

## INMATE TELEPHONE SYSTEM BROWN COUNTY SHERIFF'S OFFICE

Brown County Sheriff's Office ATTN: Les Karnes - Phone Proposal 1050 West Commerce Brownwood, TX 76801

Due Date and Time: Friday, August 29, 2025, at 5:00 P.M.



**ORIGINAL** 



KIOSKS



REMOTE VISITATION



**MAIL SCANNING** 



MESSAGING



PHONE CALLS

NCIC.com | 800-943-2189

Doug Morgan
Doug.Morgan@ncic.com

607 East Whaley Street Longview, Texas 75601

Office 903-757-4455 Mobile 903-806-5884

September 2, 2025

Exhibit#13)



### TRANSMITTAL LETTER

On behalf of NCIC Correctional Services ("NCIC"), I am pleased to present Brown County our complete response to Request for Proposal for Inmate Telephones System. NCIC has thoroughly reviewed, understands, and complies with all aspects and provisions of this RFP. Provided throughout this proposal is detailed information regarding how NCIC aims to provide reliable service to Brown County. This proposal will remain open and valid for at least 180 days from the close date, if not longer.

NCIC successfully provided inmate telephone services from April 2016 to April 2020. During this time, the service operated without incident, maintaining a strong performance record throughout the term. Our service received positive feedback from facility staff and administration. Although the subsequent contract was awarded to CTC through a competitive bid process, NCIC's prior performance was acknowledged with satisfaction in quality and reliability of our services.

NCIC is a trusted provider of communication services across the United States and 9 other countries, providing a range of value-adding technologies and tailored service to more than 900 separate correctional facilities, including County Jails, US Military Prisons, Bureau of Indian Affair Prisons, Private Prisons, Police Departments, and Juvenile facilities. NCIC is extremely proud of the work we have done, and continue to do, in the law enforcement community, where we support the daily operations of law enforcement, and provide quality service for inmates, friends, and family members, all while providing a vital service at the industry's lowest rates. NCIC provides a comprehensive suite of investigative and communications technologies for correctional agencies and the constituents they serve, including:

- Inmate Telephone Systems
- Video Visitation Systems
- Messaging System
- Inmate Ticketing System (Grievance, Requests, Etc.)
- DocuSign for Inmates
- Digital Mail Service
- Voice Biometrics
- Multi-functional Kiosks
- Educational Tablets
- Schoolhouse Learning Management System Educational Platform
- Recharge for Re-entry program
- Inmate Voicemail
- Voice transcription and Keyword Alerts
- Digital Law Library
- Free access to our new 988 Suicide and Mental Health Crisis Hotline
- Commissary Ordering

NCIC works closely with each facility partner to establish which communications modules and applications should be made available to the inmate population, and provides customized reporting to facility administration covering revenue generation, completion of inmate calls and video visitation sessions, etc. NCIC is proposing a fully turnkey, integrated inmate communications platform and service solution which includes all technologies and network requirements requested in the County's RFP.

NCIC's overall proposal for Brown County revolves around leading security and investigative technology and a sturdy, *transparent* compensation offer that will provide the County with a water-tight method of forecasting the monthly earnings related to the inmate telephone environment. NCIC enjoys the reputation of being the <u>only</u> large inmate telephone provider operating with complete transparency in all dealings and



understands a reasonable profit can be attained while providing fair, low calling rates and minimal fees. NCIC also enjoys the benefits of being the largest <u>employee-owned</u> inmate communications provider in the United States and not beholden to the demands of private equity groups and offshore interests; our shareholders are our facility customers and constituents they serve, as well as our own employees.

NCIC is proud to offer these key strengths:

- <u>Secure</u>, <u>Reliable</u>, <u>and Cost-Effective Communications</u>: We deliver dependable, secure communication services at an affordable rate, ensuring uninterrupted access for facilities, inmates, and their loved ones.
- <u>Inter-Agency Investigative Access:</u> Call records remain accessible across facilities, enabling seamless collaboration between correctional agencies during investigations.
- Trained professional staff and leadership: Our knowledgeable staff and leadership team are dedicated to providing responsive, expert service and long-term support for facility operations.

NCIC is trusted across the United States to provide communications services and welcomes the opportunity to extend our services to Brown County, with reliable yet affordable communications, superior customer service, and technology. NCIC confirms there is no conflict of interest regarding other clients, or contracts of property interest for this project.

As you evaluate our proposal, we hope you consider NCIC as your preferred provider for Inmate Communications Services. NCIC is a Texas-owned corporation located at 607 East Whaley, Longview, Texas 75601, telephone 903-757-4455, fax 903-757-4899. Please feel free to contact me for any clarifications or additional information regarding this proposal as well as contractual obligations for this award. Thank you again for your consideration.

Sincerely,

Doug Morgan

Regional Sales Manager doug.morgan@ncic.com

Cell: 903-806-5884



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### **COMPANY PROFILE**

Network Communications International Corporation dba NCIC Correctional Services is a Texasowned corporation and is the longest running telecommunications carrier in the inmate telephone industry. NCIC is located at 607 East Whaley, Longview, Texas 75601 and can be reached by our customers via telephone at 903-757-4455, via fax at 903-757-4899, email at <a href="mailto:support@ncic.com">support@ncic.com</a>, or <a href="mailto:support@ncic.com">www.ncic.com</a>. Company principals William Pope and Jay Walters offer more than 62 years of combined experience in the inmate communications industry. NCIC is headquartered in Longview, Texas with satellite offices in Alabama, California, Iowa, Georgia, Minnesota, Missouri, North Carolina, Wisconsin, Mexico, El Salvador, Ecuador, Panama, and Honduras. In the event an inmate from Brown County is transferred to any facility serviced by NCIC, all associated data could be accessible to the County, if needed for investigation purposes.

NCIC has over 157 employees including full-time field technicians, with approximately \$90 Million dollars in revenue per year. In total, our platforms handle and record in excess of 700,000 secure phone calls, video visits, and text messages per day. NCIC is the *only* large inmate communications provider in the U.S. that has not been sued for overcharging inmates and friends and family on calling rates and fees. NCIC provides the lowest calling rates and fees in the industry and has never received notification of an overcharge. Furthermore, NCIC has had no contract terminated for any reason in the last five years and NCIC is not currently involved in any litigation and has no claims against it. NCIC is a trusted provider of inmate communications services in the United States and nine other countries, providing a range of value-adding technologies and tailored service to more than 900 separate correctional facilities, including County Jails, US Military Prisons, Bureau of Indian Affairs Prisons, Police Departments, Private Prisons, and Juvenile facilities. NCIC is extremely proud of our continued accomplishments in the law enforcement community, supporting the daily operations of law enforcement, providing quality service for inmates and friends and family members, all while providing a generous return to our facility partners.

NCIC's overall proposal revolves around leading security and investigative technology and a low, transparent approach to calling rates and fees. NCIC enjoys the reputation of being the only large inmate telephone provider operating with complete transparency in all dealings and understands a reasonable profit is attainable 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 – not beholden to the demands of private equity groups and offshore interests shareholders are our facility customers and the constituents served. All aspects of NCIC's proposed Inmate Communications System will be offered at no cost.

NCIC will provide a comprehensive suite of investigative and communications technologies for correctional agencies and the constituents served, including Inmate Telephone Systems (ITS), Video Visitation Systems (VVS), a recent upgrade on our call transcription system, voice biometrics, multifunctional Inmate Kiosks, Mail Scanning Solutions, Inmate Tablets, grievance services, educational and rehabilitative courses, and more. All proposed communication software included in our response was developed in-house by NCIC over the years – we are not proposing to re-sell communications software from a 3rd-party provider. Part of what makes NCIC's system unique is that a lot of the features have been developed based on communication with our Facility partners and tailored to meet their requirements and needs. NCIC's proposed platforms are a completely scalable system capable of providing collect and debit calling throughout a wide set of communications products.

NCIC has been providing secure phone service in correctional facilities since 1998 and redesigned our Inmate Call Engine ("ICE") platform in 2007 to focus exclusively on jails and prisons along with the technology and infrastructure to provide a secure 100% VoIP network. Originally a wholesale



network provider facilitating our technology and services to our independent inmate telephone providers, NCIC quickly grew and evolved into the third largest inmate communications provider in operation, but unlike the other correctional communication providers in the industry, is not owned by private equity firms with a confusing myriad of multinational ownership. NCIC has remained an employee-owned operation, granting us the flexibility to invest in technology and product development. Owned and based in the State of Texas, NCIC values the opportunity to provide this RFP response for inmate communications for Brown County.

NCIC's InTouch Video Visitation and Tablet Systems are the newest platforms to the industry, having been first rolled out in 2019 and now in over 150 jails, providing both on and off-site video visitation, inmate messaging, unlimited customizable inmate requests (grievances, PREA, medical, dental, general requests, ICE requests, religious, maintenance, etc.), along with links to various services, such as educational content, rehabilitative programs, commissary, Immigration Information Websites, Consular websites, Veteran Services, approved videos, inmate information, and access to inmate documents / handbooks.

NCIC will work closely with each facility partner to establish the best communication modules and applications for the inmate population along with customized reporting for facility administration covering revenue generation, completion of inmate calls, video visitation sessions, etc. NCIC's proposed solution is a fully turnkey, integrated inmate communications platform and service solution which includes all technologies and network requirements requested in the RFP.

