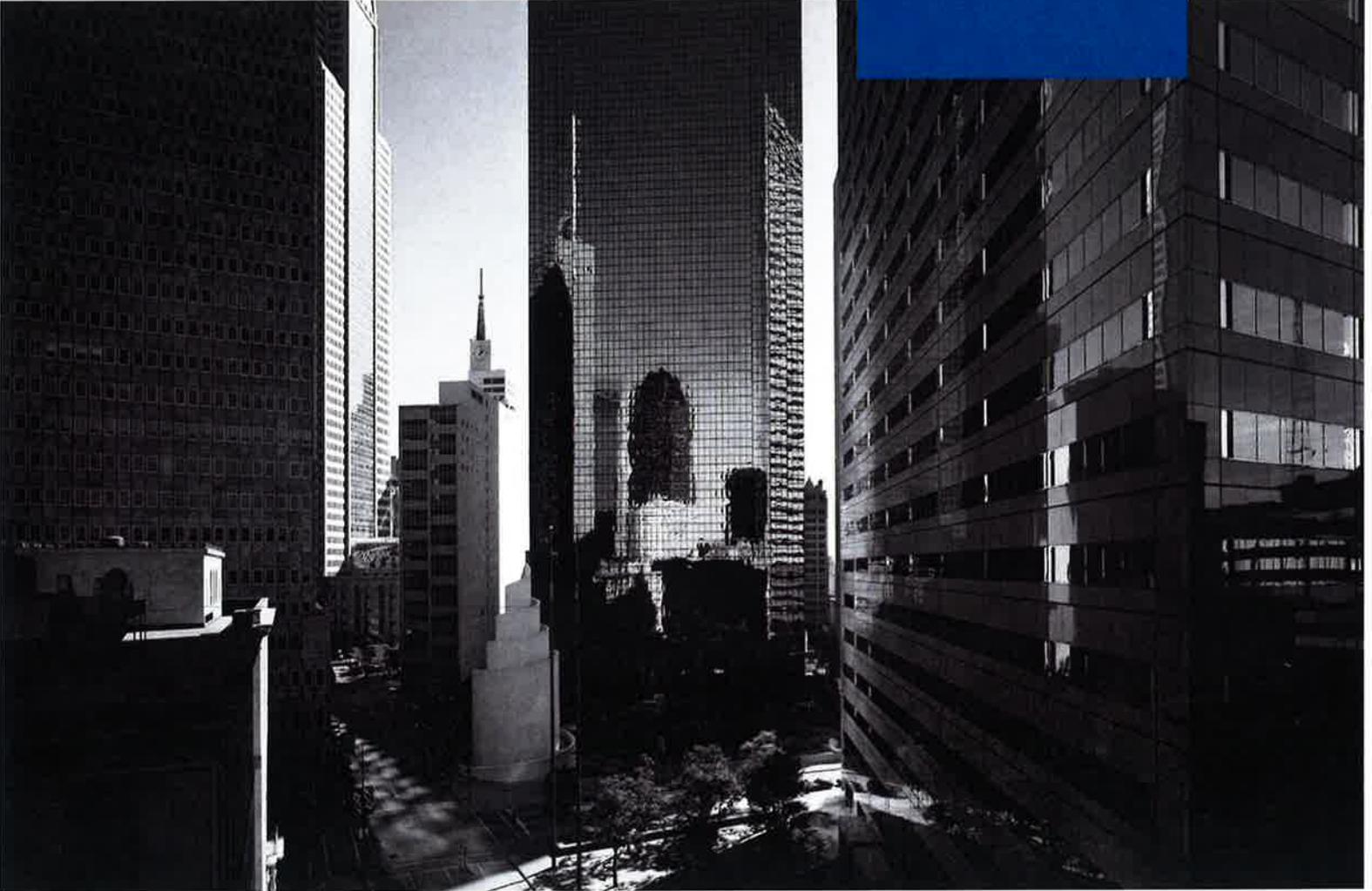


# **Attachment 4**



**SECURUS**  
Technologies

**Negotiation Invitation:**  
**Revenue Share Proposal - Best and Final Offer**

**SOLICITATION #: 46700-GDC0000669**  
**INMATE TELEPHONE SERVICE**



We exist to  
**SERVE** and  
**CONNECT**  
to make our  
world safe.

