



**BROWN COUNTY SHERIFF'S OFFICE
INMATE TELEPHONE SYSTEM**

Brown County Sheriff's Office
Attention: Les Karnes – Phone Proposal
1050 W Commerce
Brownwood, TX 76801

Opening Date: November 09, 2020
Opening Time: 9:00 am

William L. Pope
Bill.Pope@ncic.com

607 E Whaley St
Longview, TX 75601

Phone: 903-757-4455
Fax: 903-757-4899

November 9, 2020 (Exhibit #7)

COVER LETTER

Brown County Sheriff's Office
Attention: Les Karnes
1050 W Commerce
Brownwood, Texas 76801

On behalf of NCIC Inmate Communications ("NCIC"), I am pleased to present to Brown County Sheriff's Office, our complete response to your **Request for Proposal for Inmate Telephone System**. NCIC has thoroughly reviewed, understands, and complies with all aspects of this proposal. Provided throughout this proposal is detailed information regarding how NCIC aims to *continue* providing reliable service to your agency as we have proudly done since **November of 2016**. In fact, Brown County will enjoy continued support from NCIC personnel that have been involved with the County since **July 2010**, including Maurice "Mo" Mascorro. NCIC is the *only* provider that can offer a seamless continuation of the existing service with absolutely no downtime, which would be inevitable with a change to another provider. This proposal will remain open and valid for at least 180 days from the close date, if not longer.




NCIC is a trusted provider of inmate communications services in Texas, providing a range of value-adding technologies and tailored service to more than 60 separate correctional agencies throughout the State, including County Jails, Police Departments, and Juvenile facilities. NCIC is extremely proud of the work we have done, and continue to do, in the State of Texas where we support the daily operations of law enforcement, provide quality service for inmates, friends and family members, all while providing a generous return to our facility partners.

NCIC is proposing to continue providing the established Inmate Telephone System (ITS), while also introducing NCIC's very own, proprietary Video Visitation Service (VVS) and all related software, hardware and network components, customer and facility support, and ongoing maintenance. With NCIC, Brown County inmates will have continued access to the same leading communications platforms as have been in place for years, while their friends and families will be able to use their same established prepaid accounts with the lowest fees in the industry – ***only one account is needed to fund all services (phones, video)***.

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

In closing, as you evaluate our proposal, consider NCIC as your preferred, *proven* provider for inmate communications. As the existing, trusted provider for Brown County Sheriff's Office, NCIC enjoys the benefit of a proven track record of servicing your agency, and the transition to an updated Contract will be seamless, with zero downtime.

Sincerely,



William L. Pope,
President

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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

 **NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY WITH ALL ITEMS LISTED ABOVE.

VENDOR INFORMATION SHEET

Company Name Network Communications International Corp,
dba NCIC Inmate Communications

Mailing Address 607 E Whaley Street
Longview, TX 75601

Email Address Bill.Pope@ncic.com

Phone Number 903-757-4455

Fax Number 903-757-4899

SIGNATURE

Name & Title Authorized to Sign Bid (Print or Type) William L. Pope

Signature  Date 11/05/2020

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: Network Communications International Corp, dba
NCIC Inmate Communications
607 E Whaley Street
Longview, TX 75601
Telephone: 903-757-4455
Fax Number: 903-757-4899

1. Number of years proposer has been in this business: 25 Years

2. Proposing firm must have satisfactorily completed or currently maintained FIVE (5) contracts of similar size in the last five (5) Years.
 - (a) Facility: Anderson County Jail
Contact Name: Captain TJ Choate
Telephone: 903-729-6068

 - (b) Facility: Caldwell County Jail
Contact Name: Sheriff Daniel Law
Telephone: 512-398-6777

 - (c) Facility: Kerr County Detention Center
Contact Name: Chief Clay Barton
Telephone: 830-896-1216

 - (d) Facility: Navarro County Jail
Contact Name: Captain Charlie York
Telephone: 903-654-3029

 - (e) Facility: Polk County Jail
Contact Name: Sheriff Kenneth Hammack
Telephone: 936-327-6810

NCIC is providing Gregg County TX as an additional reference, specific to Mail Scanning. Please also consider contacting Sheriff Maxey Cerliano at 903-236-8400.

HISTORY, QUALIFICATIONS AND EXPERIENCE

Introduction / Affirmations

Thank you in advance for consideration of our proposal for Inmate Telephone Services. NCIC Inmate Communications (“NCIC”) has read your **Request for Proposal for Inmate Telephone System**, and will comply with all provisions set forth. NCIC’s comprehensive suite of inmate communications technologies covers Inmate Telephone Systems, Video Visitation System (VVS), inmate tablets, kiosks, electronic mail, and all related technologies.

Turn to NCIC for reliable, secure, affordable inmate communications.

NCIC unlike the other large inmate phone providers in the industry, is not owned by private equity firms, with a confusing myriad of multinational interests. We have remained a privately held, employee-owned operation, with no parent company, granting us the flexibility to invest in technology and product development as we see fit. NCIC has the experience, expertise, technology, and track record to *continue* to meet and exceed the needs of Brown County. Company principals, William Pope and Jay Walters, incorporated NCIC Inmate Communications in 1995 and offer fifty-five (55) years of combined experience in the inmate telephone industry and customer support. NCIC has approximately 110 employees covering all job positions and located all over the United States, as well as abroad. NCIC continues to directly handles 100% of our operations, including software development, call processing, call center operations, rating & billing of calls. We do not outsource any aspect of our operations, ensuring that it is all based here in the United States.

NCIC has been providing phone service in correctional facilities *since 1998* originally as a whole-sale network provider facilitating our technology and services to our independent inmate telephone providers. NCIC went on to redesign our inmate telephone platform in 2007 in order to focus exclusively on jails and prisons and to build a secure 100% VoIP network. NCIC operates without fanfare, instead focusing on providing affordable, reliable, secure inmate communications, excellent customer service and a combination of advanced technologies found nowhere else in our industry. Every day, thousands of inmates and their families rely upon NCIC to provide affordable and reliable inmate communications.

NCIC operates globally providing secure, reliable inmate communications in nine (9) countries with nearly 15,000 inmate telephones installed in over 800 facilities. Between our two network sites, NCIC handles more than 550,000 calls, video visitation sessions and text messages & emails per day, all carried over our own private network with only minimal need to interface with the open internet or public switching network.

Unparalleled Customer Service

As the longest, continuously operating inmate telephone provider in the U.S., through our 25 years in business, we have both earned our partner’s respect, while managing to become a highly successful company providing unmatched customer service. This is best demonstrated by our A+ accreditation with the Better Business Bureau (BBB). We average less than six (6) BBB complaints per year. Although the number of complaints is negligible compared to our client base and call volume, we regret that any customer feels they have a negative experience with NCIC, and we strive to further reduce/resolve the number of complaints.



BBB Rating: A+

One way we accomplish this is by providing exceptional customer service 24 x 7 x 365. Through NCIC, Friends and Family members can actually speak to a multilingual, live operator at our Longview, Texas-based call center twenty-four (24) hours a day, seven (7) days a week, rather than being forced to navigate awkward, automated

IVR systems. In addition, Brown County will be assigned a designated customer service representative with an escalation list providing every vital NCIC staff members' office and cell phone numbers (up to and including the President / Co-Owner of the company). We take all problems seriously and commit to quick resolution. Our superior customer service does not stop there. We recognize that non-functional phones mean unhappy inmates as well as lower revenue. Our goal is to keep your facility, inmates and friends and family satisfied with preventive maintenance and reliable service through our on-site Field Service Technicians. Our inmate voicemail application even allows inmates to report phone problems, directly alerting NCIC to needed repairs, thus reducing the amount of involvement by your staff.

Affordable Inmate Telephone Provider

In addition to superior customer service, we attribute our low number of complaints to our reputation as a conservative, low-cost correctional telephone provider. NCIC understands it is important to provide fair and reasonable rates and fees so inmates can easily stay connected to their family and friends. We credit this policy as the reason NCIC is the only major correctional communication provider who has not been named in costly class action lawsuits. NCIC also understands there is a cost to our facility partners to provide inmate telephone services and believes that our facility partners have the right to receive funding (commissions) to offset costs relative to providing such services. Due to our unique call processing method and use of low rates and minimal fees to stimulate inmate calling, in every situation of displacing a competitor, our jails have realized a considerable increase in their commissions.

