

C-13-0335

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CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Inmate Phone System
Bid No. 12-273**

**Inmate Calling Solutions, LLC d/b/a ICSolutions
2200 Danbury Street
San Antonio, TX 78217
866-228-4040**

**LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this ____ day of _____ 2013, by and between Inmate Calling Solutions, LLC d/b/a ICSolutions, a California limited liability company, (hereinafter called "Contractor"), and the **County of Lancaster, Nebraska**, a political subdivision of the State of Nebraska, (hereinafter called "the County"). The parties' respective addresses are set forth on the signature page.

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

RFP – Inmate Phone System, Bid No. 12-273 (hereinafter called the "RFP");

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the most appropriate responsible bidder for the said RFP for the sum or sums named in the Contractor's Proposal/Response (hereinafter called the "RFP Response"), a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to County by Contractor, for the exclusive right granted by County to the Contractor for the provision of services hereunder, and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The County agrees to grant to the Contractor, for the performance of the Work embraced in this Contract, access to, and the exclusive right to perform the Work within, County's premises located at: 3801 SW "0" Street, Lincoln, NE 68528 (hereinafter called the "Facility"). The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of this Contract, any Attachments hereto, the RFP and any Addendums, the RFP Response, Instructions to Proposer, Insurance requirements, Sales Tax Exemption Form 13 and Surety and Performance Bond (hereinafter collectively called the "Contract Documents"); and (d) execute and complete all work included in and covered by the County's award of this Contract to the Contractor (hereinafter such items (a) thru (d) collectively called the "Work"), such award being based on the acceptance by the County of the Contractor's RFP Response. If the County designates an agent to act on the County's behalf (hereinafter called "Designated Agent"), Contractor shall follow the County's direction in working with such Designated Agent.
2. Contract Term: This Contract shall be effective upon the last date of signature by both parties (hereinafter called the "Effective Date"). The initial term of the Contract shall be a four (4) year term (hereinafter called the "Initial Term") with the option to renew for one (1) additional four (4) year term (hereinafter called the "Renewal Term") upon mutual agreement by all parties.
 - 2.1 The compensation terms in this Contract shall be firm for the duration of the Initial Term and Renewal Term unless mutually agreed upon by both parties and via the amendment process.
 - 2.2 In the event of a renewal of the Contract, all terms, conditions and provisions of the original Contract, including commission percentages and Minimum Annual Guarantee amount,

shall remain the same and apply during the renewal period unless mutually agreed upon via the amendment process.

3. Compensation: The Contractor agrees to pay to County, as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract Documents and designated above, payment thereof to be made in the manner provided by the County:
 - 3.1 Contractor shall pay the County 70.1% commission on all gross revenue generated from calls made by and through the proposed Inmate Telephone System (hereinafter called "ITS") throughout the Initial Term of this Contract. Thereafter, should the County and Contractor agree to enter into the Renewal Term, Contractor shall increase the commission percentage to the County to 74.1% for the Renewal Term.
 - 3.1.1 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 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/ INTRAsate, INTRAlata/INTERsate, INTERlata/INTRAsate, INTERlata/INTERsate 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.
 - 3.1.2 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, Local Exchange Carriers (hereinafter called the "LEC") adjustments or any other Contractor expense.
 - 3.1.3 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 Facility shall be approved by the County prior to implementation. The County and Contractor shall mutually agree on the method for compensation associated with the additional charges/fees due to the County.
 - 3.1.4 Any charges/fees added to the called party's bill without the express written consent of the County 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.
 - 3.1.4.1 The County shall notify Contractor of any unapproved additional fees and/or charges of which the County becomes aware of and shall provide Contractor with an invoice for the total fine due, for which Contractor shall remit payment to the County within thirty (30) days.
 - 3.1.4.2 Should the County and Contractor mutually agree that the charges/fees will remain, the County and Contractor shall mutually agree on a method for compensation.
 - 3.1.4.3 Should the County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
 - 3.1.5 Notwithstanding the foregoing, Gross Revenue does not include:
 - 3.1.5.1 Pre-Paid Collect fees. Pre-paid collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with Contractor to accept calls. All pre-paid collect fees shall be approved by the County and are subject to the penalty defined above if not approved by the County in advance.
 - 3.1.5.2 Billing Statement fees. Billing statement fees are defined as fees tariffed by Contractor and charged to called parties for processing a collect call on a LEC telephone bill. All billing statement fees shall be approved by the

- County and are subject to the penalty defined above if not approved by the County in advance.
- 3.1.5.3 Carrier Access Fees. Carrier Access fees are defined as fees tariffed by Contractor and charged to called parties. All carrier access fees shall be approved by the County and are subject to the penalty defined above if not approved by the County in advance.
 - 3.1.5.4 Required regulatory charges and taxes that are intended to be paid by the called or calling party and then remitted 100% by the billing party to the appropriate governmental agency.
 - 3.1.5.5 A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by the County shall not generate revenue or compensation for Contractor and shall not be commissionable to the County. Only those numbers designated by the County on the free call list shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to the County. The County reserves the right to enter a free number in the ITS as deemed appropriate by the County and without the assistance of Contractor.
 - 3.1.5.6 Promotional calls are not commissioned to Contractor and shall be limited to 1 per unique telephone number every 30 days. The frequency and/or duration of promotion calls shall be configurable at a frequency and/or duration acceptable to the County. Promotional calls shall be designated as such in the call detail records.
 - 3.1.6 A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party. Such connection shall only be established by positive acceptance. The call shall be deemed complete and commissionable regardless if Contractor can bill or collect revenue on the call.
 - 3.1.7 Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided.
 - 3.1.7.1 Contractor may, upon request from the County, utilize the onsite commissary provider to distribute and charge for inmate telephone services, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted. In the event the commissary provider collects and remits taxes for inmate telephone services, Contractor is solely responsible for obtaining a resale certificate from the commissary provider. Contractor is responsible for obtaining all proper documentation from the commissary provider. Contractor's agreement with the commissary provider shall address the requirements set forth in this section.
 - 3.1.8 It is expressly understood that the County is not responsible in any way, manner or form for any of Contractor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to Contractor's services.
 - 3.1.9 Commission for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable under Section 3 – Compensation.
 - 3.1.9.1 On or before the 5th business day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit

- purchase or usage report to the County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- 3.2 For the Initial Term of this Contract, on behalf of the County, Contractor shall remit payment of general invoices, submitted by the County, up to \$50,000.00 (hereinafter called the "Signing Bonus").
 - 3.2.1 Said invoices shall be due within thirty (30) days of Contractor's receipt of invoice.
 - 3.2.2 Contractor shall provide County documentation verifying payment of said invoices within the required timeframe.
 - 3.2.3 In the event the County terminates the Contract for convenience within the first 12 months of contract execution, the County shall reimburse the Contractor 50% of the Signing Bonus money paid by the Contractor. The full amount of the Signing Bonus (\$50,000.00) shall be made available to the County's vendor/s of choice immediately upon execution of the Contract by both parties but may be spent throughout the term of the Contract.
 - 3.3 Should County and Contractor agree to enter into the Renewal Term, on behalf of the County, Contractor shall remit payment of general invoices, submitted by the County, up to an additional \$50,000.00 (hereinafter called the "Renewal Term Signing Bonus").
 - 3.3.1 Said invoices shall be due within thirty (30) days of Contractor's receipt of invoice.
 - 3.3.2 Contractor shall provide County documentation verifying payment of said invoices within the required timeframe.
 - 3.3.4 In the event the County terminates the Contract for convenience within the first 12 months of the Renewal Term, the County shall reimburse the Contractor 50% of the Renewal Term Signing Bonus money paid by the Contractor. The full amount of the Signing Bonus (\$50,000.00) shall be made available to the County's vendor/s of choice immediately upon execution of the Renewal Term by both parties but may be spent throughout the term of the Contract.
 - 3.4 During the Initial Term of this Contract, Contractor shall pay the County a Minimum Annual Guarantee (hereinafter called the "MAG") in the amount of \$320,000.00 for each 12-month period of this Contract, beginning on the first day of call processing (hereinafter called the "Anniversary Date"). The MAG shall be prorated for any applicable partial year periods. Thereafter, should the County and Contractor agree to enter into the Renewal Term, Contractor shall increase the MAG to \$340,000.00 for each 12-month period of the Renewal Term.
 - 3.3.1 If the total commissions paid to the County for any 12-month period is less than the MAG, Contractor shall pay the County the difference on or before the 25th day of the month following the Anniversary Date. For any partial year periods, any amounts due to the County under the MAG shall be calculated at the end of the partial year period by adding the total commissions paid to the County for the partial year period and subtracting this total from the prorated MAG.
4. Rate Requirements:
- 4.1 Contractor shall provide the required calling rates specified in Attachment C—Calling Rates and Fees, and be in compliance with Nebraska laws and applicable regulations.
 - 4.2 Before any new calling rate increases or decreases are implemented, Contractor shall submit a written request to receive approval from the County. The County will respond in writing to Contractor's request.
 - 4.2.1 If Contractor decreases the calling rates without the written approval of the County, Contractor shall be responsible for paying commissions on the Gross Revenue calculated by applying the calling rates prior to the unapproved change.
 - 4.2.2 If Contractor increases the calling rates without the express written approval of the County, Contractor shall be responsible for paying commission on the Gross Revenue calculated by applying the increased rates. Contractor shall also issue refunds to all overcharged end-users or inmates within five (5) business days. A list of the issued credits shall be provided to the County as documentation. The County will not issue a refund of commission paid to Contractor for unapproved

rate increases. If Contractor is unable to issue refunds and/or provide the required documentation, Contractor shall issue a payment to the County as concession. The payment amount shall be in the amount of Contractor's portion of the Gross Revenue generated from the overbilled calls.

