

CTC COMPANY, INC.

WWW.CITYTELECOIN.COM

Grant E. Oakely
Regional Director of Sales
(Western Division)
(940) 500-0662
grant@citytelecoin.com

November 9, 2020
(Exhibit #6)

REP

LICENSE

PHONE

VIDEO

TARI ETG



WHY CTC?

Since 1986, City Tele-Coin has provided the corrections industry with technology for inmate communications. CTC continues to advance in technology and provide the latest platforms to hundreds of facilities across numerous states. We pride ourselves on customer service. Customer service is key to keeping facilities operating smoothly and all technology working properly.

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Contract



CTC COMPANY, INC.

Brown County Sheriff's Office
1050 W Commerce
Brownwood, TX 76801
Phone: (325) 641-2202
Fax: (325) 641-2481

RE: Inmate Telephone System Bid for Brown County Sheriff's Office

I would like to take the time to express how much of an honor it would be to serve as the Inmate Communications provider at the Brown County Sheriff's Office and Correctional Center. At CTC, we strive to provide the latest technology to our customers. As a family owned business with our own in-house development team, we eliminate the need to rely on third party companies. We write our own software and design our own hardware which gives us the opportunity to customize features to better fit your needs.

Since we develop and design our own software and hardware, we are very flexible in customizing applications such as streaming live church services, customizable education content, or any other applications desired by Brown County.

We provide live operators who will promptly address any and all concerns whether it's the Brown County facility, the customer, or the inmate calling in. With CTC, there is no risk and no need to wonder if you're making the right decision because we are already proven and, unlike many of our competitors, we do not make promises on things we cannot deliver. CTC does not participate in call diversion tactics such as, single pay calls, promotional items, etc. We pay true commissions on ALL usage revenue generated, including interstate calls which is easily monitored and checked on our platform.

Grant Oakley



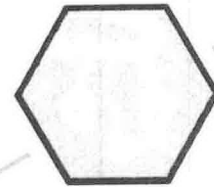
**Commission Rates
Offered to Brown County**

- 65% on ALL Inmate PrePaid Calls
- 60% on ALL Debit Time
- 30% on Messaging
- 30% on Video Visitation
- 30% on Attachments
- 10% on Tablet Media Applications



**Extra Features Included
at NO Cost**

- \$40,000 Bonus
- Earth Class Mail Subscription
- Interface Fee w/ Net Data
- Fast Case Law Library Subscription



Customer Service

- Onsite Training w/ Staff
- 24/7 Technical Support
- Inmate Hotline
- Local Technician

FEATURES



Inmate Telephones



Video Kiosks



Inmate Tablets



Media Applications



Messaging



Video Visitation



Electronic Mail Scanner/Program



Customizable Electronic Forms



Electronic Medical Requests



Law Library



Commissary Ordering



Facility Messaging



Facial Recognition

BROWN COUNTY SHERIFF'S OFFICE
1050 W Commerce Brownwood, TX 76801
(PHONE) 325-641-2202 / (FAX) 325-641-2481

REQUEST FOR PROPOSAL

BROWN COUNTY, TX is requesting proposals for the good(s) and/or service(s) listed below, subject to the terms and conditions of the Request for Proposal and the accompanying specifications.

At the appointed time proposals will be opened in the presence of the Brown County Commissioner's Court. Proposals arriving to the Sheriff's Office after the appointed date and time will be considered late and will not be opened.

ITEMS AND/OR SERVICES:	INMATE TELEPHONE SYSTEM
OPENING DATE:	11/09/2020
OPENING TIME:	9:00 am

VENDOR INFORMATION SHEET

Company Name City Tele-Coin Company, Inc.

Mailing Address 4501 Marlena Street
Bossier City, LA 71111

Email Address grant@citytelecoin.com

Phone Number (940)500-0662

Fax Number (318)746-1214

SIGNATURE

Name & Title Authorized to Sign Bid (Print or Type) GRANT OAKLEY / REGIONAL DIRECTOR OF SALES

Signature Grant Oakley Date 11-2-20

STATEMENT OF QUALIFICATION

The following statements relating to experience and general qualifications of the proposing firm as submitted in conjunction with the Request for Proposal, as part thereof, accuracy of information is guaranteed by the proposing firm and included in the evaluation of the proposals.

Name and Address of Proposing Firm: City Tele-Coin Company, Inc.

4501 Marlana Street

Bossier City, LA 71111

Telephone: (940)500-0662

Fax Number: (318)746-1214

1. Number of years proposer has been in this business: 32 _____
2. Proposing firm must have satisfactorily completed or currently maintained FIVE (5) contracts of similar size in the last five (5) Years.

(a) Facility: Harrison County Jail

Contact Name: Sheriff McCool or Captain Hain

Telephone: (903)923-4000

(b) Facility: Lampasas County Jail

Contact Name: Sheriff Ramos or Captain Brister

Telephone: (512) 556-8255

(c) Facility: Franklin County Jail

Contact Name: Sheriff Jones or Captain Peek

Telephone: (903) 537-4539

(additional 2 references are in TAB 7)

TERMS & CONDITIONS OF THE REQUEST FOR PROPOSAL (RFP)

PREPARATION OF THE RFP

1. Proposing firms are expected to examine any drawings, specifications, terms and conditions, general or special conditions, schedules and all instructions for the purpose of this RFP. Failure to do so will be at the proposer's risk.
UNDERSTAND & COMPLY
2. Each proposer shall furnish the information required in the RFP. The proposer shall print or type their name on the face sheet of the RFP.
UNDERSTAND & COMPLY
3. Erasures or other changes must be initialed by the person signing the RFP.
UNDERSTAND & COMPLY
4. RFP's signed by an agent of the company must be accompanied by evidence of their authority.
UNDERSTAND & COMPLY
5. If unit prices are requested, unit price shall include packing unless otherwise specified. If an error is made in the extension of unit pricing, the unit price will govern. In all cases, the unit cost multiplied by the quantity proposed will determine the extended cost of a line item.
UNDERSTAND & COMPLY
6. Delivery charges are to be prepaid and included the proposed pricing.
UNDERSTAND & COMPLY
7. All items quoted that require utilities shall have local service. Proposer shall submit upon demand, a list of servicing agent's name, address, and phone number.
UNDERSTAND & COMPLY
8. Alternate products for those requested in the bid will not be considered unless authorized by the RFP.
UNDERSTAND & COMPLY
9. The terms, conditions and specifications listed in this proposal constitute the total terms and conditions that will be acceptable. Brown County will not be bound by conditions other than those stated.
UNDERSTAND & COMPLY
10. Quantities shown for each line item are minimal requirements. Brown County reserves the right to purchase additional items against this RFP on an "as needed" basis if pricing remains the same for the period of one (1) year (twelve months) from date of the opening. Brown County reserves the right to issue multiple Purchase Orders by line item(s) at unit prices quoted.
UNDERSTAND & COMPLY
11. Prices quoted shall be firm for a period of ninety (90) days from date of proposal opening.
UNDERSTAND & COMPLY
12. Brown County Government is not subject to taxation. A tax exemption certificate will be provided upon request.
UNDERSTAND & COMPLY

SUBMISSION OF THE RFP

1. The proposal is to be enclosed in a sealed envelope addressed to Brown County Sheriff's Office Attn: Les Karnes-Phone Proposal at the address on the face sheet of the RFP. The

envelope is to include the name and address of the proposing firm and the date and time of the proposal opening. Vendor shall submit One (1) original and Five (5) copies of their proposal.

UNDERSTAND & COMPLY

2. Faxed and/or emailed proposals will not be accepted.

UNDERSTAND & COMPLY

3. All price quotations and related proposal materials must be received in a sealed envelope. Time, date and nature of proposal must be clearly marked on face of sealed envelope.

UNDERSTAND & COMPLY

LATE RECEIPT OF THE RFP

1. The proposal and modifications or withdrawals thereof received after the time set for opening will not be considered.

UNDERSTAND & COMPLY

2. Proposals must be received by the Brown County Jail prior to 5:00 p.m. on the appointed date. Time will be determined by the clock in Brown County Jail and once its agent or their designee determines the time is 5:00 p.m., no other proposals will be accepted.

UNDERSTAND & COMPLY

AWARD OF THE CONTRACT

1. The contract will be awarded to that responsible proposer whose proposal will be most advantageous to Brown County, price and other factors considered.

UNDERSTAND & COMPLY

2. Brown County reserves the right to reject any or all proposals at its sole discretion and to waive informalities and minor irregularities in the proposals received.

UNDERSTAND & COMPLY

3. Brown County may accept any item or groups of items proposed unless the proposer qualifies the proposal by specific limitations. Unless otherwise provided in the schedule, proposals may be submitted for any quantities less than those specified; and Brown County reserves the right to make an award on any item for a quantity proposed at the unit price offered unless the proposer specifies otherwise in the proposal.

UNDERSTAND & COMPLY

4. A purchase order which will be issued to the successful proposer within the time for acceptance specified in the RFP shall be deemed to result in a legal and binding contract without further action by either party.

UNDERSTAND & COMPLY

5. Brown County reserves the right to award this RFP by line item, groups of items, or lump sum RFP, whichever is deemed to be in its best interest.

UNDERSTAND & COMPLY

6. The proposer must state number of business days for completed delivery, after receipt of order (Days ARO). Delivery time quoted after receipt of order (A.R.O.) may be a factor in RFP award.

UNDERSTAND & COMPLY. City Tele-Coin Company, Inc. ("CTC") typically installs the entire telephone and video system within 30 days, as long as the internet provider has no delays.

7. Payment will be made within thirty (30) days after receipt of invoice and/or delivery of materials; whichever is later. Prompt payment discounts will be considered in the evaluation of this RFP.

CTC's system is provided at no cost to Brown County.

8. In compliance with this RFP, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this RFP be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to enter into a written contract, if requested, specifically agreeing to indemnify, protect, defend and hold harmless Brown County Government, it's servants and employees from all claims, suits or demands for payment that may be brought against it arising out of the use of any product or article that becomes a part of an order or contract. Proposer further agrees to indemnify, protect, defend and hold harmless Brown County Government, it's servants and employees from all claims, suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties, or by employees and servants of the undersigned or agents arising out of or in the course of fulfilling an order or contract.

UNDERSTAND & COMPLY

USE OF TRADE NAME/ALTERNATE PRODUCT

1. The use of the name of a manufacturer, brand, model or make used in describing an item does not restrict the proposer to that manufacturer. Others will be considered if they meet or exceed the items specified.

UNDERSTAND & COMPLY

2. All RFP's must meet or exceed the enclosed specifications. Proposer must indicate manufacturer's name, and model number offered. If proposer fails to provide this information, and an award is made, then the proposer shall supply the item(s) as specified. All items supplied by the successful proposer(s) shall be: 1) as per manufacturer's name, model number and description quoted; 2) new and unused; and 3) meet OSHA standards. Remanufactured and/or reconditioned items will be unacceptable. Items delivered not meeting these requirements shall be subject to return and replaced at no additional cost to Brown County Government. Any exceptions to the specifications must be clearly noted and documented. Product literature and manufacturer cut sheets to be included with the RFP for all products quoted other than specified. RFP will be considered incomplete for failing to include required product literature along with RFP and may be rejected.

UNDERSTAND & COMPLY

3. When an alternate manufacturer, brand, model or make is proposed, Brown County will determine if the item proposed does meet or exceed the items as specified.

UNDERSTAND & COMPLY

4. Proposer shall submit sample upon request to properly evaluate product. Sample shall be submitted within five (5) business days of request, and at no additional cost to Brown County.