Technology Leader

Although we provide affordable rates and minimal fees, we also provide leading communication technologies. Since our founding, NCIC has had a clear technology vision and established its call control platform and product development approach accordingly. NCIC was the first inmate telephone provider to offer a centralized, secure inmate call control platform. Our scalable platform, which currently operates at less than 20% of overall capacity, can easily be upgraded to accommodate increased call traffic and recordings by simply adding equipment. NCIC has two geographically separate switching sites to provide the industry's most reliable network; sites are located in Longview, Texas and Dallas, Texas. To ensure NCIC does not have to "catch up" in our product offering, we reinvest approximately 20% of our annual revenues to new product development. Therefore, our clients can be assured they are being provided state of the art inmate communication services. Furthermore, NCIC has committed over \$2 million in patent development and licensing over the past several years, and over \$500,000.00 in patent defense.

As you evaluate our proposal, consider NCIC as your preferred provider of inmate communications services that will benefit Brown County's correctional operations, and we ask you for the opportunity to extend our services with reliable service and technology over the coming years.

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.

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

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

3. Erasures or other changes must be initialed by the person signing the RFP.

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

4. RFP's signed by an agent of the company must be accompanied by evidence of their authority.

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

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


6. Delivery charges are to be prepaid and included the proposed pricing.

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

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

8. Alternate products for those requested in the bid will not be considered unless authorized by the RFP.

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

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

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

11. Prices quoted shall be firm for a period of ninety (90) days from date of proposal opening.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

12. Brown County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

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

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

Provided in this proposal is detailed information regarding how NCIC aims to *continue* providing reliable service to your agency as we have proudly done since November of 2016 (and even further back, to 2010 when Brown County started working with Maurice "Mo" Mascorro and Infinity Inmate Phone Service. NCIC is the *only* provider that can offer a seamless continuation of the existing service with absolutely no downtime, which would be inevitable with a change to another provider. This proposal will remain open and valid for at least 180 days from the close date, if not longer.



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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

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

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC’s is providing our Texas Certification on the following page.

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The State of Texas

SECRETARY OF STATE

IT IS HEREBY CERTIFIED that
Articles of Incorporation of

NETWORK COMMUNICATIONS INTERNATIONAL CORP.
File No. 01413495-00

were filed in this office and a certificate of incorporation was issued to this corporation,
and no certificate of dissolution is in effect and the corporation is currently 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
the City of Austin, on November 12, 1998.*

Alberto R. Gonzalez
Secretary of State

MAC

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

As the current provider, will readily provide an updated Certificate of Insurance if so required by Brown County.

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

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY WITH ALL ITEMS LISTED ABOVE.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC is proposing to continue providing the all-encompassing Inmate Call Engine ('ICE') Inmate Telephone System and all related software, hardware and network components, customer and facility support, and ongoing maintenance. NCIC will remain fully responsible for all costs associated with the installation and ongoing maintenance including updates and enhancements.



The proposed ICE Inmate Telephone System and all equipment that support Brown County's call monitoring/security needs includes digital recording technology, network, database, servers, call processors, digital and analog communications circuits, telecommunications capabilities, and other required system functionality for inmate telephones and inmate visiting / visitation phones including real-time monitoring and recording. NCIC's ICE system's centralized architecture is easily expandable at all levels. The equipment already installed at the facility typically supports 24 inmate telephones per AdTran unit. If there are no more ports available, additional units can be added as needed. If bandwidth requirements for the new telephones exceed the current bandwidth, then it will be increased as needed to handle the additional phones (at NCIC's sole expense).

The centralized platform is monitored constantly for capacity issues and continues to use the newest technology in web tools and is compatible with any Windows-based PC along with all common browsers. By use of HTML5, our interface is accessible without need of downloading any foreign software onto the user's device. HTML5 has been the most reliable standard player available in the industry and is pre-loaded onto all new PC's, Macs, tablets, and smartphones. Our interface also works on all browsers: Chrome (preferred), Internet Explorer, Safari and Firefox. All functions of the system are accessible 24/7/365 via any internet-enabled computer, tablet or smart-phone allowing authorized users access throughout the platform based on their specific level of access based on Brown County's authorization. The system provides multiple tiered security access levels based on County's specific needs.

LENGTH OF CONTRACT : Negotiable.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY WITH ALL ITEMS LISTED ABOVE.

NCIC is extremely proud of our track record of providing exemplary service to the Brown County Sheriff's Office and Jail, one of the reasons we have enjoyed our partnership with the County for such a long period of time. NCIC fully intends to continue and build upon this record of exceptional service delivery.

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


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

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.

 **NCIC RESPONSE:** READ, UNDERSTOOD, AND WILL COMPLY WITH ALL ITEMS LISTED ABOVE.

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.

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

As the incumbent, NCIC's Inmate Call Engine (ICE) offers automated collect, prepaid collect, and debit calls, as well as authorized 'free' calls. The prepaid collect application supports prepaid collect international calls to any country, in addition to domestic calling. Calls to Canada, Mexico and Puerto Rico, a majority of international calling, can be processed as automated collect calls; all other countries require prepayment.

The current ICE system prohibits access to 800 and 900 type services and continues to allow for call blocking of specific telephone numbers such as victims, witnesses, judges, or County staff. A database of blocked numbers is maintained by NCIC, which can be shared with the Facility for approval, as required. A small but representative sample of the blocked number database includes 800, 888, 877, 900, 700, 911, 411, 311, 0, 950, 976, 555-1212 and 10-10xxx numbers. This database is updated regularly and at no time will inmates be able to reach a live operator or 411 information-type services. Any additional designated number required and requested by Brown County Sheriff's Office are easily added to the call blocking database.

Authorized Users can continue to manually block (or unblock) such numbers, or called parties can choose to deny all future phone calls and block calling access to their numbers simply by selecting the appropriate number on their keypad during the calling process. Additionally, NCIC's Customer Service team is available to continue to assist in blocking/unblocking telephone numbers, as needed. On the following page below is a screenshot depicting current blocked numbers within the ICE platform for Brown County.



Company: TCOO Facility: Brown County Jail

Prepaid Cards Configuration Users Activity Log

Home Live Monitoring Call History Briefcase Destinations

Clear	Number	City State	Description	Allowed
Edit Add	979	Bryan, TX	per / protective order	<input type="checkbox"/>
Edit Add	325	LK Brownwd, TX	Per customer request...do not unblock	<input type="checkbox"/>
Edit Add	325	Brownwood, TX		<input type="checkbox"/>
Edit Add	325	Brownwood, TX	cust. request block	<input type="checkbox"/>

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

As your current provider, NCIC will continue to provide all such Free Call configurations based on the preferences of Brown County. Free call configurations available within the current ICE system are extremely granular, customizable, and can be based on individual inmate telephones, specific destination phone numbers, specific inmate PIN, and can further be controlled by time-of-day allowances. Free call allowances are based on the requirements and discretion of Brown County Sheriff's Office, and all free calls (aside from authorized non-recorded) are recorded and stored like all other calls.

The current ICE system provides the ability to configure any and all inmates phone, or specific phone, to particular call duration/time limits, provides optional warning announcement for remaining time/security measures, calling patterns and time of day/on-off. The initial configuration is established during installation, and the ability to customize call lengths and settings to meet the unique requirements of Brown County can be configured by Authorized Users or NCIC Customer Support. See the example screenshot on the page that follows below, showing Time of Day allowances for Brown County:

General | Notes | Billing | Collect | Inmate Prepaid | Destination Prepaid | Defaults | Security

General | Destination Time of Day

Calls Allowed: Click and drag edge to increase/decrease, Click and drag middle to move entire range, Double click to remove
 Calls Restricted: Click to add allowed

	00:00	06:00	12:00	18:00	23:59
Sunday:	00:00 - 23:59				
Monday:	00:00 - 23:59				
Tuesday:	00:00 - 23:59				
Wednesday:	00:00 - 23:59				
Thursday:	00:00 - 23:59				
Friday:	00:00 - 23:59				
Saturday:	00:00 - 23:59				

The platform is generally set at the default configuration times, and as shown below, the system is capable of customizing the available calling hours by day, by individual inmate, and more:

Edit Inmate

InmateInfo | Notes | Restrictions | Alerts | Recordings | Statistics | Messaging | Transactions

General | Time of Day

Calls Allowed: Click and drag edge to increase/decrease, Click and drag middle to move entire range, Double click to remove
 Calls Restricted: Click to add allowed

	00:00	06:00	12:00	18:00	23:59
Sunday:	08:00 - 14:00				
Monday:	08:00 - 14:00				
Tuesday:	08:00 - 14:00				
Wednesday:	08:00 - 14:00				
Thursday:	08:00 - 14:00				
Friday:	08:00 - 14:00				
Saturday:	08:00 - 14:00				

Update | Cancel | Report

The current ICE system will not allow fraudulent calls such as call switching, credit card calls, directory assistance calls, call forwarding, conference calls, chain dialing secondary, dial-tone, etc., nor will access to the outside network ever be allowed. The current system provides a synthesized dial tone and controls all interaction with the phone network, forcing inmates to hang up the existing call before they begin the next call and ignoring any keypad input. An additional feature provided when

the current ICE system determines that an impermissible call has been attempted, a warning message is played to the parties on the call, and the call record is permanently marked with the pertinent details of the event (providing authorized users an easy way to go back and listen to the call), and if required, the call can be disconnected in real-time. The overall allowed duration of the call will be adjusted to account for any interjected messages, which will also be excluded from any billing calculations.

