

**EXHIBIT 1**

C-11-0198

**RECEIVED**

APR 12 2011

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**Annual Requirements  
for  
Management of Inmate Telephone Service and  
Related Services/Products  
Placer County Sheriff's Office Service Agreement**

**Contractor:  
Praeses, LLC  
Attn: Heather Kasperek  
330 Marshall Street, Ste. 800  
Shreveport, LA 71101**

**LANCASTER COUNTY, NEBRASKA,  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Praeses, LLC, 330 Marshall Street, Suite 800, Shreveport, Louisiana 71101 hereinafter called Contractor, and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the Owner.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, the Owner through local inter-governmental cooperative purchasing have chosen to participate in the contract between the Placer County Sheriff's Office and Praeses, LLC, Agreement dated September 28, 2010, which was prepared in accordance with the County's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for Management of Inmate Telephone Service and Related Services/Products for the Owner's various agencies and divisions as the Owners may determine in compliance with the prices as established via the Placer County Sheriff's Office, Agreement dated September 28, 2010; and

WHEREAS, the Contractor, in response to the Owner's request to participate in said agreement, has submitted to the Owner, an offer approving Owners participation under the same pricing structure, terms and conditions as the Placer County Sheriff's Office, Agreement dated September 28, 2010 for Management of Inmate Telephone Service and Related Services/Products, with only those exceptions stated herein; and

WHEREAS, Placer County Sheriff's Office, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Placer County Sheriff's Office, Agreement dated September 28, 2010, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owner hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Management of Inmate Telephone Service and Related Services/Products for the Owner's various agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for a period beginning ~~March 4, 2011~~ <sup>April 19, 2011 PWA</sup> through September 27, 2013.
  - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current Placer County Sheriff's Office contract.
  - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.
  - 2.3 In the event Owner decides not to renew, Contractor will be given at least fifteen (15) days notice.

3. Pricing. Pricing of items will be pursuant to Placer County Sheriff's Office, Agreement dated September 28, 2010 subject to Attachment A, attached hereto and incorporated by this reference.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owner (Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program); sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the County") it shall mean the "Owner" encompassing the County of Lancaster, Nebraska.
8. Termination. This Contract may be terminated by the following:
  - 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
  - 8.2 Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
    - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver for Computer Equipment, Peripherals and Related Services.
    - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.

8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the Placer County Sheriff's Office and Praeses, LLC, Agreement dated September 28, 2010.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. Placer County Sheriff's Office, Agreement dated September 28, 2010.
3. Attachment A
4. Attachment B
5. Insurance Requirements
6. Form 13 -Nebraska Resale or Exempt Sale Certificate

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owner hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

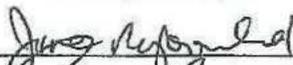
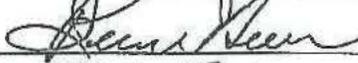
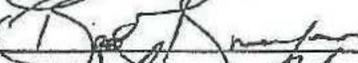
IN WITNESS WHEREOF, the Contractor and the Owner do hereby execute this contract.

**EXECUTION BY LANCASTER COUNTY**

Contract Approved as to Form:

  
\_\_\_\_\_  
Deputy County Attorney  
For Joe Kelly  
Lancaster County Attorney

The Board of County Commissioners of  
Lancaster County, Nebraska

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Dated: 11/9/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

\_\_\_\_\_(SEAL)  
Secretary

Praeses, LLC  
Name of Corporation

330 Marshall St. Suite 800 Shreveport, LA 711  
(Address)

By: Frank M. Amur  
Duly Authorized Official

Chief Executive Officer  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

## Attachment A



**PRAESES™**

TRUSTED INFORMATION MANAGEMENT SERVICES

330 Marshall Street, Suite 800 Shreveport, Louisiana 71101

(318) 424-8125 Fax (318) 213-8137

[www.praeses.com](http://www.praeses.com)

April 4, 2011

Angie Koziol  
Business Manager  
Lancaster County Corrections  
605 So. 10th St.  
Lincoln, NE 68508

Re: Pricing Proposal for Lancaster County, NE

Ms. Koziol,

Below are the details regarding pricing for Praeses' services for Lancaster County. I have highlighted the slight improvements/differences/clarifications in the contractual terms from the Placer County, California contract.

### **COMPENSATION AND REPORTING**

COUNTY shall pay CONTRACTOR a monthly management fee of 11.2% of the total monies, including, but not limited to signing bonuses, prepaid cards and technology grants paid by Inmate Telecommunication Service Providers (ITSPs) to COUNTY. COUNTY shall not pay CONTRACTOR a management fee on any additional in kind benefits, not defined as monies, including, but not limited to fingerprint machines, flooring and bulletproof vests.

COUNTY shall pay CONTRACTOR a rate of 30% of all historical reconciliation compensation paid to COUNTY. If no historical reconciliation compensation is collected because COUNTY elects not to use reasonable business means to pursue identified historical reconciliation compensation, then COUNTY will pay CONTRACTOR a rate of 15% of the identified historical reconciliation compensation. Historical reconciliation compensation is defined as specific anomalies in revenue or commissions due COUNTY but not initially reported or paid by an ITSP prior to the effective date of this Agreement, which results in compensation due the COUNTY.

CONTRACTOR will provide monthly revenue reporting to COUNTY in a format approved by COUNTY. CONTRACTOR will modify or revise the reporting formats as requested by COUNTY and mutually agreed upon. The management fee described above will be deducted monthly from the payment remitted by CONTRACTOR to COUNTY along with the monthly reports. CONTRACTOR will remit to COUNTY on a mutually agreed-upon date following the receipt month of commissions and traffic reports from ITSP.



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### GUARANTEE

If after eighteen (18) months from the delivery of the initial monthly revenue report, CONTRACTOR has not increased the net return from inmate telephones, after CONTRACTOR'S fees are deducted, to an amount that is greater than the net return from inmate telephones received by COUNTY for the eighteen (18) months prior to the Effective Date of this Agreement, CONTRACTOR will refund the difference to COUNTY, allowing COUNTY'S net return from inmate telephones to equal the eighteen months prior to the Effective Date of this Agreement. For this refund to be granted, COUNTY must notify Praeses of the difference in the net return within forty-five (45) days of the delivery of the eighteenth monthly remittance due under this Agreement and request the refund. The refund shall not exceed what CONTRACTOR has retained in fees. Although there will be no management fees charged for in kind benefits, the monetary value of those in kind benefits will be counted towards this Guarantee.

This Guarantee is void if COUNTY (1) enters into any agreement with an ITSP for calling rate or commission reductions; (2) reduces the number of inmates and the Average Daily Population ("ADP") for three (3) consecutive months during the first 18 months of this Agreement is ten (10%) percent less than the average ADP for the 18 months immediately preceding the Agreement effective date; or (3) chooses not to implement reasonable revenue enhancing ideas presented by CONTRACTOR. The Guarantee is also void if this Agreement is terminated, for any reason, prior to the end of the 18 month period.

Please accept this letter as the suggested pricing proposal. This proposal expires sixty (60) days after the date above. Please do not hesitate to contact me if you have any questions. We look forward to working with you.