- 4.3 Contractor shall implement any rate adjustments requested by the County within ten (10) calendar days of said request, subject to regulatory approval.
- 4.4 Contractor shall calculate the raw duration of each inmate telephone call in seconds based on the time the call is accepted and the time the call is terminated by the ITS (hereinafter called the "Duration Rounding"). For calls where the duration is at least ten (10) seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the calling rates are applied.
- 4.5 During the call rating process, Contractor shall round the raw calculated call amount to the nearest hundredth decimal place (up or down) using normal accounting practices (hereinafter called the "Calling Rate Rounding").
- 4.6 For call rating purposes, mileage calculations shall be completed using airline distance between serving wire centers associated with the originating and terminating points of a call (hereinafter called the "Mileage Rounding"). The servicing wire centers shall be determined by the area codes and exchanges of the origination and destination points. The formula for calculating airline distance is as follows; "V" and "H" coordinates shall be obtained for the wire centers serving Contractor and the destination point.

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

- 4.7 Should the number resulting from the formula be a fraction, Contractor shall round the fraction value to the next higher whole number.

5. Payment and Reporting:

- 5.1 Contractor shall provide monthly commission payments and traffic detail reports to the County on or before the 25th day of the month following the traffic month.
 - 5.1.1 Contractor shall send payments via wire transfer.
 - 5.1.2 Contractor shall send the traffic detail reports electronically in an exploitable format.
- 5.2 Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre-paid and debit calls down to the inmate level and for each inmate telephone at the Facility:
 - 5.2.1 Facility Name;
 - 5.2.2 Facility Identification Number/Site Identification Number;
 - 5.2.3 Facility Address (Street, City, State and Zip);
 - 5.2.4 Automatic Number Identifier;
 - 5.2.5 Inmate Telephone Station Port/Identifier;
 - 5.2.6 Inmate Telephone Location Name;
 - 5.2.7 Local Call, Minutes, Gross Revenue and Commission (per inmate telephone);
 - 5.2.8 INTRAlata/INTRAsate Call, Minutes, Gross Revenue and Commission (per inmate telephone);
 - 5.2.9 INTERAlata/INTRAsate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
 - 5.2.10 INTRAlata/INTERstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
 - 5.2.11 INTERAlata/INTERstate Calls, Minutes, Gross Revenue and Commission (per inmate telephone);
 - 5.2.12 International Calls, Minutes Gross Revenue and Commission (per inmate telephone);
 - 5.2.13 Commission Rate (%);

- 5.2.14 Total Calls, Minutes, Revenue and Commission Amount (per inmate telephone); and
- 5.2.15 Traffic Period and Dates.
- 5.3 Contractor shall provide monthly system platform Call Detail Records (hereinafter called the "CDRs") and billing files to the County no later than the 25th day of the month following the month of traffic.
- 5.4 The billing files shall contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall include, without limitation, the following fields:
 - 5.4.1 Record ID;
 - 5.4.2 Facility Name;
 - 5.4.3 Facility ID;
 - 5.4.4 From ANI;
 - 5.4.5 To ANI;
 - 5.4.6 Batch Number/ID;
 - 5.4.7 Seconds;
 - 5.4.8 Revenue Period;
 - 5.4.9 Date (yymmdd);
 - 5.4.10 Connect Time (hhmmss);
 - 5.4.11 Billable Time (mmmmss);
 - 5.4.12 Multiple Rate Indicator;
 - 5.4.13 Personal Identification Number Digits;
 - 5.4.14 Originating City;
 - 5.4.15 Originating State;
 - 5.4.16 Bill City;
 - 5.4.17 Bill State;
 - 5.4.18 Rounded Bill Time Indicator;
 - 5.4.19 Bill Number;
 - 5.4.20 LATA ID;
 - 5.4.21 Settlement Code;
 - 5.4.22 Message Type;
 - 5.4.23 Charge Amount;
 - 5.4.24 Additional Fees and Line Surcharges;
 - 5.4.25 Specialized Calling Indicator;
 - 5.4.26 Validation Indicator;
 - 5.4.27 Tax Exempt Indicator;
 - 5.4.28 Rate Period; and
 - 5.4.29 Rate Class.
- 5.5 The raw CDRs shall contain all calls (both attempted and completed), and inbound voicemail messages and voicemail retrievals (if applicable), which originate from the Facility for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include, without limitation, the following fields:
 - 5.5.1 Facility Name;
 - 5.5.2 Facility ID;
 - 5.5.3 From ANI;
 - 5.5.4 To ANI;
 - 5.5.5 Batch Number / ID;
 - 5.5.6 From City;
 - 5.5.7 From State;
 - 5.5.8 To City;
 - 5.5.9 To State;

- 5.5.10 Station ID;
 - 5.5.11 Phone Name or Location;
 - 5.5.12 Inmate ID;
 - 5.5.13 Personal Identification Number;
 - 5.5.14 Pre-Paid Card ID;
 - 5.5.15 Revenue Period;
 - 5.5.16 Call Start (yymmdd; mmss);
 - 5.5.17 Call End (yymmdd; mmss);
 - 5.5.18 Seconds;
 - 5.5.19 Call Type (e.g. local, etc.);
 - 5.5.20 Bill Type (e.g. free, collect, etc.);
 - 5.5.21 Cost;
 - 5.5.22 Tax;
 - 5.5.23 Validation Result;
 - 5.5.24 Termination Reason;
 - 5.5.25 LIDB Status; and
 - 5.5.26 Completion Indicator.
- 5.6 The CDRs shall be stored in a minimum of two (2) locations to avoid any possibility of CDRs being lost.
- 5.7 Commission discrepancies shall be resolved by Contractor, and to the County's reasonable satisfaction, within thirty (30) days of receipt of discrepancy notification from the County or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described in Section 5.8 and/or the Contract may be terminated at the sole discretion of the County. The County further retains the right to pursue any other legal remedies it deems necessary.
- 5.8 Commission payments, traffic detail reports, billing files, CDRs and/or reports not containing the required fields, received by the County after the date specified in Section 5—Payment and Reporting are subject to late charges and/or fines.
- 5.8.1 Late charges and/or fines for commission payments shall be equal to 5% per month of the commission due.
 - 5.8.2 Late charges and/or fines for reporting shall be a fee of \$750.00 per month for each report not received by the 25th day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
 - 5.8.3 If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.
6. Reconciliation:
- 6.1 From the Effective Date of the Contract and for a period of two (2) years after the termination of the Contract, upon ten (10) business day's written notice, the County shall have the right to examine and/or reconcile Contractor's information (records, data, compensation records) pertaining to the Contract.
 - 6.2 The County requires Contractor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, EMI billing files, pre-paid card sales (if applicable) and associated invoices, debit usage reports and associated invoices and commissioning reports during the term of this Contract.
 - 6.3 The County reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of the County's sole choice.
7. 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.

8. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The Contractor shall require any subcontractor to comply with the provisions of this section.
9. Termination. This Contract may be terminated by the following:
 - 9.1 Termination for Convenience. Either party may terminate this Contract upon sixty (60) days written notice to the other party for any reason without penalty except with respect to partial repayment of the Signing Bonus or Renewal Term Signing Bonus, as set forth in Section 3.2.4, above.
 - 9.2 Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 9.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 9.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 9.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Documents. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) business 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) business days from the date of notice, then the contract shall terminate.
10. 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County'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.
10. Assignment and Mergers:
 - 10.1 The services to be performed under this Contract shall not be assigned, sublet or transferred without thirty (30) days advance written notification to the County and then only upon Contractor's receipt of the County's written consent.
 - 10.2 Upon receipt of the County's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Contractor. However, the County may assign any and/or all of its rights and obligations hereunder without Contractor's written consent but upon the County's written notice thereof to Contractor (1) to any Affiliate; (2) pursuant to any sale or transfer of all or substantially all of its business or assets; (3) pursuant to any merger, acquisition or reorganization; or (4) as part of a bona fide pledge to a third party lending institution of collateral of the assignor's rights hereunder.

- 10.3 If Contractor merges or is acquired by another entity, the following documents shall be submitted to the County:
- 10.3.1 Corporate resolutions prepared by the awarded Contractor and the new entity ratifying acceptance of all of this Contract and its terms, conditions and processes;
 - 10.3.2 New Contractor's Federal Identification Number (FEIN) if applicable; and,
 - 10.3.3 Other documentation requested by the County.
- 10.4 Contractor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Contractor agrees that utilization of a subcontractor to provide any of the products/services in this Contract shall in no way relieve Contractor of the responsibility for providing the products/services as described and set forth herein.
11. Bond and Insurance Requirements:
- 11.1 Contractor shall furnish a Performance Bond in the amount of \$40,000.00 which shall be executed by the Contractor and a corporate surety company authorized to transact business in the State of Nebraska upon the Effective Date of this Contract.
 - 11.1.1 The Performance Bond will be in effect for a period of one (1) year from the Effective Date. The County reserves the right to claim on the Performance Bond in the event that Contractor does not perform according to the Contract terms.
 - 11.2 Contractor shall furnish a Surety Bond in the form of a bond issued by a Surety Company authorized to do business in the State of Nebraska or an Irrevocable Letter of Credit payable to the County at the time this Contract is returned to the County for County Board signatures.
 - 11.2.1 The Surety Bond shall be made payable to the County in the amount of \$40,000.00 and will be retained during the Initial Term and Renewal Term of this Contract.
 - 11.2.2 No personal, cashiers or company checks are acceptable.
 - 11.2.3 The Contract number and/or dates of performance shall be specified on the Surety Bond.
 - 11.2.4 In the event the County exercises its option to extend the Contract for the Renewal Term, Contractor shall be required to maintain the validity and enforcement of the Surety Bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of the Contract renewal.
 - 11.2.5 In the event Contractor does not follow the requirements outlined in Section 5 – Payment and Reporting for payment and Attachment A – Specifications of Inmate Telephone Requirements, and is more than thirty (30) days late on commission payment, the County shall have the right to claim the average monthly commission rate from the Surety Bond.
 - 11.2.5.1 If any Surety Bond money is claimed by the County, Contractor shall guarantee that the full amount of the bond remains in place for the remainder of this Contract.
 - 11.3 Contractor shall furnish a certificate of insurance in accordance with the attached "Insurance Clause to be used for All County Contracts".
12. Software License. All software, systems and technology provided under this Contract including, without limitation, the Enforcer[®] software (hereinafter collectively called the "Systems") are, and shall remain, the sole and exclusive property of Contractor or its licensors. Contractor hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (hereinafter collectively called "Use") the runtime versions of the Systems in performance of this Contract including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and its Facility for which the Work is provided and may not be transferred other than through an authorized assignment of this Contract. Upon the termination hereof, this license and all rights of County to Use the Systems will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Systems or otherwise determine or attempt to determine source code from executable code of any elements of the Systems.

13. No Hire/No Solicit. During the term of this Contract, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform any obligations under this Contract, without the express written consent of the other party.
14. Confidentiality. During the term of this Contract, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Contract (hereinafter collectively called "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Contract. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. The obligations of this paragraph shall survive termination of this Contract for a period of three (3) years.
 - 14.1 This Contract shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.
 - 14.2 Nothing in this Contract shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.
15. The Contract Documents comprise the Contract, and consist of the following:
 - 15.1 This Contract agreement
 - 15.2 Attachment A – Inmate Telephone Requirements
 - 15.3 Attachment B – Facility Information
 - 15.4 Attachment C – Calling Rates and Fees
 - 15.5 Specifications (RFP)
 - 15.6 Addendums
 - 15.7 Accepted Proposal/Response (RFP Response)
 - 15.8 Instructions to Proposers
 - 15.9 Insurance Requirements
 - 15.10 Sales Tax Exemption Form 13
 - 15.11 Surety Bond
 - 15.12 Performance Bond

These Contract Documents form this Contract, and they are as fully a part of this Contract as if hereto attached or herein repeated.

The Contract Documents contain the complete and entire understanding between the parties with respect to the subject matter and may not be altered or amended except in writing, executed, making specific reference to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

{Remainder of page intentionally left blank. Signature page follows.}

IN WITNESS WHEREOF, the Contractor and the County do hereby execute this Contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

ATTEST:

Lancaster County Board of Commissioners

Contract Approved as to Form:

Bryan Deboers
Lancaster County Attorney

De Schan
Best Smeyan
Larry Hudson
Joe Kofler
Ann Hume
Dated: 7/23/13

EXECUTION BY CONTRACTOR

ATTEST:

[Signature]
Witness/Notary

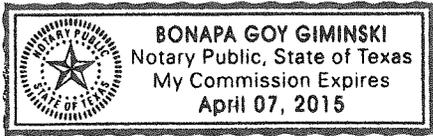
Inmate Calling Solutions, LLC d/b/a ICSolutions
Name of Contractor

2200 Danbury Street, San Antonio, TX 78217
(Address)

By: Brendan Philbin

Brendan Philbin
Duly Authorized Official

Vice President Business Development
Legal Title of Official



ATTACHMENT A—INMATE TELEPHONE REQUIREMENTS

1. CONTRACTOR RESPONSIBILITIES

- 1.1 Contractor shall, without cost to the County, furnish, install and maintain inmate telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility to complete, without limitation, local, long distance, and/or international collect, pre-paid collect, debit and free calls from the Facility.
- 1.2 Contractor shall utilize the Cat5e cabling installed at the Facility. Contractor shall be responsible for providing any additional wiring and cable necessary for the ITS at no cost to the County.
- 1.3 Contractor shall provide managerial and administrative expertise to operate a fully automated telephone service to provide to inmates on a fee/commission basis in accordance with the requirements set forth herein.
- 1.4 The inmate telephone services are to be provided with all applicable state and federal standards relating to inmate telephone service in correctional facilities.
- 1.5 Contractor shall provide all telephone services to the inmates utilizing the ITS in accordance with the requirements and specifications set forth herein.
- 1.6 Contractor shall notify the County of any new software upgrades within thirty (30) days of the introduction of the new software into the market by Contractor.
 - 1.6.1 Contractor shall upgrade the ITS with new software versions and new hardware as required by the County at no cost to the County. Upgrades are to be completed during off-peak hours to ensure minimal disruption of service.
- 1.7 Contractor shall be authorized by the appropriate governing body and/or regulatory agency to be an Inmate Telephone Service Provider.
- 1.8 Contractor employees shall obtain, at the Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facility.
 - 1.8.1 All Contractor employees will comply with the County's policy and procedures.
 - 1.8.2 The County has the right to deny clearance for Contractor employees if they are found to be in violation of the County's policies and procedures.
 - 1.8.3 Entry to the Facility is subject to the approval of the Facility's Superintendent.
 - 1.8.4 A copy of the background checks will be sent to the Facility Superintendent prior to the employee entering the Facility.
- 1.9 Contractor shall provide a single point of contact for all service and commission questions or problems.
 - 1.9.1 Contractor shall provide a toll free number and mobile telephone number for said contact and shall have 24/7 support.
- 1.10 Contractor and every subcontractor or person performing or contracting to perform any duty pursuant to this Contract shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the performance of its Contract, and shall at all times comply with such laws, ordinances and regulations.
- 1.11 It shall be the responsibility of Contractor to perform in compliance with all applicable Federal, State and Local Statutes, Ordinances and codes.

2. EQUIPMENT REQUIREMENTS

- 2.1. Contractor shall provide the County with a key to the phone cabinet to permit examination of the inside of the phone casing.
- 2.2 All phones shall be surface mounted compatible with standard telephone company mountings.
- 2.3 All telephone instruments shall be approved and comply with FCC regulations.
- 2.4 The County may require additional phone installations based on needs in addition to the requirements outlined herein.
 - 2.4.1 If the County requests additional telephone equipment to be installed it shall be understood that the additional equipment will be at no cost to the County.
- 2.5 Contractor shall be required to provide lower-mounted equipment able to provide access for wheelchairs.