The current ICE system allows one-way, out-going service only, preventing any inmate telephone from receiving incoming calls. The centralized call switching uses a VoIP network connection to the inmate phones with only an indirect connection to the public switched phone network (PSTN). Inmate calls are able to be completed via the traditional wall-mounted inmate telephones, as well as via the optional secure tablet solution.

As the current provider, NCIC will continue to provide high quality, heavy-duty equipment that includes correctional-grade durable telephones that are suitable for a correctional environment with no exterior removable parts, and will install in full accordance with Brown County requirements and manufacturer's specifications. All phones employ a heavy-duty armored handset that is hearing-aid compatible, are FCC approved and in full compliance with ADA requirements. All such equipment and requirements are already in place based on manufacturer's specifications. Please see examples of NCIC's standard inmate phones, custom-built for NCIC by and detailed in the provided specifications sheets shown below and on the page that follows:



EQUIPMENT SPECIFICATION SHEET / TELEPHONE DESCRIPTION

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

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

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

G-TEL Enterprises JP3500

- Constructed of durable 14-gauge stainless steel
- Large, stainless steel ADA keypad
- Adjustable volume button
- Large customizable instruction card area
- Tamper resistant locking system
- Built in mounting plate designed for fast, easy installation
- Mounting plate includes gasket which prevents moisture from entering phone
- Oversized line-wire entrance hole w/ moisture preventing gasket
- Handset cord retaining bracket is designed for fast, easy handset changes
- Stainless grommet provides added security for handset cord
- Adjustable handset cord lengths
- Armored cord is made to Bell Core standards and withstands minimum 1000 lb. pulling test
- Magnetic hook switch/handset
- Optional noise-canceling microphone available



STANDARD HANDSET CORD LENGTH IS 24", OPTIONAL CORD LENGTHS ARE 6", 8", 12", 18", 32", AND 52"

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

ICE, the current system in place at Brown County, allows for collect, debit, prepaid, prepaid card, authorized free and speed dial calling utilizing a secure PIN. ICE offers an optional, easy to use PIN feature that is already interfaced with the inmate telephone system and Lone Star Commissary. NCIC's preference is for all initial inmate calls (during the booking / intake process) to require the use of the inmate PIN, as this helps gather valuable investigative data.

The proposed PIN feature can be interfaced with most JMS/Booking systems via a simple XML interface which ensures that all inmate data can be seamlessly transferred over without facility staff having to enter inmate data into multiple systems. PIN codes can be turned on/off for the entire facility, a group of phones or a specific phone, based on the needs of Brown County. For example:

PIN numbers can be turned on in general population but turned off in booking and juvenile. The site administrator can easily deactivate PIN numbers via the system application. The system has the capability to provide collect, debit, prepaid, prepaid card, free and speed dial calling utilizing a secure PIN. The inmate utilizes the same PIN number for all call types.

PIN codes are normally used to restrict any and all inmates to particular calling patterns. Following is a partial list of PIN restrictions: restrict an inmate's calling to certain days of the week, times of day for each of those days, specific phones or sets of phones, specific destination numbers, a limit on allowable numbers and call time limits. Each PIN can be tied to an "allowed" calling list or on the general allowed call list. The system administrator at Brown County or NCIC's customer service can set the limit of destination numbers an inmate is allowed with the default limit up to 9,999 different allowed destination numbers in order to prevent random or harassing calls to unknown numbers. This list can automatically be generated by maintaining the list of destinations the inmate has called and is easily customizable based on Brown County's request.

As an added disciplinary feature, inmate phone privileges can be either deactivated indefinitely or for a specific amount of time, based on the inmate's PIN. During the time that an inmate's privileges have been suspended, they can still be allowed access to attorney and counseling calls, if that is the preference of facility administration. Once the period of restriction has passed, the inmate will automatically have access to use the phone. The PIN system is fully configurable with the following features as shown in the table that follows:

PIN Features and Applications	
Inmate call restrictions based on PIN	PIN system shows first and most recent attempted/completed call date.
Restrictions by time of day, day of week, allowed calling lists, allowed phones/locations, limitation of free calls, limitation of commissary calls.	PIN system allows a quick view of all allowed / blocked destination numbers.
PINs can be changed manually or via JMS for automatic importing.	All calls can be monitored, and call activity viewed real time via the inmate's PIN.
PINs can be deactivated via web-interface or set for delayed activation.	All reports by PIN are generated in real-time and accessible via any internet-enabled computer, and.
PIN system allows detainees to receive voicemail messages from family members on the Personal Allowed Number (PAN) list (if approved by the County).	Call Detail Records ("CDRs") store all relevant call information and calls can be sorted in a myriad of ways, such as by date, PIN, inmate name, destination number, phone, duration and call disposition.
PINs can be set to have delays between calls to allow other detainees the opportunity to place calls.	Certain phones can be set to not require PINs (e.g. Booking).
Broadcast messages can be sent by facility staff to individual inmates, groups of inmates or the whole population.	PIN system can import up to 30 data points in inmate database, such as name, birthdate, age, gender, social security number, federal ID, origin, contract status, active/inactive, race, etc.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

Brown County's existing inmate telephone system (and the proposed video kiosk system) is capable of permitting full monitoring and recording of all calls and video sessions made from any inmate telephone or kiosk within the Facility, unless there are restrictions that prohibit the recording and monitoring of certain calls / sessions, such as attorney-client restrictions. Once calls have been recorded, they are stored in geographically separate, redundant backup locations to ensure 100% reliability. Although the inmate is not able to listen to the status of the call setup process, the current system is able to commence recording at the "off-hook" event, allowing Brown County to gather valuable investigative data. Recording beginning at "off-hook" event (instead of when the parties are actually connected) also captures any pertinent warnings/notices, such as that "calls may be monitored or recorded" – this is important in the event that an Attorney has not registered their number as a Privileged/Do not Record number. NCIC will remain fully responsible for providing all necessary hardware and software required to access, retrieve, and playback recorded telephone calls, and more. Multiple users can monitor in-progress calls simultaneously without affecting the performance of the existing system.

One of the key advantages of NCIC's overall proposal for Brown County is that we are the *only* provider that can offer uninterrupted, continued provision of the same Inmate Phone System, including all existing Call Detail Records ("CDRs") and associated recordings, stretching back to 2010. This is a significant benefit from an investigative standpoint.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC Inmate Communications has recently completed development and rollout of our own proprietary Video Visitation System ("VVS") which is just one component of our multi-functional inmate kiosk system. The addition of our VVS to NCIC's broader suite of inmate communications has ended our dependency on third-party providers of VVS which may not live up to NCIC's required standard of service delivery. The completely web-based system is now installed and operational in more than thirty (30) facilities, assisting our customers with streamlining the facility visitation process, increasing security by minimizing the movement of inmates around the facility and decreasing incoming contraband by minimizing visitor foot traffic into the facility.



Kiosk Features

- ORDER COMMISSARY
- EMAIL / MESSAGING
- VIDEO COMMUNICATIONS
- INMATE REQUESTS

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC will provide the required number of wall-mounted units, as well as any additional or replacement units as required at any point during the course of the Agreement, all at no cost to Brown County. In addition to the proposed wall-mounted units, NCIC offers portable ('roll-around') kiosks as well, which might be suitable for certain areas of the facility.

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

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

The proposed system is State of the Art, web-based, centralized and completely scalable to meet the potential future growth of the facility and user base. Authorized Users are able to access the proposed VVS from any internet-enabled device with their credentials (username and password), to access the user-friendly and intuitive interface. The proposed system is supported by all common internet browsers, although Google Chrome is preferred. The web based VVS provides facility administrators with the maximum amount of control and flexibility in how the facility's visitation program is managed.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

By default, all visitation recordings are able to be monitored and stored, except for those subject to attorney-client privilege. The proposed VVS allows for easy management of attorney-client visitation sessions, allowing facility administration to completely control this important aspect of the visitation program. The proposed VVS allows for recording and viewing of live video visitation session through the VVS Console. In addition, all previously recorded visits may be viewed in the Video Visitation reporting function. Multiple users can monitor simultaneously, without affecting the performance of the system, and without the parties on the session being aware of the monitoring. Shown below is a sample screenshot of the monitoring functionality.