Sincerely,

*Heather Kasparek*

Heather Kasparek  
Business Development Manager

# Attachment B

## LETTER OF AGENCY

Lancaster County, Nebraska  
605 So. 10<sup>th</sup> Street  
Lincoln, NE 68508

### LETTER OF AGENCY

TO: Inmate Telephone Service Equipment Providers and Billing Companies  
Commissary Providers  
Jail Management System Providers  
Video Visitation Providers  
Ancillary Service Providers

The undersigned appoints Praeses, LLC as Agent (hereinafter the "Agent") to obtain all information and manage all aspects of the inmate telephone service and related services/products you provide to the undersigned customer, including but not limited to, receiving commissions, revenue reports, traffic detail reports, raw call detail records, billing files, LEC reject reports and any and all other data and reports that are deemed necessary by customer for the Agent to oversee, fully analyze and reconcile monthly traffic activity, historical traffic activity and contract terms regarding inmate telephone service and related services/products, as well as coordinate any modifications (including system interfaces) to the inmate telephone environment and related services/products. The undersigned also confirms that it continues to have the option to act on its own behalf regarding any inmate telephone service issues relating to the locations owned, operated and/or managed by the undersigned.

You are hereby released from any and all liability for making pertinent information available to the Agent, and/or any successor or assignee, and for following the Agent's instructions with reference to any request for information on the undersigned's public and/or inmate telephone service. Furthermore, this Letter of Agency hereby revokes and cancels any prior Letters of Authorization/Agency which may be on file with your establishment.

You may deal directly with the Agent on all matters pertaining to said public and/or inmate telephone service and should follow the Agent's instructions with reference thereto. This authorization will remain in effect until otherwise notified.

Customer:

Deb Schorr 4/19/11  
Signature Date

Deb Schorr  
Name (Print or Type)

County Board Chair  
Title

555 S. 10th St Lincoln NE  
Customer's Address 68508

402-441-7447  
Customer's Telephone #

Agent:

Frank M. Auer 11 April 2011  
Signature Date

Frank Auer  
Name (Print or Type)

Chief Executive Officer  
Title

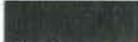
330 Marshall Street, 8<sup>th</sup> Floor, Shreveport, LA 71101  
Agent's Address

(318) 424-8125  
Agent's Telephone #

EXHIBIT 2



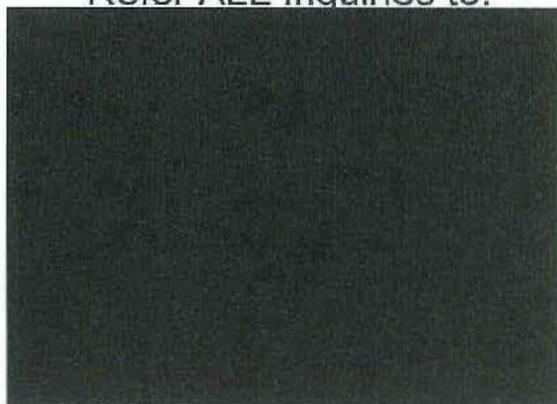
Request for Competitive Contract Proposal  
Inmate Telephone Service with Additional Technology Solutions

  
RCCP# 

Release Date:  
05/22/2014

Proposal Due Date:  
07/15/2014

Refer ALL Inquiries to:



INMATE TELEPHONE SERVICE WITH ADDITIONAL TECHNOLOGY SOLUTIONS  
REQUEST FOR COMPETITIVE CONTRACT PROPOSAL

RCCP# [REDACTED]

**1 RCCP# [REDACTED] OVERVIEW**

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**1.1 PURPOSE AND INTENT**

The purpose of this Request for Competitive Contract Proposal (RCCP) is to solicit proposals from qualified, experienced vendors who can provide reliable, cost effective inmate telephone service in addition to a jail management system (JMS) and a video visitation solution (VVS) which meets the requirements described in this RCCP at the following Facility(s):

[REDACTED]

[REDACTED]

Details about each Facility can be found in Appendix B – Facility Specifications.

**1.2 OBJECTIVES**

The [REDACTED] is seeking an experienced vendor to provide, install and maintain a turn-key inmate telephone system (ITS), JMS and VVS at the Facility(s) ("Contractor"). Contractor shall provide telephone services to the inmates utilizing an ITS in accordance with the requirements and provisions set forth in this RCCP. Proposers shall submit a response for providing an Inmate Telephone System (ITS) and a JMS and a response for providing an ITS, JMS and VVS.

## 5 SPECIFIC TERMS AND CONDITIONS

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### 5.1 COMPENSATION AND REPORTING

1. Contractor shall pay commission on all Gross Revenue generated by and through the proposed ITS. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of service pursuant to this RCCP and Contract. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by Contractor.
2. Contractor shall pay commission on total Gross Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, LEC adjustments or any other Contractor expense.
3. Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by the [REDACTED] prior to implementation. The [REDACTED] and Contractor shall mutually agree on the method for compensation associated with the additional charges/fees due to the [REDACTED].
  - a) Proposer must detail all charges and fees in Appendix C – Calling Rates and Commissions that will be assessed for all collect, pre-paid and debit inmate telephone calls including set up fees, funding fees and refund fees associated with pre-paid collect accounts.
4. Any charges/fees (including higher amounts of the fees/charges initially approved by the [REDACTED]) added to the called party's bill and paid by the calling or called party without the express written consent of the [REDACTED] shall incur a fine of \$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
  - a) The [REDACTED] shall notify Contractor of any unapproved additional fees and/or charges of which the [REDACTED] becomes aware of and shall provide Contractor with an invoice for the total fine due, for which Contractor shall remit payment to the [REDACTED] within thirty (30) days.
  - b) Should the [REDACTED] and Contractor mutually agree that the charges/fees will remain, the [REDACTED] and Contractor shall mutually agree on a method for compensation.

INMATE TELEPHONE SERVICE WITH ADDITIONAL TECHNOLOGY SOLUTIONS

REQUEST FOR COMPETITIVE CONTRACT PROPOSAL

RCCP# [REDACTED]

**6 SCOPE OF WORK**

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**6.1 GENERAL SCOPE OF WORK**

1. The [REDACTED] requires a turnkey solution for inmate calling which shall include, without limitation, collect, pre-paid collect, pre-paid cards, debit, and free as well as a JMS and VVS as described herein. Contractor shall install and operate inmate telephones, JMS, VVS, and related equipment. Contractor shall, without cost to the [REDACTED], provide all wiring for the inmate telephones and video visitation stations, install the inmate telephones, video visitation stations and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-paid collect, pre-paid cards, debit and free calls as well as conduct video visitation sessions from the Facility(s).
2. Proposer shall supply details of its proposed ITS which shall include, but not be limited to: system version (if Proposer uses multiple ITS versions and/or releases), system design (centralized vs. premise based), technical specifications, software applications, hardware architecture and networking capabilities.
  - a) Include a description, as well as visual aids, of the inmate telephone sets, TDD units and cart/portable sets proposed for installation at the Facilities.

**6.2 STANDARDS**

Inmate telephone services are to be provided and shall comply with all applicable Federal Communication and/or Public Service Commission regulations relating to inmate telephone service in correctional facilities.

**6.3 ITS INSTALLATION REQUIREMENTS**

1. In its response to this RCCP, Proposer shall submit an implementation plan for the ITS and VVS, which shall include an installation schedule for each Facility. Initial installations of the ITS must be completed within sixty (60) days of the effective date of the Contract. Initial installation of the VVS must be completed within ninety (90) days of the effective date of the Contract. The implementation plan will become a part of the Contract and must be followed.
  - a) If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Contractor may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is complete. However, Contractor shall not incur liquidated damages if the cause of the delay is beyond the Contractor's reasonable control.
  - b) Should Contractor incur liquidated damages, the [REDACTED] will invoice Contractor. Payment of the invoice shall be made to the [REDACTED] within thirty (30) days of Contractor's receipt of the invoice.