UNDERSTAND & COMPLY

5. Brown County reserves the right to request any additional information deemed necessary in the evaluation of this RFP. Requested information shall be submitted within five (5) business days from date of request.

UNDERSTAND & COMPLY

6. Brown County and/or federal, state and local agencies must have access to Brown County, documents, papers, and records related to this purchase or contract from the successful vendor(s). This access along with all contract related documents for this RFP award must be available for a minimum of three years from final payment of purchase order and/or contract to comply with federal retention regulations.
UNDERSTAND & COMPLY

GOVERNING LAWS & POLICIES

1. The laws of the State of Texas shall govern this contract, and all obligations of the parties are performable in Brown County, Texas.
UNDERSTAND & COMPLY
2. **LICENCES – PROPOSERS ARE REQUIRED TO HAVE A CURRENT BUSINESS LICENSE AT THE TIME RFP'S ARE SUBMITTED. RFP'S FROM VENDORS WITHOUT A CURRENT BUSINESS LICENSE WILL BE DISQUALIFIED. It is the proposer's responsibility to determine if a Brown County Business License is required.**
UNDERSTAND & COMPLY (SEE TAB 2)

INSURANCE

The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property and from claims for damage to any Brown County property while delivery is being made. A certificate of insurance must be on file in the Purchasing Department before work may begin.
UNDERSTAND & COMPLY

EVALUATION CRITERIA

Proposal evaluations will consider the following criteria:

- Vendor qualification information
- County's past experience with the vendor
- Services offered
- Responsiveness to the Request for Proposal
- References
- Price/Commissions offered
- Compatibility with our RMS
- Compatibility with our commissary provider

UNDERSTAND & COMPLY

INMATE TELEPHONES, VIDEO VISITATION AND TABLET SERVICES REQUEST FOR PROPOSAL

PURPOSE: To establish specifications for inmate telephone and video kiosk/tablet services for the Brown County Jail.

UNDERSTAND & COMPLY

POLICY: It is the policy of Brown County Government to contract for inmate communication products and other related services for the Brown County Jail.

UNDERSTAND & COMPLY

GENERAL SPECIFICATIONS: Brown County Sheriff's Office is requesting proposals for inmate telephones and any additional services to streamline the operations of the Brown County Jail.

UNDERSTAND & COMPLY

INTENT: Brown County intends to contract with a vendor in order to provide telephone and video services for inmates at the Brown County Jail.

UNDERSTAND & COMPLY

SCOPE: The contractor shall provide all labor, supervision, and materials required to install, operate, and maintain all telephone communications equipment necessary for the operation of required telephones, video visitation kiosks/tablets at the specified locations at no charge to Brown County. The contractor shall be responsible for all aspects of the inmate telephone system such as acquisition, installation, operation, service, training, and maintenance. All telephone service related to the inmate telephones and related equipment must be provided at the contractor's own expense and Brown County shall incur no cost for any portion of the installation, service, training, or maintenance throughout the term of the agreement

UNDERSTAND & COMPLY

LENGTH OF CONTRACT: Negotiable.

UNDERSTAND & COMPLY

RESULTING CONTRACT: The contractor acknowledges Brown County can terminate this contract with cause with a written notice presented to the contractor with a minimum of thirty (30) day notice. If the contractor fails to perform up to the conditions of the contract, in Brown County's judgment, Brown County will communicate the problem(s) to the contractor in written form. The contractor will have ten (10) days to rectify the problem(s). If the problem(s) are not corrected or reoccur, Brown County may immediately terminate the contract. The contractor will not be relieved of any obligation of payment of commissions earned up to the date of cancellation. The contractor may be in default or excluded by (but not limited to):

- (i) Failure to pay commissions on time;
- (ii) Failure to provide preventive maintenance on the system;
- (iii) Failure to keep equipment repaired in a timely manner, within twenty-four (24) hours of notification;
- (iv) Charging telephone customers rates in excess of agreed upon rates or above allowable rates as set forth by the FCC.

(v) Other considerations preventing the proper operation of the inmate telephone services.

UNDERSTAND & COMPLY

EQUIPMENT: This request for proposal shall cover the following equipment at the Brown County Jail:

Inmate Telephones	29
TOTAL INMATE PHONES	<u>29</u>
Visitation Phone Pairs	12
Video Visitation Units	
Inmate Units	23
Visitor Units	<u>0</u>
TABLETS/VIDEO KIOSKS	<u>To be</u>
MONEY KIOSKS	<u>considered</u>

The contractor acknowledges that after the initial installation the number of inmate telephones/video kiosks/tablets may be increased or decreased based on need of the facility and industry standards at no cost to the County.

UNDERSTAND & COMPLY

MINIMUM REQUIREMENTS OF INMATE TELEPHONES: The contractor is to provide inmate telephones and related equipment at the specified locations as set forth in this proposal. The inmate telephone system shall only allow prepaid calls except for those telephone numbers designated by the Brown County Sheriff's Office. The system shall allow call blocking to prevent calling to the following:

- 911;
- 800, 888, 900, and other toll free numbers;
- 411 or other directory assistance numbers;
- Sheriff's Office numbers including both office and home telephone numbers of personnel;
- Direct dial long distance services;
- Other telephone numbers at the discretion of the Sheriff's Office.

The system shall allow call passing for free calls to the Local Public Defender, Federal public defender, bail bondsmen, or other numbers at the discretion of the Sheriff's Office. The system shall have call timing to preset the maximum call length time. The system shall have fraud protection against switch calls, credit card calls, directory assistance calls, call forwarding, conference calls, etc. The system shall not be capable of receiving incoming calls. The system

shall be of heavy-duty construction and have equipment designed for the correctional environment. Inmate telephones shall not expose screws, bolts, or other fasteners or any other material which can be removed without special security devices. Vendor shall submit detailed information as to the equipment offered.

UNDERSTAND & COMPLY (SEE TAB 3)

PIN OPERATION: The proposed inmate telephone system shall have the capability to be a PIN based system using a "Prisoner Identification Number" (PIN) for telephone operation. The system shall be designed to operate with or without PINs on a per telephone basis. The PIN system shall have the ability to provide statistical reporting on calls made using the PINs. The contractor shall provide all necessary hardware and software, including any required computer workstations, to access, retrieve, and print statistical information. PINs will be automated with jail management system.

UNDERSTAND & COMPLY (SEE TAB 3)

RECORDING OF CALLS: The inmate telephone/video kiosk system shall have the ability to record all telephone calls placed by inmates in the Brown County Jail for the duration of the term of any contract rewarded. The recording system shall allow for recording, archival, and playback of telephone calls. The contractor shall provide all necessary hardware and software required, to access, retrieve, and playback recorded telephone calls.

UNDERSTAND & COMPLY (SEE TAB 3)

VIDEO VISITATION: The contractor shall provide a Video Visitation system including all components, software, and hardware necessary for the system to function. Please include in your response detailed information as to the system offered.

UNDERSTAND & COMPLY (SEE TAB 4)

Video Technical Requirements and Specifications: The following identifies the minimum requirements of the desired Video Visitation system:

1. Base your proposal on 23 fixed wall mounted units.

UNDERSTAND AND COMPLY

2. The System must be "State of the Art" technology and web based. The architecture shall be expandable to allow future growth.

UNDERSTAND AND COMPLY

3. The System must have the capability to perform real time recording and monitoring of all video visitations during a single session. Proposal should include the storing of recordings up to one year.

UNDERSTAND AND COMPLY

4. The System must have the capability to perform off site visitations to laptops, smart phones, etc without the use of third party entities. Account funding options should be handled solely by the provider and it is not preferred by the County to have the inclusion of 3rd parties for such funding options.

UNDERSTAND AND COMPLY

5. Visitation Units must be constructed of high impact material including a steel lanyard and security grade handset.

UNDERSTAND AND COMPLY

6. Please describe the type of internet connection that will be supplied by the Vendor to

effectively operate the Video System.

CTC will provide the best fiber internet services available in the Brown County area. Payment of fiber to be determined in contract.

7. Please describe types of services, features and account funding options offered on the video units.

UNDERSTAND & COMPLY (SEE TAB 4)

8. It is desired by the County that the bid percentage on all services offered, telephone, video kiosks and Tablets, include the units to be provided at no cost to the County, including installation, training and annual maintenance fees and software upgrades for the term of the agreement.

UNDERSTAND & COMPLY

TABLETS: Brown County is considering the distribution of Tablets for inmate use in the facility. Please include your tablet solution if available. Define your preferred tablet distribution ratios to inmate, charging station options, tablet replacement pricing, features, applications and any associated costs. It is preferred that the funding of media Apps should be separate from the telephone or video visitation options.

UNDERSTAND & COMPLY (SEE TAB 5)

ELECTRONIC MAIL: Brown County is interested in an offsite program to eliminate paper mail that may contain contraband or hazardous materials. It is desired that paper mail be delivered to the vendor, scanned, and sent to the inmate electronically via the video kiosk or tablets. The exclusion of 3rd parties is preferred. Please describe your program and provide at least 3 references currently using this type of mail delivery system.

Company: Earth Class Mail

Forward your mail to our secure processing facility using our virtual addresses and receive high-resolution PDFs that the inmates can access via tablets and kiosks.

Harrison County TX - Cpt. Hain - (903)-923-4000

Ward County TX - Cpt. Lopez - (432)-943-6703

Union County AR - Cpt. Mitchum - (870)-310-2389

MAINTENANCE: The contractor shall provide all maintenance and upkeep of the inmate telephone system, video visitation units and tablets. A twenty-four (24) hour response shall be required on all reported problems. The contractor shall provide a toll free telephone number to report system problems.

UNDERSTAND & COMPLY. Our Support Team can be reached at 1-866-377-7975

DAMAGE TO EQUIPMENT: Brown County shall not be liable for loss, damage, destruction, or misuse of any telephone or video equipment as set forth in this proposal.

Our Hold Harmless as stated in our standard contract:

BROWN agrees to defend, hold harmless, and indemnify CITY from any and all damages, of any nature and kind, caused by BROWN, its agents, employees, or assigns, whether the damage be to the person or property, and shall include but not be limited to attorney fees incurred by CITY in defense of a claim for damages caused by BROWN. Further, specifically, but not limited to any and all damages that are in any way, shape, or form

related to the improper or illegal use by any individual, including but not limited to inmates, of any exposed conduit installed by CITY, whether the damage be to the person or property, including but not limited to attorney's fees incurred by CITY in defense of any such damage or claim for any such damage(s). CITY agrees to defend, hold harmless, and indemnify BROWN from any and all damages, of any nature and kind, caused by CITY, its agents, employees, or assigns, whether the damage be to person or property, and shall include but not be limited to attorney fees incurred by BROWN in defense of claim for damages caused by CITY.

UPGRADES: The contractor shall be solely responsible for required hardware and software upgrades to ensure proper operation of the inmate telephones and video units for the period of the contract and any subsequent extensions. The system must allow Jail personnel the ability to access data from the phone system from any computer in the department.

UNDERSTAND & COMPLY

COMPLIANCE: All installation shall meet applicable federal, state, or local codes. The contractor shall have and maintain insurance to cover general liability to provide the contracted services.

UNDERSTAND & COMPLY

COMMISSIONS: Commissions shall be paid monthly no later than sixty (60) days following the last day of the month in which calls generating the commission were made. All commissions shall be paid by check to Brown County and shall include a report detailing the following:

- Date of report and time period covered;
- Total billed revenue;
- Statement of accuracy signed by representative of contractor;

The contractor shall calculate commissions as a fixed percentage based upon the gross revenues for each telephone. Brown County will bear no responsibility for fraudulent calls or theft of service. Fraudulent, stolen, or lost funds shall not be deducted from revenue paid to Brown County. Brown County will bear no responsibility for unbillable or uncollectible calls or such un-collectibles known as "bad debt".

