set call durations as a facility-wide default that can be changed based on the inmate's Personal Identification Number (PIN), telephone or groups of telephones, or phone number dialed. Duration configuration preferences of Escambia County can also be applied to TTY/TDD calls, VRS calls, attorney calls, Speed Dial calls, etc. Call length configurations are extremely granular and customizable based on the needs of the County.

- e) The system shall provide a method of verifying the inmate's PIN to guard against fraudulent PIN use through voice verification. Provide a detailed description of your solution.

 **NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

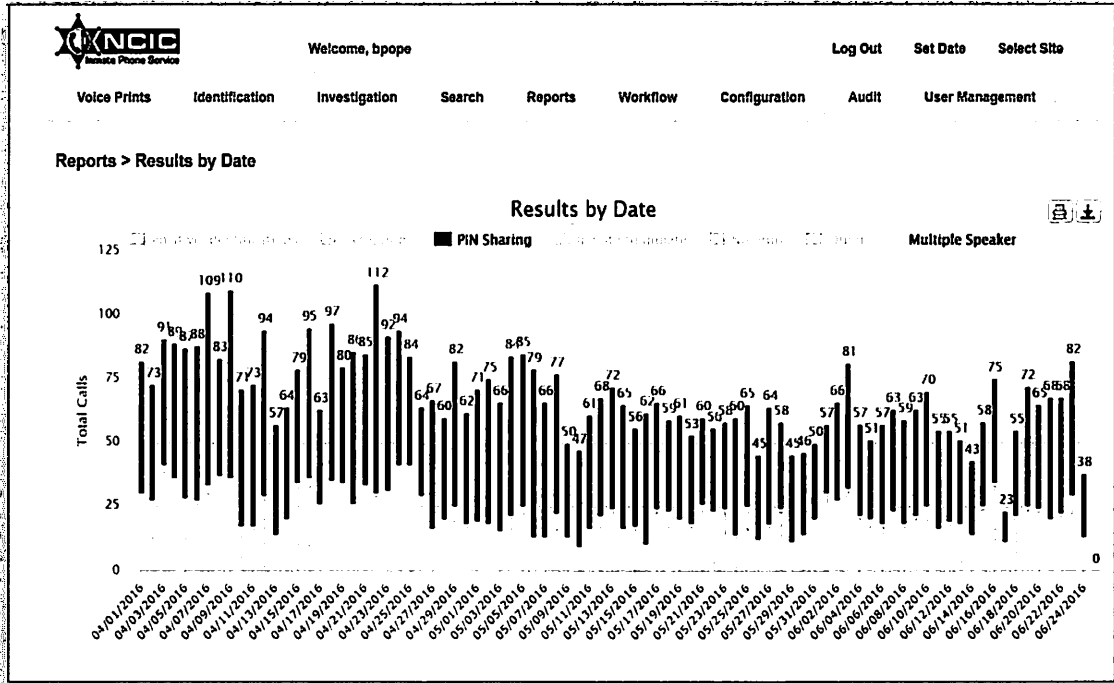
NCIC utilizes the Argus ECHO™ voice authentication system currently in use by the Department of Homeland Security, as well as hundreds of other agencies nationwide, and abroad. NCIC's platform allows automatic enrollment during the inmate's first call, eliminating the frustrating, time-consuming process of manual enrollment used by most inmate phone providers' voice biometrics systems. Furthermore, the platform maintains all inmate voice prints, allowing calls to be flagged from current inmates to other current or former inmates, completely eliminating inmate-to-inmate calling which happens with most inmate phone platforms via call forwarding systems. A recent addition is VoxCat, which categorizes voice prints regardless of inmate ID allowing the system to catch attempted PIN theft/sharing, this feature delivers to investigators what

they have been asking for ever since biometrics was first introduced into prisons - a way to make sense of targets of interest on the civilian side easily, and quickly. The solution works with any type of audio or language (video visitation, ITS, VoiceMail, seized cell phones, etc.) much the same that the target audio can be in a language and the various fed audio in different languages.

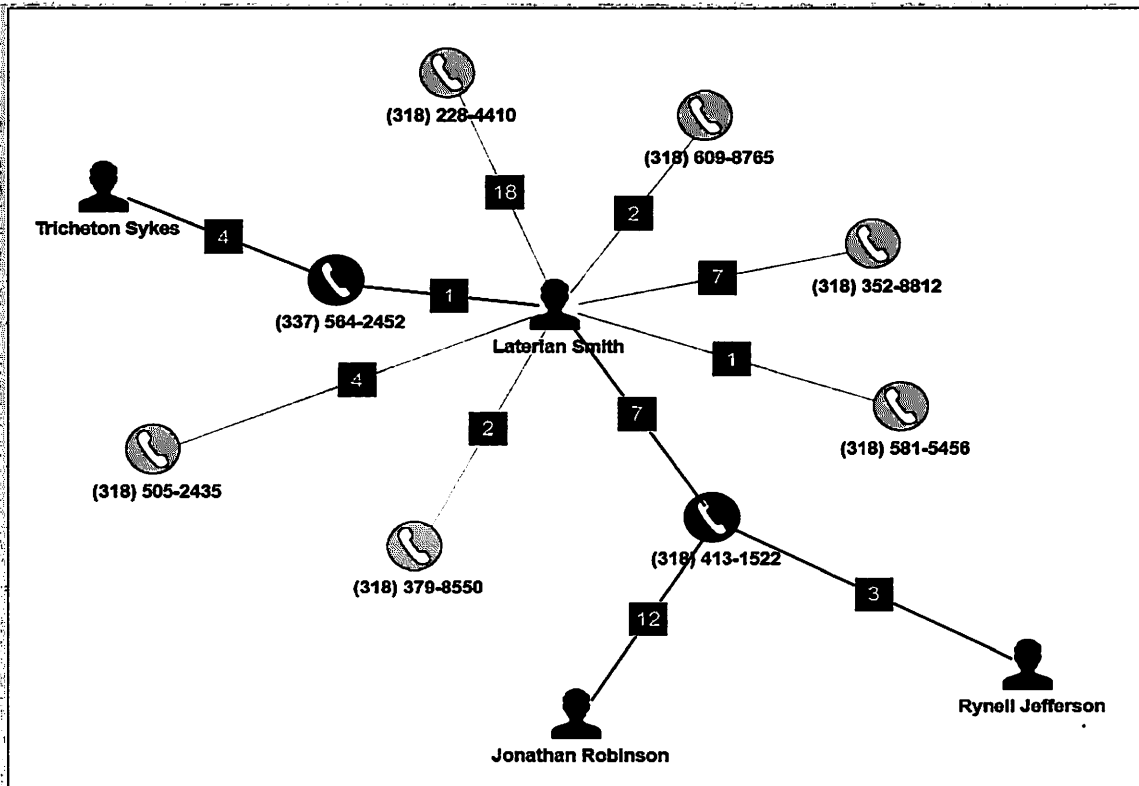
**ECHO™** is a secure voice biometric processing platform that analyzes calls made by the inmates from within correctional facilities. **ECHO™** provides correctional personnel with numerous investigative tools to aid investigation in the analysis of calls and facilitates the discovery of actionable intelligence revealed through biometric processing, that may otherwise go unseen. Some of the advantages offered by **ECHO™** include:

- **No lengthy enrollment process –Voice prints are automatically and covertly created and continuously improved, delivering highest accuracy rates possible.**
- **Identify PIN sharing events – Along with the identity of the imposter, allowing investigators to focus their efforts on calls that have the highest likelihood to include actionable intelligence.**
- **Query records by voice – Identify all calls in which the targeted inmate may have spoken. Voices of civilians can also be run against database, providing investigators with unparalleled intelligence gathering tools.**
- **Create voice prints upon request – Prints can be processed against historical calls, allowing investigators to listen to and extract potential intelligence, regardless of inmate or civilian identity or number of telephone numbers used.**
- **Continuous Voice Identification – Provides investigators not only verification of whom is speaking, but also the identity of all inmate(s) who speak during a call.**
- **Link civilians by voice – ECHO™ is the only solution that can create and match on demand or automatically, prints and biometric results for civilians in addition to inmates.**
- **View Whisper – highlights portions of the call where the tone of the inmate drops below the selected threshold, to show investigators where speakers are whispering.**

**ECHO™** provides a unique PIN Sharing report that provides investigators key information of which inmate's PINs are being used and which inmates are the ones using them/stealing them. Echo's proprietary Drill Down reporting allows investigators to go from very high-level information to individual inmates calls all through simple clicks on the desired information.



**Example of common call associations uncovered utilizing ECHO™s Visual Link Analysis application:**



## 12. Fraud Management

- a) The system shall be able to detect, notify, and prevent three-way or conference calls, except for those calls to attorney's or other approved numbers. The County understands that there are industry patents in this area. Please provide a description of the process that your platform employs and why you feel the technical approach provides the best three-way detection solution.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

Inmate Call Engine's patented Three-Way Call Detection system listens for silence detection on a near-real time basis using various algorithms developed based on research on thousands of three-way call attempts. When the Inmate Call Engine determines that a three-way or call forward has been attempted, a warning message is played to the callers and the call record is permanently marked as a three-way attempt (providing administrators an easy way to go back and listen to the call). The system can be configured to automatically and immediately cut off three-way call attempts, or allow such calls to continue, for investigative benefit. Alerts can be sent to jail administrators of all three-way call attempts and the recordings can immediately be emailed and stored in the users recording briefcase for later review.

If a three-way call is detected, future calls to that number can be blocked, or just flagged. If terminating the call, notification is given the call is being disconnected so the inmates will not assume the call was accidentally disconnected. If blocked, the system will play a message announcing the number was blocked due to three-way calling.

The three-way call detection available within our platform offers varying levels of confidence on detected calls with an option to block, flag or alert users (or any combination of these) in the case of suspected or confirmed three-way call attempts. Our three-way call detection method is the first in the industry to offer DTMF digit collection on the called party end, which results in significantly less false positives, as it does not only rely on silence detection like most systems. Our inmate customer service voicemail feature allows inmates to notify our customer service of blocked numbers and responses to these inquiries are normally within 2 hours. The called party can also contact our customer service and resolution can be immediate if we deem the blocking was accidental, they can reach our live customer service or email us at [info@ncic.com](mailto:info@ncic.com).

Further, our ECHO™ Voice Biometrics can count voices on both the inmate and the Called-Party side, indicating possible three-way activity or collusion. Our voice biometrics can alert users when identifying multiple parties on the call, and the system can be configured to either terminate such calls, or simply flag the call for later review.

- b) The system shall prevent the inmate from receiving a second dial tone, or "chain-dialing".

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

The proposed system prevents chain dialing and secondary dial-tone; inmates cannot make a second call until the first call is completed. The centralized call switching uses a VOIP network connection to the inmate phones and not the public switched phone network (PSTN).

- c) The system shall have the capability to remotely survey Inmate calls and be able to transfer specific calls in progress to investigators.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

The proposed system has a suite of investigative features that will assist in investigations including the ability for authorized users to set alerts for notification, approval and transferring calls in progress. Authorized users configure alert settings in the Alerts tab which allows the user to set up an alert based on a particular phone number, a particular inmate, or particular inmate phone (or any combination thereof). The user can receive an alert by email, text to cell phone, a phone call or the user can select all 3 options. All authorized users can monitor the system remotely from any internet accessible device. Please refer to Page 14 for an example of the Alerts configuration page.

- d) The inmate shall not communicate with the called party until the call has been accepted.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

The inmate and Called Party cannot communicate until the called party has positively and actively accepted the initial call. Active acceptance requires that the called party press a "1" on their keypad. Billing does not begin until the Called Party and inmate are connected. During the call setup announcement called parties can deny the call by pressing "2" and block all future calls by pressing "3".

- e) The system shall detect the difference between an accepted call, and an answering machine, busy signal or other telephone activity. Please describe in your proposal how your platform accomplishes this.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

The proposed system uses a sophisticated answer detection algorithm which can distinguish between standard and artificial telephone tones, standard SIT tones, busy signals and even answering machines/voicemail to ensure accurate call answering, prevent erroneous billing and subsequent complaints. This technology helps to ensure that only customers who actively accept a call are connected and billed.

- f) The system shall allow call blocking of specific numbers by inmate PIN telephones, or group of telephones. The system shall be able to block access to an unlimited number of specific telephone numbers upon request.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

An inmate allowed call list works in conjunction with the blocked call list. A phone number can be blocked for a specific inmate but allowed for others, or from certain designated phones, hours of the day, etc.

The Facility can block and unblock an unlimited quantity of telephone numbers without NCIC's assistance although NCIC's support team is available to assist if needed. Each blocked number will contain descriptive information regarding how and when the block was applied. Blocked numbers can easily be unblocked, if deemed appropriate.

- g) The system shall permit the called party to block all future calls from a the facility.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

During the initial call greetings, called parties can deny the call by pressing “2” or can block all future calls by pressing “3.” Any such blocked calls will be displayed in the system as “Blocked” (for that particular destination phone number) reflecting all details regarding when and how the block was applied.

- h) The system must have the capability to suspend an inmate’s privilege for placing a call and set a beginning and end date without the need to manually re-enable privileges.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

Inmate phone privileges can be either deactivated indefinitely or for a specified amount of time. During the time that an inmate’s privileges have been removed, they can still be allowed access to certain professional calls, such as legal or counseling calls, if preferred by facility administration. Once the period of restriction has passed the inmate will automatically have access to use the phones again.

### 13. Other Investigative Tools

- a) The system shall be equipped with a remote call-forwarding feature to those numbers that are under surveillance by the investigative unit. The feature shall allow authorized personnel to monitor a call, from any designated remote location, while the call is in progress. The call shall be automatically rerouted once the call is accepted by the called party and in progress. There cannot be any distance barriers to the retrieval process so the remote telephone number can be located within the facility or across the county.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

The system provides an alert feature where alerts can be sent to cellphones or landlines, so that investigators can control and listen to calls of interest. The system alerts investigators either prior to a call being placed or while a call is in progress so that investigators can approve/deny a call prior to the call being connected, and covertly monitor the call if they so choose.

- b) The system must have the capability to move an inmate or group of inmates from one housing unit to another without the need to re-enter the information.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

During the installation process, the system provides for configuration settings to contain each group (i.e. facility) in its own “profile”. This allows for an inmate from “Facility A” to be visible and populated in “Facility B” as all will be contained under one master facility. Escambia County will be the master facility with each additional facility configured within and titled based on Escambia County request. Staff selects from the profile listing on the Call History tab and the Configuration tab displays all facility phones. See screenshots on the following page.

Configuration		Users		Orion	
Call History		Briefcase		Destinations	
Phone Location:	All	Notes:			
Disposition:	All	Region:	All		
Three Way:	All	Alert:	All		
Profile:	All	<ul style="list-style-type: none"> <li>All</li> <li>Booking - Jail</li> <li>Inmate Phone - Annex</li> <li>Inmate Phone - Detention Center</li> <li>Inmate Phone - Jail</li> <li>Visitation Phones - Detention</li> <li>Visitation Phones - Jail</li> </ul>			
Phone Number	Dest City/State	Duration	Charges	Alert	
No data to display					

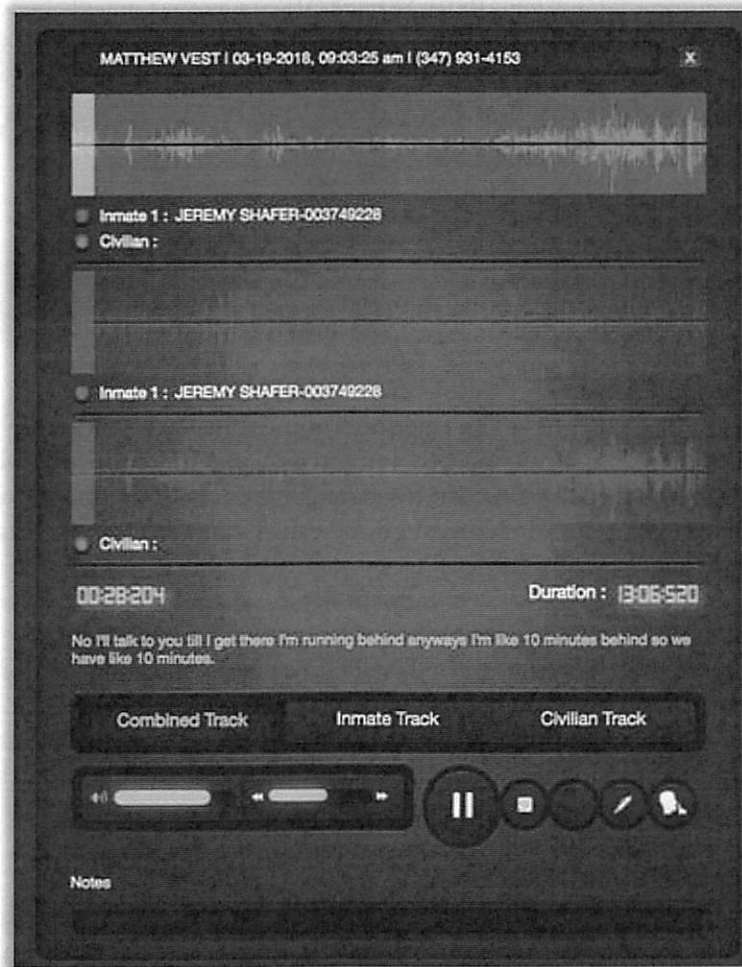
Facilities:	
	Name
<input type="checkbox"/> <a href="#">View</a>	Morehouse
Profiles:	
	Profile Name
<input type="checkbox"/> <a href="#">View</a>	Booking - Jail
<input type="checkbox"/> <a href="#">View</a>	Inmate Phone - Annex
<input type="checkbox"/> <a href="#">View</a>	Inmate Phone - Detention Center
<input type="checkbox"/> <a href="#">View</a>	Inmate Phone - Jail
<input type="checkbox"/> <a href="#">View</a>	Visitation Phones - Detention
<input type="checkbox"/> <a href="#">View</a>	Visitation Phones - Jail

- c) Keyword recognition in addition to continuous voice verification shall be provided.

**XNCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

Through our ECHO™ Voice Biometrics application, Keyword Detection can be utilized using both a “default” dictionary of standard investigative words of interest, which can also be supplemented with slang words and colloquialisms that are local to Escambia County. Additionally, our Transcription feature allows investigators to automatically transcribe any conversations of interest (such as conversations containing flagged keywords) into a text file, to be delivered via email to the investigator(s), with the flagged keywords highlighted.

Shown below is a screenshot of our Keyword Detection and Transcription solution.



- d) Please make sure to provide detailed information regarding additional investigative tools, features, or creative solutions that would be available to the County.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

In addition to meeting or exceeding all requirements as outlined in this RFP, NCIC Inmate Communications offers a range of time-saving, value-adding applications and services that can increase efficiency of operations with the facility, become a “force multiplier” for Escambia County, and remove paper-based processes.

**Separation/Suicide Watch Cells:**

Escambia County would have the option to replace any phones in the separation/suicide cells with hands-free phones. This would eliminate the risk of suicide or self-harm with the phone cord while allowing the inmates to make phone calls as needed without having to be removed from the cell by jail staff. These phones would have the ability to be cut on and off at any time the jail staffed thought it was necessary.





**Video relay Service (VRS):**

In addition to providing any TTY/TDD devices as required by Escambia County, NCIC is able to offer cutting-edge Video Relay Service (VRS) which is quickly becoming the preference for deaf/hearing-impaired inmates. VRS acts as a video visitation service for deaf/hearing-impaired inmates allowing for face-to-face interactions between these inmates and the outside party. NCIC can provide VRS at no cost to Escambia County. Please see here, a visual example of a VRS session in-progress.

**Booking Phone Calls:**

Escambia County would have the option to allow inmates to make the required number of free phone calls from the holding cell, inmate housing unit or from a phone in the booking area that NCIC will install at no cost. By having the inmates use the inmate phone system for their two free calls it puts all recorded phone calls by inmates on one system and documents the calls for easier review.

**Lobby Kiosks:**

Multi-functional lobby kiosks can be installed for inmate account deposits at no cost to the County. We offer deposits with the lowest fees in the industry. The kiosk allows family members to deposit money into inmate phone & commissary accounts (depending on the preferences of the facility), allowing friends and family to easily and quickly deposit funds for inmate spending.

**Contraband Cell Phone Detection:**

NCIC has partnered with several industry technology leaders to source the most effective and reliable cellphone detection solutions available. NCIC's menu of cellphone & contraband detection options include handheld devices, portable towers, managed access systems (MAS), and data analytics solutions designed to pinpoint the presence of contraband cellphones. Shown here are various options for cellphone and contraband detection solutions that NCIC is able to implement, based on the unique requirements of each facility (pricing information is listed here, however, this technology would be provided at no cost to Escambia County):

**NCIC**  
INMATE COMMUNICATIONS

**CELLPHONE/CONTRABAND DETECTION PRODUCT LIST - TOWERS**

Specifications, Options, Features	CEIA's MSD	Metrasens' Cellsense Plus	BV System's SentryHound-Pro
Portable	☉	☉	☉
Detects Cellphones When On and Off	☉	☉	☉
Customizable Sensitivity	☉	☉	☉
Battery Run Time	26 Hours	16 Hours	24 Hours
Charge Time	4.5 Hours	4 Hours	3 Hours
Alarm Indicator Capability	☉	☉	☉
Indoor and Outdoor Operations	☉	☉	☉
Weather-Resistant	☉	☉	☉
Body-Cavity Detection	☉	☉	☉
Hidden Screening Capability	☉	☉	☉
Durability	☉	☉	☉
Space Saving	☉	☉	☉
Lightweight	☉	☉	☉
Height	75"	73"	75"
Width	15"	5.5"	8"
Weight	21 lbs	39 lbs	17 lbs
Carry Case	☉	☉	☉
Price Range	Varies	Varies	\$4,495 - \$4,975

☉ YES  
☉ NO

**NCIC'S CELLPHONE/CONTRABAND DETECTION PRODUCT LIST - HANDHELD**

Specifications, Options, Features	BV System's Verbe	BV System's PocketSound	CEIA's PD40E	BV System's Marra Ray	BV System's Wolfhound Pro
Portable	☉	☉	☉	☉	☉
Detects Cellphones When On or Off	Undetermined	Only Active Devices	☉	☉	☉
Customizable Sensitivity	☉	☉	☉	☉	☉
Digital Signal Processing (DSP) Technology	☉	☉	☉	☉	☉
Battery Run Time	4 Hours	2 Hours	100+ Hours	3 Hours	4+ Hours
Internal or Separate Batteries	Internal Battery	Internal Battery	Separate AA/AAA Batteries	Separate PV Battery	Internal Battery
Charge Time	4-5 Hours	Undetermined	No Charge/Full Battery Indicator	No Charge/Full Battery Indicator	Undetermined
Alarm Indicator Capability	☉	☉	☉	☉	☉
Indoor and Outdoor Operations	☉	☉	☉	Undetermined	☉
Body-Cavity Detection	Undetermined	☉	Undetermined	☉	☉
Hidden Screening Capability	☉	☉	☉	☉	☉
Durability	☉	☉	☉	☉	☉
Weather-Resistant	Undetermined	Undetermined	☉	Undetermined	Undetermined
Space Saving	☉	☉	☉	☉	☉
Lightweight	☉	☉	☉	☉	☉
Height	6"	4"	14"	7"	Undetermined
Weight	Undetermined	Under 1 lb	Under 1 lb	10 oz	1.5 lbs
Ability to Filter Construction Metals (Rebar)	☉	☉	☉	☉	☉
Carry Case	☉	☉	☉	☉	☉
Price Range	\$995 - \$1,100	\$474 - \$499	Varies	\$711 - \$749	\$2,080 - \$2,400

☉ YES  
☉ NO

**Live Operator vs. IVR (Interactive Voice Response):**

NCIC's unique use of a live customer service representative for every initial call, versus the cumbersome, awkward IVRs preferred by other providers, results in a higher ratio of successful account set-ups, and consequently, more completed first calls and satisfied end users.

**Message Broadcasting to Inmates:**

Escambia County will have the option to send Broadcast messages to all inmates, groups of inmates or individual inmates regarding facility news or notifications, eliminating the workload of posting signage in each pod or dormitory. The system timestamps when the inmate listened to the message and how many times that inmate listened to the message. The recorded message will remain in our Call History for the duration of the Agreement and beyond, if necessary, allowing staff to review the recordings at any time in the future.

**Inmate Customer Service Voicemail:**

Perhaps the feature that relieves the most workload from facility staff is our Inmate Customer Service Voicemail. If allowed by Escambia County, inmates will be able to leave a message for our customer service department when they have questions about their account or wish to call a specific number. NCIC's Customer Service Department will leave a pre-recorded message back to the inmate's inquiry to customer service via his personal I.D.

How it works: When an inmate picks up to make a call, a prompt will announce "you have a

message, please press 1". The message will indicate whether the problem has been resolved with some 30 "canned" disposition messages. Additionally, a manager can leave an actual voice message if the nature of the request is not available in our pre-recorded messages. We can also set thresholds on how many messages an inmate can leave in an 8-hour period, in order to prevent inmates from leaving harassing messages.

**Time of Day:**

This little common-sense feature allows the inmates to just lift the handset and hear the current time and date. With the "Time of Day" option activated, each time an inmate picks up the phone, they will immediately hear the current time. This will reduce headaches to the facility staff who have to provide this information to the inmates.

**Off-Hook Covert Recording:**

The system can be set to begin covert recording immediately upon "off hook" which allows the system to record inmate chatter while waiting for their call to be connected. This feature can assist county staff obtain vital information not part of the actual call.

**Inmate PIN Analytics:**

Allows users to see how many numbers an inmate has called with a summary report indicating the highest volume of calls by inmate. Can be used to associate other inmates calling to a particular phone number, as well.

**Inmate and Called Party DTMF digit collection for analysis:**

This allows an authorized user to see all the digits pushed by the inmate prior to the call and digits entered by both inmate and called party during the call, which helps capture the destination number on three-way calls, call forwarding attempts, as well as help diagnose problems if inmates are having problems calling into the commissary or voicemail system.

**Web-Based Account Funding for Inmate's Friends & Family:**

NCIC offers a user-friendly website that allows friends & family members to deposit funds onto their inmates account or establish a Secure Collect account which allows the inmates to only call certain numbers designated by the friend or family member.

**"Court-Alert" messaging application:**

Court-Alert is an intuitive, easy to use messaging application for court date reminders. The application allows authorized Escambia County personnel to fill in the defendant's name, cell phone number, email address, court date and time. Immediately, an automated reminder of an up-coming court appearance will be sent out via text message, voice message and email from our VoIP servers. This messaging service will extend for the life of the court case, in some instances over a year.

When people don't show up for their court dates, it keeps them in the court system longer and creates back logs for the courts and jails. The goal of our Court-Alert messaging service is to help agencies save time & money by reducing the number of no-shows, thereby reducing the number of bench warrants, and therefore keeping people away from jail. Shown below are examples of the Court-Alert application, and reminder messages received by defendants:

**Appearance Alert Demo**

County Name:  
Spring

Person's Name:  
Jonathon Doe



Phone No.: 903-252-1863

email: email@test.com

Appearance Date:  
Tuesday, July 17

Time: 1:00 pm

**Make Demo Call**

<  




(323) 554-3013




**Important Reminder for Jonathon Doe from Spring County:**


You have a court appearance scheduled for Tuesday, July 17 at 1:00 pm.

Failure to appear may result in a warrant for your arrest, fines, jail time, or suspension of your drivers license.

For detailed court information, call 323.554.3013

 Reply  Reply All  Forward

 Court-Alert.com <noreplies@phoneplatform.com> alexjpope@hotmail.com

**Court-Alert for Jonathon Doe**

**Important Reminder for Jonathon Doe from Spring County:**

You have a court appearance scheduled for Tuesday, July 17 at 1:00 pm.

Failure to appear may result in a warrant for your arrest, fines, jail time, or suspension of your drivers license.

For more detailed information, dial 323.554.3013

**ECHO™ Voice Biometrics:**

ECHO™ has focused on solving the most complex and persistent problems for technology deployed in corrections agencies. One of those challenges, is the current onerous, time-consuming, and expensive enrollment process required by other systems. ECHO™ is proud to be the creator of the covert-enrollment process in corrections. No other company can match the experience and knowledge that ECHO™ has when dealing with covert enrollments.

For over five years, every single inmate of the more than tens of thousands enrolled in the ECHO™ system, has been done so without any assistance from the agency or its officers saving the agency tremendous money and most importantly, time. Additionally, this experience has lead ECHO™ to develop additional technologies to solve some of the most common problems faced when dealing with covert enrollments.

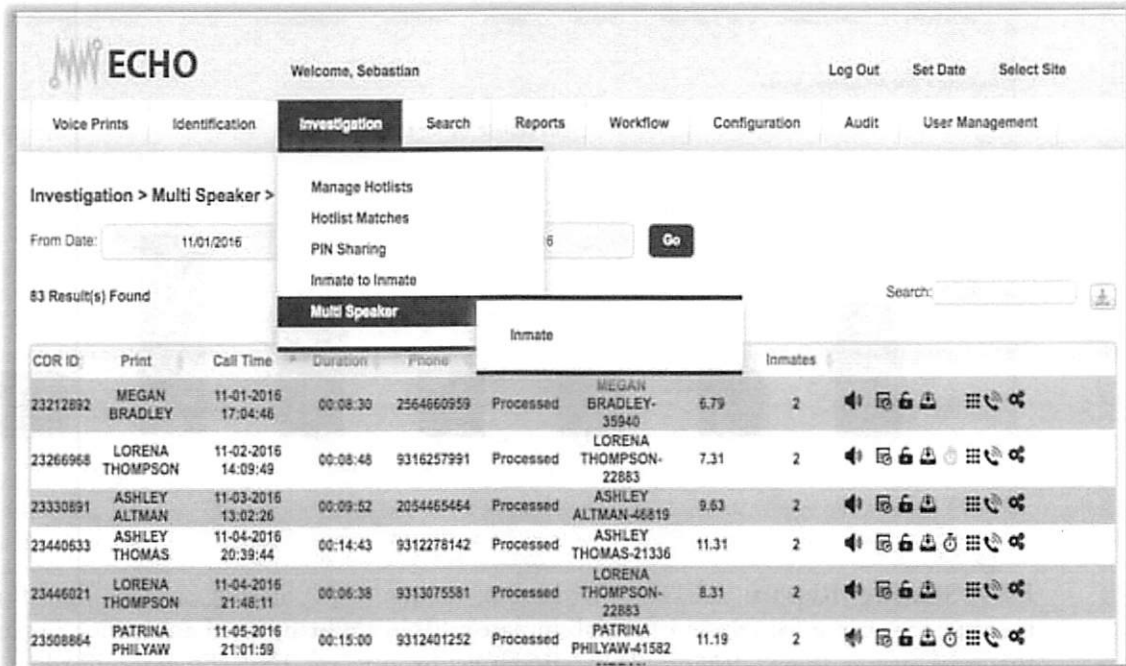
**\*\*The below section is considered CONFIDENTIAL and exempt from disclosure\*\***

Additionally, not only is ECHO™ able to create voice prints of the inmates in covert fashion but also of any person of interest on request/demand. This is a powerful tool to have when a suspect is not an inmate and is using many different phone numbers. Once the print is created, the voice can be searched through historical calls so investigators can listen to and extract potential intelligence. For example, if it is believed a corrections officer is speaking to an inmate, a voice print can be created on demand, and then run against the audio collected from an investigation/digital recorder.

Most importantly, unlike other systems, the Voice Prints in ECHO™ are not static, but rather they adapt to the environment and can be improved over time, either manually or on a scheduled basis. ECHO™ constantly monitors the status of the Voice Prints and identifies which Voice Prints could use an improvement based on their performance against their peer group. If its set to auto-monitor, ECHO™ will automatically improve the voice print by selecting the best scoring calls to add to the BVP.



Investigation Module: Multi Speaker Calls: ECHO™ provides investigators a built-in section to access all calls, regardless of target inmate, where the target inmate plus at least one other inmate appears. ECHO™ identifies the number of Inmates present on the call and shows the number in the “Inmates” column. If there were more than 2 inmates, the number would accurately represent that.