NCIC understands that vendor relationships in the correctional industry are defined by the quality and reliability of ongoing facility support. NCIC is proposing 24/7/365 facility and customer support, regular preventative maintenance visits, and an escalation path for any unresolved issues that includes all key NCIC personnel, up to and including the President / Co-Owner of the company. NCIC's technicians will be responsible for installing all communications equipment at the County, as well as continuous maintenance, for the life of the Agreement. Additionally, Friends and Families of inmates will enjoy a superior level of Customer Support, with around-the-clock access to a live representative for answering questions and addressing concerns.

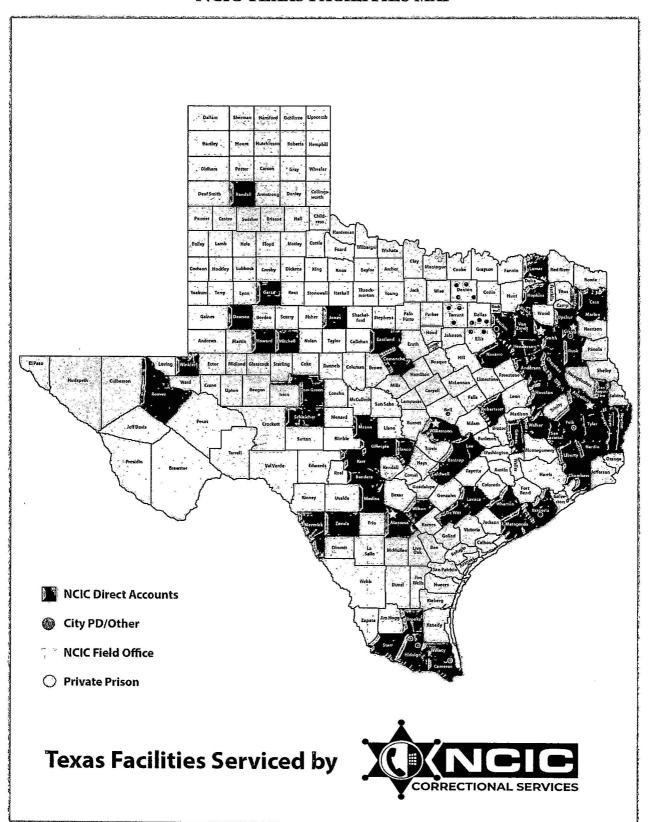
NCIC has provided responses delineating our proposal to accomplish meeting the County's needs and providing a communications service unmatched by other service providers. NCIC is trusted nationwide and internationally to provide a range of secure inmate communications services and welcomes the opportunity to provide our services to Brown County with reliable yet affordable inmate communications, superior customer service and technology to enhance facility operations and financial returns over the coming years.

NCIC Correctional Services is a financially sound and privately owned company with no parent or holding companies, operating with zero debt and maintaining full control over our financial decisions and long-term planning. This independence allows us to reinvest directly into our technology, infrastructure, and customer support, ensuring long-term stability and reliability for our partners. Our debt-free status reflects our fiscally responsible management and commitment to sustainable growth. NCIC has provided a copy of our audited financial statements covering the last 2-year period, submitted separately online.

The Texas map on the following page shows current NCIC facility customers utilizing the proposed system, including those near Brown County. NCIC's corporate headquarters are located right here in Texas, where all primary administrative and operational functions are managed. It is worth noting that NCIC has been a longstanding supporter of the Texas Sheriff's Association and Texas Jail Association.



### NCIC TEXAS FACILITIES MAP





### REFERENCES

Facility Name:	Tom Green County	
Facility Address:	4382 US 277 N, San Angelo, TX 76905	
Contact/Title:	Major Beth Holland-Mull	
Telephone Number(s):	325-659-6599	
Email Address:	beth.holland-mull@co.tom-green,tx.us	
Contract Period	November 2023	
Scope of Work	Inmate Telephone Services and Tablets	

Facility Name:	Williamson County	
Facility Address:	306 W. 4 <sup>th</sup> Street, Georgetown, TX 78626	
Contact/Title:	Kathleen Pokluda, Chief	
Telephone Number(s):	512-298-2621	
Email Address:	<u>kathleen.pokluda@wilco.org</u>	
Contract Period	August 2022	
Scope of Work	Inmate Telephone Services, Video Visitation, Tablets,	
	Mail Scanning, Ticketing, Forms, Law Library, and	
400	Educational Content	

Facility Name:	Kaufman County Sheriff's Office	
Facility Address:	1900 E. US Hwy 175, Kaufman, TX 75142	
Contact/Title:	Lori Compton, Chief	
Telephone Number(s):	972-932-9721	
Email Address:	<u>lori.compton@kaufmanso.com</u>	
Contract Period	July 2019	
Scope of Work	Inmate Telephones, Kiosks, Video Visitation, Mail	
	Scanning, Messaging, Tablets, Law Library, Educational	
	Content, Voice Biometrics, and Transcription	

Facility Name:	Atascosa County Jail	
Facility Address:	1108 Campbell Avenue, Jourdanton, TX 78026	
Contact/Title:	Captain Jose Mendoza	
Telephone Number(s):	830-769-3434 ext. 2248	
Email Address:	jose.mendoza@asco-tx.org	
Contract Period	March 2019	
Scope of Work	Inmate Telephone Services, Video Visitation, Tablets,	
	JMS and Commissary Integrations	

Facility Name:	Hopkins County	
Facility Address:	298 Rosemont St, Sulphur Springs, TX 75482	
Contact/Title:	Kenneth Dean, Jail Administrator	
Telephone Number(s):	254-216-0414	
Email Address:	kdean@hopkinscountytx.org	
Contract Period	February 2019	
Scope of Work	Inmate Telephones, Kiosks, Video Visitation, Mail	
	Scanning, Messaging, Tablets, Law Library, Educational	
	Content, Voice Biometrics, and Transcription	



### 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

**RFP REQUEST DATE:** 

8/4/2025

**RECEIPT DEADLINE:** 

8/29/2025 by 5:00 pm

**OPENING DATE:** 

9/2/2025

**OPENING TIME:** 

9:00 am

XXIII RESPONSE: HAS READ, AGREE, AND WILL COMPLY WITH ALL ITEMS ABOVE.



### **VENDOR INFORMATION SHEET**

Company Name	Network Communications International Corp. dba NCIC Correctional Services
Mailing Address	607 East Whaley Street
	Longview, TX 75601
Email Address	doug.morgan@ncic.com
Phone Number	903-806-5884
Fax Number	903-757-4899

### **SIGNATURE**

Name & Title Authorized to Sign Bid (Print or Type)	Doug Morgan, Regional Sales Manager
Signature	Date _ August 26, 2025



### 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:				International	Corp,	dba
					·	
		Telephone:				
		Fax Number:	903-757-4899	)		
mber of years prop	oser has been in	this business:	30 Years			
		y completed or	currently maint	ained FIVE (5)	contrac	cts of
Facility:	Tom Green Co	ounty				
Contact Name:	Major Beth Ho	olland-Mull				
Telephone:	325-659-6599					
Facility:	Williamson County					
Contact Name:	Chief Kathleen Pokluda					
Telephone:	512-298-2621					
Facility:	Kaufman Cour	nty Sheriff's Offi	ice			
Contact Name:	Chief Lori Compton					
Telephone:	972-932-9721					
Facility:	Atascosa Cour	nty Jail				
Contact Name:	Captain Jose N	<b>Mendoz</b> a	2 10000 0 30000035500 0 500			
Telephone:	830-769-3434 e	xt. 2248				
Facility:	Hopkins Coun	nty				
Contact Name:	Jail Administra	ator Kenneth De	an			
Telephone:	254-216-0414					
	mber of years proposing firm mustilar size in the last Facility: Contact Name: Telephone:	mber of years proposer has been in posing firm must have satisfactorilitar size in the last five (5) Years. Facility: Tom Green Contact Name: Major Beth Horomatical Major	NCIC Correct 607 E Whaley Longview, TX Telephone: Fax Number:  mber of years proposer has been in this business:  posing firm must have satisfactorily completed or illar size in the last five (5) Years. Facility: Tom Green County  Contact Name: Major Beth Holland-Mull Telephone: 325-659-6599  Facility: Williamson County Contact Name: Chief Kathleen Pokluda Telephone: 512-298-2621  Facility: Kaufman County Sheriff's Offi Contact Name: Chief Lori Compton Telephone: 972-932-9721  Facility: Atascosa County Jail Contact Name: Captain Jose Mendoza Telephone: 830-769-3434 ext. 2248  Facility: Hopkins County Jail Administrator Kenneth De	NCIC Correctional Services 607 E Whaley Street Longview, TX 75601 Telephone: 903-757-4455 Fax Number: 903-757-4455 Fax Number: 903-757-4499 mber of years proposer has been in this business: 30 Years posing firm must have satisfactorily completed or currently maint ilar size in the last five (5) Years. Facility: Tom Green County Contact Name: Major Beth Holland-Mull Telephone: 325-659-6599  Facility: Williamson County Contact Name: Chief Kathleen Pokluda Telephone: 512-298-2621  Facility: Kaufman County Sheriff's Office Contact Name: Chief Lori Compton Telephone: 972-932-9721  Facility: Atascosa County Jail Contact Name: Captain Jose Mendoza Telephone: 830-769-3434 ext. 2248  Facility: Hopkins County Contact Name: Jail Administrator Kenneth Dean	NCIC Correctional Services 607 E Whaley Street Longview, TX 75601 Telephone: 903-757-4455 Fax Number: 903-757-4499  mber of years proposer has been in this business: 30 Years  posing firm must have satisfactorily completed or currently maintained FIVE (5) illar size in the last five (5) Years. Facility: Tom Green County  Contact Name: Major Beth Holland-Mull Telephone: 325-659-6599  Facility: Williamson County  Contact Name: Chief Kathleen Pokluda Telephone: 512-298-2621  Facility: Kaufman County Sheriff's Office Contact Name: Chief Lori Compton Telephone: 972-932-9721  Facility: Atascosa County Jail Contact Name: Captain Jose Mendoza Telephone: 830-769-3434 ext. 2248  Facility: Hopkins County Contact Name: Jail Administrator Kenneth Dean	NCIC Correctional Services 607 E Whaley Street Longview, TX 75601 Telephone: 903-757-4455 Fax Number: 903-757-4899  mber of years proposer has been in this business: 30 Years  posing firm must have satisfactorily completed or currently maintained FIVE (5) contract ilar size in the last five (5) Years.  Facility: Tom Green County Contact Name: Major Beth Holland-Mull Telephone: 325-659-6599  Facility: Williamson County Contact Name: Chief Kathleen Pokluda Telephone: 512-298-2621  Facility: Kaufman County Sheriff's Office Contact Name: Chief Lori Compton Telephone: 972-932-9721  Facility: Atascosa County Jail Contact Name: Captain Jose Mendoza Telephone: 830-769-3434 ext. 2248  Facility: Hopkins County Jail Administrator Kenneth Dean