CTC commissions will be paid out in the following manner:

Remittance and Acceptance – Remittance of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CITY shall remit commission payments to BROWN on a monthly basis on or around the 20th day of each month. Any objection to a commission payment shall be brought to the attention of CITY by way of written notice by BROWN and shall be made within 30 days after receiving said commission payment. Acceptance of said commission payment shall be final and binding if no objections are brought forth within 30 days after receipt thereof.

EACH VENDOR SHALL SUBMIT THEIR COMMISSION OFFERING FOR ALL TRAFFIC TYPES, BASED ON GROSS GENERATED REVENUE INCLUDING PHONES, VIDEO AND TABLETS.

65% on ALL Inmate PrePaid Calls

60% on ALL Debit Time

30% on Messaging

30% on Video Visitation

30% on Attachments

10% on Tablet Media Applications

RATES: Each vendor shall provide a detailed rate table for local, intrastate and interstate calls. Rates for video visitation and Tablet usage shall be included also.

UNDERSTAND & COMPLY (SEE TAB 6)

PROPOSAL INFORMATION: Each vendor submitting a proposal shall include a synopsis of their company including, but not limited to, the following information:

- Company name, address, telephone number, & chief executive officer;
UNDERSTAND & COMPLY (SEE TAB 7)

- Parent company name, address, telephone number, & chief executive officer;
UNDERSTAND & COMPLY (SEE TAB 7)

- Contact person's name, address, & telephone number for purposes of this proposal;
UNDERSTAND & COMPLY (SEE TAB 7)

- Company history, current status, & length of time in business;
UNDERSTAND & COMPLY (SEE TAB 7)

- Qualifications & experience including ability to perform the requested services;
UNDERSTAND & COMPLY (SEE TAB 7)

- Overview of telecommunications experience including inmate telephone services;
UNDERSTAND & COMPLY (SEE TAB 7)

- Company financial statement showing income and earnings for the most recently closed year;
UNDERSTAND & COMPLY (SEE TAB 8)

- Minimum of FIVE (5) inmate telephone accounts currently operational in TX or surrounding states including Center name, address, and contact person & telephone;
UNDERSTAND & COMPLY (SEE TAB 7)

- Sample Contract that the Vendor will propose to the County.
UNDERSTAND & COMPLY (SEE TAB 9)

DESCRIPTION OF SERVICES: Vendors submitting proposals shall detail services to be provided as outlined in this Request for Proposal including technical specifications and equipment. Available options, including those noted in this proposal, shall be submitted along with any alternative proposals offered by prospective vendors.

UNDERSTAND & COMPLY. All descriptions can be found in TABS 3, 4, & 5)

COMPETITIVE PROPOSALS: Proposals shall be by sealed bid and will be opened as to avoid disclosure of contents until all negotiations with prospective vendors have been completed. Upon completion of award all proposals shall be open for public inspection. Negotiations may be conducted with prospective vendors who submit proposals. All vendors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals shall be permitted for the purpose of obtaining the best proposal for the services requested herein. Brown County reserves the right to reject any and all proposals or waive portions thereof and to choose the proposal which best meets the needs and requirements of Brown County and the Brown County Sheriff's Office.

UNDERSTAND & COMPLY

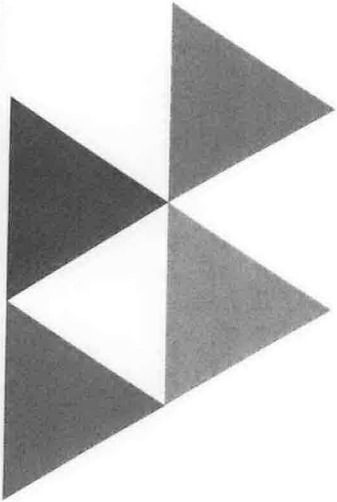
DEMONSTRATIONS: The Brown County Sheriff's Office shall reserve the right to require a thirty (30) day demonstration of services offered. Such demonstration shall be at no cost to Brown County and shall be for the purpose of evaluation of offered services.

UNDERSTAND & COMPLY

PROPOSALS: Proposals shall be submitted in the form as set forth by the County. Vendors shall submit all required forms with proposal.

UNDERSTAND & COMPLY

LICENSES



Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Ruth R. Hughs
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Registration for City Tele Coin Company, Incorporated (file number 801094369), a LOUISIANA, USA, Foreign For-Profit Corporation, was filed in this office on March 04, 2009.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on October 27, 2020.



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State



Franchise Tax Account Status

As of : 10/27/2020 13:45:32

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

CITY TELE COIN COMPANY, INCORPORATED

Texas Taxpayer Number 17210735134

Mailing Address 4501 MARLENA ST BOSSIER CITY, LA 71111-7508

Right to Transact Business in
Texas ACTIVE

State of Formation LA

Effective SOS Registration Date 03/04/2009

Texas SOS File Number 0801094369

Registered Agent Name NATIONAL REGISTERED AGENTS, INC.

Registered Office Street Address 1999 BRYAN ST., STE. 900 DALLAS, TX 75201



INMATE PHONES

REAL-TIME ON-SITE & OFF-SITE ADMINISTRATION
& MANAGEMENT OF YOUR PHONE SYSTEM

Secure, Web-based Platform

User Level Access Security

Accessible 24/7 from any location or handheld device with internet

Effortless On-site & Off-site Site Administration

Complete Phone System Management & Control

Individualized PIN Control

Advanced Call Recording

Live Call Monitoring

Number Alert & Notification Forwarding

Record Storage & Retrieval

Customized Telephone Control

Customizable Call Detail Reports

Real-time Revenue Verification

Live Customer Support

High Level Technical Support & Maintenance

Options for Inmates & End-users

Advanced Technology & Equipment




ONSITE & OFF-SITE SYSTEM MANAGEMENT

Accessible 24/7 from any location or handheld device with internet access, The CTC Phone Manager is a secure, web-based platform that allows single-site, user-level access by only those authorized individuals who have been assigned privileges and specific entry rights into any single site. User-level access is based on a hierarchy scheme in that system features are open to, hidden from, or otherwise locked based on the authorization rights assigned to individual users. CTC offers the ability to create custom Facility Groups which provides the ability to select the features each group can view. Administrative functions of the CTC Phone Manager are dependent exclusively on the user, independent of terminal, point of access, location, or device through which the CTC Phone Manager is accessed.

The CTC Phone Manager requires the user to login as a Site Administrator, Site User, Site User (PINS only) or a custom Facility Group User. Only Site Administrators can control call functionality, have the ability to set up new users, and view real-time revenue reports. Site Users have capabilities much like the Site Administrators but cannot set up a new user, control the inmate phones or view the inmate phone revenue for the facility. Site Users (PINS only) have only two capabilities involving functions of PIN set-up and entry.

Facility Administrators, Investigators, and/or authorized users may access call controls or call records and recordings remotely from locations other than the workstation computer quickly and efficiently in order to perform any or all of the administrative or investigative functions permitted by the individual's security level. The user interface and system functions available via remote access are identical to those of the on-site workstation; all functionality and feature components of the CTC Phone Manager remain the same.

All functions assigned to the individual user are accessible by a single entry password. Access to call controls, administrative functions, call detail records, and call recordings are password protected to prevent unauthorized access. Assigned passwords dictate which features, functions, and data will be accessible to each user. The CTC Phone Manager times out after a short period of inactivity; therefore re-entry into the system requires that the user re-enter their password.



Site Administrators may at any time, from any location, listen to, download, playback recorded calls, view attempted calls, allow and disallow destination numbers and PINs, search for a particular inmate based on various criteria, limit inmate privileges by phone, PIN, destination number, set up alerts, monitor calls in progress, view real time revenue on any phone located within your facility for all call types, view real-time "Top 25s," physically shut off/turn on any telephone located within your facility, and edit user rights.

Changes made inside the CTC Phone Manager are recognized and implemented instantly. Commands and functions of the Site Administrator are tied in directly to our on-site equipment and CTC Phone Manager. Changing a function at your site is as quick as changing it on our server. Changes are made in real-time and there is no delay.

The CTC Phone Manager allows a Site Administrator to operate their inmate phone system via on-line facility access. Phones are listed inside the CTC Phone Manager so that the Site Administrator can easily discern which pod, dorm, and/or area the individual phone belongs to so that parameters may be placed appropriately. Manual on/off switches that control service to all inmate telephones, individually and by area, are installed at the same time as the system.

Inmate Phones may be controlled individually, per pod, dorm, area, and system wide as follows:

- Temporarily suspend selected phones from inmate use
- Program the length of an inmate's conversation (Audible warnings at 90, 60, 30s)
- Restrict inmate calls to particular hours each day
- Schedule inmate calls to particular hours each day
- Apply restrictions based on day and time of day
- Set parameters based on individual phone, pod, dorm, area, destination number, or PIN number

PIN & CALL MANAGEMENT

PINs may be entered automatically into the CTC Phone Manager via batch file from your existing booking system, or CTC can issue a request to our team of supervisors to have the numbers added manually. The Site Administrator, at the time of booking or whenever a number needs to be reissued, creates and assigns PINs from directly inside the CTC Phone Manager for their site. CTC can interface with the existing jail management system so that PINs are automatically populated into the CTC Phone Manager. As soon as an inmate is released from booking, their PIN is automatically deactivated inside the CTC Phone Manager.

CTC offers secondary PINS also known as Passcodes. The inmate can create their own passcode which is entered after their original PIN. The passcode can be changed as many times as the inmate wishes. This feature offers extra security for each inmate and reduces PIN theft in the facility.

The Site Administrator will have the ability to choose the number of digits (1-10) included in an inmate's PIN and may use any unique number, booking ID number or the inmate's social security number as their PIN. The PIN may be stored permanently and can be reactivated if the inmate returns to the facility.

Site Administrators may totally or partially restrict an inmate's calling ability for any specified period of time through the use of PINs. Phone privileges, via the inmate's PIN and for any number of inmates, may be manipulated without affecting the rest of the inmate population. The restrictions can be put in place or removed at any time using the CTC Phone Manager. Restrictions include allow lists and temporary usage suspensions.

The CTC Phone Manager allows for the storage of a pre-recorded name, based on the inmate's PIN. Anytime the inmate places a call from any phone within the facility, it is a function of our system to require that the inmate PIN be entered before a call is processed. The inmate will not be prompted to state his name during a call after his PIN has been properly created; his name is automatically stored and will be relayed to the end-user by the automated operator.

Inmate calls processed by the CTC Phone Manager are subject to the following:

- Call Branding (the name of the facility is announced at the beginning of each call)
- PIN Recognition (the name of the inmate is announced automatically based on PIN)
- Inmates hear music until an end-user positively accepts a call
- Warning Announcements (that call is being recorded, and remaining time for call)
- Connection Delay (acceptance of a call is not allowed until the menu plays through)
- End User Options (Accept/Reject call, hear charges for call, check Prepaid Balance, Replay Menu Options)
- Disallowance of 800/900/Information/Operator Calls
Prefixes of 900, 950, 800, 888, 700, 976, 411, and/or 911 are not accepted. Calls to the operator through dialing 0, and/or 00 are not allowed. Functions of "re-routing" calls via 10xxx and/or 950xxx have been disallowed.
Inmates may elect automated instructions in English or Spanish.

Upon initiating a call, inmates are offered a complete list of options including the following:

- Time of day
- Prepaid Inmate Calling Card balance
- Funds transfer of left over units onto newly purchased prepaid inmate calling card
- Instructions for placing different call types
- Directions on contacting CTC toll free
- Automatic connection to ICE
- Automatic connection to the Commissary

RECORDS

The CTC Phone Manager is powered by a number of extremely powerful servers; simultaneous access into the CTC Phone Manager by an unlimited number of Administrators, Investigators, and/or users at any single time will not degrade call data, bog down any portion of the system, or otherwise prevent normal, streamline operations to continue uninterrupted.