INMATE TELEPHONE SERVICE WITH ADDITIONAL TECHNOLOGY SOLUTIONS

REQUEST FOR COMPETITIVE CONTRACT PROPOSAL

RCCP# [REDACTED]

- d) Inmate Name;
  - e) Inmate PIN;
  - f) Called Number;
  - g) Called City, State;
  - h) Call Type;
  - i) Bill Type;
  - j) Call Status;
  - k) Duration; and
  - l) Voice Verification.
6. All CDRs, including all attempted and completed calls, shall be stored online for a minimum period of three (3) years and stored offline for a minimum period of seven (7) years following the expiration of the Contract.
- a) Proposer shall provide detailed information of its offline storage process.
7. All call recordings shall be stored online for a minimum period of one (1) year and offline for a period of two (2) years following the expiration or termination of the Contract and any Addenda and/or Amendments.
- a) Proposer shall provide a detailed description of its proposed method for storing call recordings, to include information on Proposer's data redundancy practices.
  - b) Proposer shall provide detailed information of its proposed offline storage process.
8. Contractor shall be responsible for supplying all storage media (CDs/DVDs, flash drives, etc.) at no cost to the [REDACTED] throughout the life of the Contract and any renewal terms.
9. Contractor shall pay the [REDACTED] liquidated damages in the amount of \$500.00 per each instance wherein the [REDACTED] suffers one or more lost, unrecoverable or un-useable recording(s). The [REDACTED] agrees to notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the call recordings. Contractor shall be notified of the total amount due via written notice from the [REDACTED]. The [REDACTED] will invoice Contractor and payment shall be due within thirty (30) days of Contractor's receipt of invoice.
10. Contractor shall provide the [REDACTED] with up to four (4) workstations, working real-time with the ITS, for such monitoring, recording and reporting. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). In addition to Contractor-provided workstations, and at the request of the [REDACTED] Contractor shall provide remote access to the ITS at no cost to the [REDACTED].

INMATE TELEPHONE SERVICE WITH ADDITIONAL TECHNOLOGY SOLUTIONS

REQUEST FOR COMPETITIVE CONTRACT PROPOSAL

RCCP# [REDACTED]

**6.12 GENERAL MAINTENANCE**

1. Contractor shall respond to repair requests from the [REDACTED] by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis.
2. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4-hours following notification of a service request or ITS or VVS failure. Contractor must exhibit to the [REDACTED] a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem. The [REDACTED] shall be notified of progress and/or delays in progress until the problems are resolved. Contractor shall notify the [REDACTED] any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
3. Contractor's failure to cure a service problem within ten (10) days of receiving notice shall constitute a default in accordance with Section 2.7 – Termination Of Contract Item 2. Termination For Cause contained herein.
4. Proposer shall provide the on-site response time, priority levels and escalation schedule for both normal maintenance and emergency outage/service issues at and/or related to the Facilities.
5. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS and VVS. Contractor will assume liability for any and all such damages.
6. All operation, maintenance and repair issues regarding the ITS and VVS service shall be reported by Contractor to the [REDACTED] promptly.

**6.13 JAIL MANAGEMENT SYSTEM**

1. Contractor shall provide the [REDACTED] with a Jail Management System (JMS). The [REDACTED] is seeking a JMS solution that will integrate the use of new technologies to make the Facilities safer, easier to manage and more operationally efficient and that is flexible enough to accommodate the ever changing needs of the correctional environment.
  - a) The [REDACTED] requires a comprehensive JMS software package capable of providing a variety of modules already in use to assist the Facilities in daily operations, to include:

|                    |                        |
|--------------------|------------------------|
| Inmate Information | Intake Risk Assessment |
| Emergency Contact  | Background Information |
| AKA/Maiden Names   | Charge Information     |
| Bail Information   | Victim Information     |
| Event /Status      | Custody Status         |

INMATE TELEPHONE SERVICE WITH ADDITIONAL TECHNOLOGY SOLUTIONS  
REQUEST FOR COMPETITIVE CONTRACT PROPOSAL

RCCP# [REDACTED]

|                             |                      |
|-----------------------------|----------------------|
| Security Threat Information | Cell Assignment      |
| Keep Separate From          | County Sentenced     |
| Special Sentence Programs   | State Prison         |
| Inmate Discharge            | Visitor Menu         |
| Detainer Information        | Commitment Summary   |
| Auxiliary Menu              | CCIS/ACS Interface   |
| Bail Registry Inquiry       | Inmate Notes         |
| Classification Menu         | SBI Number Conflicts |

- b) The [REDACTED] is interested in a JMS software package capable of providing the following modules in addition to its current package:
- |                                |                                      |
|--------------------------------|--------------------------------------|
| Social Services                | Inmate Billing Information           |
| PREA Investigation/Information | Medical Services/Medication Tracking |
| Contact Visit Program          | Automated Jurisdictional Inquiry     |
| Inmate Grievance               | Commissary                           |
| Institutional Forms            |                                      |
- c) The [REDACTED] is interested in a JMS software package that includes an Electronic Medical Records (EMR) component.
- d) The [REDACTED] is also interested in implementing smart board technology in the Intake/Release Area and Classification Unit to eliminate the current hand-written tag method.
- e) Contractor shall provide the [REDACTED] with up to fifty (50) workstations, working real-time with the JMS. The workstations shall each include a CD/DVD burner, flat screen monitor, speakers (built in or external), mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent). Indicate any additional features and functionalities Proposer's JMS can provide to ease the booking process. Proposer may identify an alternative number of workstations after the Mandatory Pre-Proposal Conference and may include alternative recommendations in their response to this RCCP.
- f) The JMS solution shall be capable of interfacing with County Correction Information System (CCIS), the main frame system currently utilized at the Facility [REDACTED] at no cost to the [REDACTED]
- g) The JMS solution shall be capable of interfacing with the [REDACTED] ITS, commissary, EMR and any other additional providers as selected and directed by the [REDACTED] and at no cost to the [REDACTED]

2. Proposer shall describe the JMS solution Proposer can provide, identifying any unique or distinctive features of the proposed system and addressing the interests of the [REDACTED] as described above. Proposer shall include images/screen shots of the proposed solution.
- a) Include a description, as well as visual aids, for each of the hardware components, software applications and additional JMS equipment proposed for installation at the Facility.

INMATE TELEPHONE SERVICE WITH ADDITIONAL TECHNOLOGY SOLUTIONS  
REQUEST FOR COMPETITIVE CONTRACT PROPOSAL

RCCP# [REDACTED]