- 2.6 A system phone shall be installed by the Contractor in the office of the contract liaison for testing purposes at no cost to the County.

3. ITS AND USER APPLICATION SPECIFICATIONS

- 3.1 The ITS shall provide all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling
- 3.2 The ITS shall be configured to process all or any combination of the following bill types: collect, free, pre-paid collect, debit and/or speed dial.
- 3.3 Contractor shall install the quantity of telephones and additional equipment required by the County as outlined in Attachment B—Facility Specifications.
- 3.4 The inmate telephone sets shall be stainless steel and shall be sturdy, non-coin, vandal resistant and steel armored; the cord length for the inmate telephones is specified in Attachment B – Facility Information.
- 3.4.1 The telephone sets shall be composed of durable, tamper-free materials suitable for a correctional/detention environment with placards containing dialing instructions; the dialing instructions shall be provided in English, Spanish, Vietnamese and any additional languages requested by the County and shall be replaced each time an inmate telephone set is replaced.
- 3.4.2 The telephones shall not contain any removable parts.
- 3.5 Contractor shall provide a sufficient number of telephone/trunk lines to the ITS to allow inmates the opportunity to place calls 99.5% of the time.
- 3.5.1 The County reserves the right to require Contractor to revise its configuration to a 1:1 (telephone to line, port, etc.) ratio should the configuration installed by Contractor result in inmate complaints for busy signals or unavailable prompts.
- 3.5.2 Such configuration changes shall be completed by Contractor at no cost to the County.
- 3.6 The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public.
- 3.6.1 All inmate telephones sets installed shall include volume control.
- 3.6.2 Contractor shall accept the County's reasonable decision regarding whether the reception quality is acceptable.
- 3.7 Call acceptance by the called party shall be accomplished for all collect, debit and pre-paid calls through Dual-Tone Multi-Frequency (hereinafter called "DTMF") confirmation (hereinafter called "Positive Acceptance").
- 3.7.1 Voice recognition is not an acceptable method for positive call acceptance.
- 3.7.2 The ITS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voice mail, cellular telephones, ring-back tones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc.
- 3.8 The ITS shall be configured to monitor the switch hook on the telephone sets.
- 3.8.1 If the switch hook is pushed down or moved from its idle position, the call shall be disconnected immediately and the call prompts shall come on to prevent fraud or unauthorized dialing.
- 3.8.2 Contractor shall assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
- 3.9 With each call, the ITS shall provide an automated message to advise the called party that:
- 3.9.1 That the call is coming from a correctional facility;
- 3.9.2 That the call is coming from a specific inmate at the Facility;
- 3.9.3 That the call "may be monitored and recorded."
- 3.10 With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, free, etc.
- 3.10.1 This recording shall be free of any charges.
- 3.11 The ITS shall be configured to allow an inmate to record their name only once (with the first call attempted). The recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. The ITS shall be configured to allow no more than 2

- seconds be allowed for the inmate to record a name unless otherwise specified by the County.
- 3.12 The ITS shall process calls on a selective basis: English, Spanish and Vietnamese. The inmate shall be able to select the preferred language utilizing a simple code. The ITS shall provide the called party with a choice to select the preferred language for the call prompts. Upon request of the County, Contractor shall provide additional language options at no cost to the County.
 - 3.13 Contractor shall subscribe to the LEC Line Information Screening Data Base (hereinafter called "LIDB").
 - 3.13.1 Contractor shall query this database for each inmate call and process only those calls which do not have Billed Number Screening (hereinafter called "BNS").
 - 3.13.2 Contractor shall assume all responsibilities for the cost and the accuracy of validation.
 - 3.14 For calls that are not able to be completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed.
 - 3.14.1 The County reserves the right to request Contractor modify/revise the recordings at any time at no cost to the County and within thirty (30) days of the request.
 - 3.15 The ITS shall allow all calls to be free from each of the intake/booking inmate telephones.
 - 3.16 Following the dialing sequence, the ITS shall be configured to place the inmate on-hold and not permit the inmate to hear the call progress.
 - 3.17 In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
 - 3.18 The ITS shall program a specific speed dial code to selected numbers as determined by the County and at no cost to the County and without the assistance of Contractor.
 - 3.19 The ITS user application shall allow the County to query the CDRs for inmate activities and calling patterns.
 - 3.19.1 The ITS user application shall allow the following search criteria and filters to be applied to the CDR queries.
 - 3.19.1.1 Inmate Name (First, Last);
 - 3.19.1.2 Inmate PIN;
 - 3.19.1.3 Record Identifier;
 - 3.19.1.4 Date Range (Start Date/Time and End Date/Time);
 - 3.19.1.5 Facility;
 - 3.19.1.6 Called Number;
 - 3.19.1.7 Originating Number;
 - 3.19.1.8 Station Port;
 - 3.19.1.9 Station Name;
 - 3.19.1.10 Call Type;
 - 3.19.1.11 Bill Type;
 - 3.19.1.12 Duration (Minimum and Maximum);
 - 3.19.1.13 Call Amount;
 - 3.19.1.14 Flagged Calls;
 - 3.19.1.15 Monitored Calls;
 - 3.19.1.16 Recording Type;
 - 3.19.1.17 Completion Type;
 - 3.19.1.18 Termination Type;
 - 3.19.1.19 Validation Result;
 - 3.19.1.20 Pre-Paid Card ID Number;
 - 3.19.1.21 Phone Group; and
 - 3.19.1.22 Custom Search.
 - 3.19.2 In addition, the ITS user application shall allow CDR results to be exported in a format selected by the County (.csv, PDF, Excel, etc.).
 - 3.20 The ITS user application shall be equipped with, at a minimum, the following standard reports in addition to the CDRs.
 - 3.20.1 Call Statistics by Date Range;
 - 3.20.2 Frequently Called Numbers;

- 3.20.3 Frequently Used PINs;
- 3.20.4 Commonly Called Numbers;
- 3.20.5 Call Detail Report;
- 3.20.6 Gross Revenue Report by Date Range;
- 3.20.7 Facility Totals and Statistics;
- 3.20.8 Called Party/Number Accepting Report;
- 3.20.9 Fraud/Velocity Report;
- 3.20.10 Total Calls;
- 3.20.11 Calling List Report;
- 3.20.12 Pre-Paid Card Report;
- 3.20.13 Debit Usage Report;
- 3.20.14 Debit Balance and Funding Report;
- 3.20.15 Pre-Paid Card Balance Report;
- 3.20.16 Bill and Call Type Distribution;
- 3.20.17 Phone Usage;
- 3.20.18 Reverse Lookup; and
- 3.20.19 User Audit Trail
- 3.21 The ITS user application shall allow the County to export the reports in a format selected by the County (.csv, PDF, Excel, etc.).
- 3.22 The ITS shall also provide the ability to customize reports in a form mutually agreed upon by the County and/or its Designated Agent and Contractor.
- 3.23 Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall perform remote diagnostics to the ITS to determine if a problem is with the telephone unit, station port, channel, line, etc.
- 3.24 Contractor shall provide accommodations necessary to comply with Americans with Disabilities Act (hereinafter called "ADA") requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing systems and devices that are compatible with Telephone Devices for the Deaf (hereinafter called "TDD").
 - 3.24.1 Contractor shall provide the number of TDD telephones as specified in Attachment B—Facility Information. The County reserves the right to request additional TDD telephones if the need arises, which shall be provided at no cost to the County.
 - 3.24.2 The ITS shall monitor and record calls from the TDD telephones.
- 3.25 The ITS shall offer the called party an option to receive a rate quote during the call acceptance process.
- 3.26 Contractor shall establish an informant line. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by the County.
 - 3.26.1 Contractor shall accept the County's direction for how the informant line is configured through the ITS.
- 3.27 Contractor shall work with the County on the implementation of a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003.
 - 3.27.1 At a minimum, Contractor shall:
 - 3.27.1.1 Route free calls via the ITS to a destination provided and designated by the County, which destination may be the same as that used for the County's informant line.
 - 3.27.1.2 Provide a telephone line at no cost to the County dedicated for the PREA calls to which the calls will be routed as free.
- 3.28 Contractor shall supply, at the County's request, signage/brochures/flyers regarding the ITS and/or Contractor's pre-paid program at no cost to the County.
 - 3.28.1 Contractor shall supply signage/brochures/flyers within ten (10) business days of request by the County.
- 3.29 Contractor's ITS user application shall at a minimum allow:
 - 3.29.1 The creation, modification and deactivation of user accounts;
 - 3.29.2 The creation, modification and deactivation of inmate accounts;
 - 3.29.3 The creation and modification of telephone numbers in the ITS;

- 3.29.4 Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
- 3.29.5 Locating and accessing a specific recording by utilizing a unique recording/call identifier;
- 3.29.6 Block/unblock telephone numbers without the assistance of Contractor; and,
- 3.29.7 Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- 3.30 Contractor shall allow designated users specified by the County to have access to Contractor's service ticketing system for purposes of viewing and tracking service tickets associated with the ITS or Facility.