RECORDING

The CTC Phone Manager monitors and records all inmate phone traffic on a 24/7/365 basis. Recording a call starts when the inmate phone is taken off hook and does not end until the inmate phone is placed back on hook. Whether a call is accepted, rejected, treated as inmate hung up, or otherwise terminated or not answered, the call is recorded and stored. Functions for disallowing the recording feature are available but belong exclusively to the CTC Group Administrator. Unless otherwise directed to disallow the recording status of a phone number, the record and live monitor functions will by default be turned on.

STORAGE

Call recordings are stored on record servers in duplicate in that they are stored in two locations, independent of each other. The servers are scheduled to automatically perform self back-ups every 15 minutes, 24/7 – 365. They are structured so that in the event of hard drive failure, data is still retrievable. Recordings may be retrieved from any location or hand held device with internet access and quickly stored locally to a hard drive or any type of recordable media so that permanent storage is achieved. The CTC Phone Manager treats each recording as a sovereign piece of data in that the recording may be saved instantly without prior or full review. Use of a specific hard drive for permanent on-line retention of records is an option available to each site; otherwise, recordings are stored for the life of the contract.

RETRIEVAL

Locating recorded conversation(s) from any location (remote or on-site) is achievable by following two simple steps: (1) Enter the phone number or PIN into its destination text box, and (2) Search. Once you've located a call, you simply click its "actions" box and the conversation will begin to play. Various parameters may be applied to each search, such as date and time, dorm location, etc... Our recordings may be transferred easily to a CD or other medium and replayed at any time on any device with audio capabilities. Recordings do not have to be played in their entirety to be downloaded or transferred. With each download or transfer, our system maintains the following applicable information pertinent to the call/recording: Date, Time, Originating number, Destination number and Inmate PIN. Furthermore, replay of any recorded conversation associated with a selected call record or reporting period may also be initiated from inside a call detail report.

INVESTIGATING

Since all calls are stored on a hard drive at CTC's main facility there is no way to tamper with or edit them. Investigators may transfer an entire call or a portion of a call onto a CD or other device. The entire recording will still be available for court purposes if only a portion of the call is recorded onto a CD. By applying the relevant identifying information automatically to a downloaded recording, the CTC Phone Manager maintains the integrity of the chain of evidence in as much as it relates to functions within the control of CTC. Investigators may also "bookmark" certain parts of a recorded call by providing an area wherein notes on a particular call can be annotated.

MONITORING

Live Monitor is a standard feature of the CTC Phone Manager wherein you may view and monitor all calls currently in progress inside your facility. Parameters may be applied for detailed search criteria such as Location, Destination Type, Call Type, Card ID, Station Number, Destination Number, and/or PIN. Live calls are shown on-screen and include information such as where the inmate phone is located inside the facility, the destination number, an interactive satellite map button which brings the user to the location of the destination number, real-time call duration, as well as other standard call statistics. Calls may be monitored in spy mode (undetectable by either party), whisper mode (alert either party of the monitor), and barge mode (speak with both parties simultaneously). Calls may also be terminated by the user during Live Monitor.

ALERTING

The ability to receive an alert (viewing a number for auto-monitoring) for investigative purposes was designed in our system so that it is user-friendly and simple. Alerts can be made available to any of your staff who have been designated a Site Administrator or as a Site User. As long as you have been assigned administrative rights to set a Destination Number at an "alert" status, you may do so on-site or off-site. The CTC Phone Manager allows an alert to be sent to you whenever an inmate uses his PIN or dials a certain Destination Number, via email, call or text message. Contact upon a "hit" is automatic as soon as a call is placed that falls within the parameters you specified inside the alert system.

REPORTING

The CTC Phone Manager records and stores all aspects of inmate call details on a 24/7/365 basis. Call detail records are collected per facility on a daily basis and disbursed to our billing company and to our accounting department. The CTC Phone Manager records the following information when a call is placed or attempted: Facility from which call was made, Call Date, Call Time, Location call was placed from within facility, From Number of the phone within the facility from where the call was placed, Destination Number, Call Type, Call Rate, Call Duration, Call Charges, Inmate PIN, Call Termination Type. Call detail records are saved in their entirety in at least four locations, each location independent of itself, each and every day of the year (they are located inside the CTC Phone Manager, recorded by our billing company during upload, stored in email form on a central email server as well as on a local email hard drive, and retrievable from any hard drives to where they're downloaded into an internal audit program).

Each morning traditional collect call records are batched into a single .emi file per facility and automatically uploaded to our billing company's website; as such, the CTC Phone Manager uploads all files independent of human prompting and therefore records are disbursed for billing and collection 365 days per year. By far, we boast one of the highest billable calls collection rates in this industry. Call statistics representing all call types (Traditional Collect, Prepaid, Debit) for each facility on the CTC Phone Manager are sent via email directly to our accounting department each morning. Statistics are downloaded into an internal program whereby we review revenue trend, analyze spikes and falls, and analyze the data for discrepancies which are not otherwise decipherable or reported to us either by our billing company or by site administrators. All inmate call traffic regardless of type is monitored and audited daily through the use of internal database programs and controls.

Printable call detail reports may be pre-configured to display whatever information the site specifically asks that we report in hard copy; at minimum the following fields of information are listed inside the report: Total Number of Records per Call Type, Total Duration per Call Type, and Total Revenue per Call Type. Features of each report may be easily adjusted, independently for each site, so that the call detail report displays alternate fields of information. Additionally, the Site Administrator is allowed to sort call detail records on-screen by cell, destination, rate, call type, and PIN. The CTC Phone Manager allows for a search for call records based on specific criteria. Site Administrators may access and edit restrictions assigned to telephone numbers, PINs, and inmate phones directly from on-screen call detail reports.

Moreover, summary reports may be quickly generated of the most frequently dialed destination numbers, the most frequently used PINs, traffic per inmate phone, revenue trends per location and/or station, and newly added/created PINs. Reports may be based on various parameters, including date and time, and may be sorted on screen.

REVENUE VERIFICATION

Because the CTC Phone Manager is web-based, call records are continuously being updated. Site Administrators may perform any number of searches at any given time to review real-time, detailed information about revenue generation at their site. By performing searches on phone trends, you are able to determine when/if a phone or group of phones breaks trend and thereby immediately remedy potential problems. When monthly commission reports are sent, you can quickly and easily cross-examine our reports by logging into your site and performing a revenue search.

INMATES

INMATE HOTLINE

CTC is the only inmate phone provider to offer a Toll Free Inmate Hotline. Our Inmate Hotline is set up so that the inmates are able to dial our local number, at no charge, and speak with a CSR about issues regarding their prepaid inmate calling card(s) or request that a CSR help an end-user set up an account. CSRs are not allowed to pass messages for the inmates, place three-way calls, advise the inmates on any matter outside the realm of instructional information concerning our phone system, or speak at ease with the inmate. Allowing the inmates to access our helpline for free is a highly effective function of our system in that it dramatically decreases the time and effort that your staff spends on phone system issues, it reduces inmate frustration with the phone system, and it creates a higher revenue stream. Often times, end-users do not fully understand that an inmate is trying to reach them, or they are initially wary of accepting a call; the inmate hotline serves as a basis for alleviating a huge majority of misgivings and misunderstandings on behalf of the end-users and the inmates, and it frees up tedious workload from jail staff.

CRIME TIP LINE FOR INMATES

A crime tip line may be set up to provide any or all inmate phones with a speed dial number that will allow an inmate to anonymously report criminal activity within the facility. The system will only allow authorized Site Users to access the anonymous call records. The CTC Phone Manager can also be set to provide a speed dial number that routes tips anonymously to an investigator's voicemail from an inmate phone from within the facility.

PREPAID OPTIONS FOR INMATES

The CTC Phone Manager automatically equips each facility with the ability to use of Pre-paid Inmate Calling Cards. Jail Administrators simply call one of our Administrative Staff and place an order for the amount of cards they will need, as well as denominations, whereupon the cards are immediately generated and sent to the Jail Administrator. Invoices are sent with each set of Pre-paid Inmate Calling Cards at a pre-determined discounted rate (usually this discount is the same as the commission being paid on all other types of usage, plus any miscellaneous discounts and/or signing bonus discounts). Cards may then be sold to inmates in any fashion which the facility sees fit. Pre- paid Inmate Calling Card amounts vary and are generated for whatever amount the Jail Administrators request. Any denomination may be used with our system. Rates applied to calls made using a Pre-paid Inmate Calling Card are adjustable and CTC will work with each facility on an individual basis to set rates at whatever cost the facility feels is necessary. The CTC Phone Manager was built so that it is easily integrated into a jail management system, commissary provider systems, and/or a card kiosk.

END-USERS

CUSTOMER SERVICE FOR END-USERS

CTC currently has a staff of just under 50 Customer Service Representatives (CSRs). Our CSRs are here from 7:30 a.m. until 11:30 p.m., 7 days a week, 364 days per year (we are only closed on Christmas day), and are available for live support during the hours and days listed. Our primary reason for promoting the use of live operators (CSRs) is to ensure that each customer receives support based on his/her individual needs. In approaching each and every customer issue on a personal level, we are able to keep extensive notes on and cross-check for information pertaining to the customer's situation or unique circumstance; therefore, we are able to reduce the recurrence of particular issues while at the same time increase staff efficiency. Moreover, our CSRs are trained to personally field customer calls, handle customer questions, trouble-shoot customer issues and refer customers to Supervisors who have been trained to trouble-shoot on a higher level of research. Our Supervisors are trained to make decisions that are based in the best interest of the customer without damaging your best interest or ours.

PREPAID OPTIONS FOR END-USERS

Customer Assistance is offered to all our customers regardless of customer type. Our prepaid service, Direct Pay, allows customers the ability to set up a pre-pay account with one of our Customer Service Representatives by calling toll free 800-682-0707. Pre-pay accounts can be set up during normal business hours which are from 7:30 a.m. until 11:30 p.m., 7 days a week, 364 days per year. Our prepaid service is available to customers who have collect call blocks, customers who are not currently with a billable phone company, customers who have cellular phones, and for any customer who otherwise wishes to use our prepaid service. Pre-paid account set-up, replenishment and account maintenance are all handled on a personal basis between the customer and a Customer Service Representative employed by and working at CTC. We approach our pre-paid calling option in the following ways:

Payment/Account Replenishment Options and Methods

Once a customer sets up his/her prepaid account with one of our Customer Service Representatives, that customer may replenish his/her account in the following ways: by paying cash at our payment window, by mailing a money order to our office, by using a credit or debit card, or by Money Gram.

Billing Options and Methods

Customers who take advantage of our Direct Pay option are not billed for services. Customers must make payment before the account is activated so therefore we do not employ any billing options and methods in conjunction with our pre-paid system. Our system is designed so that a customer may not go over their balance.

Balance Notification

At any time our customers may call and ask one of our Customer Service Representatives what their pre-paid balance is. Customers are also given an option to hear their remaining pre-paid balance upon an inmate calling; an option that is a courtesy and does not cost the customer any extra money or time usage.

Refunds on Pre-paid Accounts

Upon an inmate being released or transferred to a facility that is not currently set up with our system, customers may request a refund simply by calling our offices and speaking with any Customer Service Representative. Refunds are based upon remaining account balance.

The CTC Phone Manager supports usage vs. method for placing and accepting all call types. Traditional collect, prepaid collect, and debit card collect calls may all be used in conjunction with placing local, intralata, interlata, and interstate calls.