- b) Proposer must provide two (2) references of facilities where this system has been implemented for at least six (6) months.
3. Contractor shall absorb the cost associated with the JMS solution including, but not limited to, data conversion, ongoing maintenance, support, training and upgrades during the Contract term. In its response to this RCCP, Proposer must provide the [REDACTED] with an itemized cost breakdown associated with the provision of said JMS solution, ongoing maintenance schedule, and etc. Proposer shall specify these amounts in Appendix C – Calling Rates and Commissions. Proposer's proposed commission structure in Appendix C – Calling Rates and Commissions shall include the JMS solution at no cost to the [REDACTED]. It is expressly understood that Contractor shall not issue any upfront monies for the JMS solution to the [REDACTED]. Contractor shall be responsible for remitting this cost directly to its third party JMS contractor who will be providing the JMS solution.
4. Upon completion of the JMS implementation, should the total cost for the JMS solution be less than the initial amount quoted, Contractor and the [REDACTED] shall review the commission rate specified in this RCCP and subsequent Contract and mutually negotiate an increase to the commission rate.
5. **Installation Requirements:** Proposer shall submit an implementation plan, which shall include an installation schedule, for the proposed JMS. JMS implementation must be completed within 180 days of the effective date of the Contract.
  - a) Any system installation, implementation, and/or services shall be subject to review and approval of the [REDACTED] and shall be delivered/installed/furnished in compliance with applicable the [REDACTED] hardware and software, data, website, testing, and security standards. Any proposed deviation from the [REDACTED] standards shall be proposed to, and reviewed and approved by the [REDACTED]. Contractor shall accept the [REDACTED] direction during testing and throughout the JMS implementation process. Contractor shall comply with all applicable Customer network standards for configuration, implementation, and management of the software and hardware.
  - b) Contractor shall provide any and all hardware, software and related equipment to [REDACTED] for the provision of the proposed JMS at no cost to the [REDACTED]. Any hardware, software and related equipment installed by Contractor for the provision of the proposed JMS shall become the property of the [REDACTED] at the termination of this Contract.
6. **Test Period:** Upon implementation and from the date of Contractor's notice to the [REDACTED] that the JMS is "live" at the Facility, the [REDACTED] will have a fifteen (15) day test period (Test Period) to verify the JMS conforms in all material respects to the [REDACTED] requirements. If during the Test Period, the [REDACTED] reasonably determines the JMS does not conform, the [REDACTED] will

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have five (5) business days from the expiration of the Test Period to advise Contractor in a detailed writing as to the nature and extent of such non-conformance. Contractor will thereupon correct such non-conformance after Contractor's receipt of such notice within 15 days; upon notice of the correction to the [REDACTED] a new Test Period shall begin, and the same process will be followed. The JMS shall be deemed accepted upon receipt of written notice of acceptance to Contractor from the [REDACTED] or if the [REDACTED] does not notify Contractor of a material nonconformance within five (5) days after the expiration of any Test Period, whichever occurs first.

7. **Transition of Data:** The [REDACTED] shall provide Contractor with access to the inmate data to be imported in the JMS. Contractor shall convert, to the extent reasonable and commercially feasible, all data stored in the [REDACTED] current software into a format that can be imported into Contractor's JMS upon installation.
  - a) The [REDACTED] will cooperate with Contractor so that Contractor may obtain, test, convert, and install the inmate information. Contractor shall thoroughly test the converted data for accuracy before installation.
  - b) The [REDACTED] agrees to review the converted data for accuracy and to bring any conversion errors promptly to the attention of Contractor. Contractor shall rectify such errors within ten (10) days of receipt of notice from the [REDACTED]
  - c) Upon the [REDACTED] decision to no longer use Contractor's JMS, Contractor shall cooperate with the [REDACTED] in an orderly transition of data from Contractor's JMS to the new provider's application and/or software.
    - i. Contractor acknowledges that all the data stored in the JMS is the property of the [REDACTED] and shall be transferred to the [REDACTED] in a format that can easily be converted to the new provider's application and/or software.
    - ii. Contractor shall uninstall its JMS on the date specified by the [REDACTED]. Contractor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of this RCCP and subsequent Contract for a period not to exceed ninety (90) days after the expiration, termination or cancellation date.
8. **Training and Support:** Contractor shall provide the [REDACTED] seven (7) days of on-site training on the JMS. Additional training will be provided to new [REDACTED] personnel, on no less than an annual basis, at no cost to the [REDACTED]. Contractor will provide on-site technical support for at least three (3) business days beginning on the date the JMS is fully installed and has gone "live" at the Facility.
9. Proposer's response shall include proposed Maintenance terms which include descriptions and pricing for repairs, technical support, disaster avoidance, recovery solutions, upgrades and patches and any additional items relevant to maintaining the

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proposed JMS and related hardware/software/equipment throughout and past the term of the awarded Contract.

**6.14 VIDEO VISITATION SPECIFICATIONS**

1. Contractor shall implement a video visitation solution for the [REDACTED]. The [REDACTED] prefers that Proposer include a ratio of one (1) video visitation station for every thirty (30) inmates. Proposer may identify an alternative ratio of video visitation stations after the Mandatory Pre-Proposal Conference and may include alternative recommendations in its response to this RCCP. Proposer shall also provide information relative to a viable, low labor-intensive, mobile video visitation solution for use in the medical unit.
2. Proposer's response shall be based on up to forty (40) video visitation stations to be installed at [REDACTED] which includes inmate video visitation stations to be installed within the Facility and public video visitation stations to be installed in the [REDACTED] visitation area to be located in the 2<sup>nd</sup> Floor of the [REDACTED]. Contractor shall install inmate video visitation stations within the indoor recreation area attached to each of the housing units and two (2) mobile inmate video visitation stations for the medical unit. Proposer may identify an alternative ratio of video visitation stations after the Mandatory Pre-Proposal Conference and may include alternative recommendations in its response to this RCCP.
  - a) Video visitation visits shall be fifteen (15) minutes in length and must have a prompt at the beginning which notes the visit is recorded.
  - b) Video visitation stations shall be available for use during the times of day detailed in Appendix B – Facility Specifications.
3. The [REDACTED] is interested in offering the general public the option to complete remote visits in addition to completing onsite visits. All visits will be in accordance with the rules and regulations set forth by the [REDACTED]. Onsite visits will be completed at no cost to the general public and inmate. Proposer may offer a proposed remote visitation rate as well as a revenue sharing option in Appendix C – Calling Rates and Commissions.
  - a) Please list any requirements for the VVS to accommodate the remote visits to include necessary equipment, software, etc.
4. Proposer shall describe, in non-technical terms, its technology solution for video visitation identifying any unique or distinctive features of their products and services. Proposer shall include images of Proposer related products.
  - a) Proposer must provide two (2) references of facilities where this technology has been implemented for at least six (6) months.

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5. Contractor shall furnish, install, and maintain video visitation equipment, hardware, software, and network components in accordance with the requirements and provisions set forth in this section.
- a) Proposer shall provide detailed information and specifications for each of the hardware components, software applications and additional products included in the Proposer's response.
    - i. Include a description, as well as visual aids, for each of the hardware components, software applications and additional VVS products proposed for installation at the Facility.
  - b) Contractor shall be responsible for providing all labor, equipment, supplies and materials necessary for the completion of the installation.
  - c) Contractor shall be responsible for installing all new wiring, cabling and network circuits at no cost to the [REDACTED] to support the provision of the outlined services.
  - d) Contractor shall be responsible for providing and installing tamper-resistant and durable video visitation units suitable for a correctional environment.
  - e) The video visitation units shall not include any removable parts.
  - f) The video visitation units shall not compromise the [REDACTED] local area network or security. The video visitation units are to be placed on a virtual or separate network with port locks and firewall rules in place.
  - g) Proposer must indicate any environmental conditions required for the proposed video visitation equipment.
  - h) Proposer must indicate the physical size of any and all equipment to be installed at the Facility.
  - i) The VVS shall be capable of providing all operational features and system requirements applicable to all video visitation visits placed through the system, including inmate to general public, inmate to court, and inmate to attorney visits.
  - j) The VVS shall consist of hardware and software designed to enable the [REDACTED] to initiate, control, record, retrieve and monitor video visitation sessions.
  - k) The VVS shall have the capability to allow the [REDACTED] to schedule visits for a particular inmate, station, and date and time. Proposer must provide detailed information on the automatic-scheduler feature for the proposed VVS. Additionally, Proposer shall explain how its system will prevent scheduling conflicts for visitation sessions. Indicate how the inmate is notified regarding any scheduled visits.
  - l) The VVS shall be capable of sending the general public an email notification confirming the scheduled or canceled visit.
  - m) The VVS shall be capable of requiring the general public of acknowledging and agreeing to terms and conditions associated with the [REDACTED] visitation policies.
  - n) The VVS shall have the capability to allow for the general public to access the VVS through a web based software application. Proposer shall provide detailed information on how Proposer will be able to meet this requirement.