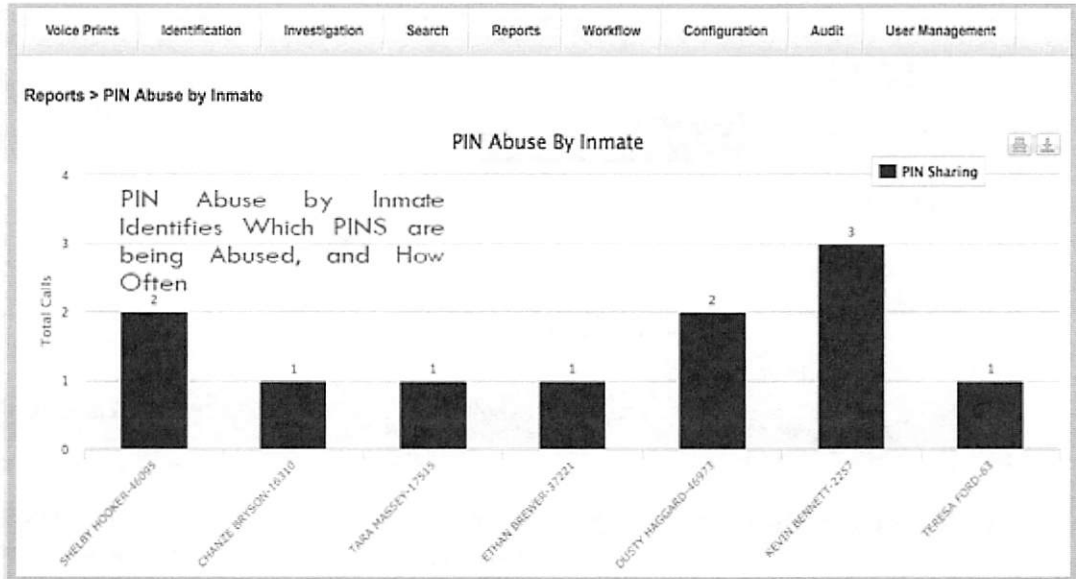
The screenshot shows the ECHO web application interface. At the top, there is a navigation bar with 'ECHO' and 'Welcome, Sebastian'. Below this is a menu with options like 'Voice Prints', 'Identification', 'Investigation', 'Search', 'Reports', 'Workflow', 'Configuration', 'Audit', and 'User Management'. The 'Investigation' menu is open, showing options like 'Manage Hotlists', 'Hotlist Matches', 'PIN Sharing', 'Inmate to Inmate', and 'Multi Speaker'. The 'Multi Speaker' option is selected, and a search for 'Multi Speaker' has been performed, resulting in 63 results. A table of results is displayed below, with columns for CDR ID, Print, Call Time, Duration, Phone, and Inmates. The table contains 6 rows of data, each representing a call record with details such as speaker names, call times, durations, phone numbers, and the number of inmates involved.

CDR ID	Print	Call Time	Duration	Phone	Inmates
23212892	MEGAN BRADLEY	11-01-2016 17:04:46	00:08:30	2564660959	2
23266968	LORENA THOMPSON	11-02-2016 14:09:49	00:08:48	9316257991	2
23330891	ASHLEY ALTMAN	11-03-2016 13:02:26	00:09:52	2054465464	2
23440633	ASHLEY THOMAS	11-04-2016 20:39:44	00:14:43	9312278142	2
23446021	LORENA THOMPSON	11-04-2016 21:48:11	00:06:38	9313075581	2
23508864	PATRINA PHILYAW	11-05-2016 21:01:59	00:15:00	9312401252	2

ECHO also provides investigators with built in identification in its own custom, web-based player.

ECHO's player is web based and does not require any additional software to run. It was designed specifically for investigators with the ability to:

- Isolate tracks (combined, inmate, and civilian)
- Make notes in each track
- Speed up track play
- Show Whisper™: Ability to highlight sections of the recording where the voice dropped below a certain percentage. Likely revealing an attempt to pass illicit information in hush tones.
- Remove Silence: Ability to remove silence (dead space, no speaker talking) of a call for speedier playback.



**PIN Sharing Report:** ECHO provides a unique PIN Sharing report that provides investigators key information of which inmate’s PINs are being used and which inmates are the ones using them/stealing them. ECHO’s proprietary Drill Down reporting allows investigators to go from very high-level information to individual inmates calls all through simple clicks on the desired information.

*By simply clicking on an inmate, Investigators can then see which inmates are using the PINs.*

**Searching by Activity:** Inmate Search by Voice provides quick search capabilities with built in categorization of the resulting records. This means that investigators save time, by searching for voice, and seeing if the resulting call was a PIN sharing call, a Multi Speaker call, which PIN the target inmate used etc. This type of report is only available in ECHO™.

**ECHO™’s Inmate Activity by Name** report provides investigators an extremely powerful, yet easy to use tool in searching for individuals biometrically. By simply typing the name of the individual, the system returns a categorized result of where it found the individuals voice. It returns:

- 1) The voice in calls it should have appeared (positive ID) - Green
- 2) Whether other inmates appeared in his calls (multi speaker for target) – Yellow under Target
- 3) If the target used other inmate’s PIN, who they were and how many instances (Pin Sharing) – Blue Columns
- 4) If the target appeared in addition to another inmate under their Pin (Multi speaker other inmate) – Yellow

Echo’s easy to use Drill Down Reporting provides access and information in a format never seen before. Investigators can search by voice and see all instances of that inmate’s activity neatly categorized and accessible.



We can quickly see the results for Michael Moyers, who's PIN he used in addition to his own (Joshua Hovis, John Amason, etc.). We can quickly access any of this calls by simply clicking on them. In this case, with a simple drill down we can see the call where Michael Moyers appeared in addition to Jason Sandoval and in the player which portion of the call he appeared in.

The most recent addition to the ECHO™ Voice Biometrics system is a powerful Keyword Detection and Transcription feature. Escambia County investigators have the option to receive a report from the ECHO™ system, showing any calls that include any keywords of interest or concern. Escambia County has the option of either leveraging a standard dictionary of investigative keywords or adding to the standard dictionary with a customized list of keywords including any words or terms that are prevalent in the local area (such as local slang or colloquialisms). Investigators can also choose to have any calls that contain detected keywords *transcribed* into an email to be sent to the investigator. This feature allows Escambia County investigators to more efficiently use the ECHO™ system by quickly alerting them to conversations that contain words of interest – conversations that may have gone undetected.

\*\*\*End of CONFIDENTIAL information\*\*\*

NCIC would be grateful for the opportunity to expand on the ECHO™ information provided within this RFP response with a full demonstration. For the purpose of brevity, only certain aspects of the overall functionality of the ECHO™ system have been described within this RFP response.

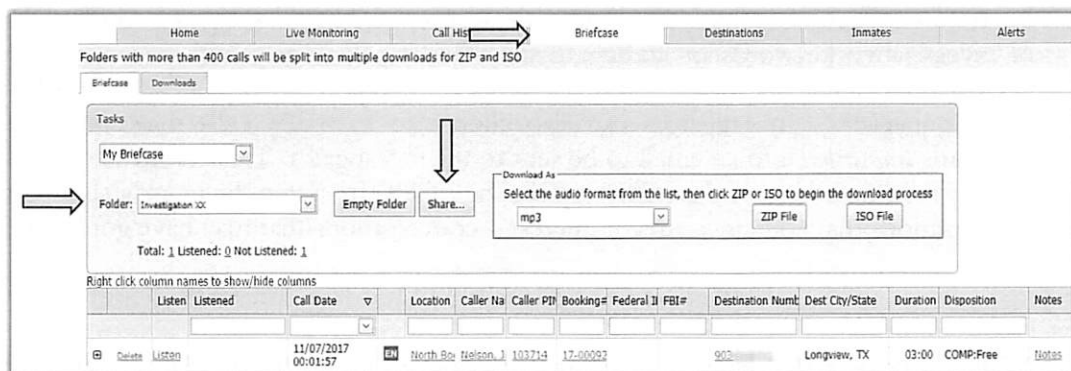
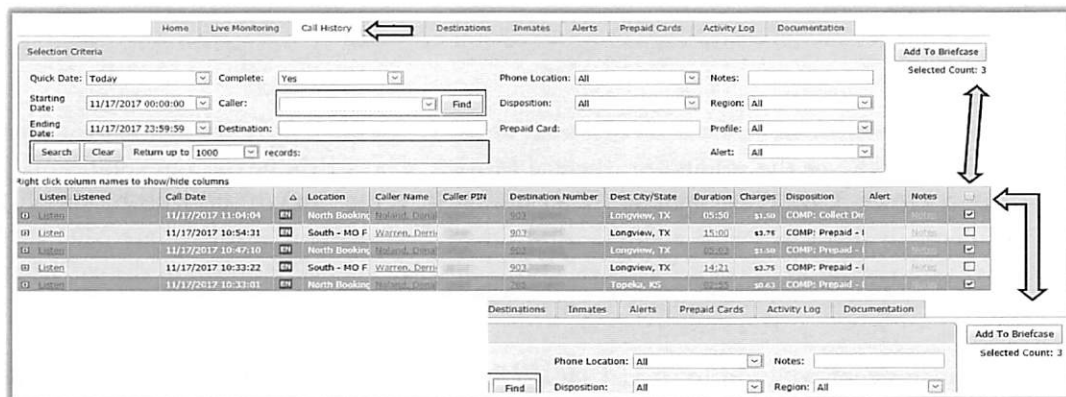


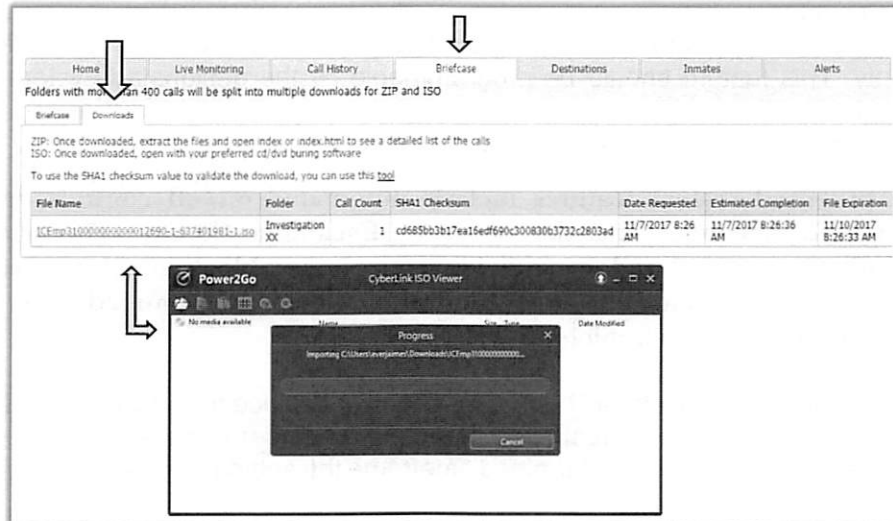
- e) System should have the capability to build and manage case files within the application/platform consisting of multiple calls and individually labeled.

**KNCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

Investigative alerts can be set based on specific inmate telephone, inmate PIN, or destination phone number (or any combination of these). The platform can easily insert all calls for a given case into an investigative “Briefcase” folder. A configuration/alert can be set that automatically organizes call recordings from particular inmates, phones, or called numbers into the designated investigative Briefcase. This allows for quick access to these calls for the user to view, listen, share with others, or download for investigative purposes.

The proposed platform utilizes an innovative “Briefcase” for management of call recordings. This function allows for an unlimited number of designated recording folders. Users can easily manage downloaded recordings for saving in .zip files, ISO files, .wav formats and .mp3 formats for listening on all devices, PC’s, Macs, tablets and smart phones. The user can also burn the files to a CD or DVD or ZIP file. Windows XP or newer has the capability to burn disks built in.

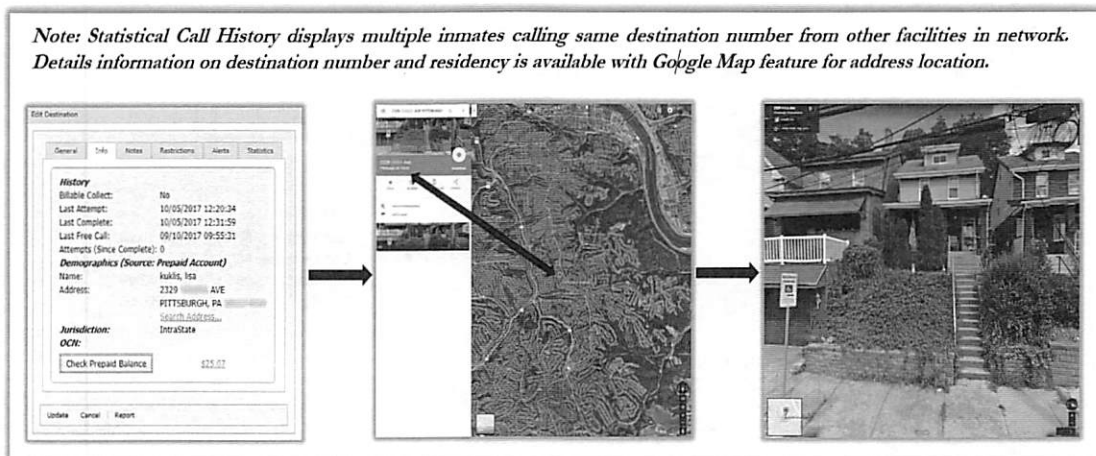




- f) If possible, the system should be able to provide the information of the individual to which a phone number is registered along with the addresses. The facility is aware that this information is not obtainable in all situations, they simply request it be captured when available.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

The system identifies the called party and their billing address, in cases where a pre-paid account exists, and offers a convenient Google Maps link to the location of the destination, as well as Street View of the associated residence, if available. This feature allows users to see all inmates who have called to a particular destination number and can also show a list of all jails across our network that have had calls terminate to that destination number. The proposed system currently stores BNA information for hundreds of thousands of accountholders.



**14. System Security**

- a) The proposed system must be programmed for auto shut-off at times designated by the County. This feature should be programmable by the designated system administrator within the facility.

**INCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

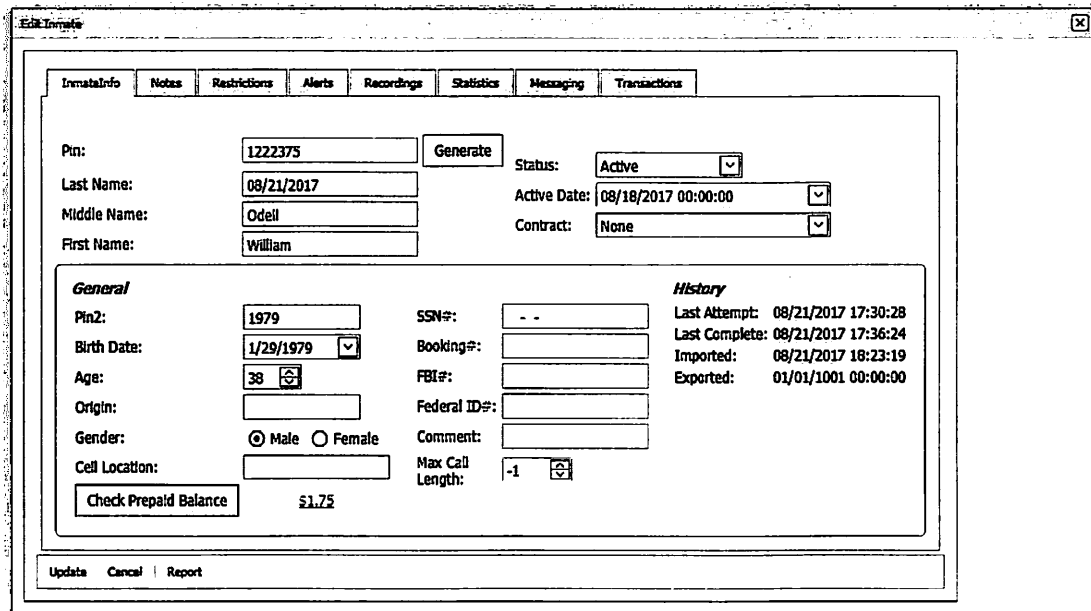
The proposed system features include automated on/off controls, based on pre-configured schedules and the needs of Escambia County. The platform allows authorized users to shut down individual telephones, blocks of telephones or the entire telephone system, and shut-down can be completed either immediately, or done once any current calls are completed.

- b) The proposed system should have a mechanism in place to allow for an individual inmate (with a specific PIN) to be restricted to a certain number of calls for a given period. It is preferred that after the predetermined timeframe the settings will revert back to the general settings.

**INCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

The proposed system is generally set at a default of allowing inmates to call from 8am until 11pm every day, but the system is capable of customizing the available calling hours by day, by individual inmate, by destination number, by specific inmate phone, by facility or system wide.