MAINTENANCE & TECHNICAL SUPPORT

City Tele Coin directly hires and maintains our own staff and we employ our own technicians located strategically throughout the U.S. in states where we provide service. We are a single source provider of services and no portions of our operations are outsourced. City Tele Coin prides itself on the level of service and support we provide to our facility partners. When a problem or issue arises, you can be sure that we want it resolved as quickly as possible. Our personnel are certified and trained to respond to any maintenance call. Be assured that we will do everything possible to resolve all issues within a timely manner.

SERVICE & SUPPORT

24 Hours per Day, 365 Days per Year, CTC offers Technical Support and repair and maintenance assistance. CTC's technicians are always on call. If a general problem should arise, our customer service representatives are available between the hours of 7:30 a.m. and 11:30 p.m., 7 days a week. After normal operating hours, the Sheriff and/or his designated administrators may contact any of our technicians as they are all set up to conduct web-based facility functions from their homes. We provide all our technicians with an array of testing equipment, tools, and stock items which are necessary for installation of new and/or additional phones, modifications to phone locations, visitation phones and equipment, as well as other ancillary equipment needed to maintain a productive and fluent system. All of CTC's technicians are equipped with devices (pc's, handheld devices) that allow them to trouble- shoot and resolve system software problems remotely. Our technicians are available 24/7 via cellular phone and between 7:30 a.m. and 11:30 p.m., 7 days a week via a local line or toll free number. We can easily and quickly access your facility site and diagnose, report problems and resolve issues from inside our master CTC Phone Manager.

REPAIR

Notifications are sent automatically to our City Tele Coin "Support Group" upon any instance of line failure at a facility. We immediately assume the responsibility of coordinating efforts with the telephone company to reestablish lost line service to your facility. Repair and/or maintenance on any of the phones located inside the facility will be handled by one of our technicians located within close proximity of the facility location. While CTC employs numerous in-house service technicians, we utilize a small number of contract-labor technicians located throughout the United States who we highly trust and who are readily available to assist us when an emergency repair must be handled within a time frame too small for dispatching one of our in-house technicians. Unlike many other vendors, CTC understands the necessity of keeping equipment, phones, tools, and replacement items "on-hand." We have a warehouse devoted to stocking such items and we keep our contract technicians stocked with "on-hand" items from our warehouse at all times. We employ an in-house technician whose primary job function is inventory control and quality assurance; at no single time are we ever without a working replacement item. Every piece of our inventory (from phones, to keypads) is thoroughly checked and tested upon arrival, before being placed on one of our stock shelves.

MAINTENANCE & UPDATES

Whenever there is a need for new software, hardware on our end, or expansions and/or upgrades to the system, it is conducted and/or downloaded during the "off" hours of the inmate phone system. Most functions of enhancement take place without interruption of inmate telephone traffic. Because we employ a network of inside and outside technicians, we are able to detect a system problem immediately. Because our equipment is located at our office, all service and maintenance is handled from our Bossier City location. Updating and maintenance are done on an as needed basis when new and improved features are implemented.

CALL PROCESSING EQUIPMENT

The CTC Phone Manager is structured to route calls through any one of our many, centralized servers. The calls are routed "round robin" and the routing of calls is independent of the site from which the call originates, keeping open the call process and inmate phone traffic should any one server, or more, go down at any given time. Inmate traffic stays wide-open at all times in that we have provisioned a number of extremely powerful servers so that none are overpowered by call volume in the event of a failure.

All of our servers are located on our premises inside a "safe" room at our principal physical location in Bossier City, LA. Our premise and specifically our safe room is monitored 24/7 - 365 through use of a multi coverage camera system and entry into the safe room is restricted to those high-level company personnel who have been granted key-pass access rights to the room. All system components and information (internal and external, in-house and facility based), reside inside the safe room. In the event of a full power outage in our area, City Tele Coin is protected by a 150 kilowatt Kohler generator which provides an extra layer of protection to the sensitive equipment housed in the safe room. The temperature in the safe room is kept at 65 degrees to protect the equipment from heat and/or cold related issues.

All of our servers are physically maintained on a constant basis by in-house technicians and remotely by out-side technicians; system checks and diagnostics are run on a scheduled basis, to include coordinated bandwidth checks with service technicians from our bandwidth service provider. Our generator has monthly maintenance, and actual trial tests are performed automatically each Monday.

If at any time one of our system servers fails, traffic will not be interrupted. The CTC Phone Manager routes calls "round robin" through several high powered servers. If a connection is lost the call is disconnected automatically. When the system is incapable of reaching a synthetic dial tone from any one server, the system automatically reroutes the call to one of several other servers. In the event of power failure at the facility, our Adtran® equipment will automatically shut down and lose its synthetic dial-tone disallowing any calls from being placed from an inmate phone. Once power is restored, the Adtran® will automatically power back up and the synthetic dial-tone will be restored. At this point, normal inmate phone traffic may resume.

INMATE TELEPHONE HARDWARE

CT-500 INMATE TELEPHONE

GENERAL SPECIFICATIONS

- HOUSING: High security, 14 gauge steel
- SIZE: 14 1/2"H x 8"W x 2 1/2"D
- CORD: Standard 36" (L)
- HANDSET: Armored cord w/steel lanyard, heavy 14 gauge steel retainer INFO CARD: 2 1/2"H x 5"W
- MOUNTING: Directly to wall or directly onto backboard CONNECTIONS: Modular or Spade

TECHNICAL SPECIFICATIONS

- 20mA Minimum to 80mA Maximum Line Power
- Meets FCC Parts 68 and Bellcore TR-TSY-000450
- Meets Waterspray Test Bellcore TR-TSY-000456 7.2
- Relative Humidity 0% to 95% Condensing
- Operating Temperature -40 to 140 Degrees Fahrenheit
- Hearing Aid Compatible EIA-RS-504
- Meets ADA Requirements

AVAILABLE MODIFICATIONS include:

- HOUSING: Stainless Steel, Blue Powder Coat, Black Powder Coat
- CORD: 8", 15", 18", 24", or 32" (L)
- AUDIO: Volume control button
- EQUIPMENT: Invisible Hookswitch, Wall Mount Backboard, 2 or 4 Wheel Cart

ADTRAN, TOTAL ACCESS 900/900e SERIES

The Total Access 900/900e Series of IP Business Gateways combine the functionality of ADTRAN's industry-leading integrated access devices with a SIP/MGCP and analog gateway to offer carriers and network service providers a cost-effective IP network strategy for VoIP deployment, with support for legacy equipment. The Total Access 900 and 900e Series allow carriers to deliver SIP trunks, hosted PBX, and other integrated voice and data services such as Dedicated Internet Access (DIA) to small and medium businesses, quickly and cost-effectively.

GENERAL SPECIFICATIONS

- TOTAL ACCESS 900 SERIES
Single-T1, IP Business Gateways designed for carrier SIP/MGCP Voice over IP (VoIP) networks
- TOTAL ACCESS 900e SERIES
Multi-T1, IP Business Gateways designed for carrier SIP/MGCP Voice over IP (VoIP) networks
- Converged Access solutions for trunking and hosted VoIP networks
- Robust routing, firewall, VPN, Voice Quality Monitoring, QoS, dynamic bandwidth allocation, and remote management features.
- Support for up to 24 analog FXS ports, integral DSX-1 PRI/CAS interface for PBX connectivity
- Multi chassis options provide flexibility, room for growth
- Analog to SIP or MGCP conversion for legacy support over a dynamic IP network

INMATE VIDEO KIOSKS



Video Kiosks

In recognizing the continued need for correctional facilities to enhance security features, create a paperless environment, generate additional revenue and decrease staff workload, CTC has developed and incorporated into its communications infrastructure Video Kiosks. Unlike many of our competitors, CTC does not 3rd party any of these video services and just act as Agents for other companies. All hardware is made at our corporate office and all software is written by our onsite I.T staff and programmers, thus providing you with one contact and unmatched service response. Your admin staff can access any feature or content data from the system remotely via computer or cell phone.

Benefits of CTC's Video kiosk

- Video Arraignment
- On Site Video Visitation
- Revenue producing Off Site Video Visitation
- Revenue Producing Messaging with Picture Attachment
- Electronic Grievance Filing
- Electronic Law Library Research
- Electronic Posting of Jail Rules and Standards
- Inmate Information Terminal
- Commissary Interface
- Medical Requests
- Electronic PREA Compliance
- Investigative Alerts
- CTC Mail Program

CTC Video Kiosk Specs

- SIP Compliant
- 17" Color Monitor
- Impact Resistant Display
- Remote Low Voltage DC Power
- High Resolution Camera with VGA Capability
- (2) External USB Ports
- High Impact Injected Mold
- Digital Recording, Archiving and Retrieval



Description of Benefits

Video Arraignment

Use of video arraignment eliminates the need to transport inmates thus eliminating a security risk to correctional staff, courthouse staff and the general public. Our system does not require the court to purchase any additional software; all they need is a computer with a camera and access to the internet.

On Site Video Visitation

Use of this feature eliminates the need to move the inmate from his pod or cell and walk them down to the visitation area. This eliminates a security risk and decreases the work load of facility staff. All visitations are recorded and can be electronically retrieved. All visitations can be live monitored and suspended by staff upon viewing inappropriate behavior or violation of facility rules.

Off Site Visitation

It costs time and money for a visitor to arrange their schedule and transportation to come down to the facility for a visit. Use of this feature will not only cut down on the foot traffic at the facility on visitation times, assist in decreasing the amount of contraband brought into the facility, but will generate additional revenue for the facility. Use of this feature also eliminates the need to move the inmate from his pod or cell and walk them down to the visitation area. This eliminates a security risk and decreases the work load of facility staff. All remote visitations are recorded and can be electronically retrieved. All visitations can be live monitored and suspended by staff upon viewing inappropriate behavior or violation of facility rules. The facility has the choice to either pre-approve and do back ground research on remote visitor applications or just allow the visit to be scheduled and take place without approval. This feature also helps reduce recidivism by allowing more visits to loved ones.

Messaging

CTC Video Kiosks allow the inmate to send and receive text messages to loved ones. Each message, both sent and received, is checked by a approved word scan before it leaves the facility. Photos can also be attached to the message. The contents of this word scan can be added to by the facility if they know of any slang or specific words that are unique to their location they want to catch. Captured messages or all messages can be directed to staff for review and approval or denial. All URL's are deactivated and no access to the internet is allowed. Message cost is set by the facility and can virtually eliminate the paper mail workload of your staff. Mobile APP's are available for both Android and Apple phones.

Electronic Grievance Filing

CTC Video Kiosks allow the inmate to access a keyboard on the touch screen to electronically file a grievance and send it to the appropriate staff at your facility. Designated Staff can reply electronically and a digital record is kept. This greatly cuts down of staff labor and paperwork.

Electronic Law Library Research

CTC Video Kiosks allow the inmate to access law library research right in the cell or pod without having to be moved. CTC can either load the state statues or tie directly into electronic services like Lexus Nexus or West Law.

Electronic Posting of Jail Rules or Standards

Facilities can post their jail rules or standards on the CTC Video Kiosk. Once the inmate access the Kiosk, these rules are posted and the inmate must check that he has read these rules before he can proceed to do anything else on the Kiosk.

Inmate Information Terminal

While not in use, the CTC Video Kiosk can broadcast or stream any information deemed necessary by the facility across the screen. This can range from the menu to religious services scheduled.

Commissary Interface

CTC Video Kiosks can integrate with whoever your commissary provider may be if they have electronic capabilities. This allows the inmate to check their balance or order approved items.