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RCCP# [REDACTED]

- o) The VVS shall provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards. Proposer shall specify the compression rate used for the video quality as well as the average file size of a stored video visitation session based on an average visit of fifteen (15) minutes.
- p) The VVS shall provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
  - i. Inmate ID number;
  - ii. Inmate name;
  - iii. Visitor name;
  - iv. Date and time of visit;
  - v. Inmate video visitation station; and
  - vi. Daily, weekly and monthly visit statistics.
- q) The VVS shall have the capability to interface with the [REDACTED] JMS and/or ITS, at no cost to the [REDACTED]. Proposer shall provide detailed information on the specifications required to complete each interface. The [REDACTED] will not be responsible for paying any amount(s) associated with the required interface(s).
- r) The VVS shall have the capability to capture, store and query information regarding the visitor/general public to include, at a minimum:
  - i. Identification number;
  - ii. Name;
  - iii. Date of birth;
  - iv. Social security number;
  - v. Gender;
  - vi. Ethnicity;
  - vii. Driver's license number;
  - viii. Inmate visited;
  - ix. Relationship to inmate;
  - x. Date of last visit;
  - xi. Home address (physical address); and
  - xii. Telephone number.
- s) Proposer shall identify its storage capabilities for all video visitation visits, reports and data online as well as archived processes. The [REDACTED] prefers to retain ninety (90) days of video visitation sessions online.
- t) The VVS must be able to shut down quickly and selectively. The [REDACTED] must be able to shut down the VVS at several locations by select video visitation stations or by Central Control.
- u) The VVS shall be capable of taking an individual video visitation station out of service without affecting other video visitation stations.
- v) The VVS shall be capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per week or month.

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- w) In all circumstances, the VVS shall limit the inmate and visitor to a single session. The VVS shall always require the inmate and visitor to disconnect the session in progress before another session is initiated.
  - x) The VVS shall include an alert system that will detect visits made by a particular inmate or visitor. Please include detailed information on the type of alerts available.
  - y) Proposer must indicate any environmental conditions required for the proposed controlling equipment.
6. The VVS shall be capable of permitting full monitoring and recording of all video visitation sessions from any video visitation station within the Facility and from remote locations unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions. The VVS shall have the capability to exclude those sessions.
7. The VVS shall allow for authorized personnel or staff to interrupt the video visitation visit and communicate directly with the inmate. The authorized personnel or staff's audio and video shall be displayed on the inmate and visitor's monitors and be included in the recording of the video visitation visit.
8. The VVS shall comprehensively record all audio and video visitation sessions except attorney/client sessions. At a minimum, it shall have the capability to play back a recorded session.
9. The VVS shall allow the Facility to establish an approved visitor list by inmate.
10. The VVS architecture shall include a file storage server to archive recorded sessions, network switching hardware, multi-port IP addressable digital recording equipment to record and facilitate monitoring of all audio/video sessions.
11. The VVS shall be capable of showing real time activity on a control workstation. The software included on the control workstation shall perform the routing functions of the control data to the video visitation station in the inmate and general public areas. The control workstation shall have the capability to allow administrative functions in connection with the VVS, including, but not limited to:
- a) Set user ID;
  - b) Set password;
  - c) Set classification roles and associated tasks;
  - d) Capture the user's first, middle and last name;
  - e) Allow for remotely managing, adjusting and diagnosing hardware settings and connections using audio, video and LAN settings;
  - f) Allow for live monitoring of all visits simultaneously (excluding attorney visits);
  - g) Manually terminate sessions;
  - h) Report status of all video visitation stations (whether idle or offline); and

INMATE TELEPHONE SERVICE WITH ADDITIONAL TECHNOLOGY SOLUTIONS

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- i) Configure the type of video visitation station to which an inmate has access.
12. Proposer shall provide detail on whether the proposed VVS has the capability to copy the recorded sessions to a DVD or other storage media.
13. Contractor shall have the capability to provide remote access to the VVS at no additional cost. The provision of remote access shall allow the [REDACTED] the same features and functionalities, permitted by the user's level of access, available on the control workstation.
14. Contractor shall provide an uninterrupted power supply source to ensure there is no loss of recorded sessions or real time data in the event of a power failure.
15. Contractor shall provide monthly video visitation detail reports which shall include a detailed breakdown of the activity for all video visitation visits, including but not limited to, video visitation visits by station, total duration of video visitation visits by station, and total revenue generated for video visitation visits by station. Contractor's VVS shall provide the capability to export the reports in a mutually agreed upon format agreed to by the [REDACTED] and Contractor. The reports shall be available to the [REDACTED] and from all control workstations and remote access computers depending on the user's access level. Proposer shall provide a sample of its video visitation detail reporting capabilities and provide sample reports with its response.

**6.15 AUTOMATED INMATE INFORMATION SYSTEM**

Contractor shall implement an automated inmate information system solution for the [REDACTED] to provide automatic access of inmate information via phone. Proposer must provide an overview of the automated inmate information system solution specifying whether the technology is capable of providing general information, via an automated service, pertaining to an inmate's status within the Facilities and indicating whether the technology utilizes voice recognition. Proposer shall include details on whether the technology is accessible by both the inmate and friends/family members as well as specifics regarding the information provided through the technology (e.g. court date, bail bond amount, release dates and etc.). The application shall have the capability to interface with the [REDACTED] JMS. Proposer must provide two (2) references of facilities where this technology has been implemented for at least six (6) months.

- a) Detail any fees or charges associated with this technology. The [REDACTED] will not be responsible for any cost associated with an interface if one is required to implement the automated information technology.

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**6.16 ADDITIONAL TECHNOLOGY**

Provide information on any additional technology or optional features that may be of interest to the [REDACTED] (e.g. Cell Phone Detection, Word Recognition, Inmate Email, Voicemail, Administrative Phone System, Inmate Trust Account Deposit Processing, Kiosk Services, etc.). Provide detailed information on the functionalities of each as well as a complete description of the features and applications proposed.

- a) Detail any cost associated and/or commission with the additional technology or optional features offered/proposed.

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**7 PROPOSAL EVALUATION AND SELECTION**

**7.1 EVALUATION FACTORS**

- Proposals will be legally reviewed by the [REDACTED] for submission completeness and response compliance to determine if the legal requirements of this RCCP are met. Proposals will be evaluated and scored by the County's internal evaluation committee (Evaluation Committee) on the basis of the criteria listed below.