4. SECURITY FEATURES

- 4.1 The ITS shall prohibit direct-dialed calls of any type.
- 4.2 The ITS shall prohibit access to a line operator for any type of calls.
- 4.3 The ITS shall prohibit access to "411" information service.
- 4.4 The ITS shall prohibit access to 800, 866, 888, 877, 900, 911, and any other 800 and 900 type services.
- 4.5 The ITS shall prohibit access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
- 4.6 The ITS shall prevent call collision and conference calling among telephone stations.
- 4.7 The ITS must be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s).
 - 4.7.1 The County shall be able to shut down the ITS via the ITS user application and/or by cut-off switches at several locations including, but not limited to:
 - 4.7.1.1 At demarcation location-total facility telephones;
 - 4.7.1.2 By central control center-select telephones; and
 - 4.7.1.3 By select housing units-control center.
- 4.8 The ITS shall prevent any inmate telephone from receiving any incoming calls.
 - 4.8.1 Contractor shall work with the LECs to ensure such control.
- 4.9 The ITS shall have the capability to flag and/or terminate a 3-way immediately.
 - 4.9.1 Three-way calls shall be flagged in the CDRs as "three-way call."
- 4.10 The ITS shall have the capability of answer detection.
- 4.11 The ITS shall be capable of denying certain telephone numbers from inmate dialing.
- 4.12 The ITS shall be capable of allowing calls to specified numbers at specified times during the day.
- 4.13 The ITS shall be capable of limiting the length of a call, providing service/prompts at certain times of the day and allowing a maximum number of minutes or seconds per inmate, per month.
 - 4.13.1 The current call time limit for the Facility is specified in Attachment B – Facility Information.
- 4.14 The ITS shall limit the inmate to a single call request.
 - 4.14.1 The ITS shall require the inmate to disconnect the call in progress and initiate another call.
- 4.15 The ITS shall allow the called party to block their telephone number during the call acceptance process.

5. ADDITIONAL TECHNOLOGY

- 5.1 The County reserves the right to implement at a later date the following additional features, in accordance with the Contractor's RFP Response, not implemented during initial installation. Contractor shall provide said additional features within sixty (60) days following receipt of written request from The County and/or its Designated Agent. Implementation of said additional features shall not constitute a modification to this Contract.
 - 5.1.1 Inmate voicemail
 - 5.1.2 Inmate email

- 5.2 Should the County choose to implement the additional features (as defined above), the following shall apply:
 - 5.2.1 Fees defined in Attachment C – Calling Rates and Fees shall apply.
 - 5.2.2 Contractor shall pay commission on the total Gross Revenue generated for the additional features and as defined in Section 3 – Compensation.

6. PERSONAL IDENTIFICATION NUMBER (PIN) APPLICATION

- 6.1 The Personal Identification Number (hereinafter called the “PIN”) application shall work with the ITS using all of the features and functionalities described herein.
- 6.2 The ITS shall provide collect, debit, pre-paid, free, and speed dial calling utilizing a PIN.
- 6.3 The ITS shall, upon request by the County, provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers.
 - 6.3.1 At a minimum, the following reports shall be available for monitoring purposes:
 - 6.3.1.1 Telephone numbers per inmate or identifying number;
 - 6.3.1.2 Calls by PIN or other identifying number.
- 6.4 Contractor shall establish an interface with Facility’s in-house jail management system (hereinafter called the “JMS”) so that inmate PINs are automatically transferred, activated and deactivated in the ITS based on the inmate’s custody status (e.g. newly booked, transferred, released, etc.).
 - 6.4.1 The following requirements will apply relative to the interface:
 - 6.4.1.1 A real-time or near real-time interface with data transfers not to exceed every fifteen (15) minutes.
 - 6.4.1.1.1 At a minimum, the required data to be transferred is as follows:
 - 6.4.1.1.1.1 Inmate PIN (CJIS);
 - 6.4.1.1.1.2 Inmate First and Last Name;
 - 6.4.1.1.1.3 Inmate Housing Location;
 - 6.4.1.1.1.4 Inmate Custody Status (i.e. active/inactive, etc.)
- 6.5 The County currently utilizes a 4-7 digit CJIS number, which is generated via the JMS platform and delivered to the ITS platform, for use of the inmate telephones.
 - 5.5.1 The ITS shall allow for manual input or edit of inmate PINs.
- 6.6 PINS shall not be required for booking/intake phone(s).
- 6.7 The PIN numbers shall be stored in a database that is accessible to designated users, depending upon the user’s password level.
- 6.8 The ITS shall include an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.
- 6.9 The ITS shall document the date/time when an individual PIN entry was added or modified in the ITS and document the user making the change.
- 6.10 The PIN application shall receive, accept and apply or strip alphanumeric characters in an inmate’s ID.
- 6.11 The ITS shall accommodate the following options for how PINs are received and/or generated by the ITS:
 - 6.11.1 JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
 - 6.11.2 The ITS accepts a manually entered PIN.
- 6.12 The ITS shall accept a bulk data import of existing PIN information from the incumbent contractor.

7. **MONITORING AND RECORDING REQUIREMENTS**

- 7.1 The ITS shall allow the County Jail staff, local law enforcement staff, and outside agencies designated by the County to remotely monitor live conversations and to access call recordings for the Facility.
 - 7.1.1 Should the County grant remote access to external users, the ITS shall be able to limit specific user access to CDRs and call recordings.
 - 7.1.2 The provision of remote access shall allow the County the same features and functionalities, permitted by the user's access level, as would be available on a Contractor-provided workstation.
- 7.2 The ITS shall permit full monitoring and recording of all calls from any telephone station within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls, such as attorney-client restrictions.
 - 7.2.1 The ITS shall exclude the recording of those calls.
- 7.3 The ITS shall comprehensively record all calls in the Facility.
 - 7.3.1 At a minimum, the ITS shall play back a recording.
 - 7.3.2 All CDRs, including all attempted and completed calls, shall be stored online for a minimum period of four (4) years and stored offline for a minimum period of three (3) years following the expiration or termination of this Contract.
 - 7.3.3 All call recordings shall be stored online for a minimum period of four (4) years and offline for a period of two (2) years following the expiration or termination of the Contract and any Addenda and/or Amendments.
 - 7.3.4 Contractor shall be responsible for all storage media (CDs, DVDs, flash drives, etc.) at no cost to the County throughout the life of this Contract and the Renewal Term.
- 7.4 Contractor shall pay the County penalties in the amount of \$300.00 per each instance wherein the County suffers one or more lost, unrecoverable or un-useable recording(s). The County 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 County. The County will invoice Contractor and payment shall be due within thirty (30) days of Contractor's receipt of invoice.
- 7.5 Live monitoring shall allow the County to view, at a minimum, the following information in chronological order.
 - 7.5.1 Call Start Time;
 - 7.5.2 Facility;
 - 7.5.3 Phone Location Name;
 - 7.5.4 Inmate Name;
 - 7.5.5 Inmate PIN;
 - 7.5.6 Called Number;
 - 7.5.7 Called City, State;
 - 7.5.8 Call Type;
 - 7.5.9 Bill Type;
 - 7.5.10 Call Status; and
 - 7.5.11 Duration.
- 7.6 The County does not require workstations under this Contract.
 - 7.6.1 Access to the ITS shall be completely web-based.
- 7.7 The ITS shall allow for the manual set up of the monitoring and recording connection on an as needed basis.
 - 7.7.1 The ITS shall allow users to select a particular telephone number, inmate PIN or specific telephone station for recording or monitoring while a call is in progress.
- 7.8 The ITS shall provide alerts for certain calling events and (at a minimum) allowing users to receive or forward a live call to a specified destination.
- 7.9 The ITS shall provide for simultaneous playback of recorded calls as well as continuous audio recording of live conversations.
 - 6.9.1 It is mandatory that the playback of any selected channel can be accomplished while continuing to record all input channels.