### 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.
- 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.
- 3. Erasures or other changes must be initialed by the person signing the RFP.
- 4. RFP's signed by an agent of the company must be accompanied by evidence of their authority.
- 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.
- 6. Delivery charges are to be prepaid and included the proposed pricing.
- 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.
- **8.** Alternate products for those requested in the bid will not be considered unless authorized by the RFP.
- **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.
- 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.
- 11. Prices quoted shall be firm for a period of ninety (90) days from date of proposal opening.
- 12. Brown County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NEIERESPONSE: HAS READ, AGREE, AND WILL COMPLY WITH ALL ITEMS ABOVE.

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

WILL COMPLY WITH ALL ITEMS ABOVE.

### LATE RECEIPT OF THE RFP

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

INTERESPONSE: HAS READ, AGREE, AND WILL COMPLY WITH ALL ITEMS ABOVE.



### 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.
- 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.
- 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.
- **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.
- 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.
- 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.
- 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.
- 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.

WILL COMPLY WITH ALL ITEMS ABOVE.

### **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.
- 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.



- 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.
- **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.
- 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.
- 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.

INDIERESPONSE: HAS READ, AGREE, AND WILL COMPLY WITH ALL ITEMS ABOVE.

### **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.
- 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.

INCICRESPONSE: HAS READ, AGREE, AND WILL COMPLY WITH ALL ITEMS ABOVE.

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

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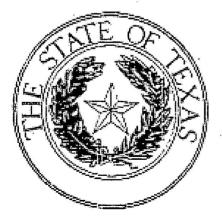
# The State of Texas

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. Gonzales Screenry 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.

INTERESPONSE: HAS READ, AGREE, AND WILL COMPLY WITH ALL ITEMS ABOVE.

NCIC will provide a Certificate of Insurance upon award.

### **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 JMS
- Compatibility with our commissary provider

INCIERESPONSE: HAS READ, AGREE, AND WILL COMPLY WITH ALL ITEMS ABOVE.



# INMATE TELEPHONES, VIDEO VISITATION AND TABLET SERVICES REQUEST FOR PROPOSAL

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

INDIERESPONSE: READ, AGREE, AND WILL COMPLY.

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

MINIORESPONSE: READ, AGREE, 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.

MINIORESPONSE: READ, AGREE, 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.

XXIII RESPONSE: READ, AGREE, 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

XXIII RESPONSE: READ, AGREE, AND WILL COMPLY.

**LENGTH OF CONTRACT:** Negotiable.

INTERESPONSE: READ, AGREE, 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.
- INCIERESPONSE: HAS READ, AGREE, AND WILL COMPLY WITH ALL ITEMS ABOVE.



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

Inmate Telephones	30
TOTAL INMATE PHONES	
Visitation Phone Pairs	12
Video Visitation Units	
Inmate Units	23
Visitor Units	0
TABLETS/VIDEO KIOSKS	To be
MONEY KIOSKS	considered
1.101.121 11100110	- Volisidor od

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.

MINITERESPONSE: HAS READ, AGREE, AND WILL COMPLY WITH ALL ITEMS 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.

XXIOERESPONSE: READ, AGREE, AND WILL COMPLY.

NCIC is proposing a fully turnkey, integrated communications platform and service solution which includes all technologies owned, operated and supported by NCIC, as well as network requirements requested in the County's RFP.

The inmate telephone system shall only allow prepaid calls except for those telephone numbers designated by the Brown County Sheriff's Office.

MILE RESPONSE: READ, AGREE, AND WILL COMPLY.

The proposed system offers automated collect, pre-paid collect, and debit calls. The pre-paid 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 proposed system is the only one in the industry that allows traditional collect calling to these countries, which further encourages the use of the inmate phone system, and stimulates inmate spending on phones, commissary, etc. (because inmates are more easily able to request funds deposited from friends/family overseas). The platform can reach any country in the world and NCIC's US-based call center is staffed with bilingual operators capable of accepting international payment via a credit card.

NCIC's Secure Collect accounts allow friends and family to use a single account for all communication services, including telephones calls, video visitation, and inmate messaging. This ensures called parties are not charged account setup fees for each individual deposit made to their account.

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.

INCIGERESPONSE: HAS READ, AGREE, AND WILL COMPLY WITH ALL ITEMS ABOVE.

The proposed system prohibits access to 800 and 900 type services. NCIC has a maintained database of blocked numbers 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. The database is updated regularly. At no time will inmates be able to reach a live operator or 411 information-type services or any such access to items listed above. The Facility can block and unblock an unlimited quantity of telephone numbers without NCIC's assistance although NCIC's support team is available to assist if needed. Each blocked number will contain descriptive information regarding how and when the block was applied (as well as date/time stamped). Blocked numbers can easily be unblocked, if deemed appropriate.



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.

### INTERESPONSE: READ, AGREE, AND WILL COMPLY.

Free call configurations available within the proposed system are extremely granular and 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 / preferences of the County. All free calls (aside from authorized non-recorded) are recorded and stored in the system, as with charged calls.

All calls except for those marked as verified attorney-client privilege will be recorded. NCIC works diligently to ensure that all calls between inmates and their verified attorneys are not recorded. NCIC is the only large Inmate Telephone Provider that has not been a party to legal proceedings for mishandling Attorney-Client calls. If required, NCIC will work with the incumbent provider (or the Facility / County) to receive an export of existing 'Privileged' numbers from the existing system.

The system shall have call timing to preset the maximum call length time.

### INTERESPONSE: READ, AGREE, AND WILL COMPLY.

The proposed system has a facility-wide call duration default that staff can change based on inmate PIN, specific telephone, or groups of telephones, or even destination phone number dialed. Administrators can set a maximum number of inmate calling minutes per day, week or month and provide phone access at certain times of the day. The proposed system can customize the available calling hours by day, by individual inmate, by destination number, by specific inmate phone, by facility or system wide. Once the call duration is within 1 minute of the time limit, the automated operator provides a warning to both parties that the time limit has been reached.

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.

### MINIBRESPONSE: READ, AGREE, AND WILL COMPLY.

The proposed system prevents chain dialing and secondary dial-tone; inmates cannot make a second call until the first call is completed, and the handset is replaced onto the phone cradle. The proposed 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 and not the public switched telephone network (PSTN).

NCIC's patented Three-Way Call Detection system listens for silence detection on a near-real time basis using various algorithms developed based on research on thousands of three-way call attempts. When the system determines a three-way or call forward has been attempted, a warning message is played to the parties on the call, and the call record is permanently marked as a three-way attempt (providing administrators an easy way to go back and listen to the call). If required by the County, the system can be configured to terminate any detected three-way calls. However, a majority of correctional agencies prefer to allow the call to continue, allowing valuable investigative data to be gathered.



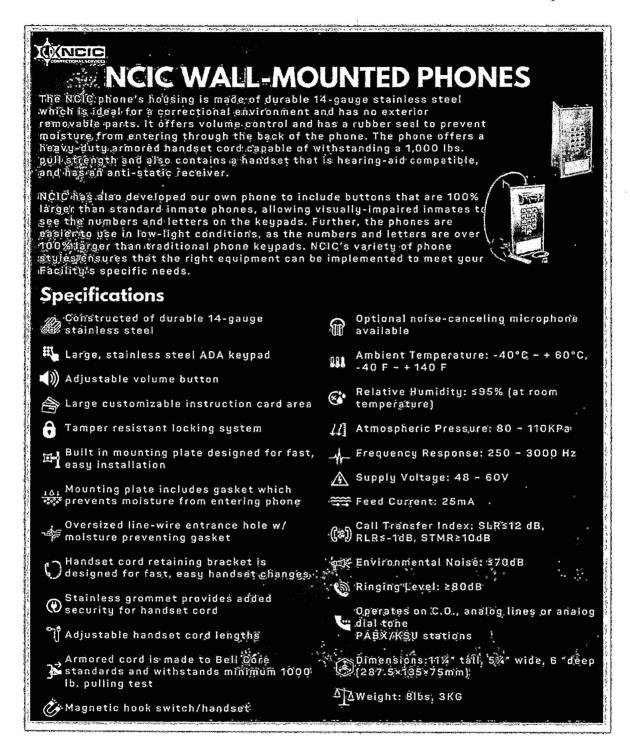
The system shall be of heavy-duty construction and have equipment designed for the correctional environment. Inmate telephones shall not expose screws, bolts, or other fasteners or any other material which can be removed without special security devices. Vendor shall submit detailed information as to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

XXXIII RESPONSE: READ, AGREE, AND WILL COMPLY.