Electronic PREA Compliance

Every 31 days the inmate must be made aware of his PREA rights. Upon the first time an inmate uses the kiosk the PREA rights are displayed and the inmate must accept that that he/she has read them or they cannot perform any other function. 31 days later when the inmate logs into the kiosk with their ID number, the rules and rights are displayed again, thus making your facility compliant with the 31-day notification.

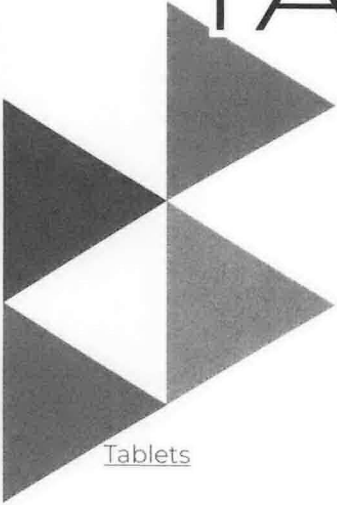
Investigative Alerts

CTC Video Kiosks have the ability for officers to set alerts so when an inmate attempts a remote video or sends a message an alert is sent to a designated cell phone or email address of the investigative officer.

CTC Mail Program

CTC can provide the facility with a high-quality scanner and the ability to eliminate paper mail from entering the facility that may contain contraband. As you know, paper mail can be laced with drugs and other hazard materials. With our mail program, once the paper mail arrives at the facility, it is scanned and appears electronically on the CTC Video Kiosks inside the pods.

INMATE TABLETS



Tablets

CTC's tablet solution not only provides the benefits to your facility of its wall mounted video kiosk listed above, it also offers additional revenue producing options such as music, movies, entertainment games and educational content. CTC offers in pod wireless charging stations that require no officer involvement or mobile charging carts which allows your facility to distribute and retrieve the tablets as you deem appropriate.

Ratio

CTC typically does a 1:3 ratio (1 tablet: 3 inmates) for facilities. This has worked across many locations; however, we can customize this number per your request.

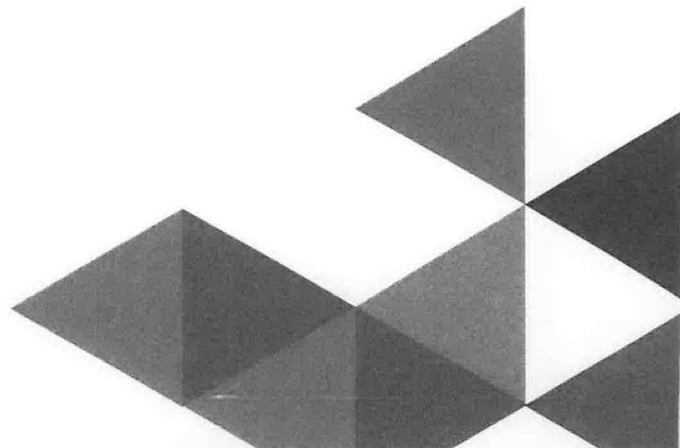


FACILITY RATES

Rate Code	Description	OpSurcharge	Rate/Intrvl	IntrvlScnds
PPAcct-IntraLata	IntraLata	0.1000	0.21	60
PPAcct-Intrastate	Intrastate	0.1000	0.21	60
PPAcct-Local	Local Calls	0.1000	0.21	60
PPAcct-LongDist	Long Distance	0.0000	0.21	60
PPCard-INTL	International	4.0000	0.50	60
PPCard-IntraLata	IntraLata	0.1000	0.21	60
PPCard-Intrastate	Intrastate	0.1000	0.21	60
PPCard-Local	Local Calls	0.1000	0.21	60
PPCard-LongDist	Long Distance	0.1000	0.21	60
Video Messaging	Messaging	0.0000	0.25	0
Video Messaging Attachment	Messaging Attachment	0.0000	0.25	60
Video Picture	Video Picture	0.0000	0.25	60
Video Visit-Local	Video Visit-Local	0.0000	0	60
Video Visit-Remote	Visitation	0.0000	0.25	60

1

ALL rates are adjustable per facility.



PROPSAL INFO



PROPOSAL INFORMATION

- Company Name: City TeleCoin Company, INC.
- Company Address: 4201 Marlena Street Bossier City, LA 71111
- Company Phone Number: (318)629-1595
- Fax Number: (318)746-1214
- Chief Executive Officer: David Cotton (318)613-3472
- Parent Company Name/Info: CTC does not have a parent company
- Contact Person for proposal questions:
 - Grant Oakley
 - (940) 500-0662
 - grant@citytelecoin.com
 - 4201 Marlena Street Bossier City, LA 71111

COMPANY HISTORY & QUALIFICATIONS

- Number of Years in Business: 32 years
- Number of Current Customers: 250
- Currently in Tennessee, Mississippi, Louisiana, Texas, Arkansas, Oklahoma, Kansas, Missouri
- Total Number of Inmate Population Under Contract: 35,000
- Vendor Project Manager/Staff Qualifications:
 - Grant Oakley (project manager)
 - (940) 500-0662
 - Title: CTC Regional Sales Director

JERRY JUNEAU, SR.
PRESIDENT & CEO

Founded City Tele-Coin Company, Inc. in 1986, as a payphone company. After running the payphone business for ten years, Jerry turned City Tele-Coin Company, Inc. into an inmate telephone company. After 23 years in the inmate communications business, City Tele-Coin Company, Inc. now provides not only inmate telephones, but also remote video visitation, inmate tablets, and commissary.

Jerry Juneau, Jr.
Vice President

Jerry has been an employee of City Tele-Coin Company, Inc. for over 30 years. Working his way up through every department, Jerry started with running routes to empty the payphone. He has extensive time and experience invested in every single department at City Tele-Coin Company, Inc. from system installations to server management, to web development.

DAVID COTTON
NATIONAL SALES MANAGER

David Cotton is the owner of DSC Tactical Inc, which among many things provides technology consulting to Law Enforcement, Correctional Facilities and City Tele-Coin Company, Inc.

David Cotton served 9 years as a Director of the American Public Communications Counsel in Washington DC. He has also served as President of the Louisiana Payphone Association, Executive Director of the Southern Public Communications Association and the National Alliance of Specialized Correctional Providers. David has traveled the U.S. teaching Inmate 101 & 102 classes to new providers entering the industry.

David has provided testimony or appeared as a professional witness in many State and Federal Venues relating to Legal and Regulatory issues in the Public Communications sector, including US Congressional Sub Committees and the FCC relating to the Martha Wright Petition that has currently evolved into the current FCC rate making regulations.

STEVE JUNEAU
PROJECT MANAGER

Steve has been with City Tele-Coin Company, Inc. for 30 years. He is the manager of all projects for City Tele-Coin Company, Inc. Steve's skills and accomplishments throughout the years are listed below:

- Switch Technician
- Install/Maintenance; analog/digital data and voice circuits (multipoint, conference bridge, OPX, FX, Frame Relay)
- DMS-500 (all levels)
- Network facility maintenance/troubleshooting (DS0 to DS3)
- Daily operations/implementation; Tellabs 530; Rockwell 370 DACS (remote activation/monitoring)
- Install/Maintenance; Frame Relay PCV, UNI, NNI; Cascade 9000
- DC power install/maintenance
- IEX Nexus Call 800 translation
- TTC T-berd 305, 310, 224, 211, 107a, Digital Lightwave ASA-312, Tau Tron S5250
- USAF – Telecommunications Technician
- ESCO – Maintenance Technician (Installation/maintenance of key systems, PBX and paging systems)

BRYAN RHODES
DIRECTOR OF SOFTWARE DEVELOPMENT

Bryan Rhodes is the Director of Software Development. He has over ten years experience developing enterprise software, six of which with City Tele-Coin Company, Inc. During his time with CTC, he has strengthened existing software and spearheaded creating multiple products including CTC Mail, Vision, Video Visitation and tablets. As the director of development, he has grown CTC's software development to be a robust department by building a team of engineers and developers with a wide range of skill sets allowing customers to see increased benefits including inmate management, reporting and investigations.

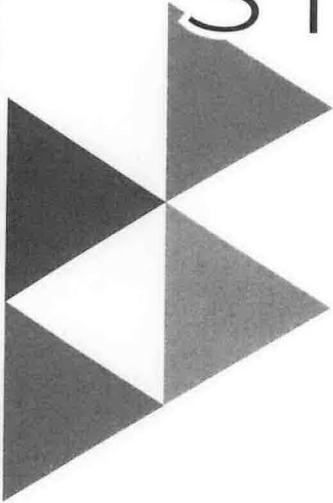
ADAM JORDAN
DIRECTOR OF INFRASTRUCTURE

Adam Jordan has guided the technology foundation and stability of City Tele-Coin Company, Inc. as Director of Infrastructure for over two years. During his short time, he has directly overseen multiple major projects that allow CTC to provide their customers with 99.9% uptime, fast data retrieval and product stability. Adam has over 12 years of strong IT experience with a large part of it in computer science research. With this skill set, Adam has worked directly with AT&T to provide a strengthened internet across the South-eastern US riding on top of AT&T's fiber backbone. Because of his knowledge, experience and oversight, CTC has not suffered a data breach or attack and operates a 24/7/365 failover solution for the entire company, allowing CTC to survive natural disasters with little knowledge of the event being known to customers.

REFERENCES

- 1)
Facility: Harrison County Jail
Address: 4415 Forest Trail, Marshall, TX 75672
Contact Name: Sheriff McCool or Captain Hain
Telephone: (903)923-4000
- 2)
Facility: Lampasas County Jail
Address: 410 Fourth St, Lampasas, TX 76550
Contact Name: Sheriff Ramos or Captain Brister
Telephone: (512) 556-8255
- 3)
Facility: Franklin County Jail
Address: 208 TX-37, Mt Vernon, TX 75457
Contact Name: Sheriff Jones or Captain Peek
Telephone: (903) 537-4539
- 4)
Facility: Wilbarger County Jail
Address: 5215 College Dr, Vernon, TX 76384
Contact Name: Sheriff Price or Cpt. Anzaldua
Telephone: (940) 553-1351
- 5)
Facility: Martin County Jail
Address: 301 N Saint Peter St, Stanton, TX 79782
Contact Name: Sheriff Ingram or Chief Thomas
Telephone: (423) 756-3336

FINANCIAL STATEMENT





Franchise Tax Account Status

As of : 10/27/2020 13:45:32

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

CITY TELE COIN COMPANY, INCORPORATED

Texas Taxpayer Number 17210735134

Mailing Address 4501 MARLENA ST BOSSIER CITY, LA 71111-7508

Right to Transact Business in Texas ACTIVE

State of Formation LA

Effective SOS Registration Date 03/04/2009

Texas SOS File Number 0801094369

Registered Agent Name NATIONAL REGISTERED AGENTS, INC.

Registered Office Street Address 1999 BRYAN ST., STE. 900 DALLAS, TX 75201

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10/27/20

Accrual Basis

City Tele-Coin Company, Inc.