- 7.10 The ITS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics.
 - 7.10.1 Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history and other diagnostics.
- 7.11 The ITS shall allow users to email and copy the recorded conversations onto a compact disc (CD/DVD) or other storage medium in audio or MP3/data format with tamper free capabilities.
- 7.12 Time and date entries for each recorded conversation shall be displayed on a per channel basis.
 - 7.12.1 The ITS shall display all conversations in chronological order to facilitate research and playback.
- 7.13 Contractor shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real time call data in the event of a power failure.
- 7.14 The ITS shall allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access to the system.
- 7.15 The ITS shall record calls in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
- 7.16 Contractor shall provide a mechanism and/or router, at no cost to the County, so each remote access computer can connect to the ITS to perform daily activities such as debit entries, monitor live calls, listen to recorded calls, etc. without leaving the Facility's Local Area Network (hereinafter called the "LAN") or without residing on the County's network. If necessary, Contractor shall provide the County with a County-approved firewall to secure the connectivity between the networks. The firewall will be set up and managed by the County.
- 7.17 For the term of this Contract, the County shall have access to all CDRs from all remote access computers, based on the user's access level.
- 7.18 The ITS user application shall transfer/copy/export recordings with no loss in quality and shall place an audio and/or visual date/time stamp with the recording.

8. PRE-PAID/INMATE DEBIT APPLICATION

- 8.1 Contractor shall provide a pre-paid and/or debit application at the Facility, and such application(s) shall include, but not be limited to, the following:
 - 8.1.1 Work with the ITS provided.
 - 8.1.2 Allow for pre-payment to a specific telephone number or an inmate's account.
 - 8.1.3 Provide the inmate with the balance of their debit and/or pre-paid account at the time of the call.
 - 8.1.4 Provide the called party with the balance of their pre-paid collect account at the time of the call.
 - 8.1.5 Allow international calls.
 - 8.1.6 Terminate a pre-paid and/or debit account and issue a refund in a manner specified by the County.
 - 8.1.6.1 Under no circumstances will Contractor be allowed to keep any money deposited in a pre-paid collect and/or debit account upon termination of this Contract between the County and Contractor.
 - 8.1.6.2 All monies shall be returned to the end-user and/or inmate at the termination of the account or six (6) months of no activity, whichever comes first and in accordance with the Nebraska Unclaimed Property act.
 - 8.1.6.4 Contractor shall provide a reconciliation report confirming that unused funds have been transferred to the State of Nebraska.
 - 8.1.7 The debit application shall interface with the commissary provider for ease of transferring money from the inmate's trust fund to the ITS as well as return any remaining funds to the trust fund upon the inmate's release.

- 8.1.7.1 The County shall not be responsible for paying any amounts associated with the required interfaces.
- 8.2 Contractor shall impose a monthly threshold of \$75.00 per unique telephone number (hereinafter called the "Collect Call Threshold"). Contractor shall not decrease the Collect Call Threshold without the County's express written consent, which consent shall not be unreasonably withheld or delayed.
- 8.3 The County requires that upon the occurrence of any of the following: Contract termination or expiration, six (6) months of account inactivity or account refund/closure request from the end-user, any funds remaining in any pre-paid account be refunded, in accordance with the County's direction, to the end-user as appropriate and at no cost to the County. Contractor shall not retain any monies not refunded in the manner specified and shall treat such monies in accordance with the State of Nebraska's unclaimed property laws.
- 8.4 Contractor shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facility.

9. GENERAL MAINTENANCE REQUIREMENTS

- 9.1 Contractor shall provide both on-site and remote monitoring and diagnostic service to the County, twenty-four (24) hours a day, seven (7) days a week.
- 9.2 Contractor shall provide its own or subscribe to the LIDB screening service.
- 9.3 Contractor shall provide all necessary labor, parts, materials, and transportation to maintain all inmate telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the term of this Contract.
 - 9.3.1 No charge shall be made to the County for maintenance of the system.
- 9.4 Contractor shall provide telephone equipment personnel who are fully trained, manufacturer certified and/or qualified on the equipment and software to be serviced.
 - 9.4.1 Maintenance personnel supporting the proposed equipment, services and/or software shall have at least twelve (12) months experience servicing the equipment, services and/or software provided by Contractor.
- 9.5 Contractor shall maintain all inside cable related to the ITS, whether re-used or newly installed.
 - 9.5.1 At the end of the Contract term all cable including re-used or newly installed shall become the property of the County.
- 9.6 Contractor shall provide a single point of contact for handling inmate and public complaints and inquiries.
 - 9.6.1 The single point of contact shall provide a toll-free line for the County and public to inquire about billing, call blocks, etc.
- 9.7 Contractor shall be responsible for providing maintenance and repair; at no cost to the County.

10. MAINTENANCE RESPONSE TIME

- 10.1 Contractor's maintenance personnel shall respond and resolve normal repair requests within four (4) hours from the time of notification and if necessary, be on-site within 4 hours, Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m. CST.
- 10.2 For normal requests on weekends, (from 5:00 p.m. Friday to 8:00 a.m. CST. Monday) and County Holidays, Contractor shall isolate and correct any problems within twelve (12) hours.
 - 10.2.1 In the event a maintenance personnel has responded and the problem cannot be solved within the twelve (12) hour period, Contractor shall contact the Contract Administrator and his/her designee, and propose a plan to correct the problem.
 - 10.2.2 The proposed solution shall meet with the satisfaction and agreement of the County.
- 10.3 Repairs or replacement shall be started by a qualified technician within four (4) hours following notification of a service request or ITS failure.

- 10.3.1 Contractor shall exhibit to the County a best effort approach to completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem.
- 10.3.2 The County shall be notified of progress and or delays in progress until there is resolution of the problem. Contractor shall notify the County and/or its Designated Agent any time a technician will be dispatched to the Facility.
- 10.3.3 Contractor shall supply an on-site visit by a qualified technician certified on the installed equipment, or, the resolution of the problem (hereinafter called the "Response").
- 10.4 A complete and currently updated list of Contractor's/sub-contractor's managers, administrators, technicians, etc. shall be provided to the County.
 - 10.4.1 This includes a complete and currently updated list of business, cellular and beeper numbers.
 - 10.4.2 Contractor's management home and emergency phone numbers shall also be furnished.
- 10.5 No charge shall be made to the County for maintenance of the ITS.
- 10.6 Contractor shall respond to repair requests from the County or its Designated Agent by arriving at the site promptly after reasonable notice has been given on a twenty-four (24) hour a day, seven (7) day a week basis, three hundred sixty-five (365) days a year.
 - 10.6.1 Contractor shall be responsible for resolving reported repairs or replacements within seven (7) calendar days following notification of a service request or ITS failure (hereinafter called the "Cure Period").
 - 10.6.2 Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, Contractor shall incur a daily fine or penalty.
 - 10.6.3 Such daily fine or penalty shall be equal to three hundred dollars (\$300.00) per day for each reported repair or replacement Contractor fails to resolve, and shall be incurred for each day after the Cure Period until each reported repair or replacement is resolved by Contractor.
 - 10.6.3.1 The County shall submit an invoice to Contractor identifying the total amount due for the daily fine or penalty for each reported repair or replacement and Contractor shall remit payment of the invoice within thirty (30) days.
 - 10.6.3.2 Additionally, if any reported repair or replacement is not resolved within the Cure Period, the County shall have the right to terminate this Contract.
 - 10.6.4 Either party shall report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS.
 - 10.6.4.1 Contractor will assume liability for any and all such damages.
 - 10.6.4.2 In addition, Contractor shall ensure that all inmate telephones are operable and maintained at an acceptable level at all times.
 - 10.6.5 All issues surrounding the ITS service shall be reported by Contractor to the County or its Designated Agent promptly.
 - 10.6.6 The ITS shall be updated automatically with local NPA-NXX information on a monthly basis.
 - 10.6.6.1 The County shall not be responsible for manually updating NPA-NXX information.
 - 10.6.6.2 Upon request by the County, Contractor shall supply a list of all NPA-NXXs which are considered to be local.

11. PHONE LINES

- 11.1 Contractor is responsible for coordinating with LECs; installation of all power lines and electrical hookups, installation of equipment, operation and maintenance of equipment, removal and all charges and fees associated with providing the ITS.
 - 11.1.1 This includes but is not limited to, all access lines, monthly line charges, message units, and all other communication costs.
 - 11.1.2 Contractor shall provide a test line for use by the Facility Administrator.