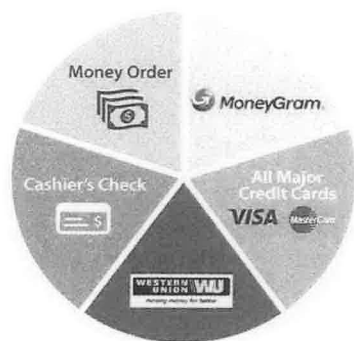
- The System must have the capability to perform off site visitations to laptops, smart phones, etc without the use of third party entities. Account funding options should be handled solely by the provider and it is not preferred by the County to have the inclusion of 3rd parties for such funding options.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

Authorized Users are able to access the proposed VVS from any internet-enabled device with their credentials (username and password), to access the user-friendly and intuitive interface. No special software is required to access the system and user access is able to be provided in varying levels, based on each Authorized User's required level of access and daily job functions.



Account Funding Options
Prepaid Collect and Direct Billing/Postpaid



Account funding options related to the proposed VVS are handled exclusively by NCIC, entirely removing this responsibility from Brown County. Friends and Family of inmates are able to set up and manage a single account to use all forms of available inmate communications: inmate phones, video visitation and secure inmate messaging. Accounts can easily be managed online or via telephone. This allows friends and family members to add up to ten (10) different phone numbers to each account, with only the single account setup/replenishment fee (all other inmate phone providers require a separate account for each individual phone number, with a fee applicable for each account).

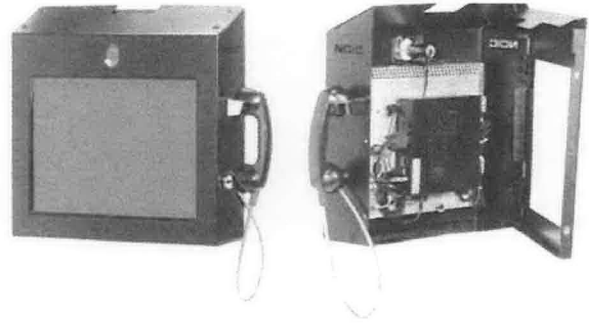
- Visitation Units must be constructed of high impact material including a steel lanyard and security grade handset.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

The proposed VVS has been designed specifically for use in a correctional environment, sturdy, robust, with no exterior removable components. The top surface of the kiosk is angled in order to prevent inmates from placing drinks and other items on top of the units, which are moisture resistant. Shown below are the typical specifications pertaining to the equipment:

EQUIPMENT SPECIFICATION SHEET / VIDEO VISITATION DESCRIPTION

The NCIC video visitation kiosk offers touch-screen input and is made of a rugged 16-gauge steel shell that contains small openings for cooling and ventilation – there are no exterior removable parts. The NCIC kiosk employs a heavy-duty armored swivel handset that is hearing-aid compatible, and has an anti-static receiver. The NCIC kiosks are designed to be wall mounted in its structure by being securely bolted. Aside from wall mounted kiosks, NCIC also provides correctional facilities with a portable kiosk option that can be easily transported to provide video communication and a range of other inmate applications.



The interior of the proposed kiosks contain a powerful encrypted CPU and monitor designed to be secure and ideal for a correctional environment.

FEATURES

- **Mini PC**
 CPU : Intel Celeron Quad core @ 2.0Ghz
 Ram : 4 Gb
 Storage : 32gb SSD
- **Monitor**
 17-inch touch screen
 Tempered shatterproof touch panels
- **Cameras**
 Microsoft LifeCam cinema 5.0 Mega Pixels
 ELP-USBFHD06H-MF80 2mp USB Camera
 (8MM manual focus lens, 3m USB cable, without microphone)
- **Handsets**
 24inch and 32 inch swivel handsets
- **Video Visitation Unit Shells**
 17-inches wide, 19-inches in height and 6-inches in depth
- **Kiosk Shells**
 19-inches wide, 11 ½ inches in depth, 59-inches in height, with a 22-inch x 21-inch base plate


Environmental Specifications

- Min. Operating Temperature: 32°F / 1.7°C
- Max. Operating Temperature: 90°F / 32.2°C
- Operating Relative Humidity: 8% to 90%

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

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

There are no special requirements as it relates to the internet connection that is needed for the proposed VVS. NCIC will remain responsible for providing a separate, dedicated network for the overall inmate communications system, including the associated expenses. In fact, NCIC has been providing the dedicated internet connection at Brown County for the past several years and will increase the amount of bandwidth as necessary to accommodate the Video Visitation System and any other applications running on the proposed inmate kiosks. NCIC typically recommends at least 3Mbps being available per visit. For every 10 Video Visitation kiosks we would suggest having a connection of at least 30Mbps (download) X 30Mbps (upload) to ensure video stability in the odd chance all units are being used at the same time.

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

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

The proposed inmate kiosks are multi-functional, offering a range of important services that not only help streamline facility operations, but also improve the lives of inmates and their friends and families. All applications are “plug & play,” able to be added / removed based on the preferences of facility administration. Shown below are examples of the services and applications available on the proposed inmate kiosks:

- | | |
|---|------------------------|
| ✓ Video Visitation (on-site and off-site) | ✓ Law Library |
| ✓ Inmate Ticketing (Grievances, Requests, etc.) | ✓ Facility Handbook |
| ✓ Secure Inmate Messaging | ✓ PREA Reporting |
| ✓ Commissary Ordering | ✓ Educational Programs |

Friends and family of inmates are able to easily set up and manage their inmate communications accounts using NCIC’s user-friendly website, or over the phone via our 24/7/365 Call Center offering access to *live* representatives. Funds added to a communications account are able to be applied to all forms of available inmate communications: inmate phones, video visitation and secure inmate messaging. A key benefit of NCIC’s overall proposal is the fact that NCIC is the existing Inmate Communications Provider for Brown County, meaning that the friends and families of Brown County inmates *already* have their communications accounts established with NCIC and are already familiar with these accounts, as well as NCIC’s industry-leading service.



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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC is proposing a completely no-cost, revenue-generating arrangement for Brown County, at no time will the County be responsible for any costs associated with any aspect of the proposed Inmate Communications System, including initial installation and ongoing maintenance. Please refer to Page 37 for full details regarding NCIC’s proposed Calling Rates, Fees and Compensation.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC is proposing our own proprietary Inmate Tablet solution, which is customizable based on the requirements of Brown County. The proposed tablets are robust, correctional-grade and are able to offer all of the same services and applications that are offered on the wall-mounted kiosks. NCIC will remain responsible for installing and maintaining all aspects of the proposed tablet solution, including the associated wireless infrastructure. NCIC usually recommends a tablet to inmate ratio of 1:10, although this is negotiable based on the requirements of Brown County.



All tablets will be stored and charged in mobile charging carts allowing for secure storage and easy transport. Charging carts hold up to 40 tablets and can be wheeled between pods to allow for maximum distribution of tablets in areas equipped with secured wireless connectivity. The charge cart itself simply plugs into a wall outlet when it is time to charge the tablet devices; otherwise, it can be rolled between pods without exposed cords or wiring. This prevents any inmate access to electrical componentry or wiring. If preferred by Brown County, NCIC can also provide wall-mounted charging options, which require less involvement by facility personnel.

NCIC recommends wall-mounted and portable inmate kiosks over inmate tablets, for a variety of reasons related to security, features and functionality, and associated expenses.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC's proposed Mail Scanning Solution can help the Facility significantly cut down on incoming contraband and provides an additional revenue source for Brown County. We developed our Mail Scanning Solution in response to our customer's needs to eliminate physical mail entering the facility, which are sometimes laced with drugs and other contraband. With the proposed solution, physical incoming mail (aside from legal mail which is typically handled separately) can simply be scanned in to the in-pod inmate kiosks for secure retrieval by the inmates. Inmates then have the option to initiate electronic messaging with their outside contacts. This solution has assisted our Facility customers in cutting down on incoming physical mail by up to eighty percent (80%).



Our most recent implementation of the proposed Mail Scanning solution is in Gregg County Texas, a 916-bed agency averaging approximately 825 inmates per day. Gregg County has experienced a considerable decrease in incoming contraband and have also enjoyed the decreased workload associated with sorting incoming physical mail.

The proposed Mail Scanning solution is able to be provided to Brown County under two scenarios:

Option 1) all incoming mail still goes to the facility and is process (scanned) by facility personnel in the mailroom.