The equipment and hardware being proposed is robust, and correctional grade. All proposed inmate telephones are FCC approved and are built for a correctional environment, sturdy, with no exterior removable components. The NCIC phone employs a heavy-duty armored handset that is hearing aid compatible and has an anti-static receiver. The housing is made of durable 14-gauge stainless steel which is ideal for a correctional environment – hardware is in full compliance with ADA requirements. Our proposed phones offer volume control and have a rubber seal to prevent moisture from entering through the back of the phone. NCIC has developed our own phone to include buttons that are 100% larger than standard phones, allowing visually impaired to more easily 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.

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NCIC will provide TDD / TTY units which fully meet ADA standards. The proposed Ultratec Superprint 4425 TTY includes sophisticated capabilities and features direct connect with two built-in telephone jacks and advanced calling features like auto-busy redial, three-way calling, and TTD transfer. Call progress indicates whether the phone being called is ringing or busy. Auto-Answer takes messages when the recipient is unavailable. Configurations can also be applied to TTY/TDD calls in the same manner as the inmate telephone. Please refer to the following specification sheet.





In addition to providing TDD/TTY devices, NCIC offers cutting-edge Video Relay Service (VRS) which is quickly becoming the preference for deaf/hearing-impaired inmates. VRS acts as a video visitation service for deaf/hearing-impaired inmates allowing for face-to-face interactions between inmates and outside parties. NCIC can provide VRS at no cost to the County. Following is a screenshot depicting VRS functionality:







<u>PIN OPERATION</u>: 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.

### (NOISHESPONSE: READ, AGREE, AND WILL COMPLY.

The proposed system allows for collect, debit, pre-paid, pre-paid card, authorized free and speed dial calling utilizing a secure PIN. The inmate utilizes the same PIN for all call types. 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 system offers an optional, easy to use PIN feature that can be interfaced with any JMS/Booking or Trust/Commissary systems and made available immediately upon booking. PIN codes are normally used to identify inmates and restrict any and all inmates in particular calling allowances. In addition to the primary PIN, inmates will be required to supplement the "primary" PIN with a 4-digit "PIN2" which is designed to further secure the calling account.

PIN codes are normally used to restrict incarcerated individuals to particular calling patterns. A partial list of PIN restrictions includes restricting an incarcerated individual'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 County's system administrator or NCIC's customer service can a limit of destination numbers an inmate is allowed with the default limit up to 9,999 different allowed destination numbers 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 on the County's request.

NCIC has successfully developed interfaces with various major JMS, including Lone Star Commissary, ensuring the optimal movement of inmate data and funds between the applicable facility systems. NCIC ensures a level of overall integration allowing optimal performance and utilization of the proposed system, at no cost. The interface allows inmates to retain identifier credentials when moved from one Facility to another ensuring all associated data collected at both Facilities are kept within one single inmate account throughout the duration of their incarceration. All data movement is tracked and logged in real time and stored within the system for future auditing. The JMS interface is accomplished via an XML interface ensuring all inmate data is seamlessly transferred without facility staff having to enter inmate data into multiple systems.

The site administrator can easily deactivate PIN numbers via the system application. PIN codes can be turned on/off for the entire facility, a group of phones or a specific phone, based on the needs of the County. For example: PIN numbers can be turned on in general population but turned off in booking and juvenile. 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 an inmate's privileges are suspended, access to attorney and counseling calls are still allowed, based on the preference of facility administration. Once the period of restriction has passed, the inmate will automatically have access to use the phone.



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.  PINs can be deactivated via web-interface or set for delayed activation.  PIN system allows detainees to receive voicemail messages from family members on the Personal Allowed Number (PAN) list (if	All calls can be monitored, and call activity viewed real time via the inmate's PIN.  Reports by PIN are generated in real-time and accessible via any internet- enabled computer  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		
approved by the County). Broadcast messages can also be sent by facility staff to individual inmates, groups of inmates or the whole population.	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).		
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.

### (XIIII RESPONSE: READ, AGREE, AND WILL COMPLY.

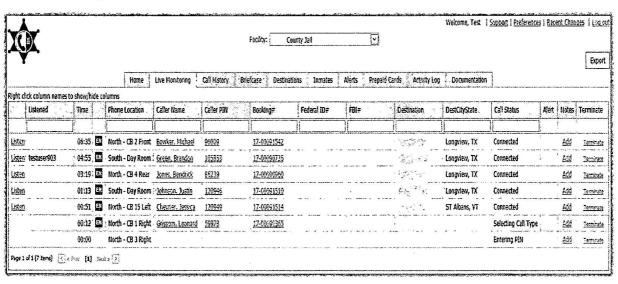
The inmate and called party cannot communicate until the Called Party has positively and actively accepted the initial call. Billing does not begin until the Called Party and inmate are connected. During the call setup announcement, called parties can deny the call by pressing "2" and block all future calls by pressing "3".

Although the inmate cannot listen to the status of the call setup process, the proposed system is able to commence recording at the "off-hook" event, allowing authorized staff 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 an important feature in case an Attorney has not registered their number as a Privileged/Do not Record number.

The Live Monitoring feature of the proposed system allows authorized users to monitor all recorded calls. All monitored calls can be paused during playback. Our web based HTML5 player allows users to move back and forth within the call, as well as increase/decrease the playback speed, allowing users to significantly reduce worktime in listening to call recordings. All the information can be sorted in real-time and in-progress calls can be easily terminated with a single click of the mouse, if required.



Live Monitoring on the platform allows for all recorded calls to be monitored and call activity to be viewed in real-time. The Live Monitoring feature allows the authorized user to sort monitoring/call history by a large variety of search criteria. The proposed system features all live/current calls under the Live Monitoring tab and allows the Authorized User to easily single-click on each call to hear the active call. Multiple users can monitor simultaneously, without affecting the performance of the system, and without the parties on the call being aware of the monitoring. Investigators will also have the capability to terminate any in-progress calls (see the "Terminate" option towards the right of the below screenshot).

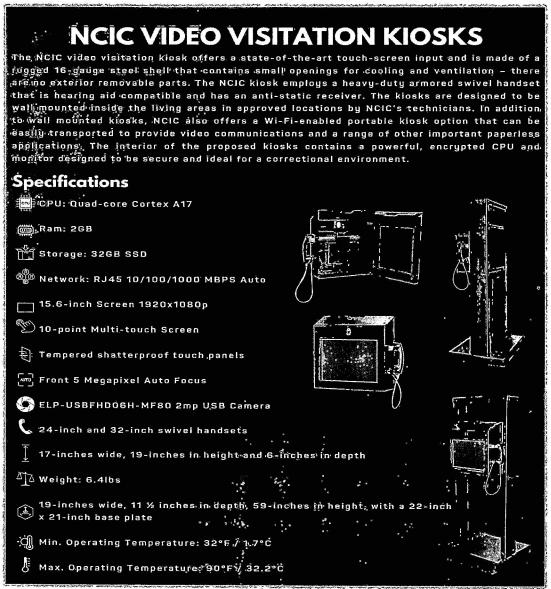




<u>VIDEO VISITATION</u>: The contractor shall provide a Video Visitation system including all components, software, and hardware necessary for the system to function. Please include in your response detailed information as to the system offered.

XXINDIORESPONSE: READ, AGREE, AND WILL COMPLY.

Video visitation is available both remotely and on-site at the facility, offering flexibility and convenience. The proposed platform enables visitors to participate in remote video visits seamlessly from any personal mobile device, tablet, or desktop computer with an internet connection. For optimal performance, NCIC recommends using Windows 10 or the latest version of macOS. For on-site visits, video kiosks can be installed in designated lobby or visitation areas, providing friends, family members, attorneys, and public officials with a convenient way to schedule and conduct pre-arranged video sessions. Video Visitation is conducted using high-quality, correctional-grade touchscreen kiosks, available in both wall-mounted and portable rolling configurations. Additionally, video visitation can be accessed through our tablets for enhanced convenience. The proposed VVS kiosks are specifically designed for correctional environments, offering a sturdy and robust construction with no removable exterior components.