If deemed necessary by the Evaluation Committee, the three highest scoring Proposers in addition to any numerically tied Proposers may be invited to conduct an oral interview with the Evaluation Committee. The [REDACTED] shall provide an agenda specifying the items to be covered during the Proposer's oral interview. Additions, deletions or substitutions by Proposer may not be made to proposals during the oral interview, unless they may be viewed as a clarification(s).

| Evaluation Criteria   | Points Available |
|---|------------------|
| Responses to RCCP Requirements, Proposal Format, and Exceptions             | 0-10             |
| Proposer Requirements, Reference and Information – <u>Sections 4.1- 4.3</u> | 0-10             |
| General Scope of Work – <u>Section 6.1</u>                                  | 0-10             |
| ITS Installation Requirements – <u>Section 6.3</u>                          | 0-5              |
| ITS and User Application Specifications – <u>Section 6.5</u>                | 0-10             |
| Security Features – <u>Section 6.6</u>                                      | 0-5              |
| Personal Identification Number Application – <u>Section 6.7</u>             | 0-10             |
| ITS Monitoring and Recording Requirements – <u>Section 6.8</u>              | 0-15             |
| Pre-Paid/Debit Application – <u>Section 6.9</u>                             | 0-10             |
| General Maintenance – <u>Section 6.12</u>                                   | 0-10             |
| Jail Management System – <u>Section 6.13</u>                                | 0-15             |
| Video Visitation Specifications – <u>Section 6.14</u>                       | 0-15             |
| Automated Inmate Information System – <u>Section 6.15</u>                   | 0-5              |
| <u>Appendix C – Calling Rates and Commissions</u>                           | 0-30             |
| Oral Interview – Agenda (If Applicable)                                     | 0-25             |
| <b>Total Points Available Per Proposer</b>                                  | <b>185</b>       |

**7.2 PROPOSAL EVALUATION PROCESS**

- In accordance with the competitive contracting process, the [REDACTED] will consider the Proposer submission, including commission, rates and fees offered and other factors, in accordance with the Evaluation Factors stated above.

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 REQUEST FOR COMPETITIVE CONTRACT PROPOSAL  
 RCCP# [REDACTED]

APPENDIX C—CALLING RATES AND COMMISSIONS

| CURRENT CALLING RATES<br>FOR INFORMATIONAL PURPOSES ONLY |           |                 |                  |                 |
|--|-----------|-----------------|------------------|-----------------|
| CALL TYPE  | COLLECT   |                 | PRE-PAID COLLECT |                 |
|  | Surcharge | Per Minute Rate | Surcharge        | Per Minute Rate |
| Local  | \$2.50    | \$0.05          | \$2.50           | \$0.05          |
| INTRAlata/INTRAsate                                      | \$2.50    | \$0.20          | \$2.50           | \$0.20          |
| INTERlata/INTRAsate                                      | \$2.50    | \$0.40          | \$2.50           | \$0.40          |
| INTERlata/INTERstate                                     | \$0.00    | \$0.25          | \$0.00           | \$0.21          |

As stated in **Section 1.2 – Objectives**, Proposer shall propose commission offer(s) for the 1.) ITS and JMS and 2.) ITS, JMS and VVS; Proposer shall provide two (2) rate structures for each. The [REDACTED] current calling rates are listed in the table above for informational purposes only.

The [REDACTED] is open to a postalized calling rate structure as well as international calling rates. Proposer must detail all charges and fees that will be assessed for all collect, pre-paid and debit inmate telephone calls including set up fees, funding fees and refund fees associated with pre-paid collect accounts.

Proposer must provide the [REDACTED] with an itemized cost breakdown associated with the provision of the proposed JMS solution, ongoing maintenance schedule, and etc. Proposer's proposed commission structure(s) shall include the JMS solution at no cost to the [REDACTED]

For VVS, Proposer shall include a proposed remote visitation rate as well as a revenue sharing option.

**EXHIBIT 3**



1. Authorizing the County Manager to retain the services of arbitrators, mediators, and fact finders through the [REDACTED] State Board of Mediators, [REDACTED] Public Employee Relation Commission Staff, Certified Panel of Interest Arbitrators or Certificate Panel of Grievance Arbitration in connection with collective negotiations and employment litigation for the period of January 1, 2014 through December 31, 2014 for in an amount not to exceed \$17,500 per Arbitrator and a total contract amount not to exceed \$30,000. [REDACTED]
2. Authorizing the County Manager to renew the [REDACTED] Counties Excess Joint Insurance Fund to administer and provide extra insurance for the following: Liability (other than motor vehicles), Property Damage (other than motor vehicles), Motor Vehicles, Public Officials Liability/Employment Practices Liability, and Workers Compensation. [REDACTED] portion of the budget for period of January 1, 2014 through December 31, 2014 is \$2,464,340.00. [REDACTED]

[REDACTED] asked about the claims and compensation in regards to item #2.

[REDACTED] stated that there has been a cost savings of \$300,000 since joining the Joint Insurance Fund (JIF). He said he will provide the Board with all the figures.

[REDACTED] asked how long it will take to get the figures.

[REDACTED] replied that he could have the information tonight.
3. Approving the list of pre-qualified Psychologists for the provision of Psychological Evaluation Services for the year 2014: [REDACTED]  
[REDACTED]  
[REDACTED]
4. Authorizing the County Manager to enter into a contract for the provision of Psychological Evaluation Services with [REDACTED] for the Department of Administrative Services, Department of Correctional Services and Department of Human Services in the amount of \$39,000 for the period of January 1, 2014 through December 31, 2014. [REDACTED]
5. Approving the 2014 list of pre-qualified vendors for the provision of Pre-Employment Medical Examinations [REDACTED]  
[REDACTED]
6. Authorizing the County Manager to enter into a contract with [REDACTED] to provide pre-employment medical examinations and other related medical services to the [REDACTED] for the period of January 1, 2014 through December 31, 2014 at a cost not to exceed \$45,000. [REDACTED]
7. Authorizing the County Manager to enter into a contract with [REDACTED] for the provision of Alcohol/Drug Testing Procedures for employees with Commercial Driver's Licenses (CDL's) and Pre-Employment examinations for the period of January 1, 2014 through December 31, 2014 at a combined cost not to exceed \$27,500. [REDACTED]  
[REDACTED]
8. Authorizing the County Manager to enter into a contract with [REDACTED] to provide a comprehensive employee assistance

program (EAP) to county employees and their families for the period of January 1, 2014 through December 31, 2014 at a cost not to exceed \$57,120. [REDACTED]

- 9. Authorizing the County Manager to approve modifications to the Exclusionary Prescription and Health Benefits Program. [REDACTED]

[REDACTED] explained #9. He stated that this item relates to the County Manager's Resolution of the passing of the contract with Council 8. It is a change for exclusionary employees. He said there will be a decrease in co-pay for generic drugs and in increase in brand name drugs.

- 10. Authorizing the County Manager to renew the agreement with the [REDACTED] [REDACTED] for the period of January 1, 2014 through December 31, 2014 for the purpose of using any vendors of the system that would result in cost savings over a state contract if one exists or bidding ourselves. [REDACTED]

- 11. Authorizing the County Manager to renew the Public Officials Bonds with the [REDACTED] [REDACTED] for the following County employees: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

- 12. Authorizing the County Manager to enter into an [REDACTED] [REDACTED] from January 1, 2014 through December 31, 2014 in an amount not to exceed \$234,043. This policy provides coverage for maintenance costs for electronic office equipment due to mechanical failure. [REDACTED]

- 13. Renewing Horse Accidental Death Policy with [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] for the policy period of January 16, 2014 through January 16, 2015 for a contract amount not to exceed \$1,745.00. [REDACTED]

**DEPARTMENT OF CORRECTIONS**

- 1. Amending Resolution Number 2013-383, for an additional 6 months; to extend the contract between the [REDACTED] and Praeses, Shreveport, Louisiana, for inmate communications consulting, contractual management, and reconciliation services pursuant to [REDACTED] [REDACTED] which allows a contract to be awarded without competitive public bidding if the subject matter consists of an "extraordinary unspecifiable service" for the contract period of January 1, 2014 through June 30, 2014 not to exceed 9.22% of inmate telephone county commission. [REDACTED]

[REDACTED] asked for an explanation of item #1.