Option 2) all mail gets diverted to an off-site mail processing center where trained and certified NCIC personnel safely process the mail, removing that burden from facility personnel. This option is typically offered at a commission adjustment.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC's Customer Support is completely maintained "in-house," with no aspect of service or support being "farmed out" to subcontractors or moved offshore. Facility staff have a variety of ways to quickly contact NCIC support staff. The toll-free phone number (888-686-3699) will continue to provide immediate, direct access to a LIVE account representative, so that any concerns can be quickly addressed. Additionally, Facility staff can send an email directly to our support crew via the following email address: support@ncic.com. All enquiries received will receive immediate notification of receipt, and resolution will follow shortly thereafter.

The existing ICE system and all on-site equipment is remotely monitored 24x7x365 using our self-diagnosing and reporting Orion Network Performance Monitoring (NPM) system from Solarwinds. The routers contain self-diagnostics software capable of automatically rebooting the units if required. The Orion NPM software provides automated alerts to the Network Operations Center whenever connectivity is lost. Adtran units can be rebooted manually and logged into remotely, configured and updated as required. Whenever the Solarwinds Orion NPM detects an anomaly an alert and a trouble ticket are created in our Network Operations Center (NOC) in Longview.

The NOC operates 24x7x365 and is available to support all level of support requests. In addition, it provides systematic monitoring such as on the VoIP gateway devices to proactively detect bandwidth interruptions or outages. For interruptions of more than 5 minutes during phone availability times, a call will be prompted to our bandwidth provider for resolution of the fault. This approach minimizes support issues from being noticed and reported by our clients in the first place.

The NOC systematically, remotely monitors the system to proactively identify potential disruptions and to minimize any noticeable support issues from occurring and is capable of providing remote service and maintenance to address service requests. Over ninety percent of service requests are resolved remotely.

FEATURES

- Quickly detects, diagnoses, and resolves network performance issues
- View performance, traffic and configuration details of devices and applications that are on premises, in the cloud, or across hybrid environments
- Respond to multiple condition checks, correlated events, network topology and device dependencies
- Automatically discover and map devices, performance metrics, link utilization and wireless coverage
- Automated capacity forecasting, alerting, and reporting
- Real-time network performance metrics with interactive charts and graphs
- Monitors, alerts, and reports on key device metrics (ex. Temperature, fan speed, power supply)

The assigned technician responds to the Service Request by first contacting the Customer to acknowledge receipt of the request and gather additional information required to troubleshoot and resolve the issue (e.g., how many units are affected, location of issue, is system operational, is it a software or hardware issue, etc.). The technician uses a variety of tactics including conducting remote testing, if available. If on-site support is required, the technician contacts the facility to arrange access and escorts. The technician works on the problem through resolution. During the course of the Service Request, the technician provides ticket updates to ensure timely communication is shared

with our customers and the account team. Upon resolution, the technician conducts on-site testing, notifies the on-site customer contact, and provides ticket documentation for trouble resolution and closure.

A review of monthly usage and trends of activity (e.g., zero usage stations, stations where usage has dropped significantly, stations with high demand) are conducted monthly. By monitoring traffic, we can identify potential failure on ports and/or equipment. Where feasible, we conduct remote access testing to identify potential locations of concern.

Please refer to the screen shots on the following pages of our Orion Network Performance Monitoring capabilities.

ORION NETWORK PERFORMANCE MONITORING SAMPLE SCREENSHOTS

solarwinds
HOME NETWORK VIRTUALIZATION

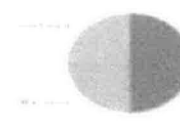
NPM Summary
Network Top 10 Wireless VSANS Overview

All Nodes managed by NPM

GROUPED BY VENDOR STATUS

@ Adtran
@ Up
 county-GA-00-NV1335
 Jail-LA-01-Adtran916
 Jail-LA-02-Adtran916_Visitation
 tyJail-MS-01-Adtran924
 tyJail-MS-02-Adtran924_Visitation
 ish-LA-02-Adtran916E3
 ish-LA-01-Adtran924
 ish-LA-02-Adtran924
 ish-JuvenileDetentionCenter-LA
 Ad
 Jail-LA-Adtran916
 ish-CSP-LA-01-Adtran924_Visitation
 ish-CSP-LA-02-Adtran924_Visitation
 ish-LA-00-Nevanta
 ish-LA-05-Adtran924_Visitation
 ish-LA-07-Adtran924_Visitation
 ish-LA-08-Adtran924_Visitation
 ish-LA-Adtran924
 tyJail-MS-Adtran924E3
 tyJail-MS-01-Adtran912
 tyJail-MS-02-Adtran916_Visitation
 Jail-MS-Adtran916
 ish-LA-Adtran916
 regional-LA-01&02-Adtran924
 Parish-LA-01-Adtran924
 Parish-LA-03-Adtran924
 Parish-LA-04-Adtran924
 Parish-LA-05-Adtran924
 Parish-LA-06-Adtran924
 Parish-LA-07-Adtran924
 Parish-LA-08-Adtran924
 Parish-LA-09-Adtran924
 Parish-LA-10-Adtran924
 Parish-LA-11-Adtran924
 Parish-LA-Nevanta
 tyAdultJail-MS-Adtran916
 ish-LA-Adtran924
 ougeDetention-LA-01-Adtran924
 ougeDetention-LA-02-Adtran916
 tyDetentionCenter-TX-01-Adtran924
 tyDetentionCenter-TX-02-Adtran924
 tyDetentionCenter-TX-03-Adtran924
 tySheriff-TX-Adtran924
 h-Juvenile-LA-Adtran909
 TX-Building1-00-Nevanta
 TX-Building1-1A-Adtran924E3
 TX-Building1-1B-Adtran908
 TX-Building1-2A-Adtran924
 TX-Building1-2B-Adtran908
 TX-Building2-3A-Adtran924
 TX-Building2-3B-Adtran908
 TX-Building2-4A-Adtran924
 TX-Building2-4B-Adtran908
 TX-Building3-5A-Adtran924
 TX-Building3-5B-Adtran908
 TX-Building3-6A-Adtran924
 TX-Building3-6B-Adtran908
 TX-Medical-7-Adtran924
 TX-00A-Nevanta
 TX-00B-Nevanta
 TX-01A-Adtran924
 TX-02A-Adtran924
 TX-03B-Adtran924
 TX-04B-Adtran924
 TX-05B-Adtran924
 TX-06A-Adtran924
 TX-07A-Adtran924
 unity-MS-01-Adtran924
 unity-MS-02-Adtran924
 sker-LA-01-Adtran924
 sker-LA-02-Adtran924
 h-LA-01-Adtran924
 h-LA-02-Adtran924
 countyJail-MS-01-Adtran924
 countyJail-MS-02-Adtran924
 nPD-TX-Adtran924
 unity-TX-01-Adtran924
 unity-TX-02-Adtran924
 unity-TX-03-Adtran924
 County-TX-01-Adtran916_Visitation
 County-TX-02-Adtran924E3
 sige-WI-01-Adtran924
 sige-WI-02-Adtran924
 stem-NewMexico-01-Adtran924
 stem-NewMexico-02-Adtran924
 stem-NewMexico-03-Adtran924
 y-CO-Adtran912
 tyJail-TX-Adtran924_SheriffInternet
 nFD-TX-Adtran912_SheriffInternet