### Video Visitation Scheduling

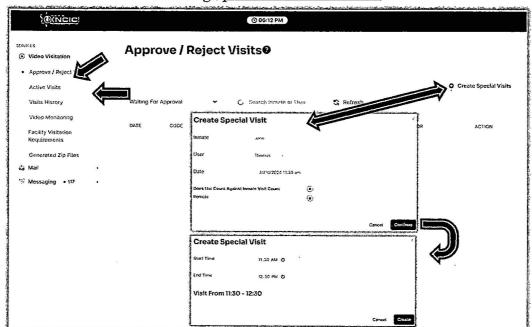
The proposed system provides a visitation calendar with the ability for Facility staff to add and remove visits to and from a visitation calendar. The system provides options to have Facility staff manually manage visitation requests or for the system to automatically manage visitation requests based on configuration and criteria determined by the Facility. Once a visitation session is complete, any Facility staff with



the appropriate permission levels will be able to view and download standard sessions along with the ability to utilize some investigative features such as associating investigative notes with selected sessions.

The proposed system allows for configurable user access and provides the ability for users to create/manage/edit schedules easily within the system. The scheduling system is based upon inmate housing, facilitated by the real-time interface with the JMS. Upon installation, all housing units will be listed by which kiosks are available for which inmates as labeled by their housing area. The scheduler is built with sophisticated tracking to know which kiosks are available based on the schedule put in place for each housing unit and how many visits are available at one time.

Authorized Facility Staff can create Special Visits within the system to override standard scheduled visitation configurations. These visits are considered privileges, allowing flexibility for last-minute visits or specific types of visits, such as legal or court-related meetings. Staff can configure Special Visits between inmates and designated registered users, ensuring they do not count toward the inmate's prescheduled visit quota. Additionally, visits can be set as either remote or onsite, with a specific date and time assigned, providing tailored options to meet unique circumstances.



Creating Special Visits Screenshots

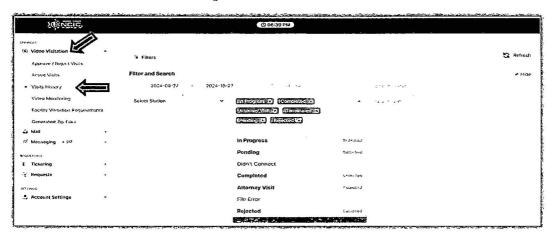
The proposed platform allows a visitor to schedule a remote video visit from any personal mobile device, tablet and/or home or public desktop computer with an internet connection through the user-friendly website. Remote video can be made through a desktop, laptop, tablet or mobile device. NCIC recommends using Windows10 or the most recent version of Mac OS as compatible software.



On-site video units can be placed in designated areas of the lobby or visitation areas which allow friends, family members, attorneys, and public officials to schedule and participate in pre-scheduled on-site video visits. All sessions can be accessed via a weblink provided at the time of schedule/purchase. Our platform can be configured to require that inmates and visitors agree to the Facility(s) terms and conditions and/or visitation policies prior to connecting and the start of the scheduled video visit. Visitation terms and conditions are based upon Facility(s) policy and easily uploaded and modified within the system's jail settings.

### <u>Video Visitation Monitoring, Recording, and Retention</u>

The proposed system records all VVS sessions by default, unless a session is a verified Attorney / Client visit. The length of recording retention is negotiable, depending on the specific requirements of the Facility. The proposed InTouch Video Visitation system allows users to track, research and investigate visitation history from within the web-based platform. Available search parameters include visitation date, visitor, inmate, specific unit, status, stations, and more as seen below.



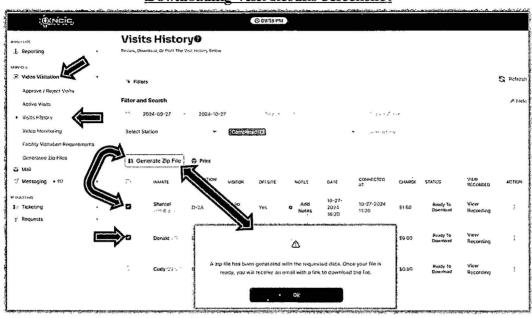
The proposed VVS allows Authorized Users to search for and view a recorded visitation session performed directly through the "Visits History" tab where users can manually search for a specific visit of interest. Once selected and criteria is filtered, the search history will display the inmate's name, visitor name, start and end time the visit took place, and additional details. Users will have the ability to select "View Recording" to begin playing the recorded visit and will have the ability to mute the audio for one specific party, pause/stop the recording, and view any messages that may have been broadcasted during the visit. Please reference the following screenshot.

# Visits History®

Viewing Recorded Visit Screenshot

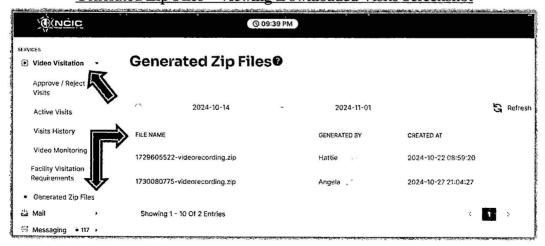


Authorized users will have the ability to digitally extract any video recordings and data directly through the proposed system. This is performed through Visits History Tab and investigators will have the ability to select and download an unlimited number of video visits. Users will have the ability to playback recorded conversations and download these records to external media.



**Downloading Visit Results Screenshot** 

The proposed VVS provides access to previously downloaded video recordings typically based on a user-selected date range within the platform. The current date is automatically displayed by default, but a desired date range can be selected to display a listing of video recordings that have been previously downloaded. Once displayed, users can select a recording, and the system will begin downloading the .zip file directly to the user's personal computer. Exported recordings are separated by the isolated inmate side conversation, as well as the visitor side.



Generated Zip Files - Viewing Downloaded Visits Screenshot

The proposed VVS also allows for secure recording and viewing of live video visitation sessions through the VVS Console. In addition, all previously recorded visits may be viewed in the Video Visitation reporting function unless there are restrictions that prohibit the recording and monitoring

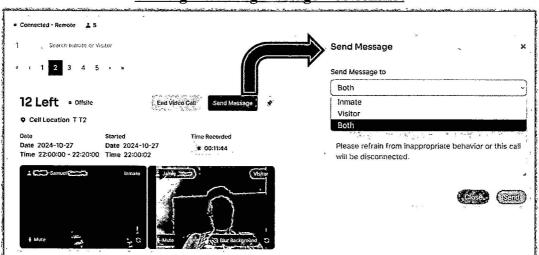


of certain calls, such as attorney-client privilege. Multiple users can monitor simultaneously without affecting the performance of the system, and without the parties on the session knowledge. Following is a sample screenshot of the monitoring functionality:



### Monitoring a Live Video Session - Screenshot

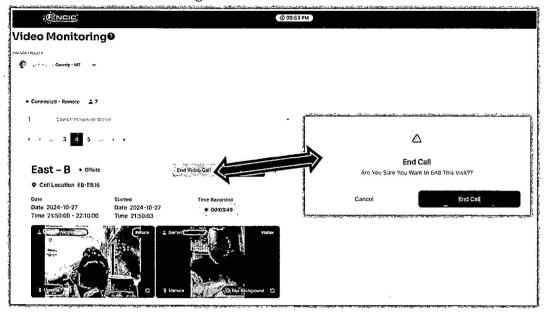
The proposed VVS allows Authorized Users to monitor all, individual and current, or completed sessions and rotate randomly between enlarged sessions in order to catch any untoward or suspicious behavior. Sessions can easily be terminated, if such behavior is observed. The Authorized User has the ability to first display a warning message to one or both parties, prior to termination, if chosen. Additionally, NCIC has recently implemented a facial detection feature that works to provide an additional measure of security for visits. The feature will provide the ability to grey out the screen any time that a face is not detected on the kiosks or visitor's camera. Please reference the following screenshots.



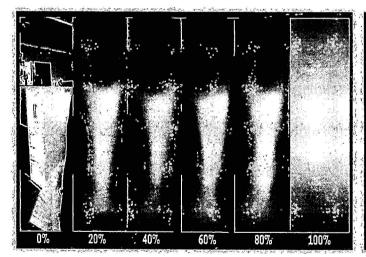
Sending a Warning Message - Screenshot



### Terminating a Live Video Session - Screenshot



NCIC has worked hard to develop the best filtering and facial detection technologies in the industry. The proposed technology allows the Agency to select a level of "blur" based on the unique needs of the agency, as well as allows for multiple faces to be shown on the family / visitor side, if preferred by the Agency. This feature is helpful when visiting with multiple family members, children, toddlers, etc. Sample screenshots displaying the level of blur and Multi-Face Detection on the Visitor Side.







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

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

XXVICIORESPONSE: READ, AGREE, AND WILL COMPLY.

NCIC is readily available to offer Brown County the required Video Visitation Kiosks and associated equipment.

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

XNEICHESPONSE: READ, AGREE, AND WILL COMPLY.

The proposed system has centralized architecture that is monitored constantly for capacity issues and is easily expandable at all levels. The proposed centralized, web-based platform is completely scalable and can accommodate an increase in inmate population and call volume simply by adding more inmate phones and network equipment. If bandwidth requirements for the new video kiosks exceed the current bandwidth, then it will be increased as needed to handle the additional kiosks at no cost to the County. At no time will Brown County be responsible for any costs associated with any aspect of additional equipment or removal of any equipment.

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.

XXNGGRESPONSE: READ, AGREE, AND WILL COMPLY.

The proposed system records all VVS sessions by default unless a session is a verified Attorney / Client visit. The proposed system allows for certain visitors to be marked as attorneys, legal counsel and approved medical professionals (for HIPAA compliance). The proposed VVS provides the ability to prohibit the recording and monitoring of private attorney visitation conversations. NCIC takes pride in our management of attorney-client calls and has never been a party to a legal proceeding related to mismanagement of legal video sessions.