Balance Sheet

As of December 31, 2019

	Dec 31, 19
ASSETS	
Current Assets	
Checking/Savings	
1119 · Red River Bank	-69,200.37
1120 · Citizens National Bank	43,993.06
1120.12 · First Tennessee	329,892.50
1120.13 · Arvest Bank	26,896.56
1120.14 · Wells Fargo	28,484.43
Total Checking/Savings	360,066.18
Accounts Receivable	
1180 · Accounts Receivable	148,830.10
Total Accounts Receivable	148,830.10
Other Current Assets	
PC Clearing	-97,999.89
1209 · A/R - J&R Juneau LLC	4,471,895.81
12100 · Inventory Asset	201,646.97
1221 · A/R - TTC	100.00
1222 · A/R - Five Star Comm.	743,996.25
1223 · A/R - CTC Commissary, LLC	112,165.40
1224 · A/R - Juneau Louisiana Investme	529.45
1225 · A/R CTC - Clearing	184.91
1227 · A/R Tommy Rudisill	656.86
1228 · A/R - J&R Aviation	2,374,832.57
1510 · Employee Advances	-7,726.40
1520 · Employee Advances-LS	41,726.50
1540 · Prepaid Income Tax	1,393.08
1550 · Advance Commission - Falls Cnty	24,833.33
Total Other Current Assets	7,868,234.84
Total Current Assets	8,377,131.12
Fixed Assets	
FIXED ASSETS	4,914,696.73
2119 · FIXED ASSETS - STATE	2,932,910.61
2125 · Building & Improvements	101,664.78
2126 · Temporary Building	14,589.52
3300 · Accumulated Depreciation	-5,954,720.69
Total Fixed Assets	2,009,140.95
Other Assets	
Debit Letter Clearing	-592.50
1402 · Fresh Start Investment	39,282.16
1685 · N/R - Erica Polander (Equinox)	-103.84
1686 · N/R - Amber Morrison (Equinox)	220.19
1690 · N/R - Lavon Landry (House)	57,268.37
1691 · N/R - Raviteja Karumanchi	1,230.00
1700 · Notes Receivable - Video Units	344,478.03
Total Other Assets	441,782.41
TOTAL ASSETS	10,828,054.48
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
4010 · Accounts Payable	650,959.35
Total Accounts Payable	650,959.35

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10/27/20

Accrual Basis

City Tele-Coin Company, Inc.

Balance Sheet

As of December 31, 2019

	<u>Dec 31, 19</u>
Credit Cards	
4100 · Credit Cards	28,765.67
Total Credit Cards	<u>28,765.67</u>
Other Current Liabilities	
Refund Remitted	104,589.64
Sales Tax Payable	-3,679.33
2113 · Direct Deposit Liabilities	1,245.96
2200 · Sales Tax Payable	-120.46
2225 · Inspection Fee Payable	61,429.19
2250 · Unearned Revenue	212,294.56
2265 · Income Tax Payable	-8,050.01
2270 · Decimal Reserve	15,000.00
4022 · Payable to Rosalyn Juneau	195,000.00
4040 · Security Deposit	-4,000.00
4120 · Payroll Liabilities	19,763.72
4121 · Payroll Tax Liability	-3,128.86
4125 · Inspection/Supervision Liab	-11,305.25
Total Other Current Liabilities	<u>579,039.16</u>
Total Current Liabilities	1,258,764.18
Long Term Liabilities	
4130 · Notes Payable - Autos	108,103.72
4140 · Notes Payable - Line of Credit	1,257,536.78
Total Long Term Liabilities	<u>1,365,640.50</u>
Total Liabilities	2,624,404.68
Equity	
4510 · Capital Stock	10,000.00
4540 · Other Capital or Draws	-865,034.43
4550 · Retained Earnings	6,799,008.79
Net Income	2,259,675.44
Total Equity	<u>8,203,649.80</u>
TOTAL LIABILITIES & EQUITY	<u><u>10,828,054.48</u></u>

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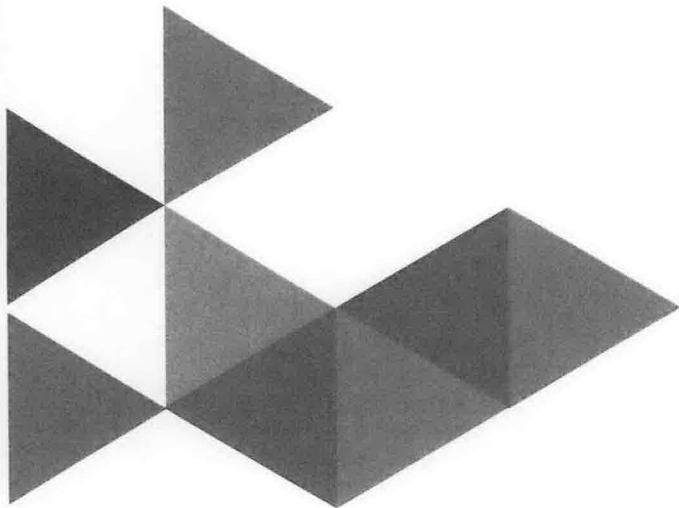
Accrual Basis

City Tele-Coin Company, Inc.
Profit & Loss
 January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Income	
INCOME	21,410,784.85
46000 · Merchandise Sales	1,226,503.58
48700 · Statement Fee	1,061,998.48
48710 · Credit Card Service Charge	493,829.33
Total Income	24,193,116.24
Cost of Goods Sold	
50000 · Cost of Goods Sold	1,549,533.31
53500 · Subcontracted Services	35,277.50
6512 · PROVISIONING EXPENSE (COGS)	9,216,745.33
Total COGS	10,801,556.14
Gross Profit	13,391,560.10
Expense	
51100 · Freight and Shipping Costs	629.40
59900 · POS Inventory Adjustments	267.30
6560 · Depreciation Expense	127,462.20
6610 · Marketing/Advertising	312,270.18
6720 · GENERAL & ADMINISTRATIVE	1,658,937.41
6720.26 · Repairs	9,248.00
6720.28 · Technology/Software	147,049.41
6720.30 · Rent Expense	385,000.00
6721 · Accounting & Finance	6,700.00
6722 · EXTERNAL RELATIONS	516,396.02
6723 · HUMAN RESOURCES	5,711,397.09
6725 · Legal Fees	120,211.29
6726.01 · Office Supplies	41,499.10
6726.02 · Shop Supplies	96,511.38
6726.03 · Computer Supplies	159,340.71
6728 · Video Supplies	1,621,837.22
7200 · Taxes	194,357.05
7250 · Uniforms	10,095.56
Total Expense	11,119,209.32
Net Ordinary Income	2,272,350.78
Other Income/Expense	
Other Income	
7100 · Other Income/Expense	179,467.26
7320 · Interest Income	24.75
Total Other Income	179,492.01
Other Expense	
CASH S/O	0.00
7400 · Airplane expense	169,167.35
7510 · Political Contributions	23,000.00
7560 · Ask My Accountant	0.00
Total Other Expense	192,167.35
Net Other Income	-12,675.34
Net Income	2,259,675.44



CONTRACT



(B) COMMISSIONS

As to any inmate unit that is located within those locations listed in Section A.1 whereby service to that unit is being provided by CITY successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CITY to BROWN commencing with the exact point in time in which the first billable or prepaid call has been initiated from that unit; moreover, such revenue shall remain commissionable and payable on any such unit until service to that unit has been reassigned through contractual reassignment.

- (1) CITY shall remit to BROWN **65% (Sixty-Five Percent)** of all **Billable Gross Usage Revenue** generated through **Prepaid Call** traffic (local, *intra*LATA, *inter*LATA, and interstate). CITY shall remit to BROWN **60% (Sixty Percent)** of all **Billable Gross Usage Revenue** generated through **Debit Time**. CITY shall remit to BROWN **30% (Thirty Percent)** of all **Billable Gross Usage Revenue** generated through all **Video Visitation Services, Messaging, and Attachments** originating from the facility managed by BROWN, as listed in Section A "The Work" and processed by CITY's call processing system. CITY shall remit to BROWN **10% (Ten Percent)** of **Billable Gross Usage Revenue** generated through all **Media Apps** originating from the facility, via inmate tablets, managed by BROWN. Billable Gross Usage Revenue is defined as Gross Revenue minus all applicable state, county, city, and/or federal taxes, and all fees applicable by law. CITY will pay all said commissions on a monthly basis along with a monthly report of all said monies.
- (2) **Remittance and Acceptance – Remittance** of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CITY shall remit commission payments to BROWN on a monthly basis on or around the 20th day of each month. Any objection to a commission payment shall be brought to the attention of CITY by way of written notice by BROWN and shall be made within 30 days after receiving said commission payment. **Acceptance** of said commission payment shall be final and binding if no objections are brought forth within 30 days after receipt thereof.
- (3) **Adverse Conditions** – The parties acknowledge that any time while this contract is in force and effect, the Public Utility Commission of Texas, the Louisiana Public Service Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, may change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications affect inmate communication traffic in a way that causes BROWN'S generated revenue from such traffic to be adversely affected.

(C) TERMS

The initial term of this agreement shall be for period beginning _____, 2020, with the initial term completed in Forty-Eight (48) months, on _____, 2024. At the initial term completion date, or any subsequent renewal term completion date, CITY or BROWN, at its option, has the right to refuse this contract, under the terms and conditions set forth by this contract, by giving certified notice to BROWN or CITY. Any certified notice shall be mailed and received Ninety (90) days prior to scheduled termination date of this contract, or subsequent renewal term, to the address provided herein. This initial contract, and any renewal thereof, shall continue in force automatically for additional Twelve (12) Month periods should no action be taken by either party within the time frame set out herein.

(D) ASSIGNMENT

CITY's interest in and to this service agreement may be transferred or assigned, at the discretion of CITY, to any banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other legal entity.

(E) EQUIPMENT

CITY agrees to provide for BROWN adequate equipment with the ability to perform monitoring, recording, and cutoff switches. CITY has the right, and maintains the right, to remove or relocate any telephone or video equipment, from any location which is the subject of and governed by the terms of this agreement that CITY, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until BROWN is given ten (10) days written notice of CITY's intent to remove said equipment. The removal of equipment under terms herein shall in no way create or constitute a default of the terms of this contract. CITY agrees that upon removal or relocation of equipment it will restore the site where said equipment was removed from to its original condition. This excludes ordinary wear and tear, any condition(s) resulting from prior material, and any condition(s) resulting from actions of individuals other than employees or agents of CITY. CITY agrees to install and maintain at least the minimum number of coin-less inmate telephones and video units as needed at the facility and/or as many as requested by BROWN, subject to industry standards.

(F) OBLIGATIONS OF BROWN

BROWN agrees to undertake and perform the following: (i) Protect the equipment from abuse and report any damage(s), service problem(s), and/or hazardous condition(s) to **CITY**; (ii) Provide all necessary power and space for proper installation and maintenance of the equipment; (iii) Provide safe and secure access to the equipment by **CITY** and its employees or agents as needed by **CITY**; (iv) Allow **CITY** to affix signs to the equipment, as required by law. Said signs are to be furnished by **CITY**, and **BROWN** will not allow any other signs, equipment or information to be affixed to the equipment or in the immediate area unless mutually agreed to by both parties; (v) **BROWN** will allow inmates access to the telephone and video equipment a minimum of 10 hours per day, 7 days per week except during transport.

(G) DEFAULT

In the event either party fails to perform one of its obligations under this agreement **(i) by defaulting on a payment due; (ii) by non-performance or by interfering with the other party's performance or ability to perform; or (iii) through inability to perform their obligations under this agreement,** and such default or failure continues for more than thirty (30) days after the non-defaulting party shall have given the defaulting party written notice specifying such default and demanding that the default be remedied or, in the case of any such default which cannot be remedied with thirty (30) days, if defaulting party fails to proceed promptly to remedy any such default receiving such notice, **(iv) or if either party shall make voluntary assignment in bankruptcy or proposal to its creditors or take any similar action or if any bankruptcy, reorganization, proposal, insolvency, receivership, or similar proceeding is instituted against either party hereto or involving substantially all of its property and, in the case of such proceeding instituted against such party and not consented to by such party, such proceeding is not discontinued or dismissed with thirty (30) days from the date of its commencement,** then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No failure of either party hereto to enforce any remedy available to it or delay of such party shall be considered to prohibit such party from enforcing any such remedy. The rights and remedies of the parties hereto contained in this Agreement shall not be exclusive but shall be cumulative, in addition to all other rights and remedies existing at law or in equity available to the parties hereto.