- 11.2 All costs associated with upgrading the equipment to meet applicable state tariff, federal tariff and state utility commission requirements shall be paid by Contractor.
- 11.3 Contractor shall pay all costs associated with upgrading and providing new equipment as new service technology as introduced in the industry.
- 11.4 Contractor shall be FCC registered and approved or exempt, and meet State Utility Commission's minimum requirements.
- 11.5 All changes in present or future telephone services shall be coordinated with the County to ensure that there will not be a negative impact to the installation and that associated cable requirements will not be adversely affected.
 - 11.5.1 All operational maintenance will be provided by Contractor.

12. TRAINING

- 12.1 Contractor shall provide initial onsite training and additional training to the County and outside agency users approved by the County at no cost.
 - 12.1.1 Initial onsite training shall be done for a minimum of 16 hours.
 - 12.1.1.1 The County shall be allowed to split the training in order to train staff on various shifts.
 - 12.1.1.2 Contractor shall make accommodations for more than one training session with shift employees.
 - 12.1.1.3 Training for staff will include a demonstration of all features of the system.
 - 12.1.2 Training following the initial training period will be conducted online or in person on an as-needed basis.
 - 12.1.2.1 Contractor shall allow for up to 4 hours of additional training as requested by the County.
 - 12.1.3 Training manuals shall be provided to the County's staff at all training meetings and will become the property of the County.
- 12.2 Informational pamphlets shall be available for inmates and visitors relative to the applicable features and functions of the ITS, when requested by the County.
- 12.3 Contractor will also provide full documentation for all of the ITS features.

13. TRANSITION

- 13.1 Contractor shall work with the County and/or its Designated Agent to ensure an orderly transition of services and responsibilities under this Contract and to ensure the continuity of the services required by the County.
- 13.2 Upon expiration, termination, or cancellation of the Contract, Contractor shall cooperate in an orderly transfer of responsibilities and/or the continuity of the services required under the terms of the Contract to an organization designated by the County.
 - 13.2.1 Contractor shall provide and/or perform any or all of the following responsibilities:
 - 13.2.1.1 Contractor acknowledges that the call records, recordings, documentation, reports, data, etc., contained in the ITS are the property of the County. Further, the call detail records, recordings, documentation, reports, data, etc. shall be provided to the County by Contractor in a workable, software-compatible format, at no cost to the County within fifteen (15) days following the expiration and/or cancellation of the Contract.
 - 13.2.1.2 Contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by the County.
 - 13.2.1.3 Contractor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of this Contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date.
 - 13.2.1.4 Commissions will be due and payable by Contractor to the County at the compensation rate provided in the Contract until collect, debit and/or pre-paid calls are no longer handled by Contractor.

- 13.2.2 Contractor agrees to remove its equipment at the conclusion of this Contract in a manner that will allow the reuse of wiring/cabling associated with the ITS.

14. PERFORMANCE PROCESS

- 14.1 Contractor shall adhere to the following performance process when upgrading the ITS software and equipment, or performing any changes to the ITS at the Facility.
 - 14.1.1 Any deviation from this process may result in a fine or penalty to Contractor.
 - 14.1.2 Such fine or penalty will be equal to no less than three hundred dollars (\$300.00) per occurrence or equal to any fine imposed by the agency supplying the inmates, whichever is greater.
 - 14.1.3 Contractor shall be notified of the total amount due via written notice from the County. The County will invoice Contractor and payment shall be due within thirty (30) days of Contractor's receipt of invoice.
 - 14.1.3.1 Contractor shall provide the County, thirty (30) days written notice of a change or upgrade to the ITS at the Facility.
 - 14.1.3.2 Contractor shall perform extensive testing on all system changes or upgrades prior to discussing with the County.
 - 14.1.3.2.1 At a minimum, the extensive testing, said changes or upgrades shall include:
 - 14.1.3.2.1.1 Extensive testing on a system identical to the existing system at the Facility;
 - 14.1.3.2.1.2 Analog, data, and circuit testing;
 - 14.1.3.2.1.3 International call testing;
 - 14.1.3.2.1.4 Configuration/setting preservation testing;
 - 14.1.3.2.1.5 Call processing; and
 - 14.1.3.2.1.6 Debit/pre-paid calling.
 - 14.1.3.3 Contractor shall provide written detailed information about the change and/or upgrade, specifically identifying additional features and functionalities said changes will make available to the Facility.
 - 14.1.3.4 Contractor shall receive written notification from the County before scheduling or proceeding with any changes to the ITS at the Facility, especially if the changes will cause an interruption in service.
 - 14.1.3.5 Contractor shall provide the County with written instructions for the inmates of changes to any voicemail prompts or calling procedures.
 - 14.1.3.5.1 Such instructions shall be provided in English, Spanish, Vietnamese and any additional languages requested by the County, and shall be posted throughout the Facility by Contractor.
 - 14.1.3.6 The County, at its option, shall have a minimum of two (2) weeks to notify inmates at the Facility of any ITS changes that are going to specifically affect the inmates.
 - 14.1.3.7 Contractor shall coordinate a convenient time and day with the County to implement the changes or upgrades to the ITS to avoid disruption.
 - 14.1.3.7.1 Contractor shall work with the Facility to schedule the changes or upgrades during a time when the telephones are not being used regularly by the inmates.
 - 14.1.3.8 Contractor shall coordinate the presence of a technician at the Facility on the day of implementation to place test calls and ensure the ITS is functioning correctly.
 - 14.1.3.9 All said changes shall be made by Contractor at no cost to the County.

15. **FULL-TIME ONSITE ADMINISTRATOR**

- 15.1 Contractor shall provide a full-time onsite administrator. Contractor is responsible for ensuring the on-site administrator is on-site from 8:00 a.m. – 5:00 p.m. (CST) Monday - Friday, totaling 40 hours a week, and has a fully configured workstation, email account and access to Microsoft Office (or equivalent) to perform, at a minimum, the duties and responsibilities listed below:
- 15.1.1 Maintain all databases associated with the ITS;
 - 15.1.2 Enter all PINs, blocked numbers and any other new inmate calling information in the ITS;
 - 15.1.3 Research and respond to inmate requests;
 - 15.1.4 Receive and resolve all administrative requests, comments and questions;
 - 15.1.5 On a weekly basis, perform preventative maintenance by reviewing the functionality of the ITS and performing a weekly walk-through of the Facility documenting that each telephone has been inspected;
 - 15.1.6 Upon the County's request, provide the necessary documentation and assistance for investigations;
 - 15.1.7 Upon the County's request, provide monthly activity reports for collect, pre-paid and/or debit calls;
 - 15.1.8 Provide a weekly report, which at a minimum shall include a list of all requests, service tickets and issues and the status of each; and
 - 15.1.9 Any additional ITS related activities specified by the County.
- 15.2 If the on-site administrator position is vacated and not filled by Contractor within fifteen (15) days, Contractor shall pay the County two thousand dollars (\$2,000.00) for every fifteen (15) day period thereafter that the position remains vacant.

16. **INSTALLATION AND IMPLEMENTATION INFORMATION**

- 16.1 Contractor is responsible for installation, replacement, and repair costs of all equipment due to any reason including, but not limited to: vandalism, normal wear and tear, and new installation requests, etc.
- 16.2 Contractor shall obtain permission in writing from the County before proceeding with any work that requires cutting into or through walls, girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fire proofing or moisture proofing, or potentially cause any structural damage.
- 16.3 Contractor shall assume responsibility for the installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- 16.4 Contractor shall agree that in the event of a problem or question of continuity arising during installation of the proposed system, provisions shall be made by Contractor for joint testing of the system by Contractor and the County.
- 16.5 Contractor shall install additional telephones as required by the County.
- 16.5.1 This shall include expansion to existing and new facilities under construction or to be constructed during the term of this Contract.
 - 16.5.2 Any additional telephones installed shall be at no cost to the County.
- 16.6 Installation of all telephone and related equipment shall be accomplished by Contractor or its subcontractors during normal business hours at the Facility or as directed by the Contract Administrator.
- 16.7 Contractor shall appoint an Account Executive (hereinafter called the "AE") who will act as a single point of contact for all inmate telephone-related activities, inquiries, service requests and issues.
- 16.7.1 Contractor will provide a toll free telephone number, mobile number, fax number and email address for inmate telephone service related issues.
- 16.8 Initial and Ongoing Installations
- 16.8.1 For each installation, Contractor shall submit an implementation plan which shall include an installation schedule.
 - 16.8.1.1 Any initial installations shall be completed within sixty (60) days of the Effective Date.