All call recordings and system data are backed up in real-time and available through any internet-enabled device. Recordings are available for the duration of the agreement, and longer if required by the County. All recordings are stored and backed up to multiple standard servers and the cloud to ensure that recordings are always available to the County. At no time will any recordings be purged from the system. The length of recording retention is negotiable, depending on the specific requirements of the County / facility. Video visitation recordings within the VVS are securely encrypted with the appropriate, unique checksum value, date, and time stamped, and stored along with the data associated with that specific visit. Each and every time a recording is played, downloaded, copied, or emailed, this information and a timestamp of the event is appended to the record.

NCIC's InTouch VVS allows for real-time monitoring of live Video Visits, from directly within the web-based User Interface. The Live Monitoring application is user-friendly, allows investigators / administrators to mute / unmute one or both sides of the visitation, send wanting messages to one or both participants, and terminate the session if needed. Functionality within the Live Monitoring feature of the proposed Video Visitation system is available based on user permissions and daily job functions of authorized users.

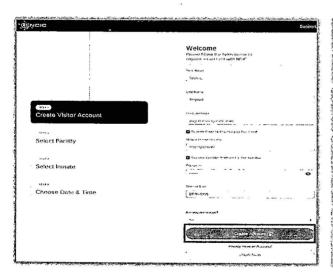


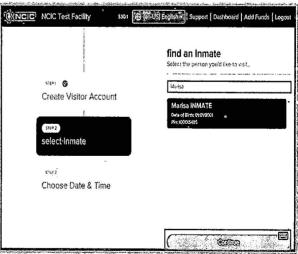
The proposed system is a fully integrated, custom-designed system comprised of both onsite and offsite network components providing the utmost in network redundancy and higher security than standard cloud-based systems. All components for placing calls / video sessions, live monitoring, recording, and data collections are located in high security, fully redundant locations in Texas, with near real-time back up on NCICloud storage, designed using CEPH server clusters in a minimum of two, diverse locations. Each device endpoint is verified with Crowdstrike and when approved, will be managed by our communications platforms which are designed to host sensitive data and address the stringent security and PCI compliance requirements. All data is stored in a minimum of 2 separate locations and encrypted in AWS' proprietary encryption code. All records and system data are backed up in real-time and are immediately copied to NCICloud for off-site redundancy. Access to NCICloud services is limited to vetted account holders that must be held by our IT directors.

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

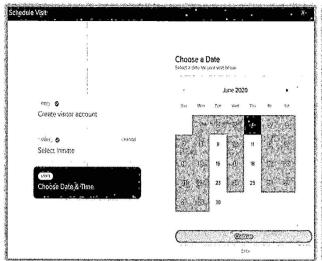
### **IQXNOIC**RESPONSE: READ, AGREE, AND WILL COMPLY.

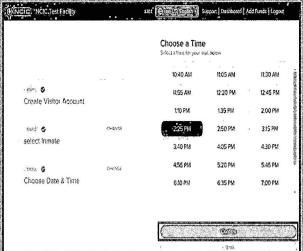
The proposed VVS platform allows a visitor to schedule a remote video visit from any personal mobile device, tablet and/or home or public desktop computer with an internet connection through the user-friendly website. Once an account has been created, visitors will be prompted to begin the process of scheduling their visit which requires selecting the agency name, incarcerated person's name, and selecting their preferred date and time to visit. The scheduler is built with sophisticated tracking to know which kiosks are available based on the schedule put in place for each housing unit and how many visits are available at one time. This prevents the occurrence of scheduling conflicts for video sessions. Below are screenshots depicting the account creating and scheduling options.











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

### INTELERESPONSE: READ, AGREE, AND WILL COMPLY.

NCIC's proposed Video Visitation units are sturdy, correctional grade with no exterior removeable parts. Each unit is a single, wall-mounted device, specifically engineered for correctional use with a tamper-resistant, high-durability design. These correctional-grade kiosks are touchscreen-enabled and built with an angled top to prevent misuse or item placement, as well as moisture-resistant features to ensure longevity in challenging environments.

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

### INTERESPONSE: READ, AGREE, AND WILL COMPLY.

The proposed Tablet solution operates on a dedicated Wi-Fi network that does not allow access to external networks, websites, or applications. The tablet's wireless solution has various components that can be either wired to an extended switched ethernet network or can be fully meshed with other existing access points. The proposed VVS is entirely TCP/IP based ensuring that all streams are transmitted through an ethernet connection. At no time will incarcerated persons be able to access the Operating Systems of the proposed Tablet solution.

NCIC utilizes firewalls, access control lists and DNS filtering, to prevent all outside attacks from gaining access to our networks, as well as any inside traffic being able to route outside of our networks. NCIC utilizes remote device management on all network attached hardware, to ensure security and give us the ability to quickly confirm and update software and firmware.

The proposed system's security measures were configured using strong encryption practices resulting in the restriction of CJI access to those who are not in compliance with CJIS and BCA policies. NCIC is 70% complete with our NIST 800-CFS and SOC2 compliance, offering Federal Security requirements to all our agencies. Through our partnership with Equinix at our secondary data center, provided is an initial portion of the completed SOC2 Security Coverage Report that is provided to NCIC. NCIC will readily provide the entire document, if required.



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

XNEERESPONSE: READ, AGREE, AND WILL COMPLY.

NCIC's video units provide a secure, all-in-one platform that supports a wide range of inmate services while reducing administrative burden for staff. The core feature is our per-minute video visitation service, which allows friends and family to connect with inmates either on-site through dedicated kiosks or remotely from any internet-enabled device. Scheduling is handled through our online portal, which automatically prevents conflicts and ensures compliance with facility policies. Every session is recorded and monitored to maintain security and investigative value.

In addition to visitation, the video units support secure messaging, digital mail, commissary access, and grievance/ticketing. Messaging gives inmates the ability to stay in touch with approved contacts in a monitored and controlled environment. Our digital mail solution reduces the risks and workload associated with handling physical mail by securely scanning and delivering correspondence electronically. Commissary integration allows inmates to review balances and order items directly from the unit, streamlining operations. The grievance/ticketing feature provides inmates with an organized way to submit concerns or requests electronically, helping staff track and manage responses more efficiently.

To fund these services, NCIC provides multiple convenient options for friends and family. Deposits can be made online with a credit or debit card, over the phone through our 24/7 bilingual call center, at lobby kiosks located in the facility, through our website, or by our mobile application. All funds are deposited into a single account that can be used across services, including phone calls, video visitation, messaging, and commissary purchases. This centralized model makes it simple for families to support their loved ones while giving the County a system that is easy to manage and fully transparent.

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.

IQNOTERESPONSE: READ, AGREE, AND WILL COMPLY.

NCIC is proposing an all-encompassing Incarcerated Persons Telephone, Video Visitation, and Tablet System, including all related software, hardware and network components, customer and facility support, and ongoing maintenance. The proposed systems are highly configurable and customizable based on the specific requirements of Brown County. NCIC is fully responsible for all costs associated with the complete installation and ongoing maintenance of the proposed systems. NCIC will assume all costs associated with the proposed systems, including initial installation and ongoing service and support.

NCIC warranties all products to be free from defects in material and workmanship for the period specified in the contract. NCIC shall repair or replace such products and parts defective within the warranty period, consisting of the duration of the executed contract period, plus any extensions. NCIC further warranties the ITS, VVS, Tablets, and equipment installed to be free of defects, irregularities, code violations, and shall operate as designed and proposed or negotiated.



**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.

MILERESPONSE: READ, AGREE, AND WILL COMPLY.

The proposed tablet system is currently installed in more than 200 facilities of all types and sizes. NCIC installs a secure network with ample bandwidth to support all services delivered from the Tablets, avoiding complaints or user issues for the inmate population. NCIC's proprietary Inmate Tablets are multi-functional, secure, and able to be provided at no cost to the Facility or to the inmate population. The tablets operate on the same InTouch Suite platform as the Kiosk System, allowing for streamlined delivery of approved services and applications to the inmate population. The proposed

Inmate Tablets are capable of offering video visitation services, standard inmate phone calling, messaging, grievances/ticketing, educational & rehabilitation program services, entertainment services, commissary ordering, inmate handbooks, law library, medical/mental health sick call requests; digital mail services; email messaging services, and various other services.



NCIC is currently interfaced with Lone Star Commissary at 26 County Jails. NCIC has multiple interfaces developed with numerous other commissary companies allowing inmate information to be imported on a real-time basis and funds to be moved back and forth from the trust account to the inmate's communications account, promoting maximum usage. All aspects of the proposed systems will be properly interfaced, in real-time, with the applicable Facility systems, such as JMS and Commissary. This ensures seamless movement of critical inmate data between disparate Facility systems, in order to maximize the use of the systems and minimize the administrative workload of Facility personnel. The proposed kiosks (and tablets) can allow for display of commissary products where inmates can directly place commissary orders as well as see their available balance.