Hardware Health Overview



Node Count 4

2 Up 0 Warning
0 Critical 0 Undefined

High Errors & Discards Today

INTERFACES WITH ERRORS/DISCARDS GREATER THAN 1000 TODAY

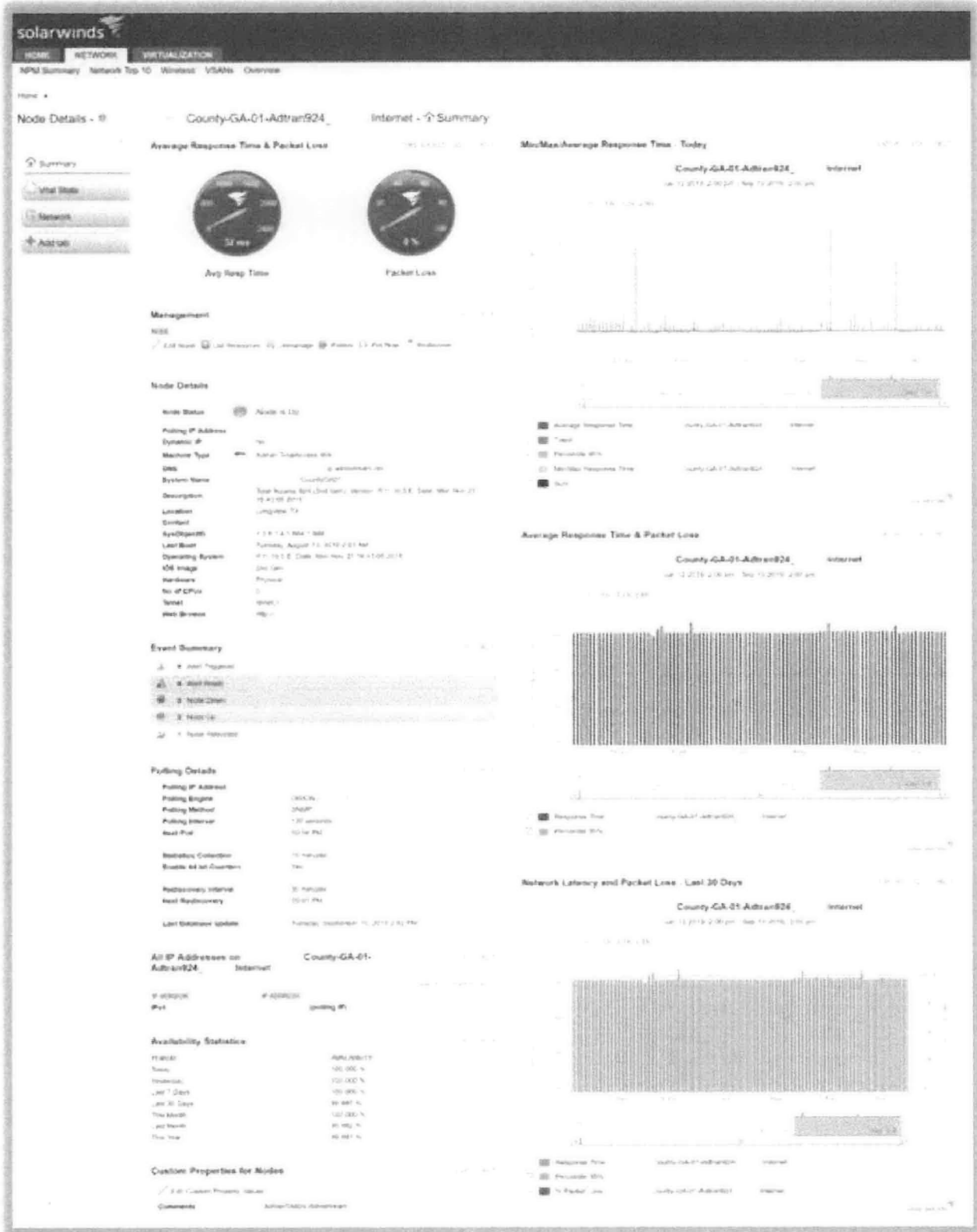
NODE	INTERFACE	RECEIVE ERRORS	RECEIVE DISCARDS	TRANSMIT ERRORS	TRANSMIT DISCARDS
ish-LA-02-Adtran916	gigabiteth 0/23 Uplink Ethernet (S/CA) 10Gbps v23h J23h Port	0 errors	0 discards	0 errors	0 discards
ish-LA-02-Adtran916	vlan 30 VLAN (S/CA) 10Gbps Fabric WAN - Pos 1335 to 1336 v30	0 errors	24,355 discards	0 errors	0 discards
ish-LA-02-Adtran916	vlan 200 VLAN (S/CA) 10Gbps Fabric WAN - Pos 1335 to 1336 v200	0 errors	24,355 discards	0 errors	0 discards
ish-LA-02-Adtran916	vlan 10 VLAN (S/CA) 10Gbps Fabric WAN - Pos 1335 to 1336 v10	0 errors	18,765 discards	0 errors	0 discards
ish-LA-02-Adtran916	vlan 20 VLAN (S/CA) 10Gbps Fabric WAN - Pos 1335 to 1336 v20	0 errors	23,863 discards	0 errors	0 discards
ish-LA-02-Adtran916	vlan 20 VLAN (S/CA) 10Gbps Fabric WAN - Pos 1335 to 1336 v20	0 errors	23,863 discards	0 errors	0 discards
ish-LA-02-Adtran916	vlan 10 VLAN (S/CA) 10Gbps Fabric WAN - Pos 1335 to 1336 v10	0 errors	23,861 discards	0 errors	0 discards
ish-LA-02-Adtran916	vlan 200 VLAN (S/CA) 10Gbps Fabric WAN - Pos 1335 to 1336 v200	0 errors	23,860 discards	0 errors	0 discards
ish-LA-02-Adtran916	eth 0/1 MAC: SPC390 PFC: PFC-C/S: 1800000000 v2	0 errors	0 discards	0 errors	0 discards

Leaf 25 Events

LAST 11 (14/11/15)

Time	Event
9/10/2019 2:29 PM	Packet loss has dropped from above 80% to below 5% and is currently 0 %.
9/10/2019 2:25 PM	4-00-Adtran912 returned at 9/10/2019 2:25:00 PM
9/10/2019 2:25 PM	4-01-Adtran924 returned at 9/10/2019 2:25:00 PM
9/10/2019 2:24 PM	ty-10-Adtran924's packet loss has been above 80% to 50
9/10/2019 2:24 PM	ty-14-05-Adtran912's packet loss has been above 80% to 50
9/10/2019 2:24 PM	returned at 9/10/2019 2:22:00 PM
9/10/2019 2:23 PM	4-01-Adtran924 is responding again. Response time is 71
9/10/2019 2:23 PM	is responding again. Response time is 24 milliseconds.
9/10/2019 2:23 PM	4-01-Adtran924 has stopped responding (Timeout)
9/10/2019 2:22 PM	has stopped responding (Timeout)
9/10/2019 2:22 PM	packet loss has been above 80% to 60 %.
9/10/2019 2:21 PM	ty-14-05-Adtran912's packet loss has been above 80% to 60
9/10/2019 2:16 PM	isomet has an average response time of 236
9/10/2019 2:16 PM	is a 200ms threshold
9/10/2019 2:13 PM	lost at 9/10/2019 2:14:00 PM
9/10/2019 3:12 PM	Group NGIC is Up
9/10/2019 2:11 PM	
9/10/2019 2:10 PM	ending again. Response time is 0 milliseconds.
9/10/2019 2:10 PM	opped responding (Timeout) (74)
9/10/2019 2:10 PM	a packet loss has been above 80% to 70 %.
9/10/2019 2:10 PM	Group NGIC is Warning
9/10/2019 2:09 PM	Msg status due to member status
9/10/2019 2:09 PM	is in a Unresponsive state
9/10/2019 1:59 PM	Adtran916 has dropped its average
9/10/2019 1:59 PM	res 200ms to 64 ms which falls below the 100ms threshold.
9/10/2019 1:58 PM	ty-TX-03-Adtran924's packet loss has dropped its average
9/10/2019 1:58 PM	res 200ms to 78 ms which falls below the 100ms threshold.
9/10/2019 1:49 PM	Adtran916 has an average response
9/10/2019 1:49 PM	time above the 200ms threshold.
9/10/2019 1:16 PM	packet loss has dropped from
9/10/2019 1:16 PM	8 and is currently 0 %.

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The primary technician is already extremely familiar with the facility's infrastructure, layout, daily contacts, and general protocol for entry and work in the facility (e.g., procedures for bringing in tools, getting gate passes, coordinating escort coverage). Our approach enables our field force to be nimble

in moving through our customers' clearance protocols so that problems are addressed promptly. Technicians work with designated facility personnel to keep the systems running at maximum efficiency, meet the telephone needs of the inmate population and eliminate operational problems and/or security hazards as quickly as possible after they are identified. In summary, NCIC technicians are available 24x7x365 and work in a close team environment so they back-up each other on after-hour coverage. NCIC responds promptly to all service outages and maintenance requirements.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

All maintenance, replacements and upgrades will be promptly provided at no cost ensuring Brown County continues to have the latest in technology. Major releases are scheduled every quarter (at least), as we add new products and features to the platforms. NCIC reinvests approximately 20% of our annual revenues to new product development.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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".

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

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY WITH ALL ITEMS LISTED ABOVE.

NCIC has provided a sample commission report on Page 36 based on thirty (30) days following the last day of the month.

NCIC has provided complete detailed commission information in our compensation offer. Please reference proposed Calling Rates, Fees and Commission Offer on Page 37.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC has provided complete detailed rate information along with the commission information in our compensation offer. Please reference proposed Calling Rates, Fees and Commission Offer on Page 37.