A Best and Final Offer (BAFO)  
Prepared for:  
Georgia Department of Corrections  
Solicitation Number 46700-  
GDC0000669  
March 1, 2016 at 5:00 PM ET

Presented to:  
Jan Pytelewski

Official Issuing Officer  
Georgia Department of Corrections  
200 Piedmont Avenue, S.E.  
Suite 1308, West Tower  
Atlanta, GA 30334

Presented by:  
**Keith R. Eismann**  
National Sales Manager - DOC  
Securus Technologies, Inc.  
14651 Dallas Parkway, Suite 600  
Dallas, TX 75254  
210-385-2350

# COVER LETTER

March 1, 2016 (Original by E-Mail)

Janet Pytelewski  
Official Issuing Officer  
Georgia Department of Administrative Services  
200 Piedmont Avenue  
Suite 1308, West Tower  
Atlanta, GA 30334

**RE: Solicitation # 46700-GDC0000669 - Inmate Telephone Service - Best and Final Offer**

Dear Ms. Pytelewski,

Thank you for allowing Securus the opportunity to provide the attached response to your Best and Final Offer request for the above referenced solicitation for inmate telephone services.

It has been a pleasure working with you and your organization throughout this important procurement. As you make your final decision, I want to again assure you that if selected as your next inmate telephone service provider, Securus will use all our resources and experience to ensure that the program is successful for the State of Georgia, the Georgia Department of Corrections, the inmates and the family and friends of the inmates. We understand and agree final contract is subject to negotiation depending on the outcome of the FCC order.

We look forward to hearing from you regarding your final decision. If there is any additional information that you may require, please contact Keith Eismann at 210-385-2350 or keismann@securustechnologies.com.

Sincerely,



Robert E. Pickens, President  
Securus Technologies, Inc.  
14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
972-277-0300  
bpickens@securustechnologies.com

# REVENUE SHARE PROPOSAL - BAFO



**Negotiation Invitation: Best and Final Offer**

**Solicitation #: 46700-GDC0000669**

**Solicitation Title: Inmate Telephone Service**

**Supplier Name: Securus Technologies**

<b>Best and Final Offer No.: 01</b>	<b>Supplier's Authorized Contact: Keith Eismann</b> <b>Email: keismann@securustechnologies.com</b>
<b>Date of Request: February 24, 2016</b>	<b>Offeror's Response Due By (Date): 5:00 pm ET on Tuesday, March 1, 2016</b> Email Response to Issuing Officer (Name): Jan Pytelewski at email address: janet.pytelewski@doas.ga.gov
<b>Submission Instructions:</b> 1. A written response, as specified below, must be submitted in response to this Best and Final Offer. 2. Best and Final Offers must be submitted by e-mail and followed by a signed hard-copy confirmation via fax, email, mail or delivery, to: Issuing Officer: Jan Pytelewski Entity Name: Georgia Department of Corrections (GDC)	

GDC (Georgia Department of Corrections) is providing Contractors the opportunity to submit a Best and Final Offer (BAFO) based on the criteria listed below and specific requirements pursuant to the Federal Communications Commission's (FCC) WC Docket 12-375 Second Report and Order and Third Further Notice of Proposed Rulemaking (FCC Order) which was voted on by the FCC on October 22, 2015, released on November 5, 2015, and published to the Federal Register on December 18, 2015 with an anticipated implementation date of March 17, 2016. The specified requirements in this BAFO shall be incorporated by GDC in the subsequent Contract. Responses to this BAFO shall be evaluated/scored in accordance with Section 6 - Proposal Evaluation, Negotiations and Award of Attachment A of the eRFP.

Contractor's response to this BAFO shall be based upon all Services identified in the eRFP, Addendum No. 1, and Request for Clarification No. 1, as well as the requirements identified below which may differ from the original requirements set forth in the eRFP. The calling rates and fees specified in the Revenue Share Proposal below are consistent with the requirements of the FCC Order. Contractor must submit its BAFO using the format included herein.

## REVENUE SHARE PROPOSAL

**Revenue Share Percentage:** Contractor shall propose a single Revenue Share percentage (%) which shall be applied to all local, intralata/intrastate, interlata/intrastate, intralata/interstate, interlata/interstate and international Gross Revenues (as defined in Section 19 – Revenue Share of the Scope of Services of the eRFP) based on the calling rates and fees below.

**MMG:** Contractor shall include a Minimum Monthly Guarantee (MMG) Payment. The first MMG Payment shall be made payable to GDC within 60 days of the execution date of the Contract in conjunction with the phase one timeline of the implementation plan, and all future MMG payments shall be due on the 20th day of each month under the Contract and any renewal terms. Should Contractor complete Facility installations prior to the due date of the first MMG payment, Contractor shall pay GDC Revenue Share on Gross Revenue (as defined) at the proposed Revenue Share percentage for any revenues generated by and through the ITS during such time and follow the payment requirements in Section 22 - Payment and Reporting of the Scope of Services of the eRFP. For all MMG payments, should the Revenue Share due calculated on the Gross Revenue (as defined) exceed the MMG payment received, Contractor shall begin paying GDC Revenue Share on Gross Revenue (as defined) at the proposed Revenue Share percentage. Contractor shall follow the payment requirements in Section 22 – Payment and Reporting of the Scope of Services of the eRFP. If the sum of Revenue Share calculated on the Gross Revenue (as defined) is less than the MMG, GDC shall not be responsible for refunding any portion of the MMG to Contractor.