#### Hardware

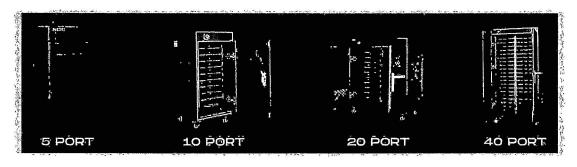
The proposed tablet has a heavy-duty exterior which is specifically designed for a correctional environment and operates on a dedicated Wi-Fi network that does not allow access to external networks, websites, or applications (and operates independently of the existing Jail network). At no time will inmates be able to access the Operating Systems of the proposed Inmate Tablet solution. Prior to being deployed in correctional facilities, the proposed Tablets are subject to strenuous Penetration Testing methodologies to ensure that they are suitable for deployment in a correctional environment.

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The proposed tablets are stored and charged in mobile charging carts allowing for secure storage and easy transport (or wall-mounted charging options are available, if preferred for certain areas of the Jail). Charging carts can be wheeled between pods to allow for maximum distribution of tablets in areas equipped with secure 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 components or wiring. NCIC currently offers 5-port, 10-port, 20-port, 30-port and 40-port charge cart options. NCIC will consult with the County and Facility administration as to the optimal blend of charge carts for each area.





#### **Network Operation and Security**

The proposed Inmate Tablet solution operates on a dedicated Wi-Fi network that does not allow access to external networks, websites, or applications. The wireless solution has various components that can be either wired to an extended switched ethernet network or can be fully meshed with other existing access points. At no time will inmates be able to access the Operating Systems of the proposed Inmate Tablet solution. Prior to being deployed in correctional facilities, the proposed Tablets are subject to strenuous Penetration Testing methodologies to ensure suitability for deployment in a correctional environment. A Connect appliance is installed at each facility which manages the network and content distribution. This appliance maintains connectivity to the Private Cloud for continuous monitoring and content updates. At all times, the appropriate personnel are able to view, in real time, the interactions between inmates and the proposed Tablet solution.

The proposed tablet system offers both "no cost" and Paid content. NCIC's base offering is the "Learn 2 Earn" system whereby inmates can earn a minute of Entertainment Time ("ET") by completing a minute worth of something productive (coursework, rehabilitative content, etc.). Entertainment Time options include movies, music streaming and games. The proposed Tablet system offers our internally developed Schoolhouse application, comprised of more than 1,100 hours of educational, vocational and rehabilitative content.

Additionally, inmates have the option of purchasing "Premium Content" at a per-minute rate. Premium Content is comprised of more "up to date" entertainment options compared to the options available under the Learn 2 Earn model. The religious content and E-Books are available at no "cost" (no monetary cost and not having to complete educational content to access these items).

NCIC Correctional Services offers a groundbreaking education and entertainment platform, designed to significantly enhance the rehabilitation and reentry preparation for incarcerated individuals. The Schoolhouse system is the culmination of



years of meticulous planning and the assembly of high-quality learning materials, videos, and games. It operates using our proprietary RISE Method (Restoration through Incentives, Skills, and Education) model, aiming to actively engage and transform our Learners into responsible citizens. Through this innovative method, learners can explore personal growth and skill development while earning rewards for their dedication. It offers a comprehensive range of over 1,100 hours of educational content and over 2,000 books, covering academic subjects, vocational skills, life-enhancing topics, and more.

NCIC is continuing to add new educational course content, as well as entertainment content, to the Schoolhouse system with the help of our full-time Curriculum Coordinator, who has a master's degree in education and various certifications ranging from low-literacy education to special education. NCIC is constantly working with our customers and partners to generate new, custom content that suits the needs of our Facility customers and inmates. Engaging with our customers allows us to target the specific requirements for reform and education of their incarcerated population.

NCIC strongly believes in widespread accessibility of educational opportunities for those who are incarcerated. Because of this, we believe a truly impactful tablet program requires free and continuous access, irrespective of an incarcerated individual's ability to pay or socioeconomic status. There are many tablet programs that focus on a revenue-generating model, requiring incarcerated individuals to "pay to play." These programs that charge their incarcerated population to access content and entertainment (such as movies, games, music, e-books, etc.) often see significantly lower



engagement rates. NCIC's education platform also allows agencies to upload their own courses and content via URL's or SCORM files, which also can be added as part of our module allowing the Learners to earn rewards.

The benefits that our Schoolhouse System provides an Agency, such as decreased incidences of violence, lowered recidivism, and better re-entry preparation, often far outweigh the potential revenue that may be generated from the devices. NCIC's educational platform and incentive-based entertainment comes at no additional cost to the incarcerated individuals, or their friends and family. Our Schoolhouse system helps Learners realize that incarceration is their opportunity to find a path forward instead of a brief pause from their struggles outside of your facility. These thoughtful courses were designed for incarcerated individuals struggling with mental health issues, grief, anxieties, and addictions. Your efforts to offer these meaningful programs will help your community curb recidivism by providing encouragement to your detainees and their families.

#### Priority courses cover:

- Anger Management Course aimed at helping Learners control anger and emotions during heated moments.
- Stress Management Courses aimed at helping Learners overcome stressful situations and lighten the mood of Learners.
- Personal Finance Money management, budgeting, understanding credit cards, debt management and personal checking.
- Personal wellness Courses aimed at confidence building, social skills, meditation, mindfulness, relaxation, and self-awareness activities.
- People skills Interacting with others, dispute resolution, management techniques, communications skills, and reconnection with loved ones.
- Work skills Courses aimed at computer / technical skills, how-to videos on construction, auto repairs, mechanical trades, etc.

# How Schoolhouse Works from a Learner's Perspective:

The Schoolhouse system is integrated into NCIC's broader tablet suite, allowing for the simplicity of single sign-on functionality. On the Learner side, users can securely log in by a single click of the Schoolhouse link that is displayed on their Dashboard, where they will be re-routed to the Schoolhouse login page. Learners will not need to manually enter their information as the system will automatically populate the fields with their auto generated User ID and Password.

Once logged in, Learners will have a variety of educational, rehabilitative, and skill courses to choose from by selecting the "Courses" window link. They will be redirected to our Courses page that offers a variety of categories that a Learner can select and drop down to show an even wider range of courses that are broken down in alphabetical order. Learners will have the ability to manually search for specific courses of interest that they wish to participate in.

#### Collecting and Redeeming Awarded Time:

Upon completing coursework, Learners earn Entertainment Time, available for future redemption. Each course has a rating for the length of time it takes to complete based on data gathered from past completions of each course. Based on this rating, the Learner will earn the same amount of time it takes to complete a course in Entertainment Time. This gamified reward system is designed to keep Learners continually engaged in their digital education. It's important to note that Entertainment Time can be earned only once per course to prevent exploitation of the reward system, such as repeatedly taking memorized courses and quizzes to rack up Entertainment Time.



When Learners complete a course, the associated Entertainment Time is automatically added to an Entertainment Timer, visible on the Learner's Schoolhouse dashboard. The automation of this process keeps things simple for even those Learners who do not have much experience with technology.

#### Entertainment Time Usage:

After earning Entertainment Time, Learners gain access to an array of entertainment choices. These offers include approved movies, radio, games, and more notably, access to religious material and approved e-books is available without the need to expend Entertainment Time. The total number of minutes a Learner has collected directly influences the amount of time they can allocate toward various entertainment activities, whether that's extended gaming sessions, movie marathons, or prolonged radio listening. Upon choosing an option from the entertainment categories and initiating a session, the countdown of the Learner's redeemed time commences. A visible countdown timer allows Learners to keep track of the remaining entertainment time, ensuring they are fully aware of the remaining time left before needing to exit the entertainment interface.

#### Facility Staff Interacting with Their Learning Management System:

Administrators have the ability to access our Learning Management System through specialized administrative login. Within this portal, they can review course materials, monitor Learner certificates and activity, as well as add or remove Entertainment Time from Learner accounts.

### Reporting Capabilities:

Our system offers robust reporting capabilities that are essential for tracking learning progress, engagement, and overall effectiveness of training programs. Here is a summary of some key reporting features that we can provide upon request:

- Custom Reports: Allows the creation of custom reports based on specific criteria, which can then be saved, scheduled, and distributed automatically.
- Predefined Templates: Offers a variety of pre-configured report templates for common reporting.
- Dashboard Analytics: Provides real-time analytics on the dashboard, giving administrators a quick overview of key metrics.
- > <u>User Tracking:</u> Enables detailed tracking of individual user progress, including course completion, grades, and activity engagement.
- Course Analytics: Provides insights into course engagement and effectiveness, including data on participation, time spent, and course completions.
- Data Filters: Allows users to sort and filter data based on different criteria, such as date ranges, user roles, or specific courses and activities.
- Data Export: Capability to export reports in multiple formats like CSV, Excel, and PDF for further analysis or sharing.
- Dynamic Data: Reports can be set to auto-update, ensuring stakeholders always have access to the most current data.
- Competency Reports: Tracks skill and competency development across various learning programs
- Multi-Tenancy Support: Allows for isolated reporting in multi-tenancy environments, providing different departments or organizations with their own specific reports.
- Audit Trails: Keeps a log of all system activities, including user login and course modifications, aiding in compliance and auditing processes.

These reporting features enable organizations to measure the impact of their learning and development programs, making it easier to adjust strategies and achieve learning outcomes effectively.



# Rising Stars Re-Entry Program

NCIC is proud to present Rising Stars: Pathway to Re-Entry, our re-entry program developed inhouse. The Rising Stars Program is a transformative 130-hour journey crafted for students who are rebuilding their lives and seeking a fresh start. This program is designed to provide the tools, skills, and support needed to navigate the challenges of reintegration, empowering participants to break the cycle of recidivism. Through a combination of educational opportunities and personal development, we aim to inspire hope, foster resilience, and help individuals realize their full potential as they embark on a new chapter. Rising Stars is more than a program; it is a lifeline to a brighter future.