(H) GOVERNING LAW

This Agreement and the rights and obligations of **BROWN** and **CITY** hereunder shall be subject to and interpreted in accordance with the laws of the State of Texas.

(I) NOTICES

Notices or other communications required to be given under this agreement shall be in writing and may be delivered by courier or prepaid certified mail and addressed as follows:

TO BROWN: Brown County Sheriff's Office

Attn: Sheriff Vance Hill
1050 West Commerce Street
Brownville, Texas 76801

(PH) 325-646-5510

(FX) 325-641-2481

TO CITY: City Tele-Coin Company, Inc.

Attn: Jerry Juneau, Sr.
4501 Marlena Street
Bossier City, Louisiana 71111

(PH) 318-746-1114 or 800-682-0707

(FX) 318-746-1214

(J) EQUIPMENT OWNERSHIP

BROWN acknowledges and agrees that **CITY** shall remain the sole and exclusive owner of all inmate communication equipment, from the interface to, and including, the telephone and video unit.

(K) HOLD HARMLESS

BROWN agrees to defend, hold harmless, and indemnify **CITY** from any and all damages, of any nature and kind, caused by **BROWN**, its agents, employees, or assigns, whether the damage be to the person or property, and shall include but not be limited to attorney fees incurred by **CITY** in defense of a claim for damages caused by **BROWN**. Further, specifically, but not limited to any and all damages that are in any way, shape, or form related to the improper or illegal use by any individual, including but not limited to inmates, of any exposed conduit installed by **CITY**, whether the damage be to the person or property, including but not limited to attorney's fees incurred by **CITY** in defense of any such damage or claim for any such damage(s).

CITY agrees to defend, hold harmless, and indemnify **BROWN** from any and all damages, of any nature and kind, caused by **CITY**, its agents, employees, or assigns, whether the damage be to person or property, and shall include but not be limited to attorney fees incurred by **BROWN** in defense of claim for damages caused by **CITY**.

(L) REPAIR SERVICE

CITY shall provide reasonable response time for repairs Monday through Friday, 9 a.m. to 5 p.m. CITY shall respond within 24 hours after receipt of verbal notice, email notice, or facsimile notice, as set out herein below, except where it is impossible to restore the service due to acts beyond the control of CITY such as riot, fire, war, flood, parts unavailability, and strike.

- (i) Verbal Notice.....318-629-0760
- (ii) Facsimile Notice.....318-746-1214
- (iii) E-Mail Notice.....support@citytelecoin.com
- (iv) Emergency.....318-588-7094 or 318-629-0760

(M) PREPAID CALLING CARDS

Prepaid calling cards will be provided to **BROWN** to be used for resale to inmates at **BROWN** only. The prepaid cards provided will not be subject to return or refund. Calling cards are subject to any applicable per charge surcharge fee together with all federal, state, and local taxes. All calling cards will be honored beginning with their first use or sale. Should you desire a third-party commissary operator to handle the prepaid calling card purchases for your facility, we will work with said commissary operator to facilitate the sale of calling cards to you. It is your obligation to notify CITY in writing as to the name of the commissary operator you wish to use for the sale of the cards to you. The change to commissary operative will become effective upon our receipt of your notice to change. The change to a commissary operative will not affect your liability for the cost of the cards. You will remain primarily liable for said cost of purchase.

CITY shall invoice you for each of your orders for calling cards. All applicable sales taxes and other charges, including to shipping and handling, will be included in said invoice. You specifically agree to pay said invoice within thirty (30) days of your receipt of your order. Should you provide CITY with a Sales and Use Tax Resale Certificate wherein you take responsibility for, and assume the sole liability for, charging and collecting applicable taxes from the end users, and for remitting said taxes to the proper taxing authority, CITY will not charge the sales taxes on the purchase invoice submitted to you upon purchase of the prepaid calling cards.

BROWN acknowledges that the prepaid calling cards invoice may be subject to a discount as agreed by the parties. The sales invoice will show the face value of the cards less the discount, if any, together with sales tax, shipping and handling charges and will be due and payable thirty (30) days after receipt of **BROWN's** order. Should the invoice not be paid within said thirty (30) days, CITY hereby reserves, and **BROWN** hereby authorizes, CITY to charge reasonable interest on any amounts past due. Further, should the invoice amount not be paid within the thirty (30) day period, you specifically authorize CITY to deduct the balance due from any earned commissions which you may have coming due from CITY. It is understood that sales taxes will be charged unless a valid reseller's certificate is received by CITY prior to the time of sale.

(N) VIDEO VISITATION & TELECOMMUNICATIONS TABLETS

CITY shall provide **at no cost** to **BROWN** a Video Visitation and Telecommunications Tablet System (the "System") which consists of Twenty-Three (23) Video Kiosks and Seventy-Five (75) telecommunications tablets.

(i) CONFIGURATION

Visitation Stations – Construction

Each Station is made up of a single visitation unit and associated components. Units are made of tamper resistant, correctional grade material that is durable, strong, and safe for use in a jail environment and feature steel lanyards and correctional grade handsets.

Visitation Stations – Power & Connectivity

Units will need to be powered individually, either by electrical power outlets furnished at the Center, or by 16-gauge conductor wire running directly from each unit to the network room. Each unit shall provide real-time video and audio input and output via a Cat 5 UTP cable which connects the unit directly to the Center's existing network infrastructure.

(ii) REQUIREMENTS

Accommodations for Network Hardware

BROWN shall provide the necessary space in the main network room at the Center for all network hardware and must allow for linkage to the network infrastructure. **BROWN** may provide access to an alternate network closet or dedicate private space for a new network closet wherefrom the existing network infrastructure and power is readily accessible.

Accommodations for Visitation Booths

BROWN shall provide the necessary space and booth construction for all visitation stations and shall be responsible for the removal of any objects, including existing visitation stations that may block or otherwise frustrate the installation of the new visitation stations. **BROWN** shall be responsible for providing seating at each of the units.

Accommodations for System Administrator

BROWN shall provide, and advise **CITY**, an individual designated as a Video System Administrator whose responsibilities shall include, but not be limited to, overseeing installation of the video system, daily oversight of scheduling of visitation, examining and reporting any and all issues relating to maintenance or problems to **CITY**.

BROWN shall set aside a Two (2) hour period for training of the Video System Administrator by an employee of **CITY** within Ten (10) working days of the Video System Install.

Data Connections

BROWN shall provide an internet circuit capable of supplying, at minimum, enough bandwidth to simultaneously store and stream continuous video and audio feed.

Electrical Power Sources

BROWN shall provide the electrical power sources required for the visitation system. In lieu of individual power outlets, 16-gauge conductor cables may be used to connect each unit to the network (a cost-efficient means of providing power to the unit). If **BROWN** does not provide a dedicated power outlet to a backup generator, the warranty shall be void. **BROWN** shall provide **CITY** with adequate access to a 20-amp electrical outlet tied to **BROWN's** Emergency Backup Power Circuit (Generator) within the confines of **BROWN's** Server Room. Should **BROWN** not currently have an Emergency Backup Power Unit, then, and only then, the facility shall provide an Emergency Backup Power Unit (generator) with sufficient capacity to power the **CITY** video system without causing damage to same. Any damage incurred by **CITY'S** equipment due to electrical failure while not connected to **BROWN's** Emergency Backup Power Circuit (Generator) shall be the sole financial responsibility of the facility and will not be covered under any warranty offerings by **CITY**.

Network Hardware & Software

Hardware, including servers, recording devices, battery backups, audio and video switch components, processors, cables and wires, and equipment rack shall be provided by the vendor. The vendor will provide program software needed for running the visitation stations and software which allows for visitation system management, monitoring, recording, and playback. **CITY** is not responsible for any cost dictated by the County's JMS Company. Video Visitation scheduling requires JMS integration. **BROWN** shall be responsible for any costs associated with Interfacing with their Jail Management System, (JMS).

Visitation Booths

The vendor shall provide, deliver, and install all visitation station units. Cabling and wiring needed for connecting each unit to the network infrastructure shall be handled by the vendor and carried out in such a way that is sound and consistent with those procedures and practices which are standards based and industry specific - wires and cables shall be contained within conduit or other tamper resistant material. **BROWN** shall be responsible for any enclosures, construction of physical space, seating etc, that is outside what is listed above.

(iii) **DELIVERY**

The estimated installation date of the System shall be 90 to 120 days from the execution of the *Correctional Communications Services Agreement* (the "Agreement").

(iv) **COST**

CITY shall provide the System and System maintenance **at no cost to BROWN**. The System shall remain the sole property of **CITY** and as such, shall be returned to **CITY** upon termination of the Agreement.

(v) **RIGHT OF USE**

CITY, as part and parcel of this Agreement, allows **BROWN** the use of the software program(s) hereinafter referred to as "PROGRAM(S)" that are the basis of the operating system used in the video system hardware. It is specifically understood and agreed that the PROGRAM(S) shall remain the sole proprietary property of **CITY**. No part of this attachment, or the Correctional Communication Services Agreement, shall be interpreted in any way to attempt to state the ownership, or any rights of ownership, in and to the PROGRAM(S) are conveyed herein to **BROWN**.

The use of the PROGRAM(S) shall not convey any ownership interest in and to said PROGRAM(S) to **BROWN**, only the use of the PROGRAM(S) during the life of this agreement. Should **BROWN** terminate this agreement and/or the Correctional Communications Services Agreement, an extension or renewal thereof, or any new agreement with **CITY**, for any cause whatsoever, the right of use in and to the PROGRAM(S) granted herein, shall terminate immediately by means independent to **CITY**, without notice to **BROWN**.

City Tele-Coin Company, Inc.
4501 Marlena Street, Bossier City, LA 71111
800.682.0707 / www.citytelecoin.com

(O) EXCLUSIVITY PROVISION

BROWN hereby states and affirms that **CITY** shall, during the terms of this agreement and any rollover term, be the exclusive sole provider of any and all inmate communications systems, including but not limited to inmate telephone systems, video visitation systems, messaging, texting, arraignment systems, and any and all other Apps or systems which can be provided by **CITY** by wired or wireless devices.

(P) TECHNOLOGY BONUS

CITY shall provide for **BROWN**, a one-time cash bonus of \$40,000.00 (Forty Thousand Dollars and Zero Cents) in cash. **CITY** shall pay \$5,760.00 (Five Thousand Seven Hundred Sixty Dollars and Zero Cents) annually for the Earth Class Mail Subscription and \$3,600.00 annually for Fast Case Law Library subscription. **CITY** shall pay \$2,000.00 (Two Thousand Dollars and Zero Cents) for interface with Net Data.

(Q) ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and may be modified or amended only by written agreement signed by both parties.

(R) SEVERABILITY

If any term, sentence, paragraph, or provision of this agreement or the application thereof, be deemed invalid or unenforceable, the remaining terms, sentences, paragraphs, and provisions shall not be affected and shall remain valid and enforceable to the maximum extent allowed by law and the terms of this agreement.

THUS DONE AND SIGNED on this _____ day of _____, 2020.

Brown County Sheriff's Office

By: _____

Signature

Vance Hill

Print Name

Sheriff

Title

Brown County, Texas

By: _____

Signature

Paul D. Lilly

Print Name

County Judge

Title

THUS DONE AND SIGNED on this _____ day of _____, 2020.

City Tele-Coin Company, Inc.

By: _____

Signature

Gerald L. Juneau

Print Name

President & CEO

Title