PROPOSED RATES, FEES AND COMMISSIONS

CALL TYPE	PREPAID COLLECT		DEBIT / DEBIT CARDS	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
LOCAL	\$0.00	\$0.16	\$0.00	\$0.16
INTRALATA / INTRASTATE	\$0.00	\$0.16	\$0.00	\$0.16
INTERLATA / INTRASTATE	\$0.00	\$0.16	\$0.00	\$0.16
INTERLATA / INTERSTATE	\$0.00	\$0.16	\$0.00	\$0.16
MEXICO	\$0.00	\$0.25	\$0.00	\$0.25
INTERNATIONAL	\$0.00	\$0.35	\$0.00	\$0.35
COMMISSION AMOUNT:	69% of TRUE Gross Call Revenue			
TECHNOLOGY GRANT:	Provision of a comprehensive Video Visitation / Inmate Kiosk system at no cost to Brown County.			

ADDITIONAL TECHNOLOGIES (If Used)

CHARGE/FEE NAME	AMOUNT
REMOTE (OFF-SITE) VIDEO VISITATION – PER MINUTE RATE:	\$0.30
ON-SITE VIDEO VISITATION – PER MINUTE RATE:	\$0.00 (Free)
SECURE INMATE MESSAGING – PER MESSAGE RATE:	\$0.25/Message (\$0.35/Picture Attachment)
REMOTE VIDEO VISITATION and SECURE INMATE MESSAGING – COMMISSION:	25% of Gross Visit and Messaging Revenue

Should Brown County elect 'Option 2' for the proposed Mail Scanning solution (see Page 29), the commission on Remote Video Visitation will be 0%.

INMATE COMMUNICATION SYSTEM – FEES

CHARGE/FEE NAME	AMOUNT
LIVE OPERATOR TRANSACTION FEE:	\$5.95
AUTOMATED OPERATOR TRANSACTION FEE:	\$3.00
WEB TRANSACTION FEE:	\$3.00

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;
- Parent company name, address, telephone number, & chief executive officer;

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

Network Communications International Corp, dba NCIC Inmate Communications, is a Texas-owned corporation with headquarters located at 607 East Whaley Street, Longview, Texas 75601 and can be reached via our toll free number (888-686-3699), fax number (903-757-4899), email (support@ncic.com). Mr. William L. Pope is our President / Chief Executive officer.

- Contact person's name, address, & telephone number for purposes of this proposal;

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

Provided below are NCIC's Key Personnel, along with their contact details, who continue to provide professional support and services for Brown County.

KEY PERSONNEL

Name	Location and Contact number	Primary Role/ Responsibility	Experience
Maurice Mascorro, Regional Vice-President of Sales	Liberty Hill, TX (512) 963-2330 Maurice.Mascorro@ncic.com	Oversee Project and available for on demand questions and answers to minimize any potential challenges in the project time-lines.	Co-Founder/pioneer of the Inmate Telephone Industry. Over 30 years of experience in development, design, and implementation of jail products.
Douglas Morgan, Regional Account Manager	Longview, TX (903) 757-4455 Doug.Morgan@ncic.com	Primary contact for Brown County; Responsible for orchestrating installation and ongoing customer service.	Over 19 years customer service experience managing all facets of customer & facility support, call center operations, and inmate enquiries.
Randy Dilday, Installation Coordinator	Longview, TX (903) 757-4455 Randy.Dilday@ncic.com	Oversight of inmate telephone installations, ensures staffing, oversees 24-hour customer service call center and training.	Over 15 years of installations/ operations and call center operations in the jail market.
Randy Polk, Customer Service Support Manager	Longview, TX (903) 757-4455 Randy.Polk@ncic.com	Oversees Customer Service and Support Tickets; Oversees onsite & remote Training	Over 20 years customer service experience in the Jail market.
Bill Pope, President	Longview, TX 888-386-6775 903-757-4455 Bill.Pope@ncic.com	Manages the daily operations of operator services and billing as well as the development strategy of new billing products for payphone and inmate phone industry. Primary representative to regulatory authorities and partner companies.	Telecommunications career specifically in payphone, inmate telephone and billing services for 28 years. Extensive international sales and travel over past 11 years dealing specifically with dominant telephone companies (PTTs) in over 20 countries.

- Company history, current status, & length of time in business;
- Qualifications & experience including ability to perform the requested services;
- Overview of telecommunications experience including inmate telephone services;

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

Please refer to "History, Qualifications and Experience", Page 7.

- Company financial statement showing income and earnings for the most recently closed year;

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

Please reference NCIC's Financial Statements in the separately sealed envelope. As a privately held company, NCIC respectfully requests that this material be withheld from any Public Records / FOI request submitted to the County, regarding this solicitation.

NCIC is proud of our reputation as the independently owned, conservative, low-cost provider in the industry, operating with zero debt. This is contrary to the plight of the largest providers in the industry who are beholden to a confusing array of multinational hedge-fund interests, and a perpetual acquisition cycle. Being privately owned and debt-free allows NCIC to focus on our obligations to our main stakeholders – our Facility partners and the constituents they serve.

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

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

Please refer to Statement of Qualification / References provided on Page 6.

- Sample Contract that the Vendor will propose to the County.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

Please refer to NCIC's Sample Contract beginning on Page 41.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL 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.

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

NCIC would be pleased with the opportunity for an on-site, in-person demonstration of all upgrades, additional technologies and new features and services proposed.

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

NCIC RESPONSE: READ, UNDERSTOOD, AND WILL COMPLY.

Inmate Communications Agreement
(SAMPLE CONTRACT)

CONTRACT BETWEEN BROWN COUNTY, TEXAS AND NCIC INMATE COMMUNICATIONS, INC.

This NCIC Inmate Communications Service Subscriber Agreement ("Agreement") is made this _____ day of _____, 2020, by and between NCIC Inmate Communications, (Provider), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and **Brown County Sheriff's Office** (Subscriber) having its principal place of business at:

Address: 1050 W Commerce

City, State & Zip code: Brownwood, TX 76801

Contact: Les Karnes

Phone: 325-641-2202 Fax: 325-641-2481

Email address: les.karnes@browncountytexas.org

WITNESSETH

Whereas, the Subscriber is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the facility. Whereas, the Provider is a qualified and willing participant with the Subscriber to provide inmate telephone, video visitation and related communication services; in consideration of the mutual benefits to be derived hereby, the Subscriber and the Provider do hereby agree as follows:

I. TERM

(A) This Agreement shall begin on the date of completed installation (defined as the date on which the first inmate telephone call is completed through the installed Inmate Telephone System (ITS)), and continue in full force and effect for a period of five (5) years from such date and will automatically renew under same terms and conditions consecutively for five (5) year periods, if notice of termination is not received ninety (90) days prior to completed initial term or any renewal term.

II. SCOPE OF SERVICE

(A). **Inmate Telephone System**

Provider shall provide, at no cost, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS). The ITS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

(B). **ITS Payment**

Provider will forward monthly payment to Subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to **69%** of gross call revenue originating from the facility not to include federal, state and local taxes, prepaid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s). Full details regarding payments and revenue-share are provided within **Attachment A – Rates, Fees and Commissions** of this Agreement.

(C) **ITS Rules and Regulations (General)**

1. The Provider shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

(D). **Provider's Responsibilities - ITS**

1. Provide a comprehensive ITS that will allow for collect, prepaid collect and debit/debit card calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;
2. Provide an ITS which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
3. Installation of new inmate telephone equipment at all included Facilities and any required station cabling as determined necessary;
4. Systems and equipment that support the Facility's call monitoring/security needs, including terminals and digital recording equipment as determined necessary;
5. Centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;

6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ITS system and equipment;
7. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Commission payments based on gross revenue of ALL calls and monthly revenue statements provided, upon request.

(E). ITS Installation (General)

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, the Provider shall install new station cabling (Category 3 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

(F). ITS System Functionality (General)

The Provider shall provide an ITS with a system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls. The ITS shall contain security features which prevent unauthorized individuals from accessing any information held by the Provider. Secure access to the system and the database shall be maintained at all times. The Provider shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Agreement. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish.

(G). Inmate Telephone Equipment

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(H). Video Visitation System

Provider shall provide, at no cost, a fully operational, secure and reliable Video Visitation System (VVS). The VVS shall, depending on the requirements of the Subscriber, be capable of completing both on-site (standard) and off-site (remote) visitation sessions. The VVS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

(I). **VVS Payment**

The company will forward monthly payment to subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to **25%** of gross remote visitation session revenue associated with remote visitation originating from the facility not to include federal, state and local taxes, prepaid account fees, approved free visitation sessions and any other cost recovery mechanism (s). It is understood that on-site (standard) visitation is provided at no cost to inmates and their friends or family. The agreed-upon rates for off-site (remote) visitation sessions are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement.