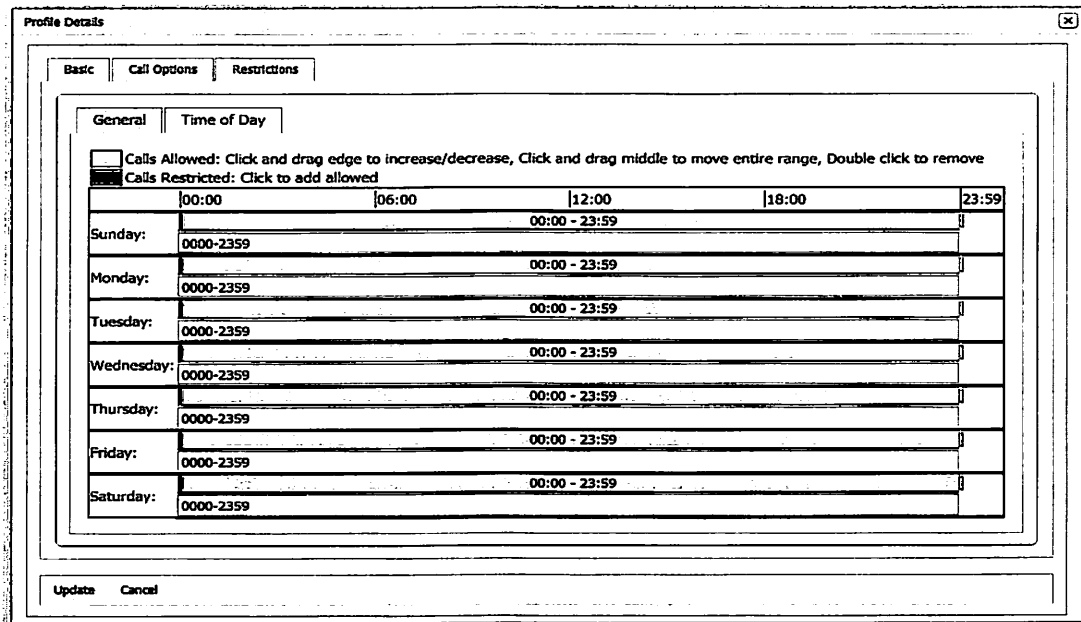
The Edit Inmate screen shown below allows authorized Escambia County administrators to enter an "Active Date" for an inmate restricting the use of their PIN until the date and time entered. When the period of restriction has passed the inmate's calling privileges will be automatically reinstated, without any needed input from County personnel.



The screenshot shows the 'Edit Inmate' interface with the following data:

Inmate Info		Notes	Restrictions	Alerts	Recordings	Statistics	Messaging	Transactions
Pin:	1222375	Generate	Status:	Active	Active Date:	08/18/2017 00:00:00	Contract:	None
Last Name:	08/21/2017	Middle Name:	Odell	First Name:	William			
<b>General</b>		<b>History</b>						
Pin2:	1979	SSN#:	--	Last Attempt:	08/21/2017 17:30:28			
Birth Date:	1/29/1979	Booking#:		Last Complete:	08/21/2017 17:36:24			
Age:	38	FBI#:		Imported:	08/21/2017 18:23:19			
Origin:		Federal ID#:		Exported:	01/01/1001 00:00:00			
Gender:	<input checked="" type="radio"/> Male <input type="radio"/> Female	Comment:						
Cell Location:		Max Call Length:	-1					
Check Prepaid Balance		\$1.75						
Update Cancel Report								

Additionally, “Time of Day” parameters can be set based on inmate PIN or by individual phone number, restricting calls to only those times specified. See example screenshot that follows:

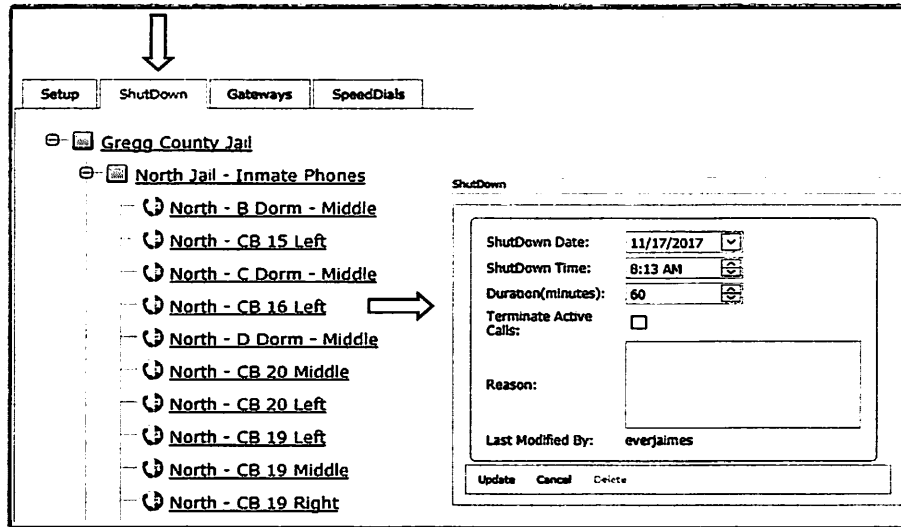


Also, although the default amount of “allowed” destination numbers is 9,999 (unlimited), this limit can be configured based on specific inmate PIN, specific phone in the facility, etc.

- c) The County personnel must be able to manually shut down the system in case of emergency.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

The proposed platform can be remotely switched on/off via the secured web interface using any computer with internet access or by manual switches located in any area designated (Demarcation location, central control center, selected housing units, selected telephone) by authorized Facility personnel. Only authorized facility personnel with proper access will be able to perform such shut-downs. Below is a screenshot of a shutdown via keystroke where a user can shut down a complete facility, groups of phones or individual phones. Calls can either be terminated immediately or after any current call is finished:



- d) The proposed system shall be password protected to permit only appropriate facility personnel access to the system.

**KNCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

County administrators are able to be provided with superior permission levels which allow them to manage the login/permissions provided to other authorized users, and permission levels can be granted based on the specific duties each user needs to fulfil. Additionally, and if required by Escambia County, the proposed system allows for limited/restricted access to be provided to authorized users from external agencies, such as neighboring counties, US Marshalls, ICE, etc., which allows such users to be granted access to the system for only a designated amount of time, or for just their particular classification of inmate (instead of the entire inmate population). This can greatly reduce the number for requests being fielded by Escambia County personnel, for this type of inmate data.

- e) The system shall have the capability to enable and disable any phone at the facility from any secured internet enabled computer.

**KNCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

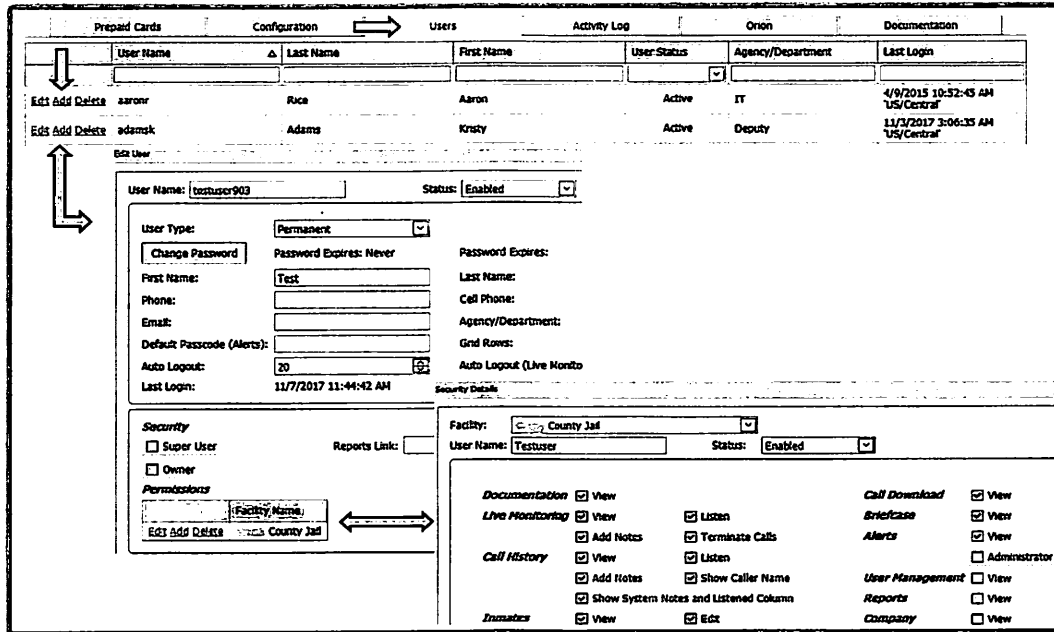
The proposed system allows authorized County/Facility personnel the ability to enable and disable individual telephones, blocks of telephones or the entire telephone system. This feature can be accessed via the secure website using any computer with internet access, at any time. Only authorized facility personnel with proper username and password will be allowed to access this feature within the system.

- f) The system should have the capability to build "user templates" which allow for different permission levels to be assigned to various users of the system.

**KNCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

Authorized personnel will have a secure user login (username and password), allowing them to access the system based on their security level remotely, via the Internet. Users can securely perform all functions of the system, including live monitoring, listening to recorded calls, blocking/unblocking numbers, terminating calls, PIN

administration, Call History searches, managerial reporting or any other function needed in real-time. All page views and modifications to the database are logged in detail, to provide an audit trail in our User Activity Log report. With these checks in place, any views or changes are logged with the specific user's login information, date/timestamp and their location (IP address) allowing the change to be tracked back to the user, for administrative tracking purposes. All information is stored in geographically separate backup locations to ensure 100% reliability. Please reference the User Set Up Screen below, as well as the variety of available user permission options:



**15. Reports**

- a) The system shall generate reports that state, at a minimum, the date and time each call is placed, the source of the call, the telephone number called, the date and time the call ends, duration of the call, and a voice recording of all parties involved in the conversation. The system shall have the capability to store calls in memory for a period of time sufficient to comply with any requirements of the Public Information Act. At a minimum, the County needs three (3) years of data including recorded calls.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

The proposed system comes equipped with a variety of standard or “canned” reports that are both investigative and managerial/financial in nature. Additionally, any custom reports can be provided at no cost to Escambia County. The standard Call Detail Records (CDR) report contains a full breakdown of all pertinent information for each attempted and completed call, including specifying the particular phone that was used to place the call.

- b) The facility shall have the capability to view and track call activity, commission information, and facility service requests from practically any location at any time via a web accessible site.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

All functions on the system are accessible via any Internet enabled computer, tablet or smart-phone allowing authorized users' access throughout the platform based on their level of password security. Our interface works on all available browsers: Chrome (preferred), Internet Explorer, Safari and Firefox. Unlike the other inmate telephone systems in the industry, NCIC's system allows for full visibility into all financial information associated with the particular agency/facility. At any time, Escambia County personnel can easily pull a convenient Excel file for any given traffic month, including all completed calls for that month, and referencing the Gross Revenue associated with those calls. An example of NCIC's standard monthly commission report is shown on Page 40.

- c) The Contractor shall supply call detail reports to the County. These reports shall contain a variety of call information and be customizable to suit the County's needs.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

The proposed ITS includes a large range of standard reports which are powerful from both an investigative and management standpoint. Call Detail Record (CDR) reports are provided as part of NCIC's standard monthly reporting and can also be pulled from the system directly by Escambia County personnel with the appropriate permission levels. In addition to the standard reports available, NCIC will, at no cost to Escambia County, customize or build any reports as needed by the County. All reports are available to be exported in a range of file formats so that they can be manipulated and worked with. Reports can either be pulled on an "as-needed" basis by Escambia County, or can be developed and pre-scheduled to automatically deliver to specified recipients at certain times, such as at the beginning of each month, covering the prior traffic month. Please see an example of NCIC's standard CDR report on the following page.

- d) Standard reports should include: Frequently dialed numbers, 3-way call attempts, and call volume by telephone.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

The above-referenced reports are available as standard and many other investigative and managerial reports are also available, at no cost to Escambia County.

- e) Contractor shall supply monthly revenue report.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

Escambia County will be provided with detailed, yet easy to understand, Revenue and Commission reports which break down all call activity by Call Type and Bill Type. Unlike the current inmate telephone system at Escambia County, the proposed ICE system also allows authorized users to easily access all revenue information directly from the system, and export such information into various file formats, including Excel.

- f) Contractor should attach samples of their call detail and other standard reports as part of their proposal submission.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC's proposed Inmate Call Engine can provide a range of useful reports based on inmate calling activities at an extremely granular level. Please find a few sample reports

on below and on the following page:

### Call Detail Report

**NCIC Complete Calls Detail - 08/01/2017 TO 08/31/2017**

Account(s): 998290  
Report Date: 09/26/17 11:47:16am

Date Range Selected: 08/01/2017 - 08/31/2017

Call Date/Time	Phone Location	Facility Name	Destination	Caller Name	Caller PIN	Destination City/State	Charges	Duration	Bill Type	Call Type	Net Payment
August 1 2017 10:35:31 AM	Seg 1-4 Roll Cart	XX County Jail	(303) 000-XXXX	Garner, Michael	74882	Longview, TX	\$1.50	3	Auto Collect/Prepaid Collect	IntraLATA	\$1.08
August 1 2017 11:10:53 AM	Dorm G	XX County Jail	(303) 000-XXXX	Harris, Dalphine	67992	Longview, TX	\$1.50	4	Auto Collect/Prepaid Collect	Interstate	\$1.08
August 1 2017 11:37:39 AM	Seg 1-4 Roll Cart	XX County Jail	(303) 000-XXXX	Eden, Calvin	31349	Longview, TX	\$2.00	4	Auto Collect/Prepaid Collect	IntraLATA	\$1.44
August 2 2017 9:01:27 PM	Dorm B	XX County Jail	(303) 000-XXXX	Chavis, Corey	107174	Longview, TX	\$4.75	15	Auto Collect/Prepaid Collect	Interstate	\$2.70
August 2 2017 6:10:43 PM	Dorm G	XX County Jail	(303) 000-XXXX	Haney, Jesse	105954	Longview, TX	\$8.50	9	Auto Collect/Prepaid Collect	Local	\$2.53
August 2 2017 6:43:26 PM	Dorm B	XX County Jail	(303) 000-XXXX	Silverforth, Ted	117928	Longview, TX	\$0.00	0	International Collect	International	\$2.00
August 2 2017 12:01:13 PM	Dorm F	XX County Jail	(303) 000-XXXX	Johnson, Ronald	87390	Longview, TX	\$1.00	2	Auto Collect/Prepaid Collect	IntraLATA	\$0.72
August 2 2017 12:18:55 PM	Dorm F	XX County Jail	(303) 000-XXXX	Johnson, Sherry	118221	Longview, TX	\$1.50	4	Auto Collect/Prepaid Collect	Local	\$1.08
August 2 2017 12:53:56 PM	Dorm C	XX County Jail	(303) 000-XXXX	Cassey, Bryan	113454	Longview, TX	\$4.00	8	Auto Collect/Prepaid Collect	IntraLATA	\$2.88
August 2 2017 4:33:53 PM	Dorm D	XX County Jail	(303) 000-XXXX	Campbell, Ray	100209	Longview, TX	\$7.50	15	Auto Collect/Prepaid Collect	IntraState	\$5.40
August 2 2017 5:13:05 PM	Dorm A	XX County Jail	(303) 000-XXXX	Rubio, John	320394	Longview, TX	\$4.00	8	Auto Collect/Prepaid Collect	IntraLATA	\$2.88
August 2 2017 7:37:55 PM	Dorm A	XX County Jail	(303) 000-XXXX	Carbajal, Amaris	76646	Longview, TX	\$0.25	1	Auto Collect/Prepaid Collect	Interstate	\$0.16
August 2 2017 8:05:04 PM	Dorm D	XX County Jail	(303) 000-XXXX	Speck, Billy	82788	Longview, TX	\$0.00	0	International Collect	International	\$2.00
August 3 2017 11:21:06 AM	Dorm A	XX County Jail	(303) 000-XXXX	Woolf, Kenneth	54006	Longview, TX	\$0.50	1	Auto Collect/Prepaid Collect	IntraLATA	\$0.36
August 3 2017 1:57:18 PM	Dorm F	XX County Jail	(303) 000-XXXX	Boaker, Coleen	120291	Longview, TX	\$7.50	15	Auto Collect/Prepaid Collect	IntraState	\$5.40
August 3 2017 4:02:39 PM	Dorm F	XX County Jail	(303) 000-XXXX	Garman, Jesse	118915	Longview, TX	\$2.00	4	Auto Collect	Local	\$1.44
August 3 2017 4:36:43 PM	Dorm G	XX County Jail	(303) 000-XXXX	Vancey, Justin	120804	Longview, TX	\$0.75	3	Auto Collect/Prepaid Collect	Interstate	\$0.54
August 3 2017 4:41:24 PM	Dorm F	XX County Jail	(303) 000-XXXX	Emory, Trey	118758	Longview, TX	\$1.00	2	Auto Collect/Prepaid Collect	Local	\$0.72
August 3 2017 4:49:10 PM	Dorm F	XX County Jail	(303) 000-XXXX	Coby, Gerald	120923	Longview, TX	\$0.50	1	Auto Collect/Prepaid Collect	IntraLATA	\$0.36
August 3 2017 4:52:54 PM	Dorm F	XX County Jail	(303) 000-XXXX	Lowery, Peter	118488	Longview, TX	\$2.00	4	Auto Collect	Local	\$1.44
August 3 2017 5:08:06 PM	Dorm F	XX County Jail	(303) 000-XXXX	Jordan, Noel	118329	Longview, TX	\$2.50	5	Auto Collect	Local	\$1.80