[REDACTED] stated that the carrier receives a "not to exceed" amount of 9.22% of the County's profit.

**EXHIBIT 4**



**State of Georgia**

**State Entity: Georgia Department of Corrections**

**Electronic Request for Proposals ("eRFP")**

**Event Name: Inmate Telephone Service**

**eRFP (Event) Number: 46700-GDC0000609**

**1. Introduction**

**1.1. Purpose of Procurement**

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Proposal ("eRFP") is being issued to establish a contract with a single, qualified supplier that will provide a comprehensive Inmate Telephone Service to Georgia's Department of Corrections (hereinafter, "the State Entity" or "GDC") as further described in this eRFP.

GDC is seeking a qualified and experienced supplier to provide, install and maintain a turn-key inmate telephone system ("ITS") at the Facilities listed on Attachment B – Facility Specifications of this eRFP in accordance with the requirements and provisions set forth in this eRFP.

The selected supplier shall, without cost to GDC, operate inmate telephones and related equipment, provide all wiring for the inmate telephones, and install the inmate telephones and the related hardware and software to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-paid collect, debit and free calls from the Facilities. Selected supplier must have the capability to provide service and support to 65 Facilities that house approximately 60,000 inmates/offenders generating a monthly average of 187,887 calls and 2,276,516 total minutes.

GDC's current ITS is configured to process traditional collect calls with limited pre-paid collect/direct-remit for calls to cell phones with verified wireless contracts only. Six months of GDC call traffic statistics has been provided in Attachment P – Calling Rates, Fees and Monthly Statistics. Under this RFP, and with the awarded Contract, GDC plans to allow collect, debit, and traditional pre-paid collect to all unbillable numbers including the verification of contract wireless accounts.

The ITS as provided by the selected supplier shall provide all needed functional, security/investigative and reporting capabilities that will enhance Georgia's Department of Corrections' accomplishment of its mission by 1) ensuring public safety, 2) creating opportunities for restoration to offenders through communication with family, 3) ensuring safe and secure facilities and 4) facilitating/supporting law enforcement.

For more information about the Georgia Department of Corrections, access the following link:

<http://www.dcor.state.ga.us/>

Notice: GDC has engaged a third party consultant, Praeses, LLC. to support this procurement event and the management of its day-to-day operation of the Inmate Telephone Service as provided by the selected supplier.

**1.2. eRFP Certification**

Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), the State Entity certifies the use of competitive sealed bidding will not be practicable or advantageous to the State of Georgia in

**RFP# 46700-GDC0000609**  
**Inmate Telephone Service**  
**Cost Evaluations**

9/19/2013 Offeror Submissions W/Original GDC Defined Calling Rates

| Initial Cost Proposal Submission |  |  |  |
|----------------------------------|--|--|--|
| Offeror                          | Commission Rate by Year                      | Financial Incentive By Year                                | MMG by Year  |
| CenturyLink                      | Yr 1 - 71.8%<br>Yr 2 - 71.8%<br>Yr 3 - 71.8% | Yr 1 - \$350,000   | Yr 1 - \$550,000<br>Yr 2 - \$550,000<br>Yr 3 - \$550,000 |
| Global Tel*Link                  | Yr 1 - 82.0%<br>Yr 2 - 77.0%<br>Yr 3 - 72.0% | Yr 1 - \$1,000,000<br>Yr 2 - \$500,000<br>Yr 3 - \$250,000 | Yr 1 - \$608,000<br>Yr 2 - \$575,000<br>Yr 3 - \$533,000 |
| Securus                          | Yr 1 - 81.1%<br>Yr 2 - 81.1%<br>Yr 3 - 81.1% | Net Present Value of \$21,600,000                          | Yr 1 - \$600,000<br>Yr 2 - \$600,000<br>Yr 3 - \$600,000 |
| Telmate                          | Yr 1 - 77.0%<br>Yr 2 - 77.0%<br>Yr 3 - 77.0% | \$2,400,000 for 3 years                                    | Yr 1 - \$700,000<br>Yr 2 - \$700,000<br>Yr 3 - \$700,000 |
| Unisys                           | Yr 3 - 75.5%<br>Yr 2 - 75.5%<br>Yr 3 - 75.5% | \$0  | Yr 1 - \$430,000<br>Yr 2 - \$430,000<br>Yr 3 - \$430,000 |

| Points Allocation | Initial Cost Proposal Evaluation |                                |                    |                |
|-------------------|----------------------------------|--------------------------------|--------------------|----------------|
|                   | 150 pts                          | 125 pts                        | 75 pts             | 300 pts        |
| Offeror           | Effective Rate Impact - 3 Yrs    | Financial Incentive Over 3 Yrs | MMG Impact 3 Yrs   | Awarded Points |
| CenturyLink       | \$12,307,592<br>133              | \$350,000<br>18                | \$19,800,000<br>59 | 210            |
| Global Tel*Link   | \$13,198,950<br>142              | \$1,750,000<br>91              | \$20,592,000<br>61 | 295            |
| Securus           | \$13,901,751<br>150              | \$27,540<br>2                  | \$21,600,000<br>64 | 216            |
| Telmate           | \$13,198,950<br>142              | \$2,400,000<br>125             | \$25,200,000<br>75 | 342            |
| Unisys            | \$12,941,828<br>140              | \$0<br>0                       | \$15,480,000<br>46 | 186            |

10/21/2013 Requested Update with Consideration for FCC Order

| FCC Cost Proposal Impact Submission |   |  |  |
|-------------------------------------|---|--|--|
| Offeror                             | Commission Rate by Year                         | Financial Incentive By Year                                | MMG by Year  |
| CenturyLink                         | Yr 1 - 71.8%<br>Yr 2 - 71.8%<br>Yr 3 - 71.8%    | Yr 1 - \$350,000   | Yr 1 - \$550,000<br>Yr 2 - \$550,000<br>Yr 3 - \$550,000 |
| Global Tel*Link                     | Yr 1 - 82.0%<br>Yr 2 - 77.0%<br>Yr 3 - 72.0%    | Yr 1 - \$1,000,000<br>Yr 2 - \$500,000<br>Yr 3 - \$250,000 | Yr 1 - \$608,000<br>Yr 2 - \$575,000<br>Yr 3 - \$533,000 |
| Securus                             | Yr 1 - 81.1%<br>Yr 2 - 81.1%<br>Yr 3 - 81.1%    | Net Present Value of \$21,600,000                          | Yr 1 - \$600,000<br>Yr 2 - \$600,000<br>Yr 3 - \$600,000 |
| Telmate                             | Yr 1 - 77.0%<br>Yr 2 - 77.0%<br>Yr 3 - 77.0%    | \$2,400,000 for 3 years                                    | Yr 1 - \$700,000<br>Yr 2 - \$700,000<br>Yr 3 - \$700,000 |
| Unisys                              | Yr 3 - 76.05%<br>Yr 2 - 76.05%<br>Yr 3 - 76.05% | \$0  | Yr 1 - \$430,000<br>Yr 2 - \$430,000<br>Yr 3 - \$430,000 |

| FCC Cost Proposal Impact Review |                               |                                |                    |                |
|---------------------------------|-------------------------------|--------------------------------|--------------------|----------------|
| Points Allocation               | 150 pts                       | 125 pts                        | 75 pts             | 300 pts        |
| Offeror                         | Effective Rate Impact - 3 Yrs | Financial Incentive Over 3 Yrs | MMG Impact 3 Yrs   | Awarded Points |
| CenturyLink                     | \$12,307,592<br>133           | \$350,000<br>18                | \$19,800,000<br>59 | 210            |
| Global Tel*Link                 | \$13,198,950<br>142           | \$1,750,000<br>91              | \$20,592,000<br>61 | 295            |
| Securus                         | \$13,801,751<br>150           | \$27,540<br>2                  | \$21,600,000<br>64 | 216            |
| Telmate                         | \$13,198,950<br>142           | \$2,400,000<br>125             | \$25,200,000<br>75 | 342            |
| Unisys                          | \$13,036,106<br>141           | \$0<br>0                       | \$15,480,000<br>46 | 187            |