- 16.8.1.2 This implementation plan will become a part of the Contract and shall be followed.
- 16.8.2 Due to Contractor's action(s), if any installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Contractor shall incur liquidated damages in the amount of three hundred dollars (\$300.00) per day for each day beyond the installation date.
 - 16.8.2.1 In no event will natural disasters or acts of God cause Contractor to incur liquidated damages.
- 16.8.3 Should Contractor incur liquidated damages, the County will invoice Contractor.
 - 16.8.3.1 Payment of the invoice shall be made to the County within thirty (30) days of Contractor's receipt of the invoice.
- 16.8.4 Contractor shall be responsible for all costs associated with the ITS, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation.
 - 16.8.4.1 This includes all wiring, new electrical circuit installations, cables, parts, software and physical installation at the Facility.
- 16.8.5 Contractor's ITS shall not be configured to reside on or use the County's network.
- 16.8.6 All telephone equipment provided shall be new and fully operational at the time of the initial installation.
- 16.8.7 Contractor agrees to obtain the County's written approval before making any physical changes such as drilling into walls, floors, ceilings and etc. or any other portion of the Facility.
 - 16.8.7.1 This includes existing, newly constructed or expanded Facilities.
- 16.8.8 Contractor shall install the ITS equipment and software in accordance with the manufacturer's specifications.
- 16.8.9 Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facility are at the risk of Contractor.
 - 16.8.9.1 No exposed wiring will be permitted.
 - 16.8.9.2 Ownership of any wiring or conduit placed under this Contract by Contractor becomes the County's property upon termination and/or expiration of the Contract.
- 16.8.10 Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance (hereinafter called the "EIA/TIA") wiring standards for commercial buildings and shall be approved by the Facility maintenance personnel.
- 16.8.11 Contractor shall provide inmate telephone pedestals for the inmate telephones installed at the Facility.
 - 16.8.11.1 The pedestals shall be of high quality and shall have the durability necessary to withstand the activities of a correctional/detention environment.
 - 16.8.11.2 The pedestals proposed by Contractor are model 104 DT manufactured by GT Enterprises and shall be 54.25" x 16.19" x 10.31".
 - 16.8.11.3 The County may or may not choose to implement the pedestals proposed by Contractor.
 - 16.8.11.3.1 If the County chooses a different model than the Contractor-proposed model, Contractor shall be required to reimburse the County up to \$400.00 per pedestal.
 - 16.8.11.3.2 The County shall provide Contractor with a detailed invoice for the pedestal reimbursement cost prior to the installation of the ITS.

- 16.8.12 Contractor shall install additional inmate and related equipment as well as monitoring and recording equipment as needed, within thirty (30) days of request, at no cost to the County.
- 16.8.13 Contractor shall provide and install, maintain, replace and upgrade adequate surge and lightning protection equipment on all lines used for the ITS and at no cost to the County.
- 16.8.14 Installation of all inmate telephones and related equipment shall be accomplished during normal business hours at the Facility or as otherwise specified by the Facility's Superintendent.
- 16.8.15 Contractor shall clean up and remove all debris and packaging materials resulting from work performed.
 - 16.8.15.1 No on-site equipment, inventory or spare parts shall be stored by Contractor at the Facility.
- 16.8.16 Contractor shall correct any damage to the County's property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- 16.8.17 Contractor shall install, repair and maintain all Contractor provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facility.
 - 16.8.17.1 All Contractor-provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Contractor.
- 16.8.18 Upon completion of the initial installation and any ongoing installations, Contractor shall provide the County and its Designated Agent with a list of telephone numbers, equipment specifications and locations of each device/unit.
- 16.8.19 All telephone equipment shall be powered by the telephone line, not require an additional power source, and shall have an Uninterruptible Power Supply (hereinafter called the "UPS") back-up power. A separate power supply shall not be required. A power source will be available at the demarcation location. Contractor shall provide the UPS back-up power source to ensure there is no loss of recordings or real-time call data in the event of a power failure.

17. IMPLEMENTATION PLAN

- 17.1 Contractor shall provide an installation team that includes a Project Manager who will be available during all phases of the installation and will be responsible for inspecting all areas before work starts and reporting any pre-existing conditions or damage to the County Contract Administrator.
- 17.2 All members of the installation team (including subcontractors) shall have security clearance by the County prior to entering the Facility.
 - 17.2.1 Clearance will normally take approximately three (3) days to complete, and consists of the following:
 - 17.2.1.1 Arrest warrant search to detect any outstanding warrants or recent violent or drug-related crimes or history of such.
 - 17.2.1.2 Contractor shall furnish name, race, sex, date of birth, social security no. and recent address of all proposed employees who will require admittance to the County Facility.
- 17.3 Contractor shall provide the County with an implementation plan, to be approved by the County and included in this Contract.
 - 17.3.1 Contractor, after approval of the implementation plan, shall complete the installation within sixty (60) days of the Effective Date.
 - 17.3.2 The implementation plan shall include a complete schedule of events in narrative and critical path/chart form.
 - 17.3.3 The schedule of events shall include, but is not limited to, all of the following:
 - 17.3.3.1 Delivery of equipment to the site
 - 17.3.3.2 Site preparation
 - 17.3.3.3 Site inspection

- 17.3.3.4 Cabling installation
- 17.3.3.5 Equipment installation
- 17.3.3.6 Software installation
- 17.3.3.7 System testing
- 17.3.3.8 Training
- 17.3.3.9 Cut-over
- 17.3.3.10 Acceptance testing
- 17.3.3.11 System on-line for customer use and system acceptance date.

ATTACHMENT B—FACILITY INFORMATION

LANCASTER COUNTY DEPARTMENT OF CORRECTIONS

3801 SW "O" Street

Lincoln, NE 68528

FACILITY SPECIFICATIONS	
ADP (Based on 2 Currently Open Facilities):	572
Number of Beds:	786
Call Time Limit:	20 Minutes
Hours of Availability for Inmate Telephones:	Booking: 24/7 General Population: 6:30 a.m. – 10:00 p.m.
Inmate Telephones Required	83 lines/jacks, 46 wall mounted phones
Required Telephone Cord Length (Inmate Telephones):	12"-18" (depending on location)
Portable/Cart Phones Required:	13 Jacks 7 Portable Phones
Pedestals Required:	12 Pedestals 2 Phones per Pedestal
TDD Devices Required:	4

ATTACHMENT C—CALLING RATES AND FEES

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE PRE-PAID	
	<u>First Minute</u>	<u>Add'l Minutes</u>	<u>First Minute</u>	<u>Add'l Minutes</u>	<u>First Minute</u>	<u>Add'l Minutes</u>
Local	\$2.50	\$0.00	\$2.50	\$0.00	\$2.50	\$0.00
Intralata/Intrastate	\$4.00	\$0.15	\$4.00	\$0.15	\$3.75	\$0.10
Interlata/Intrastate	\$4.25	\$0.20	\$4.25	\$0.20	\$4.00	\$0.15
Interlata/Interstate	\$4.75	\$0.50	\$4.75	\$0.50	\$4.50	\$0.45
International	\$5.25	\$0.50	\$5.25	\$0.50	\$5.00	\$0.45

CALL TIME LIMIT: 20 minutes

COMMISSION RATE: 70.1% during Initial Term, 74.1% during Renewal Term

FINANCIAL INCENTIVE: Payment of general invoices, submitted by County and on behalf of County in the amount of \$50,000.00 for the Initial Term and an additional \$50,000.00 for the Renewal Term.

MINIMUM ANNUAL GUARANTEE: \$320,000.00 during Initial Term, \$340,000.00 during Renewal Term

APPROVED FEES: \$2.49 Bill Statement Fee: Per month, only in months in which collect calls were accepted
 \$6.95 Pre-Paid Funding Fee: Per phone or website transaction

ADDITIONAL TECHNOLOGY:

Inmate Voicemail: \$1.00 fee per voicemail, \$0.50 commission per voicemail to the County.
 Inmate Email: (see chart below)

Service / Application Name	Fee Amount	Commission Amount
Each Electronic Message with or without Attachment(s)	\$0.40	10%
Each Electronic Message Print	\$0.10	-
Each Attachment – Color Print	\$0.15	-
Each Attachment – Black and White Print	\$0.15	-

SECURE MAIL PACKAGE PRICING		
Email Package	Price of Package	Price per Email
5 Messages	\$1.75	\$0.35
20 Messages	\$5.99	\$0.30
40 Messages	\$9.99	\$0.25

SECURE PHOTO PACKAGE PRICING		
Photo Package	Price of Package	Price per Photo
5 Photos	\$1.75	\$0.35
20 Photos	\$5.99	\$0.30
40 Photos	\$9.99	\$0.25