**SUMMARY: JURISDICTION / CALL TYPES**

JURISDICTION / TYPES	CALLS	GROSS	CALL LENGTH	NET PAYMENT	PERCENTAGE ON GROSS
Local	192	\$283.00	1437	\$202.32	71%
IntraLATA	413	\$534.00	1735	\$384.48	72%
Interstate	874	\$743.00	1535	\$334.56	45%

### Traffic Report

**NCIC Traffic - 08/01/2017 TO 08/31/2017**

Account(s): 998290  
Report Date: 09/26/17 11:11:19am

Date Range Selected: 08/01/2017 - 08/31/2017

ANI	Phone Location	Attempts	Complete	Domestic Min.	Inter. Min	Total Min.	Charges	Oper. Sec.	Orig. Sec
	Dorm A	1558	578	1430	360	1790	\$280.50	0	131240
	Dorm B	708	205	278	130	408	\$76.50	0	43311
	Dorm C	603	189	615	1	616	\$162.25	0	63552
	Dorm D	645	173	610	56	666	\$128.25	0	54582
	Dorm E	717	330	1428	81	1509	\$159.00	0	109832
	Dorm F	1133	389	1146	0	1146	\$405.00	0	93995
	Dorm G	710	361	909	0	909	\$367.25	0	70606
	Dorm H	239	127	830	0	830	\$22.00	0	57045
	Booking Collect	274	87	276	29	305	\$0.00	0	31383
	Seg 1-4 Roll Cart	348	127	508	90	598	\$47.75	0	47415
	Seg A & B Roll Cart	311	114	399	0	399	\$158.00	0	37782
	ROLLUP CART 3	0	0	0	0	0	\$0.00	0	0
<b>TOTALS:</b>		7246	2680	8429	747	9176	\$1,806.50	0	740743

<b>Total ANIs:</b>	17
<b>Active ANIs:</b>	11
<b>Active Rooms:</b>	0



## Commission Report

COMMISSION SUMMARY - 06/01/2017 TO 06/30/2017								
Account(s): ABC Detention Center								
Report Date: 07/01/17 03:36:59pm								
ANI	Location	Calls	Duration	Total Charges	Net Charges	Surcharges	Gross Commission	Net Payment
3613870055	ABC Detention Center	1,159	3,812	\$682.50	\$682.50	\$0.00	\$457.27	\$457.27
3613870056	ABC Detention Center	1,177	3,524	\$569.72	\$569.72	\$0.00	\$381.71	\$381.71
3613870057	ABC Detention Center	1,888	5,496	\$868.14	\$868.14	\$0.00	\$581.65	\$581.65
3613870058	ABC Detention Center	1,728	5,544	\$931.77	\$931.77	\$0.00	\$642.29	\$642.29
3613870059	ABC Detention Center	918	3,698	\$650.10	\$650.10	\$0.00	\$435.57	\$435.57
3613870060	ABC Detention Center	599	2,215	\$383.04	\$383.04	\$0.00	\$256.64	\$256.64
3613870061	ABC Detention Center	1,169	4,859	\$945.88	\$945.88	\$0.00	\$675.40	\$675.40
3613870062	ABC Detention Center	574	2,320	\$427.20	\$427.20	\$0.00	\$310.22	\$310.22
3613870063	ABC Detention Center	853	3,504	\$625.87	\$625.87	\$0.00	\$468.83	\$468.83
3613870064	ABC Detention Center	798	2,770	\$467.79	\$467.79	\$0.00	\$328.42	\$328.42
3613870065	ABC Detention Center	563	1,903	\$324.02	\$324.02	\$0.00	\$247.09	\$247.09
3613870066	ABC Detention Center	694	2,655	\$452.66	\$452.66	\$0.00	\$330.28	\$330.28
3613870067	ABC Detention Center	173	625	\$114.96	\$114.96	\$0.00	\$77.02	\$77.02
3613870068	ABC Detention Center	747	3,642	\$729.18	\$729.18	\$0.00	\$493.05	\$493.05
3613870069	ABC Detention Center	616	2,266	\$433.88	\$433.88	\$0.00	\$317.70	\$317.70
3613870088	ABC Detention Center	792	2,982	\$518.64	\$518.64	\$0.00	\$347.49	\$347.49
3613870089	ABC Detention Center	606	2,449	\$463.12	\$463.12	\$0.00	\$310.29	\$310.29
3613870090	ABC Detention Center	781	2,410	\$408.27	\$408.27	\$0.00	\$275.04	\$275.04
<b>TOTALS:</b>		<b>65,053</b>	<b>237,421</b>	<b>\$42,341.09</b>	<b>\$42,341.09</b>	<b>\$0.00</b>	<b>\$30,057.49</b>	<b>\$30,057.49</b>

SUMMARY:						
Jurisdiction	Calls	Duration	Gross Charges	Surcharges	Gross Commission	Net Payment
Local	7,734	35,473	\$6,836.13	\$0.00	\$4,580.21	\$4,580.21
IntraLATA	6,095	27,661	\$5,467.38	\$0.00	\$3,663.14	\$3,663.14
IntraState	23,297	110,523	\$21,570.78	\$0.00	\$14,432.42	\$14,432.42
InterState	6,407	33,923	\$6,432.30	\$0.00	\$4,309.64	\$4,309.64
Canada	4	39	\$9.50	\$0.00	\$6.37	\$6.37
Commissary	19,673	27,800	\$0.00	\$0.00	\$0.00	\$0.00
International	717	2,002	\$2,025.00	\$0.00	\$1,356.75	\$1,356.75
Intl Collect	1,126	0	\$0.00	\$0.00	\$1,689.00	\$1,689.00
<b>TOTALS:</b>	<b>65,053</b>	<b>237,421</b>	<b>\$42,341.09</b>	<b>\$0.00</b>	<b>\$30,057.53</b>	<b>\$30,057.53</b>

### 16. Service and Maintenance

- a) The Contractor shall offer complete hardware and software on-site contract maintenance through itself or a County approved vendor.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

The proposed Inmate Telephone System (ITS) includes a truly web-based platform, accessible from a variety of browsers (Chrome preferred), with a secure login (Username and Password).

At no time will Escambia County be responsible for any costs or expenses associated with the initial installation or ongoing maintenance/service of the proposed Inmate Communications System. All hardware and equipment proposed is robust, tamper-proof and suitable for a correctional environment. NCIC's team of dedicated interface specialists will work closely with the appropriate Escambia County personnel to ensure that all systems are seamlessly interfaced with the software applications (JMS, Commissary, etc.) that are currently utilized. As previously stated, NCIC has successfully interfaced with Kimbles Commissary (current provider for Escambia County) at various other facilities, for integrated, cardless inmate debit. Additionally, NCIC has successfully integrated with SmartJAIL (current JMS used at Escambia County) at various other facilities.

Escambia County will not be responsible for providing any equipment or

infrastructure associated with the proposed Inmate Communication System, all equipment, software and service will be provided and maintained by NCIC. If feasible, and approved by Escambia administration, NCIC may elect to utilize any existing facility infrastructure (e.g. cabling, wiring, conduit, etc.), however; NCIC will be prepared to replace or install all new required equipment and infrastructure. Upon award, NCIC personnel will conduct a thorough walk-through of the facility and in collaboration with the appropriate County personnel, assess all required installation activities.

NCIC will provide periodic software updates and enhancements to all of the proposed Inmate Communications modules. All updates and enhancements are completed at no cost to Escambia County, and NCIC's support team will provide advance notice to the appropriate County/Facility personnel prior to updates being completed. As a cloud-based solution, most updates result in zero downtime of the Inmate Communications modules, however; should there be any anticipated system downtime, NCIC will coordinate with Escambia County and ensure that such updates are executed outside of the standard usage hours of the system. All updates shall be accompanied by a detailed report describing the nature and purpose of the update, new features and functionality, etc.

- b) The Contractor shall provide engineering and technical support to the County to help resolve any operational or service problems that may occur. The Contractor should provide a twenty-four-hour telephone number for emergency technical support.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

NCIC's Bi-Lingual Facility Support Department is available 24/7/365 and can be contacted by telephone at 903-757-4455 or toll-free 888-686-3699, or through email (for trouble-ticketing) at [support@ncic.com](mailto:support@ncic.com). Callers can easily access a live agent within a few seconds, by following the easy prompts. NCIC directly provides the technical services including customer service and also facility support – at no time will these functions be outsourced to a third-party company, they are all managed from our company headquarters in Longview, TX (in addition to local facility support for Escambia County).

- c) Acknowledgement of receipt of a repair request from the County must be made within two (2) hours. Contractor shall dispatch for repair within twenty- four hours for minor outages and within eight (8) hours for major outages. A minor outage is defined as the inability to originate calls from less than 25% of the stations serviced. A major outage is defined as the inability to originate calls from 25% or more of the stations served.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

All repair requests submitted by Escambia County will be immediately acknowledged and responded to promptly. Please reference NCIC's standard Service Priority Matrix on the following page.



- e) It is solely the Contractor's responsibility to provide installation and maintenance which includes all wiring at the facilities.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

NCIC is absorbing all costs associated with providing the Inmate Telephone System and related services for Escambia County. NCIC routinely covers all cost associated with providing infrastructure, hardware, software and support services; at no time will Escambia County be responsible for any costs associated with the ITS and related services.

- f) Contractor shall assign a contact person which will be responsible for ongoing account management and support. This person should be noted in the Contractor's proposal.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

NCIC is proposing to provide a dedicated account representative for Escambia County who will exist as the primary point of contact for County / Facility staff, for handling all kinds of enquiries and requests. Additionally, Escambia County will have 24/7/365 access to NCIC's facility support team. The dedicated account representative for Escambia County is Cheryl Henderson who resides 2 hours from Escambia County Road Prison.

- g) System upgrades, including software and hardware upgrades should be provided free of charge to the County for the life of the contract.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

NCIC provides the Facility with all upgrades to the proposed Inmate Communications System free of charge for the life of the contract and any contract renewals/extensions. This ensures the Facility has the latest and most advanced system available. NCIC releases new updates periodically, with updates, improvements and enhances occurring on a quarterly basis, at a minimum. These updates contain new features, improvements, system enhancements and hardware updates. Since the proposed system runs on centrally located servers, there are no updates that need to be installed at the Facility, thus allowing for seamless product upgrades.

#### 17. Installation and Cut-Over

- a) The Contractor shall provide inmate telephone sets, hardware, software and installation of said equipment should be completed within 30 days of award.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

NCIC has a vast amount of experience in providing inmate communications services in a large range of facilities, of all sizes. NCIC has successfully implemented all of the types of technologies described in this RFP, maintaining superior customer support and account retention levels. NCIC has developed our approach to inmate communications based on the needs of customers, always ensuring that the systems provided are operating at the optimal levels and maximizing uptake of the communications services. Upon award, NCIC will promptly submit to the County / Facility an updated Implementation Plan for review and approval, prior to commencing any installation work.

Please see descriptions and information regarding NCIC's proposed inmate telephone hardware and equipment on the following pages.

### EQUIPMENT SPECIFICATIONS / INMATE TELEPHONE DESCRIPTION

The NCIC phone offers volume control and has a rubber seal to prevent moisture from entering through the back of the phone. The phone offers an industry trend-setting 1000 lbs. pull strength on the handset cord.

NCIC has developed their own phone to include buttons that are 100% larger than standard inmate phones, allowing visually-impaired inmates to see the numbers and letters on the keypads. Further, the phones are easier to use in low-light conditions, as the numbers and letters are over 100% larger than traditional phone keypads.

The NCIC phone employs a heavy-duty armored handset that is hearing-aid compatible, and has an anti-static receiver. The phone's housing is made of durable 14-gauge stainless steel which is ideal for a correctional environment – there are no exterior removable parts.

#### **G-TEL Enterprises JP3500**

Constructed of durable 14-gauge stainless steel

Large, stainless steel ADA keypad

Adjustable volume button

Large customizable instruction card area

Tamper resistant locking system

Built in mounting plate designed for fast, easy installation

Mounting plate includes gasket which prevents moisture from entering phone

Oversized line-wire entrance hole w/ moisture preventing gasket

Handset cord retaining bracket is designed for fast, easy handset changes

Stainless grommet provides added security for handset cord

Adjustable handset cord lengths

Armored cord is made to Bell Core standards and withstands minimum 1000 lb. pulling test

Magnetic hook switch/handset

Optional noise-canceling microphone available



STANDARD HANDSET CORD LENGTH IS 24", OPTIONAL CORD LENGTHS ARE 18", 32", AND 52"

## EQUIPMENT SPECIFICATIONS / ADTRAN & UPS DESCRIPTION

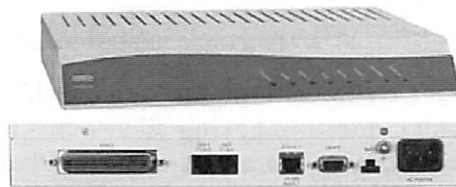
### **AdTran and UPS Description**

AdTran Total Access 904/908/924 routers will be installed and connect the inmate phones to the VoIP network and the centralized switching environment. These routers are backed up by a 2-hour UPS manufactured by APC. All equipment meets applicable FCC licensing and certification regulations. The registration numbers for the two types of AdTran routers that may be placed on-site are provided below.

AdTran Total Access 924 - HDCDENAN4213616L1

AdTran Total Access 904/908 - HDCDENAN4213680L1

Manufacturer: AdTran  
 Model Number: Total Access 924  
 1.7"H x 17" W x 8.5"D  
 Nominal Input Voltage 90-120 VAC  
 Input Frequency 60Hz  
 Standard EIA 310-D rack-mount system



### **AdTran Environmental Specifications:**

Min Operating Temperature 32 °F  
 Max Operating Temperature 122 °F  
 Humidity Range Operating 0 - 95%

Each AdTran unit is connected to a dedicated 66 block generally located on a plywood board next to the 66 block where the phone lines terminate. The 66 block measures 10"x3"x4." Each AdTran VoIP router can connect up to 24 telephones, and contains self-diagnostics software, providing remote configuration, diagnostic and reboot capabilities.

An Uninterruptible Power Supply (UPS) unit protects the AdTran.

### **UPS Specifications:**

Manufacturer: APC  
 Model: model BH500NET  
 14.64"H x 8.85"W x 4.13"D  
 Nominal Input Voltage 120VAC36  
 Input Frequency 47-63Hz  
 Active network diagnostics  
 Minimum power time: 30 minutes



### **UPS Environmental Specifications:**

Operating Environment 32 - 104 °F  
 Operating Relative Humidity 5 - 95%

- b) Installation shall be performed by the Contractor, at no cost to the County. The Contractor shall arrange and be responsible for all systems necessary to interface the inmate telephone system with all necessary telephone carriers and operating systems as necessary.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

**NCIC is proposing an entirely “no cost” solution and agreement for Escambia County. At no time will the County or Facility be responsible for any costs related to, or any coordination of, the initial installation and ongoing maintenance of the proposed Inmate Communications System.**

- c) A Contractor shall present a complete and detailed schedule of the time- frame required for installation, utility coordination, training, cut-over and testing. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of the facility.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

**NCIC is well positioned to move swiftly into the installation phase of the Agreement and will commit to having all systems installed within the required timeframe. Please reference NCIC’s draft Installation Plan on the following pages.**

- d) If the schedule cannot be met within the 30 days stated above, Contractor must propose an installation schedule of events. Failure to state installation time in the proposal response shall obligate the Contractor to complete the installation in the timeframe referenced above. Extended installation will however be considered, when it is in the best interest of the County.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

**NCIC commits to having the proposed system installed, configured, tested and operational within the required 30-day period.**

- e) The risk of loss and or damage shall be assumed by the Contractor during shipment, unloading and installation.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

*(THIS SECTION INTENTIONALLY LEFT BLANK)*

## INSTALLATION PLAN

NCIC will furnish, install and maintain the telephones for use by the inmates. Onsite installation will be professional and concise. All equipment will be installed and maintained to the highest standards. NCIC will provide all services to the inmates utilizing the Inmate Calling Engine platform, in accordance with the requirements and provisions set forth in the RFP at no cost to Escambia County.

The Installation Plan provides a description and timeline of Phase I – Planning, Phase II – Installation and Phase III – Final Testing. The plan is designed to ensure little to no down-time and provide a seamless transition.