Post-Supplier Presentation - Reflects Supplemental Proposal

| Post-Presentation Submissions |  |  |  |
|-------------------------------|--|--|--|
| Offeror                       | Commission Rate by Year                      | Financial Incentive By Year                                | MMG by Year  |
| CenturyLink                   |  |  |  |
| Global Tel*Link               | Yr 1 - 82.0%<br>Yr 2 - 77.0%<br>Yr 3 - 72.0% | Yr 1 - \$1,000,000<br>Yr 2 - \$500,000<br>Yr 3 - \$250,000 | Yr 1 - \$608,000<br>Yr 2 - \$575,000<br>Yr 3 - \$533,000 |
| Securus                       | Yr 1 - 85.1%<br>Yr 2 - 85.1%<br>Yr 3 - 85.1% | Yr 1 - \$1,000,000<br>Yr 2 - \$500,000<br>Yr 3 - \$500,000 | Yr 1 - \$900,000<br>Yr 2 - \$900,000<br>Yr 3 - \$900,000 |
| Telmate                       | Yr 1 - 77.0%<br>Yr 2 - 77.0%<br>Yr 3 - 77.0% | \$2,400,000 for 3 years                                    | Yr 1 - \$700,000<br>Yr 2 - \$700,000<br>Yr 3 - \$700,000 |
| Unisys                        |  |  |  |

| Post-Presentation Submission |                               |                                |                    |                |
|------------------------------|-------------------------------|--------------------------------|--------------------|----------------|
| Points Allocation            | 150 pts                       | 125 pts                        | 75 pts             | 300 pts        |
| Offeror                      | Effective Rate Impact - 3 Yrs | Financial Incentive Over 3 Yrs | MMG Impact 3 Yrs   | Awarded Points |
| CenturyLink                  |                               |                                |                    |                |
| Global Tel*Link              | \$13,198,950<br>136           | \$1,750,000<br>91              | \$20,592,000<br>48 | 275            |
| Securus                      | \$14,587,411<br>150           | \$2,000,000<br>104             | \$32,400,000<br>75 | 329            |
| Telmate                      | \$13,198,950<br>136           | \$2,400,000<br>125             | \$25,200,000<br>58 | 319            |
| Unisys                       |                               |                                |                    |                |

BAFO Request as Issued on

| BAFO Cost Proposal Submission |                         |                             |                  |
|-------------------------------|-------------------------|-----------------------------|------------------|
| Offeror                       | Commission Rate by Year | Financial Incentive By Year | MMG by Year      |
| CenturyLink                   |                         |                             |                  |
|                               | Yr 1 - 82.0%            | Yr 1 - \$2,000,000          | Yr 1 - \$625,000 |
|                               | Yr 2 - 77.0%            | Yr 2 - \$500,000            | Yr 2 - \$625,000 |
| Global Tel*Link               | Yr 3 - 72.0%            | Yr 3 - \$500,000            | Yr 3 - \$625,000 |
|                               | Yr 1 - 85.1%            | Yr 1 - \$1,000,000          | Yr 1 - \$900,000 |
|                               | Yr 2 - 85.1%            | Yr 2 - \$500,000            | Yr 2 - \$900,000 |
| Securus                       | Yr 3 - 85.1%            | Yr 3 - \$500,000            | Yr 3 - \$900,000 |
|                               | Yr 1 - 82.0%            | Yr 1 - \$1,000,000          | Yr 1 - \$725,000 |
|                               | Yr 2 - 82.0%            | Yr 2 - \$1,000,000          | Yr 2 - \$725,000 |
| Telmate                       | Yr 3 - 82.0%            | Yr 3 - \$1,000,000          | Yr 3 - \$725,000 |
| Unisys                        |                         |                             |                  |

| Points Allocation | BAFO Cost Proposal Review     |                                |                  |                |
|-------------------|-------------------------------|--------------------------------|------------------|----------------|
|                   | 150 pts                       | 125 pts                        | 75 pts           | 300 pts        |
| Offeror           | Effective Rate Impact - 3 Yrs | Financial Incentive Over 3 Yrs | MMG Impact 3 Yrs | Awarded Points |
| CenturyLink       |                               |                                |                  |                |
|                   |                               |                                |                  |                |
| Global Tel*Link   | \$13,198,950                  | \$3,000,000                    | \$22,500,000     |                |
|                   | 136                           | 125                            | 52               | 313            |
|                   |                               |                                |                  |                |
| Securus           | \$14,587,411                  | \$2,000,000                    | \$32,400,000     |                |
|                   | 150                           | 83                             | 75               | 308            |
|                   |                               |                                |                  |                |
| Telmate           | \$14,056,025                  | \$3,000,000                    | \$26,100,000     |                |
|                   | 145                           | 125                            | 60               | 330            |
| Unisys            |                               |                                |                  |                |

**EXHIBIT 5**



## NOTICE OF INTENT TO AWARD

**Form must be posted to the GA Procurement Registry (GPR)**

Solicitation Title/Event Name: Inmate Telephone Service

Solicitation No/Event ID: 46700-GDC0000609

Solicitation Close/ Event End Date: September 19, 2013

Notice of Intent to Award Posting Date: May 1, 2014

Issuing Officer: Janet Pytelewski

Issuing Officer Contact Information: 404-656-5361/janet.pytelewski@doas.ga.gov

The State intends to award a contract to the apparent successful offeror(s). The Notice of Intent to Award should not be considered as a binding commitment by the State. Inquiries should be addressed to the Issuing Officer. Although the State will provide the reason(s) an offeror was not successful in accordance with Georgia law, please note that the reasons listed beside the names of the unsuccessful offeror(s) should not be interpreted as an exhaustive list. NOTE: In the event any of the following is applicable, then all identified award amounts (if any) are estimates only: (1) this is an open agency contract and/or (2) the state entity has identified primary/secondary awardees.

| APPARENT SUCCESSFUL OFFEROR(S)         | AWARD AMOUNT  |
|--|---|
| Telmate, LCC                           | <b>Open Contract Estimated Amount Est.</b><br><b>\$35,000,000</b> |
|  | Select One  |
|  | Select One  |
|  | Select One  |
| UNSUCCESSFUL OFFEROR(S)                | REASONS   |
| CenturyLink Public Communications Inc. | Not Highest Scoring Proposal (for RFP only)                       |
| Global Tel*Link Corporation            | Not Highest Scoring Proposal (for RFP only)                       |
| Securus Technologies, Inc.             | Not Highest Scoring Proposal (for RFP only)                       |
| Unisys Corporation                     | Not Highest Scoring Proposal (for RFP only)                       |
|  | Select One  |

Authorized Signature: *Janet Pytelewski*