**Financial Incentive:** Contractor shall include a Financial Incentive in the form of a monetary value due GDC upon execution of the Contract. (i.e. Signing Bonus, Technology Grant, etc.)

**Calling Rates:** Contractor must comply with the calling rates specified below.

Call Type	Collect and Direct Billed*	Pre-Paid Collect and Debit
	Per Minute Rate	Per Minute Rate
Local	\$0.13	\$0.11
Intralata/Intrastate	\$0.13	\$0.11
Interlata/Intrastate	\$0.13	\$0.11
Intralata/Interstate	\$0.13	\$0.11
Interlata/Interstate	\$0.13	\$0.11
Domestic International	\$0.50	\$0.50
International – Mexico	\$0.50	\$0.50
International	\$1.00	\$1.00

\*Effective July 1, 2018, the per minute calling rate for collect and direct billed calls will be reduced to \$0.11 (contingent upon a stay of the FCC Order).

**Fees, Regulatory Charges, and Taxes:** Contractor must comply with the fees specified below. Additional fees shall be prohibited with the exception of regulatory required charges and taxes which are defined in Section 19 – Revenue Share of the Scope of Services of the eRFP. Contractor shall disclose the amount of the Pre-Paid Collect Transaction Fee imposed on end-users by any third-party provider(s) with whom Contractor contracts with in order to fund pre-paid collect accounts. No mark-up of such third-party fees will be allowed.

Fee/Charge Name	Description	Amount
Universal Service Fund (“USF”)	Universal Service Fund is changed quarterly by the FCC.	18.2%* *adjusted quarterly
Pre-Paid Collect Transaction Fee	Fees charged to end-users for funding a pre-paid collect account via IVR, website, etc.	\$3.00
Pre-Paid Collect Transaction Fee	Fees charged to end-users for funding a pre-paid collect account via live agent.	\$4.75
Pre-Paid Collect Transaction Fee	Fees charged to end-users for funding a pre-paid collect account via cash, money order or check.	\$0.00
Pre-Paid Collect Transaction Fee	Fees charged to end-users for funding a pre-paid collect account via third-parties (i.e. Money Gram, Western Union, etc.).	100% Pass Through - No Mark-up Allowed Contractor to Disclose.
All Other Fees	Fees or charges applied by Contractor or a third party for calls processed through the ITS from the GDC Facilities.	\$0.00
Applicable Taxes	All required taxes are allowed.	Varies 100% Pass Through - No Mark-up Allowed

**Voicemail Messaging:** Contractor shall propose a per transaction fee to be charged to the end-user for each completed voicemail message. Contractor shall deduct the voicemail messaging transaction fee from the end-user’s pre-paid collect account. Contractor shall also propose a Revenue Share amount for each voicemail message completed by the end user to the inmate. Contractor shall provide the Revenue Share on each completed voicemail message before any deductions are made for unbillable transactions, bad debt, rejected voicemail messages, uncollectible transactions, fraudulent transactions, merchant adjustments, malfunctions, or any other Contractor expenses. Additionally, GDC shall not be liable for any of Contractor’s costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages.

Contractor is required to submit its BAFO in this specific format and only submit the information required in the table below and the areas highlighted in blue. Contractor shall not deviate from this format or modify or edit the table or add any additional footnotes or text. Contractor’s response below will be evaluated and scored.

Revenue Share Percentage:	59.6%	
MMG Payment:	\$325,000.00	
Financial Incentive(s):	\$4,000,000.00	
Voicemail Messaging Transaction Fee:	\$1.00	
Voicemail Messaging Revenue Share (\$ or %):	\$0.00	75%
Pre-Paid Collect Transaction Fee via MoneyGram:	\$10.99	
Pre-Paid Collect Transaction Fee via Western Union:	\$3.95	
Pre-Paid Collect Transaction Fee via Other Third Party:	\$3.50	

GDC reserves the right to negotiate the impact of an implemented FCC Order on Contractor's BAFO prior to Contract execution. Negotiations may include the change affects of (1) the ITS calling rates and fees permitted to be charged by Contractor under this Contract; (2) the right of GDC to recover its ITS costs; or (3) the ability of GDC to require Contractor to pay to GDC commissions, fees (including but not limited to a cost reimbursement payment) or other ITS cost recovery mechanisms that enables GDC to fully recover its ITS costs in a manner compliant with the change in the FCC's ITS rules or policies.



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***Signature of Authorized Representative***

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March 1, 2016

***Date***

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Robert E. Pickens, President

***Name and Title***