**Phase I** involves planning. We will conduct a site survey to identify the precise locations and required counts of inmate phones. During this phase, we will also confirm requirements and order the equipment. The ideal inmate-to-phone ratio will be determined to ensure that all phones are used in optimal fashion, and inmates are not required to wait excessively to use the phones. We will provide a detailed implementation plan for review and sign off by Escambia County.

Following customer sign-off of the implementation plan, **Phase II**, Installation, begins. During Phase II, account setup and configuration is completed, which is also where setup and configuration of the inmate station occurs to test the required features and functionality. To ensure little or no down time, our Technicians start the installation with the placement and testing of the VoIP Gateways. With the placement of the Gateways, the units are tested from the phone room before rolling the system out to the general inmate population at the facility. This approach ensures that the system is working correctly, avoiding down time once inmate phones are changed. Hardware is prepared for the installation including creation of a site diagram for the inmate phones as well as assembling of the devices as needed.

Once the existing equipment and lines are identified, any required upgrades to wiring will be assessed. If necessary, the upgrade will be incorporated into our timeline. The lines currently operating each inmate phone in the facility are transferred to the new inmate platform. After coordination with the current provider, the removal of existing inmate telephones and replacement and installation of new inmate telephones begins.

Lastly, **Phase III**, Testing, is achieved with the use of state-of-the-art equipment, our switch operator has the ability to remotely test our system before the installation technicians leave the facility. Remote testing ensures all phones and equipment are operating according to specifications. Phone labeling and testing is conducted prior to switching the phones. Once phones are installed, our technicians will test each phone to verify all digits on the keypad are recognized by the switch, confirmation of speech path clarity and that the system plays the proper system recordings. If there is a problem (examples: no dial-tone, no key-tones, etc.); then it is resolved on each phone during the installation. We ensure there will be no service interruption or “down time” of inmate phones during the inmate phone provider change-over.

On-site post-installation training is provided at no cost. Administrators, along with any personnel who will have access to the equipment and the website, are thoroughly instructed on how to use our system before our technicians leave the premises. Our technicians provide a hands-on demonstration to all County personnel who will be using the system, to ensure they are properly acquainted and familiar



with the new system. Training can be provided over multiple days and shifts to ensure all staff have a chance to attend. This ensures smaller class size and the ability to work within administration’s schedule. Ongoing web-based training is available to train new staff members as needed. Additional training can be provided at any time – providing NCIC with a week’s notice for coordination purposes is preferred.

The criteria for Customer acceptance is established during the planning stage of the project as a joint effort between our Project Manager and Escambia County personnel. A timeline of activities is defined, and an acceptance form highlighting key milestones is drafted to ensure that all activities have been completed to the County’s level of satisfaction.

NCIC has provided a draft implementation plan which follows a “phased” approach incorporating quality assurance measures to ensure a seamless transition, minimizing the risk of disruption of phone service, and ensuring completion of the project by the desired completion date.

The project plan will be modified per agreed upon contract terms and will follow the project plan and template. NCIC's draft implementation includes the following phases:

Phase	Description
<b>Pre-Implementation</b>	During the Pre-Implementation "phase," we: <ul style="list-style-type: none"> <li>• Meet with customer to confirm project scope, project schedule and acceptance criteria;</li> <li>• Order equipment including but not limited to circuits, system hardware, system software, phones, and TTY/VRS devices;</li> <li>• Assign project team members and define roles and responsibilities;</li> <li>• Identify team members requiring onsite access – complete background forms and obtain facility access; and</li> <li>• Conduct site survey at each location identifying existing equipment locations, confirming installation requirements including number of devices, infrastructure requirements, demarcation points, equipment room(s), cut-off switches. (Each facility location where equipment will be installed will be a task on the project plan.)</li> </ul>
<b>Phase I – repeated for each correctional facility</b>	Installation begins in Phase I, which includes the following activities: <ul style="list-style-type: none"> <li>• Account setup and configuration completed including setup and configuration of the inmate stations to test for required features and functionality;</li> <li>• 'Pre-wire' the new platform laterally to the existing platform so that the systems run concurrently, which provides a flawless cutover. The new platform running in parallel with the existing platform;               <ul style="list-style-type: none"> <li>○ Reduces risks and major problems from occurring post-cutover;</li> <li>○ Leads to a seamless post-cutover testing; and</li> <li>○ Provides a mitigation step to ensure target completion date is met</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• Inspect and test all devices – the devices, (physical hardware to include phones) are tested from the phone room before rolling the system out to the general inmate population at each facility;             <ul style="list-style-type: none"> <li>○ This approach ensures that the system is working correctly, avoiding downtime once the inmate phones are changed over to the new platform.</li> </ul> </li> <li>• All connectivity to the Local Exchange carrier / bandwidth provider is verified before any changes are made to what is currently being used;             <ul style="list-style-type: none"> <li>○ With the use of state-of-the-art equipment, our NOC has the ability to remotely test our product before the installation technicians convert over to the new platform.</li> <li>○ Remote testing ensures all phones and equipment are operating to specifications.</li> </ul> </li> <li>• Phone labeling and testing is conducted prior to switching of the physical phones;</li> <li>• All devices are installed in the housing units and the old devices are boxed and returned to the warehouse</li> </ul>
<p><b>Phase II – repeated for each correctional facility</b></p>	<p>Phase II is the Cut-over phase, which includes:</p> <ul style="list-style-type: none"> <li>• Flash cutover of the systems, which is coordinated with facility personnel to ensure minimal downtime;</li> <li>• Testing of each device – once the new phones have been converted to the new system, the installation technicians will walk all locations and test each device to ensure all equipment is working at optimal levels;             <ul style="list-style-type: none"> <li>○ If any issues are identified (e.g., no dial tone, no key tone) they are resolved during this phase.</li> </ul> </li> <li>• Testing of branding, call rates, and other required features (e.g., blocked call files);</li> <li>• Training;</li> <li>• Removal of and storage of equipment.</li> </ul>
<p><b>Phase III – repeated for each correctional facility</b></p>	<p>Customer Acceptance is Phase III, which includes:</p> <ul style="list-style-type: none"> <li>• Joint facility walk-thru with facility and installation staff;</li> <li>• System acceptance testing;</li> <li>• Project documentation for that location is completed and provided to the facility;</li> <li>• Project plan updated &amp; closed out for the facility.</li> </ul>
<p><b>Project closeout</b></p>	<p>During this phase, the following activities will occur:</p> <ul style="list-style-type: none"> <li>• Post-implementation report;</li> <li>• Closeout meeting;</li> <li>• Final project documentation is completed; project plan is updated and closed out.</li> </ul>

PROJECT PHASE		PROJECT TIMELINE		
Task	Description	Week	# of Days	Responsibility
<b>Phase I - Planning</b>				
Site visit and survey	Conduct physical survey on site to identify locations of inmate phones.	1	1	Account Implementation Team
Features and Functionality	Confirm system features and functionality requirements	1	1	Account Implementation Team
Interface requirements	Identify and document requirements for data conversion and software interface for platform	1	1	Account Implementation Team
Equipment ordering and Delivery	Place orders and coordinate delivery of equipment: IP network connectivity with the LEC New Inmate telephones All required equipment needed for hardware installation	1	1	Account Implementation Team
Final implementation Plan	Develop detailed implementation plan with schedules and assigned responsibility	1	0.5	Project Manager
Customer sign-off	Obtain customer concurrence and sign-off on timelines for Implementation plan	1	0.5	Project Manager
<b>Phase II - Installation</b>				
Account setup and Configuration	Setup up customer user accounts, test accounts, block / unblock database, set up and configure inmate station features and restrictions	2	1	NCIC
Test inside wire	Test and tone inside plant cable to ensure connectivity to each inmate phone unit	2	1	Field Service Operations Team
Installation of conduit and cable	Install conduit and cable for connectivity	2	2	Field Service Operations Team
Install network Equipment	Install all network equipment for the call control platform; test all ports to ensure working prompts	2	1	Field Service Operations Team
Hardware preparation	Assembling inmate phones in preparation for installation	2	1	Field Service Operations Team
	Create a cable map/diagram for inmate phones	2	1	Field Service Operations Team
Training	Conduct system training for key personnel for inmate phone system	3	1	NCIC; Customer
<b>Phase III - System Cutover</b>				
Circuit installation	Test and turn up of circuit	2	1	Field Service Operations Team
Final testing	Test inmate call connectivity once circuit is installed and tested	2	1	Field Service Operations Team
System Turn-up	Confirm system is operational - once tested ok and customer sign-off, proceed with swap of existing hardware (inmate phones)	2	1	Field Service Operations Team; NCIC; Customer
Equipment swap out	Swap out all existing inmate phones with new equipment	2	2	Field Service Operations Team
	Test all hardware as installed. Document.	2	1	Field Service Operations Team
<b>Phase IV - Quality Assurance</b>				
Customer Acceptance	Final system acceptance procedures with customer and sign off	2	0.5	Field Service Operations Team

**18. Call Monitoring and Recording**

- a) The proposed system shall maintain three (3) years of call recording online.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

NCIC has two switching and data storage sites to provide the industry’s most reliable network, sites are located in Longview, Texas and Dallas, Texas. All call recordings and system data are backed up in real-time and available through any internet-enabled device. Recordings are available for the duration of the agreement, and longer as required by Escambia County.

- b) Facility personnel must be able to search call recordings by dialed number, date, time, and inmate account.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

At all times, Escambia County will have access to all CDRs for completed and incomplete calls, and recordings for all completed calls, except for those flagged as verified attorney calls. Call recordings are able to be searched and filtered at an extremely granular level through the Call History area of the user interface of the proposed ITS. CDRs can be searched based on a large variety of criteria including inmate PIN, name, destination phone number (or partial number), date/time, inmate telephone/group of telephones, and many other items. Users also have the option of using the existing “Quick Date” options (e.g. This Month, This Week, etc.). Please reference the Call History screenshot shown on Page 13.

- c) Facility personnel must be able to simultaneously listen to and record conversations.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

All calls can be monitored simultaneously and covertly by multiple users, without affecting the ability of the system to record calls, or the quality of the call audio for the call participants (inmate and called party). Live Monitoring on the platform allows for all calls to be monitored and call activity to be viewed in real-time. The live monitoring feature allows the authorized user to sort monitoring/call history by a large variety of search criteria.

Our web-based HTML5 player allows users to move back and forth within the call, as well as increase/decrease the playback speed, allowing users to significantly reduce work-time in listening to call recordings. All the information can be sorted real-time and calls can be easily terminated with a single click of the mouse, if required. Please refer to a sample screen shot of the Live Monitoring screen, below:

Unlisted	Time	Phone Location	Caller Name	Caller PIN	Booking#	Federal ID#	FBI#	Destination	DestCityState	Call Status	Alert	Notes	Terminate
<input type="checkbox"/>	04:35	North - CB 2 Front	Ernest, Michael	26008	12-000921543			Longview, TX	Longview, TX	Connected	<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>	04:53	South - Day Room	Green, Brandon	105837	12-000920238			Longview, TX	Longview, TX	Connected	<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>	03:19	North - CB 4 Rear	Jones, Brent G.	64228	12-000920260			Longview, TX	Longview, TX	Connected	<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>	01:13	South - Day Room	Johnson, Justin	120246	12-000919110			Longview, TX	Longview, TX	Connected	<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>	00:51	North - CB 15 Left	Chapman, Thomas	120249	12-000919114			ST Albans, VT	ST Albans, VT	Connected	<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>	00:12	North - CB 1 Right	Crossen, Leonard	29918	12-000920232					Selecting Call Type	<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>	00:00	North - CB 3 Right								Erasing PIN	<input type="checkbox"/>		<input type="checkbox"/>

- d) Recordings must be backed up for archiving and Contractor must describe the system utilized to do so as part of their proposal.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

The proposed system uses multiple, geographically separate storage sites, as well as the Cloud for tertiary backup, to provide the utmost redundancy and security in call recording and call detail storage. The system utilizes Amazon's S3 (Simple Storage Solution) storage services where call recordings are stored in a minimum of 3 separate locations and encrypted in AWS' proprietary encryption code. All call records and system data are backed up in real-time and available through any Internet enabled device. All call recordings and call detail records are immediately copied to Amazon Cloud for maximum off-site redundancy.

#### 19. Training

- a) Contractor shall provide on-site training to the County staff (12 individuals) for system administration, operation and reporting.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

- b) The training shall be scheduled at the convenience of the County in order to minimize the impact on shift personnel and scheduling.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

- c) All applicable manuals shall be provided. Any and all manuals shall be provided in advance of the installation, in order to provide personnel with the opportunity to become familiar with the system.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

- d) The training program shall be described as part of the Contractor's proposal.

~~NCIC~~ RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC provides comprehensive, free, on-site training to all of its customers and will provide free recurring training as needed and/or requested by the Facility. Facility Administrators, along with any County staff who will have access to the equipment and the website are thoroughly instructed on how to use our platform. Staff will receive hands-on training to ensure they are properly acquainted with the new system. Training can be provided over multiple days and shifts to ensure all staff have a chance to participate. All staff will be provided with a detailed syllabus, as well as a leave-behind training manual. In addition, the platform also offers online Documentation section where users can search for features to obtain instructions, and reference convenient, concise "how to" video tutorials covering a variety of system features and functionality.

NCIC will provide on-site training based on staffs' areas of expertise, including, but not limited to:

- Addition and configuration of Authorized Users;
- System administration, operation, and reporting; and
- Investigative/intelligence features for investigative staff.

Initial on-site training is provided during the implementation and is included as part of the overall project plan. NCIC will work with the County to identify who is to be trained along with the type of training the staff is to receive (e.g., Administrator, Operation, Reporting, Investigative).

A hands-on demonstration and training is provided to all necessary individuals to ensure they are properly acquainted and familiar with the new system. Training will be provided over multiple days and shifts to ensure:

- All staff can attend;
- Trainings are provided for the staff's area of focus (e.g., administration, investigation);
- Smaller class sizes; and
- To accommodate the staffs' schedules.

In addition to providing the required initial training for all County personnel, NCIC will provide ongoing training on an as-needed basis, at no cost to the County. If necessary, NCIC will send representatives to the facility to conduct the training, or as an alternative, training can be conducted via phone/WebEx. On-demand, ongoing training will be available via WebEx. WebEx training can be done same day in the case of emergency, although we prefer at least 2 days advance notice.

All training, both initial and ongoing, will be provided at no cost.

## 20. Payment Options

- a) The proposed system shall provide a debit account for inmates' families and other approved parties.

 **NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

Inmate's friends and family can make payments to the inmate's debit account via commissary, NCIC's deposit kiosk, website or phone (IVR or live operator) with deposits being credited to specific inmate's account on a real-time basis. Prepaid collect balances can also be added via web, live operator and kiosks.

- b) The Contractor shall have a system in place that will allow inmate families and friends to set-up alternate billing methods directly with the Contractor. The County would like to see all available payment methods presented as part of the Contractor's response.

 **NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

An additional key feature of the proposed platform is that the called party can immediately connect to a live bi-lingual customer service representative while the inmate is on hold waiting to be connected (or after their first complimentary call, if allowed). This allows for the establishment of a pre-paid account belonging to the friend/family member, which inmates can then use for calling. Pre-paid accounts can be managed and funded by friends and family members at any time via phone (live representative or IVR), website, or lobby kiosk.

An important distinction of NCIC's pre-paid account platform is that friends and family members can add up to ten (10) different destination phone numbers to their

account, with only a single account setup/funding fee being applicable to cover up to ten numbers. Every other inmate telephone provider in the industry requires a separate pre-paid account for each unique phone number, with a fee being applicable to each account / number. This is a prime example of how NCIC aims to minimize ancillary fee activity (because fees are not typically commissionable to the County/Facility, by industry standards), but rather, seeks to maximize actual calling activity, which is commissionable.

Between the recommended cardless inmate debit program and user-friendly pre-paid accounts available for Friends and Family, NCIC will ensure maximum call completion and revenue generation for Escambia County. Because of NCIC's unique approach to low calling rates and fees, NCIC routinely sees considerable increases in call completion, revenue and commission, when displacing other providers.

## 21. Equipment

- a) All equipment shall be of the highest professional quality and reliability. All material from this contract shall be new and shall be the best of their respective types, free of corrosion, scratches or other defects. The offering shall only include items which are currently in design and production. Prototype or subset design shall not be considered. The system being proposed shall have been in production and continuous service in similar customer settings for a period of not less than one year. Prototype hardware or systems with less than a one-year proven track record of satisfactory correctional performance shall be not acceptable under this provision. Design and construction shall be consistent with good engineering practice and shall be performed in a neat, professional and craftsman-like manner.