(J). **VVS Rules and Regulations (General)**

1. The Provider shall adhere to any and all municipal, state or federal requirements for VVS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all VVS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased visitation rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all VVS modifications necessary to allow inmates to participate in VVS sessions in compliance with any industry requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the VVS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

(K). **Provider's Responsibilities – VVS**

1. Provide a comprehensive VVS that will allow for on-site and off-site visitation services based on the needs of the Subscriber;
2. Provide a VVS which includes, but is not limited to, system infrastructure, network, database, servers, new visitation processors, communications circuits, visitation monitoring and recording functionality, and any additional required system functionality;
3. Installation of new video visitation equipment at all included Facilities and any required station cabling as determined necessary;
4. Provide systems and equipment that support the Facility's visitation monitoring/security needs, including visitation terminals and digital recording equipment as determined necessary;
5. Provide a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical visitation transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS system and equipment;
7. Provide ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the video visitation services as applicable to inmates, families, and/or facility staff;

9. Provision of all related support services not otherwise indicated herein, and;
10. Remit commission payments based on gross revenue of remote visitation sessions and monthly revenue statements provided, upon request.

(L). **VVS Installation (General)**

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the VVS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the visitation stations. In cases where existing station cabling cannot be used, the Provider shall install new station cabling at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement. Provider will ensure that informational flyers, placards or other media is provided to inmates and visitors showing VVS use instructions, rate information and any other information deemed essential to the utilization of the VVS.

(M). **VVS System Functionality (General)**

The Provider shall provide a VVS which is suitable for a correctional environment, sturdy, tamper-resistant, and must provide high-quality, stereo audio and broadcast-quality video. The VVS shall be capable of completing on-site visitation sessions at no cost to the general public or inmate, and will charge a per-minute rate for any off-site (remote) visitation sessions connected. The Provider shall provide remote access to authorized users for the Subscriber for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling. The VVS shall allow authorized users to remotely shut down and/or disable an individual inmate visitation station or group of visitation stations quickly and selectively without affecting other visitation stations. Further, the VVS shall be capable of limiting the length of a video visitation session, providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.

The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and remote visitation sessions using an internet browser and internet connection. The VVS shall fully monitor and record all visitation sessions unless there are restrictions that prohibit the recording and monitoring of certain sessions, such as attorney-client restrictions.

(N). **Video Visitation Equipment**

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(O). **Equipment Service & Maintenance**

The Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional in regards to all labor, materials, service hardware and/or software. The Provider shall further warrant that any equipment installed for the subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, the Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which the Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility.

III. General Policies

(A). Termination

Either party may terminate this Agreement for cause prior to expiration of the initial term if there is an alleged breach of the term(s) by the offending party. If a breach of this Agreement occurs by the Provider, the Subscriber may, by written notice, send a demand letter to cure breach within thirty (30) days. The cure period may be extended to a mutually agreeable date up to ninety (90) days, if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

(B). Indemnification

The Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Facility, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Provider, or its employees or agents, in the course of the operations of this Contract.

(C). Provider's Insurance

The Provider agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement.

(D). Assignment

In the event that Provider transfers authority of the Facility covered by this agreement, there shall be no required consent by the Subscriber to the assignment of this Agreement.

(E). Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

(F). Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

(G). Governing Law

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

(H). No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit

attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

(I). Exclusivity and Right of First Refusal

In consideration of compensation and services provided herein, Subscriber grants to Provider exclusive rights to install and maintain telephones and/or inmate communications systems within its building or on its private property (Location) during the term of this Agreement. The Provider and Subscriber have agreed upon specific rates for inmate collect, debit and prepaid collect calls, video visitation sessions, as well as ancillary inmate communications technologies as described in **Attachment A – Rates, Fees and Commissions** of this Agreement. Except for existing third-party vendors and only until such third-party vendor's contract expires, Subscriber will not allow any products or services that compete with those supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber facility, including present and future Subscriber facilities. Provider will have the exclusive right to provide the products and services implemented at Subscriber facility through this Agreement, including any renewals / extensions, and those other inmate communications, educational or entertainment products or services, kiosk services, inmate banking services, tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Subscriber during the term of this Agreement, whether the products or services are for inmates located at Subscriber facility or at third-party facilities; provided, however, that Provider may choose not to exercise this exclusive right.

(J). Circumstances Uncontrollable by Provider

We reserve the right to renegotiate or terminate this Agreement upon thirty (30) days written notice if circumstances outside our control related to the Facilities including, without limitation, changes in rates, regulations, or operations mandated by law; reduction in inmate population or capacity; changes in jail policy or economic conditions; acts of God; actions taken by the facility that negatively impact the Providers business, however, we shall not unreasonably exercise such right. Subscriber acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking any steps necessary to perform in compliance.

(K). Suspension of Unused Applications

For licensed products such as Voice Biometrics, Call Transcription Services and other features, products or applications licensed as part of the Inmate Telephone System, if not accessed / used within any 90-day period, Provider reserves the right to disable such applications and only re-enable such applications when requested.

SUBSCRIBER

PROVIDER

Signature

Signature

Print Name

William L. Pope

Print Name

Title

President

Title

Date

Date

**ATTACHMENT A
RATES, FEES AND COMMISSIONS**

CALL TYPE	PREPAID COLLECT		DEBIT / DEBIT CARDS	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
LOCAL	\$0.00	\$0.16	\$0.00	\$0.16
INTRALATA / INTRASTATE	\$0.00	\$0.16	\$0.00	\$0.16
INTERLATA / INTRASTATE	\$0.00	\$0.16	\$0.00	\$0.16
INTERLATA / INTERSTATE	\$0.00	\$0.16	\$0.00	\$0.16
MEXICO	\$0.00	\$0.25	\$0.00	\$0.25
INTERNATIONAL	\$0.00	\$0.35	\$0.00	\$0.35
COMMISSION AMOUNT:	69% of TRUE Gross Call Revenue			
TECHNOLOGY GRANT:	Provision of a comprehensive Video Visitation / Inmate Kiosk system at no cost to Brown County.			

**ADDITIONAL TECHNOLOGIES
(If Used)**

CHARGE/FEE NAME	AMOUNT
REMOTE (OFF-SITE) VIDEO VISITATION – PER MINUTE RATE:	\$0.30
ON-SITE VIDEO VISITATION – PER MINUTE RATE:	\$0.00 (Free)
SECURE INMATE MESSAGING – PER MESSAGE RATE:	\$0.25/Message (\$0.35/Picture Attachment)
REMOTE VIDEO VISITATION and SECURE INMATE MESSAGING – COMMISSION:	25% of Gross Visit and Messaging Revenue

Should Brown County elect 'Option 2' for the proposed Mail Scanning solution (see Page 29), the commission on Remote Video Visitation will be 0%.

INMATE COMMUNICATION SYSTEM – FEES

CHARGE/FEE NAME	AMOUNT
LIVE OPERATOR TRANSACTION FEE:	\$5.95
AUTOMATED OPERATOR TRANSACTION FEE:	\$3.00
WEB TRANSACTION FEE:	\$3.00

ATTACHMENT B
CUSTOMER PRODUCT LIST

<u>NCIC CUSTOMER PRODUCT / SERVICE</u>	<u>COST TO COUNTY</u>
INMATE CALL ENGINE (INMATE PHONE SYSTEM):	\$0.00
INMATE PHONE and VISITATION MONITORING / RECORDING:	\$0.00
COMMISSARY ORDERING by PHONE / KIOSK:	\$0.00
SECURE INMATE PIN SYSTEM:	\$0.00
INTEGRATION WITH JMS, COMMISSARY and OTHER SYSTEMS:	\$0.00
'SECURE COLLECT' (ONLINE / LIVE OPERATOR ACCOUNT SET-UP):	\$0.00
INMATE TROUBLE TICKET (VIA PHONE / KIOSK):	\$0.00
LIVE, MULTILINGUAL US-BASED CALL CENTER:	\$0.00
COMPLETE SYSTEM INSTALLATION, TRAINING and MAINTENANCE:	\$0.00
CORRECTIONAL- GRADE INMATE TELEPHONES:	\$0.00
CORRECTIONAL- GRADE INMATE KIOSKS:	\$0.00
ALL REQUIRED NETWORK INFRASTRUCTURE, BANDWIDTH:	\$0.00
OTHER (SPECIFY):	\$0.00