~~NCIC~~ **RESPONSE**: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC offers new, professional grade and dependable inmate communications products, equipment and hardware equipment with a full lifetime warranty covering the full duration of the proposed Agreement, including any extensions/renewals. At no time will Escambia County be responsible for any costs associated with the installation or ongoing maintenance of the equipment and hardware being proposed. All equipment and hardware being proposed is fully tested with a proven track record of performance of at least several years' operation.

- b) The proposed inmate telephone system shall be a turnkey, non-coin telephone system and service.

~~NCIC~~ **RESPONSE**: READ, UNDERSTOOD, AND WILL COMPLY.

The proposed system is a fully integrated, turnkey, non-coin inmate communications platform and service solution which includes all technologies and network requirements requested in Escambia County's RFP.

- c) All Contractor equipment shall comply with FCC regulations.

~~NCIC~~ **RESPONSE**: READ, UNDERSTOOD, AND WILL COMPLY.

All equipment meets or exceeds applicable FCC licensing, rules and certification regulations. FCC FRN# and other certification-related documents are available upon request. NCIC proudly operates with calling rate and fee structures which meet or exceed the requirements of the FCC and various State regulatory bodies.

During recent inmate calling regulatory proceedings, NCIC was the only inmate telephone provider that vocally argued in favor of not only low, per-minute calling rates, but also for the right of local correctional agencies to receive a reasonable return (in the form of commissions) from their inmate telephone contract. Most of the other large inmate telephone providers were arguing *against* low, per-minute rate caps, as well as *against* the right of correctional agencies to earn commissions. NCIC was able to demonstrate that through the application of low, per-minute rates and minimal fees, that all parties can be accommodated (provider, County, and constituents).

- d) The proposed equipment and system shall be scalable to meet the potential needs if the headcount of the Escambia County Road Prison is increased at some point during the contract term.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

Our scalable platform can easily be upgraded to accommodate increased call traffic and recordings by simply adding equipment. Any equipment additions will be provided at no cost to Escambia County for the duration of the Agreement, including any extensions or renewals.

#### **Infrastructure/ Cabling/ Technology Specifications:**

1. The vendor will work with the BCC IT department to install all servers and networking equipment needed for the implementation.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

NCIC agrees and will comply by coordinating with the Facility/County prior to the installation of all servers and networking equipment as needed for the implementation of the proposed platform.

2. The vendor will provide any needed network cabling, and coordinate the installation with the BCC IT department.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

NCIC agrees and will comply by coordinating the installation of all network cabling and related infrastructure which will be provided at no cost to the County.

#### **Preferred/Optional Services:**

1. In addition to the "required services" listed, the Escambia County Road Prison has an interest in any options that reduce the level of time required of operational staff. These options may include software/hardware tools, security features and/or procedural changes that automate and simplify various staff-intensive processes.

**NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY.

NCIC is well positioned to provide a range of inmate communications technologies and related services that are not referenced within this RFP. All applications/services are available at no cost to Escambia County. Full details regarding NCIC's range of additional available technologies can be found beginning on Page 23 of this response.

2. Escambia County Road Prison is interested in modernizing the way in which an offender accesses and utilizes various services provided within the facility. In order to accomplish this



goal, Escambia County would be interested in obtaining information/cost proposals related to additional technology driven services provided by the Contractor.

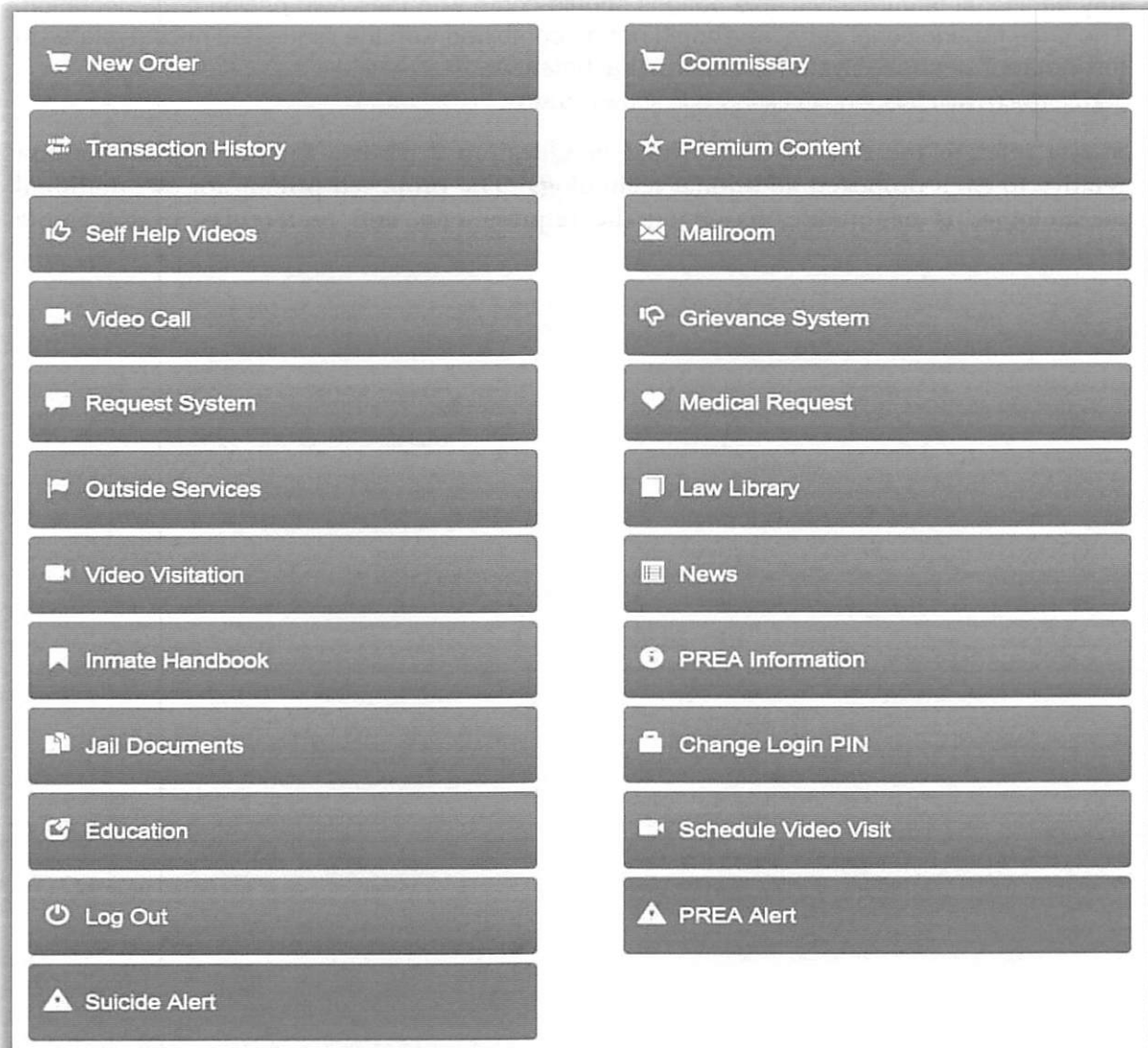
~~NCIC~~ RESPONSE : READ, UNDERSTOOD, AND WILL COMPLY.

NCIC Inmate Communications is able to provide, at no cost to Escambia County, a multi-functional, fully integrated Video Visitation System (VVS) / Inmate Kiosk Solution. NCIC's inmate kiosks are robust, correctional-grade, with no exterior removable parts, and they are manufactured here in the United States. Beyond on-site and off-site (remote) video visitation, the proposed inmate kiosks are able to provide a range of critical inmate applications and services, as shown below.

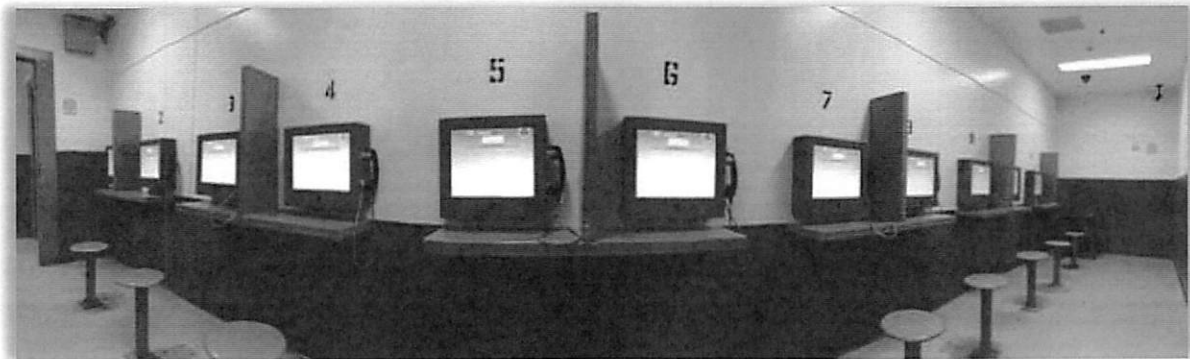
NCIC's proposed inmate kiosk solution offers a variety of inmate applications and services that are "free," as well as a number of modules that come at a certain fee/cost. While pricing for revenue-generating inmate services is negotiable based on the requirements and preferences of Escambia County, below is a guide for typical pricing of inmate applications available through kiosks:

Inmate Service/Application	Price/Charge
Inmate Messaging (Text/Email):	\$0.50/Message
Remote (off-site) Video Visitation:	\$0.38/Minute
Premium Content:	Negotiable

Should Escambia County elect to utilize any revenue-generating inmate applications/services offered via NCIC's proposed kiosk solution, NCIC will offer a revenue-share at a rate of 20% of Gross Revenue generated by all charged inmate services.



**Example of recent Video Visitation/Inmate Kiosk Installation**



3. Any additional features/available options should come with their own pricing documentation. The price for additional services should not be combined with the requested pricing related to the Inmate Telephone System Solution (Attachment A).

~~NCIC~~ RESPONSE : READ, UNDERSTOOD, AND WILL COMPLY.

**Please refer to the responses provided in Question 2, above, for pricing information relative to each proposed additional technology. The proposed pricing for all additional technologies is negotiable, based on the requirements and preferences of Escambia County.**

## FEES AND COMMISSION RATE

### Inmate Telephone System, Escambia County Road Prison PD 17-18.066 Attachment A

#### a. COMMISSIONS

Call Type	Connections Charge/1 <sup>st</sup> Minute Charge (A)	Per Minute Rate (B)	Commission Rate (C)
<b>PrePaid Collect</b>			
Local	\$0.00	\$0.21	60% (or MMG)
IntraLATA Intrastate	\$0.00	\$0.21	60% (or MMG)
InterLATA Intrastate	\$0.00	\$0.21	60% (or MMG)
IntraLATA Interstate	\$0.00	\$0.21	60% (or MMG)
InterLATA Interstate	\$0.00	\$0.21	60% (or MMG)
<b>Debit (Inmate Paid)*</b>			
Local	\$0.00	\$0.21	60% (or MMG)
IntraLATA Intrastate	\$0.00	\$0.21	60% (or MMG)
InterLATA Intrastate	\$0.00	\$0.21	60% (or MMG)
IntraLATA Interstate	\$0.00	\$0.21	60% (or MMG)
InterLATA Interstate	\$0.00	\$0.21	60% (or MMG)
<b>Traditional Collect**</b>			
Local	\$0.00	\$0.21	60% (or MMG)
IntraLATA Intrastate	\$0.00	\$0.21	60% (or MMG)
InterLATA Intrastate	\$0.00	\$0.21	60% (or MMG)
IntraLATA Interstate	\$0.00	\$0.21	60% (or MMG)
InterLATA Interstate	\$0.00	\$0.21	60% (or MMG)

**Notes:**

- ✓ All International calls are charged at a per-minute rate of \$0.50 (no surcharge/connection fee).
- ✓ Inmate voicemails (if allowed) are charged at a rate of \$0.50/Minute (\$1.50 for a three-minute voicemail).

NCIC is proposing to significantly LOWER calling rates for Escambia County while INCREASING the monthly commission paid to the County. NCIC is proposing a low, truly PER-MINUTE calling rate of \$0.21 for all Call Types and Bill Types. NCIC does not utilize surcharges, connection fees or inflated “First Minute” rates.

In addition to the proposed commission percentage of 60% based on TRUE Gross Call Revenue INCLUDING INTERSTATE CALLS, NCIC is offering to pay a Minimum Monthly Guarantee (“MMG”) of \$35.00 per Inmate. On a monthly basis, the greater of these two amounts (60% or \$35.00 per Inmate) will be the applicable compensation paid to Escambia County. (For reference, the average monthly Commission per Inmate paid by the current inmate telephone provider is \$20.60, based on the 11 months of commission reports provided as part of the RFP Q&A’s).

On the following page, we have summarized both the existing scenario at Escambia County, as well as NCIC’s proposed scenario for the County:

Topic	Existing Scenario (Current Provider)	Proposed Scenario (NCIC Inmate Communications)
Calling Rates	<ul style="list-style-type: none"> <li>Inflated "First Minute" rate of \$2.73 followed by an "Additional Minute" rate of \$0.12, equals a total cost of \$4.41 for a 15-Minute Local call.</li> <li>Inflated "First Minutes" are essentially "surcharges" or "connection fees," which the FCC and various State PSCs oppose.</li> </ul>	<ul style="list-style-type: none"> <li>Truly Per Minute call rate of \$0.21 for all Call Types and Bill Types (\$0.50 for International calls). Charges for a 15-minute call (Local &amp; Long Distance) will never exceed \$3.15.</li> <li>No surcharges, connection fees or inflated "First Minute" rates, which maximize usage, call completion, gross revenue, and commission paid. Additionally, NCIC does not offer abusive "Single Payment" products at inflated rates, which only serve to erode commissionable calling activity.</li> </ul>
Gross Revenue	<ul style="list-style-type: none"> <li>Commission on all Interstate call traffic is not being paid to Escambia County; the current provider is retaining 100% of it.</li> </ul>	<ul style="list-style-type: none"> <li>NCIC pays commission on TRUE Gross Call Revenue, INCLUDING INTERSTATE.</li> </ul>
Interstate Calls	<ul style="list-style-type: none"> <li>The current provider has interpreted recent FCC proceedings such that commission should not be paid on Interstate call traffic, and have misleadingly educated their customers to that effect.</li> <li>By implementing an inflated "First Minute" calling rate of \$2.73 on Local calls, the current provider is artificially pushing a high portion of call traffic to the Interstate classification, because local customers (friends and family of inmates) are getting out-of-state Google numbers to take advantage of the low, FCC-mandated Interstate call rates of \$0.21 &amp; \$0.25. This has resulted in the current provider reporting that 44.49% of overall calling is Interstate calling, and Escambia County is not being commissioned on that 44.49% of traffic.</li> </ul>	<ul style="list-style-type: none"> <li>NCIC pays commission on TRUE Gross Call Revenue, INCLUDING INTERSTATE.</li> <li>As part of NCIC's overall compensation offer, NCIC is proposing to provide Escambia County with an up-front technology grant equal to the amount of unpaid Interstate commission over the recent 11-month period provided, at the incumbent provider's supposed commission rate of 51%. (<math>\\$67,484.76 * 51\% = \\$34,417.23</math>).</li> <li>The FCC never stated that commission should not be paid on interstate call traffic, in fact, they explicitly stated the opposite. Interstate traffic is part of overall Gross Call Revenue, and commission should be paid on it.</li> </ul>
Compensation to Escambia County	<ul style="list-style-type: none"> <li>Escambia County is supposedly receiving a commission rate of 51% from the current inmate telephone provider.</li> <li>Escambia County is <i>actually</i> receiving an <i>effective</i> commission rate of <b>31.94%</b> from the current inmate telephone provider, based on the commission statements provided as part of the RFP Q&amp;A's. NCIC Inmate Communications would be glad to show the County how this was calculated.</li> <li>Escambia County is receiving an effective monthly Commission per Inmate of <b>\$20.60</b>.</li> <li>Escambia County is receiving an average overall monthly commission payment of <b>\$4,820.13</b>.</li> </ul>	<ul style="list-style-type: none"> <li>NCIC is proposing a commission based on TRUE Gross Call Revenue, INCLUDING INTERSTATE CALLS.</li> <li>NCIC's proposed commission rate is 60% of TRUE Gross Call Revenue.</li> <li>NCIC's proposed commission rate is backed by a Minimum Monthly Guarantee ("MMG") of \$35.00 per Inmate. On a monthly basis, the greater of these two amounts (60% or \$35.00 per Inmate) will be the applicable compensation paid to Escambia County.</li> <li>NCIC's proposed MMG will result in a MINIMUM monthly commission amount of <b>\$8,190.00</b>.</li> <li>NCIC is proposing pre-paid commission equal to 6 months of the anticipated MMG (234 inmates * \$35.00 = \$8,190.00 * 6 months = <b>\$49,140.00</b>).</li> <li>NCIC is proposing to provide Escambia County with an up-front technology grant equal to the amount of unpaid Interstate commission over the recent 11-month period provided, at Securus' supposed commission rate of 51%. (<math>\\$67,484.76 * 51\% = \\$34,417.23</math>).</li> <li>Total up-front benefit being proposed to Escambia County is <b>\$83,557.23</b>, payable within 10-days of system installation.</li> </ul>

**b. Additional Options/Enhancements**

Any additional options and/or enhancements related to the **Specifications Section - Preferred/Optional Services** must clearly be labeled as such with the individual costs for each listed.

NCIC has provided detailed cost information for each additional option/technology proposed, within the Specifications Section – Preferred/Optional Services. Please reference beginning on Page 55 for complete details. All proposed additional options/enhancements are being offered at zero cost to Escambia County.

\*The facility is not currently offering this option to the inmate population but would like to receive pricing in the event they choose to move forward with this during the life of the agreement.

\*\*We are aware that most providers are transitioning away from offering traditional collect calling as an option. If this is the case for the vendor, please notate this section of the bid form as “not offered.”

## RESUME – CHERYL HENDERSON

**CHERYL HENDERSON**

Cell (612)803-4468 ✉ [cheryl.henderson@ncic.com](mailto:cheryl.henderson@ncic.com)

### PERFORMANCE SUMMARY

**Dynamic Organizational Sales Leader** with a distinguished career and outstanding record of achievement through solid management decision making and performance. Consistent in the delivery of growth through operational and sales excellence as showcased below. Effective and detailed, with the ability to create and execute strategic, high-value solutions in both stable and unstable environments. Proficient in the execution of critical initiatives while managing and accelerating cost-conscious business growth. Tenacious at developing new revenue opportunities, securing customer loyalty, and forging long term relationships with external and internal business partners that fortify, drive, and sustain results.

#### ACHIEVEMENTS CATEGORIES REPRESENTED BELOW

- Leadership
- Business Development
- Organizational Restructure
- Strategic Business Development
- Special Program Management
- Operational Excellence
- Business Analytics
- Sales Generation
- Vendor Management
- Sales Strategy
- Bid Process Development
- Risk Mitigation

#### ACHIEVEMENT CATEGORIES DETAILED

**NCIC INMATE PHONE SERVICE, LONGVIEW, TX (2007 – PRESENT) – SALES MANAGER-SE-FL/SC/VA:** RESPONSIBLE FOR devising capture strategies for new opportunities and customers. Develop and communicate effectively with internal and external team members. Gleaned new and potential clients as the face and voice of the organization at National, State and Local conferences, which led to a more aggressive and successful corporate strategy to increase sales and potential client opportunities. Captured Federal contract with the Bureau of Indian Affairs. Territory lead for all client installation, training for all product demonstrations to new/potential clients as well as upgrades for current clients.

**STELLAR SERVICES, STOUGHTON, WI (2013-2016) – CORPORATE SALES MANAGER:** Increased sales/revenue 25% every year for 3 years running; exceeded new business development goals by 30% in first year, 35% in second year, and on target to exceed current year goal by 35%. The three-year new business increase led to a total of 6,600 beds while sustaining 100% of existing contracts. Through the practical application of the Salesforce® Customer Relationship Management (CRM) tool, streamlined all aspects of business development including: Sales Generation and Management; Service after the sale; Marketing the brand and services and making the most of each customer interaction; Built deeper client relationships by creating a Community where clients, partners and internal supply-chain operations get deals done faster and more efficiently. Leveraged Analytics to streamline the bid/no bid decision process to qualify realistic potential targets. Personally developed an after-installation client survey to identify and trouble shoot installation processes enhancing client confidence. Represents the organization at all National, State, and local conferences.

**LANDMARK REALTY & DEVELOPMENT, ST. PAUL, MN (2001 – 2012) – BROKER/OWNER:** Represented 3 General Contractors/Builders in new home construction neighborhoods. Developed a Business Plan to achieve business license and funding for business start-up. Average sales exceeded \$15,000,000 annually. Developed and implemented sales & marketing strategies along with marketing budgets and overhead cost forecasts. Supervised and managed a staff of 19 personnel. Developed all staff by implementing an aggressive training program for the entire sales team and internal support staff including Licensed Realtors, budget and administrative staff. Designed and developed all marketing strategies and materials used to market new home sales; designed sales offices; assisted General Contractors and developer team with new build floor plans; coordinated subcontractor agreements; managed programs to ensure on-time delivery of all new homes sales. Developed all brand materials for advertising and coordinated all external support requirements to meet the demands of each customer and all sales closings. Attended builder trade shows to enhance market share and increase market presence.



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**Cheryl Henderson • Page 2**

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**EDUCATION**

MULBERRY SENIOR HIGH SCHOOL, MULBERRY FLORIDA  
POLK VOCATIONAL TECHNICAL COLLEGE (BUSINESS), LAKELAND FLORIDA  
HILLSBOROUGH COMMUNITY COLLEGE (BUSINESS), PLANT CITY FLORIDA  
PROSOURCE EDUCATION (REAL ESTATE/REAL ESTATE BROKER), ST. PAUL MINNESOTA  
PROSOURCE EDUCATION (CONTINUING EDUCATION CLASSES), ST. PAUL MINNESOTA

**SPECIALIZED TRAINING / CERTIFICATION**

*Brian Tracy: High Performance Selling*  
*Zig Ziglar: Sell by Design, Not by Chance*  
*Tony Robbins: Mastering Influence*

**HONORS & AWARDS**

**RECOGNIZED BY THE NAR**  
**TOP SALES AWARD FOR DOLLAR VOLUME & CUSTOMER SATISFACTION**  
**DIVISIONAL TOP SALES AWARD FOR DOLLAR VOLUME & CUSTOMER SATISFACTION**

**PROFESSIONAL AFFILIATIONS**

*Member:*  
*AJA/American Jail Association*  
*ACA/American Correctional Association*  
*NSA/National Sheriff's Association*  
*NAR/National Association of Realtors*  
*NAPW/National Association of Professional Women*

## NCIC'S CERTIFICATE OF INSURANCE



### CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 12/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> GANS & SMITH INSURANCE AGENCY INC P.O. Box 2869  Longview TX 75606	<b>CONTACT NAME:</b> Stacey Steelman, ACSR <b>PHONE (A/C, No, Ext):</b> (903)757-4601 <b>FAX (A/C, No):</b> (903)753-0782 <b>E-MAIL ADDRESS:</b> ssteelman@gans-smith.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A: Valley Forge Ins Co (CNA)    NAIC # 20508C	
INSURER B: Continental Insurance Company    35289C	
INSURER C: Continental Casualty Co (CNA)    20443C	
INSURER D: _____	
INSURER E: _____	
INSURER F: _____	

<b>INSURED</b> NETWORK COMMUNICATIONS INTERNATIONAL CORP 607 E WHALEY ST  LONGVIEW TX 75601-6526	
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**COVERAGES**                      **CERTIFICATE NUMBER:** CL17122905069                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6016376074	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
B	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	6016376057	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	6016376060	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 AGGREGATE \$ 2,000,000					
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	6016376088	01/01/2018	01/01/2019	PER STATUTE    OTHER
	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
A	Network Security Technology E&O		6016376074	01/01/2018	01/01/2019	Liability Limit: \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability & automobile policies includes a blanket automatic additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, automobile & workers compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. 30day NOC endorsement is added to the general liability & automobile policies in favor of the certificate holder. Primary & Non-Contributory wording is also provided under the General Liability.

<b>CERTIFICATE HOLDER</b>  For Information Purposes Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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## NCIC'S FLORIDA CERTIFICATION



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<b>No Events    No Name History</b>	
<b>Detail by Entity Name</b> Foreign Profit Corporation NETWORK COMMUNICATIONS INTERNATIONAL CORP.	
<b><u>Filing Information</u></b>	
<b>Document Number</b>	F98000003780
<b>FEI/EIN Number</b>	75-2667424
<b>Date Filed</b>	07/01/1998
<b>State</b>	TX
<b>Status</b>	ACTIVE
<b><u>Principal Address</u></b> 607 EAST Whaley STREET LONGVIEW, TX 75601  Changed: 04/19/2017	
<b><u>Mailing Address</u></b> 607 EAST Whaley STREET LONGVIEW, TX 75601  Changed: 04/19/2017	
<b><u>Registered Agent Name &amp; Address</u></b> NRAI SERVICES, INC 1200 South Pine Island Road Plantation, FL 33324  Address Changed: 02/11/2011	
<b><u>Officer/Director Detail</u></b>	
<b>Name &amp; Address</b>	
Title PD  POPE, WILLIAM L 607 EAST Whaley STREET LONGVIEW, TX 75601	
Title VSTD  WALTERS, JAY 607 EAST Whaley STREET LONGVIEW, TX 75601	
<b><u>Annual Reports</u></b>	
<b>Report Year</b>	<b>Filed Date</b>
2016	04/20/2016
2017	04/19/2017
2018	03/06/2018

## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Applications for  
certificates to provide  
interexchange telecommunications  
service by:

Campuslink Communications Systems, Inc. d/b/a Parklink Communications, Inc.	DOCKET NO. 981084-TI
Comtex Corporation	DOCKET NO. 981093-TI
Long Distance America, Inc.	DOCKET NO. 981118-TI
Network Communications International Corp.	DOCKET NO. 981254-TI
	ORDER NO. PSC-98-1497-FOF-TI
	ISSUED: November 13, 1998

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The following Commissioners participated in the disposition  
of this matter:

JULIA L. JOHNSON, Chairman  
J. TERRY DEASON  
SUSAN F. CLARK  
JOE GARCIA  
E. LEON JACOBS, JR.

NOTICE OF PROPOSED AGENCY ACTION  
ORDER GRANTING CERTIFICATES TO PROVIDE  
INTEREXCHANGE TELECOMMUNICATIONS SERVICE

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

The entities listed below have applied for certificates to provide Interexchange Telecommunications (IXC) service. Upon review of their applications, it appears that these entities have sufficient technical, financial, and managerial capability to provide such service, as required under Section 364.337(3), Florida Statutes. Accordingly, we hereby grant each of these entities the

ORDER NO. PSC-98-1497-FOF-TI  
DOCKETS NOS. 981084-TI, 981093-TI, 981118-TI, 981254-TI  
PAGE 2

certificates depicted below, which shall authorize them individually to provide interexchange telecommunications services.

<u>ENTITY'S NAME</u>	<u>CERTIFICATE NO.</u>
Campuslink Communications Systems, Inc. d/b/a Parklink Communications, Inc.	5750
Comtex Corporation	5744
Long Distance America, Inc.	5759
Network Communications International Corp.	5753

If this Order becomes final and effective, it will serve as each entity's certificate. It should, therefore, be retained by these entities as proof of certification.

IXCs are subject to Chapter 25-24, Florida Administrative Code, Part X, Rules Governing Telephone Service Provided by Interexchange Telephone Companies. IXCs are also required to comply with all applicable provisions of Chapter 364, Florida Statutes, and Chapter 25-4, Florida Administrative Code. Further, in accordance with Order No. 16804, issued November 4, 1986, IXCs may not construct facilities to bypass a local exchange company without the prior approval of this Commission.

Based on the foregoing,

ORDERED by the Florida Public Service Commission that we hereby grant, to the entities listed herein, certificates to provide interexchange telecommunications service, subject to the terms and conditions stated in the body of this Order. It is further

ORDERED that this Order will serve as each entity's certificate and should, therefore, be retained by these entities as proof of certification. It is further

ORDERED that any protest to the action proposed herein shall specify the entity or entities to which it applies. It is further

ORDERED that, if a protest is filed as to the certification of any particular entity or entities, that protest shall not prevent the action proposed herein from becoming final with regard to the remaining entities listed in this Order. It is further

ORDER NO. PSC-98-1497-FOF-TI  
DOCKETS NOS. 981084-TI, 981093-TI, 981118-TI, 981254-TI  
PAGE 3

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that in the event this Order becomes final, these Dockets shall be closed.

By ORDER of the Florida Public Service Commission, this 13th day of November, 1998.

/s/ Blanca S. Bayó  
BLANCA S. BAYÓ, Director  
Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

( S E A L )

KMP

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

ORDER NO. PSC-98-1497-FOF-TI  
DOCKETS NOS. 981084-TI, 981093-TI, 981118-TI, 981254-TI  
PAGE 4

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on December 4, 1998.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party substantially affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for certificate to provide pay telephone service by Network Communications International Corp. d/b/a NCIC Inmate Communications.

DOCKET NO. 20170159-TC  
ORDER NO. PSC-2017-0362-PAA-TC  
ISSUED: September 26, 2017

The following Commissioners participated in the disposition of this matter:

JULIE I. BROWN, Chairman  
ART GRAHAM  
RONALD A. BRISÉ  
DONALD J. POLMANN

NOTICE OF PROPOSED AGENCY ACTION  
ORDER GRANTING PAY TELEPHONE CERTIFICATE

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code (F.A.C.).

Network Communications International Corp. d/b/a NCIC Inmate Communications (NCIC) has applied for a certificate to provide Pay Telephone (PATS) services pursuant to Section 364.3375, Florida Statutes. Upon review of its application, it appears to be in the public interest to grant to NCIC Certificate No. 8911.

If this Order becomes final and effective, it shall serve as NCIC's certificate. NCIC should, therefore, retain this Order as proof of certification. We are vested with jurisdiction over this matter pursuant to Section 364.3375, Florida Statutes.

PATS providers are subject to Chapter 25-24, Florida Administrative Code, Part XI, Rules Governing Pay Telephone Service Provided by Other Than Local Exchange Telephone Companies. PATS providers are also required to comply with all applicable provisions of Chapter 364, Florida Statutes, and Chapter 25-4, Florida Administrative Code.

In addition, under Section 364.336, Florida Statutes, certificate holders must pay a minimum annual Regulatory Assessment Fee (RAF) if the certificate was active during any portion of the calendar year. A RAFs Return notice will be mailed each December to NCIC for payment by January 30th. Neither the cancellation of the certificate nor the failure to receive a RAFs Return notice shall relieve NCIC from its obligation to pay RAFs.



ORDER NO. PSC-2017-0362-PAA-TC  
DOCKET NO. 20170159-TC  
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Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that we hereby grant Certificate No. 8911 to Network Communications International Corp. d/b/a NCIC Inmate Communications (NCIC), which shall authorize it to provide Pay Telephone services, subject to the terms and conditions specified in the body of this Order. It is further

ORDERED that this Order shall serve as NCIC's certificate and should be retained by NCIC as proof of certification. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 26th day of September, 2017.

/s/ Carlotta S. Stauffer

CARLOTTA S. STAUFFER

Commission Clerk

Florida Public Service Commission

2540 Shumard Oak Boulevard

Tallahassee, Florida 32399

(850) 413-6770

[www.floridapsc.com](http://www.floridapsc.com)

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

RJT

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on October 17, 2017.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

**AMENDED ATTACHMENT A  
CALLING RATES, FEES AND COMMISSIONS**

<b>ITS Calling Rates</b>			
<b>Call Type</b>	<b>Collect</b>	<b>Pre-Paid Collect</b>	<b>Debit/Debit Cards</b>
	<b>Per Minute Rate</b>	<b>Per Minute Rate</b>	<b>Per Minute Rate</b>
Local	\$0.20	\$0.20	\$0.20
Intralata/Intrastate	\$0.20	\$0.20	\$0.20
Interlata/Intrastate	\$0.20	\$0.20	\$0.20
Interlata/Interstate	\$0.20	\$0.20	\$0.20
International	\$0.50	\$0.50	\$0.50
Inmate Voicemail	\$1.50 (three minutes duration)		
<b>Commission Amount:</b>		60% of Gross Call Revenues	
<b>Minimum Monthly Guarantee:</b>		\$35.00 per Inmate, per Month	
<b>Technology Grant (One-Time):</b>		(Eliminated and reduced rates to \$.20)	
<b>Pre-Paid Commission (6 Months):</b>		\$49,140.00	

<b>ITS Allowed Fees</b>	
<b>Approved Charge/Fee Name</b>	<b>Amount</b>
Pre-Paid Funding Fee (Web / IVR):	\$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.):	Pass Through - No Markup
Applicable Required Taxes:	Vary (Pass-Through/No Markup)
All Other Fees:	Not Allowed