The program covers a range of topics, including interpersonal skills, emotional intelligence, job readiness, and financial literacy, all aimed at setting individuals up for success post-release. Students even receive a separate certificate for this accomplishment that is unlike the others in our system. Below is a detailed overview of the different objectives broken out by category.

#### Orientation and Self-Awareness (20 hours)

Program Introduction and Expectations Self-Assessment and Goal Setting Emotional Intelligence and Self-Management Building Self-Confidence and Resilience

#### Interpersonal Skills Development (30 hours)

Effective Communication Techniques
Active Listening and Empathy
Conflict Resolution and Mediation Skills
Cultural Sensitivity and Respect

#### Professional Development (30 hours)

Job Readiness and Resume Building Interview Skills and Job Search Strategies Workplace Etiquette and Professionalism

#### <u>Life Skills Training (20 hours)</u>

Financial Literacy, Budgeting, and Planning for Retirement Time Management and Organizational Skills Health and Wellness Strategies

### Problem Solving and Thinking Critically (30 hours)

Teamwork and Collaboration
Leadership and Decision-Making
Building and Maintaining Networks

#### Review and Reflection

Program Review, Personal Reflection, and Feedback Celebration of Achievements and Graduation

The proposed Schoolhouse platform has designed the courses to serve as re-entry preparation. Materials provided include those for independent GED study, parenting skills workshops, and interpersonal and social skills such as impulse control and anger management. Additionally, some courses assist students in practical matters, such as completing documents and obtaining a driver's license. Over the past decade, NCIC's curriculum coordinator has conducted extensive research on educational trends and identified gaps contributing to involvement in the criminal justice system. As



a result, courses have been created aimed at addressing the need to reduce recidivism rates and collaborating on plans to offer court-mandated courses tailored to specific offenses, such as shoplifting, animal abuse, etc.

NCIC's proposed kiosks and tablets can provide an external link made accessible to inmates that connects to a desired program, if the County has a specific program that needs to be accessed.



**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 3<sup>rd</sup> parties is preferred. Please describe your program and provide at least 3 references currently using this type of mail delivery system.

MINIORESPONSE: READ, AGREE, AND WILL COMPLY.

NCIC would be pleased to offer our industry-leading InTouch Mail Scanning application to Brown County. Our Mail Scanning application leads the industry in robust, secure digital delivery of incoming physical mail and is completely customizable based on the needs of the Facility. NCIC's primary mail processing Facility is located at our Longview, TX headquarters. NCIC was prompted to develop our industry-leading Mail Scanning system after several facility customers reached out looking for a solution to a dangerous problem. Incoming physical mail has traditionally been one of the primary methods used to introduce dangerous illicit drugs and other contraband into correctional facilities. By intercepting the incoming physical mail and converting it into digital format for secure delivery to inmates, NCIC's Mail Scanning application disrupts the flow of incoming contraband such as harmful drugs which are commonly soaked into paper, greeting cards, envelopes, and stamps. All scanned mail is performed on a real-time basis and is available to the inmate almost immediately.

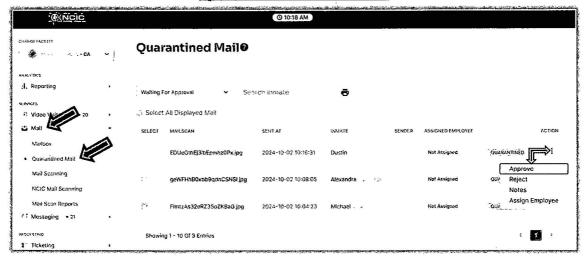
InTouch Mail Scanning significantly reduces the workload faced by Facility personnel, because all physical mail intended for the Facility is re-routed to a secure off-site mail processing center which is designed specifically for the purpose of receiving, sorting, scanning, and managing large volumes of physical mail destined for correctional facilities. Deployment of the InTouch Mail Scanning system involves instructing friends and families of inmates to send all mail to a particular P.O. Box for delivery to NCIC, rather than the Jail facility. NCIC helps with this process by providing informational flyers and posters for display throughout the facility, as well as posting the information on the County's website. Broadcast messages on the Inmate Kiosks or Inmate Telephone System assist with announcing the new process of physical mail.

Upon arrival at NCIC's secure mail processing center, our highly trained personnel sort mail by Correctional Facility and carefully scan all qualifying mail for electronic delivery to the intended inmate's secure message center using the unique identifier for each inmate (e.g. SO number, Jacket number, Booking number, etc.), accessible by the NCIC Kiosks or Tablets inside each housing area within the Facility. The front of the envelope is scanned in along with the contents of the envelope (letter, postcard, etc.), so that inmates can see all aspects of their mail (and for investigative benefit). Upon logging into the Inmate Tablet with their own unique PIN and PIN2, inmates will be notified in their "Message Center" if they have any messages awaiting them, including scanned mail. Electronic delivery of the inmate's incoming mail encourages inmates to convert all written communication over to electronic format, facilitated by NCIC's InTouch Inmate Messaging application, which is more expeditious than "snail mail" and more cost-effective. Digital delivery is also more environmentally friendly than traditional mail delivery.

If desired by the Facility, a configuration can be made to automatically quarantine all scanned mail, prior to it being delivered to the appropriate inmate, so that Facility staff may have a chance to scan and approve the mail contents. This provides an additional means of security to monitor incoming mail just as staff would do with physical mail. Facility staff can then reject, approve, add notes to, or assign mail to another staff member at the Facility. A sample screenshot can be shown below.

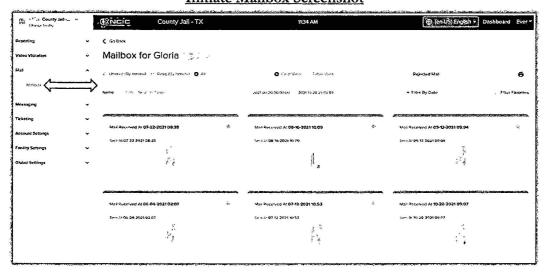


#### **Quarantined Mail Screenshot**



Authorized Users have access via login credentials and can search for an inmate name or PIN. Details pertaining to a specific mail item allow for the Authorized User to view, adjust viewing of any mail item by rotating, changing contrast, etc. in order to be more easily read. Additional actions such as the ability to print, add comments, view history, delete, and more are also available. Approving or rejecting any piece of mail is viewed from the facility's side of the platform and the inmate views only those approved, non-quarantined items upon logging in / accessing the mailbox feature. Please reference the mailbox screenshot that follows.

# **Inmate Mailbox Screenshot**



Authorized personnel scan the hard copy mail for assignment to the appropriate inmate for viewing through the proposed kiosks, using a high-quality digital scanner. The system documents each scan with a unique identifier that is searchable in the database. These files are also available for viewing by Facility staff. NCIC stores all mail for 30 days before it is destroyed. If the facility requests a scanned article of mail, it is sent to the facility at no charge.

Texas Commission on Jail Standards Mail Handling Procedures for Medical and Legal Mail requires Legal and Medical Mail to be returned to the sender or facility for correct handling and allows NCIC to remain in compliance.

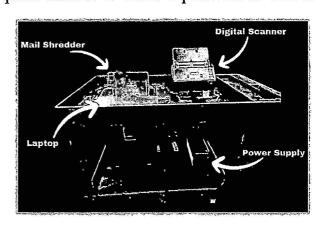


### Onsite Legal Digital Mail Management

A secure and efficient solution for processing confidential and legal mail has been designed as a self-managed option for correctional agencies, the all-inclusive mail scanning and shredding system is fully portable and includes a personal computer. This setup enables facility staff to allow inmates to open confidential mail and securely scan to the inmate accounts, ensuring complete confidentiality. Accessing confidential mail within the system requires inmates to create a password as well as

selecting and answering a set of security questions. Inmates can reset the password when forgotten by correctly answering all security questions which maintains a secure and controlled authentication process.

For added privacy, confidential mail is not accessible through the InTouch platform by administrative users or NCIC personnel. While the system logs the date and time of scanning, the actual content remains proprietary to the intended recipient, ensuring the highest level of security and privacy for inmate correspondence.



<u>MAINTENANCE</u>: 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.

# XXXIIGRESPONSE: READ, AGREE, AND WILL COMPLY.

NCIC's Customer Support is completely maintained "in-house". NCIC's bi-lingual Facility Support Department is available 24/7/365 and can be contacted by telephone at 903-757-4455 or toll-free 888-686-3699, or through email (for trouble-ticketing) at <a href="mailto:support@ncic.com">support@ncic.com</a>. Callers can easily access a live agent within a few seconds, by following the easy prompts. NCIC directly provides the technical services including customer service and facility support — at no time will these functions be outsourced to a third-party company, they are all managed from our company headquarters in Longview, TX. All inquries received will receive immediate notification of receipt, and resolution will follow shortly thereafter.

NCIC will provide prompt service to the County. The assigned technician is notified once a maintenance request is received and responds by contacting the customer to acknowledge receipt of the request while gathering additional information then begins the process to resolve the issue. All equipment, component, and system service issues are reported to NCIC via call or e-mail. An assessment will be made to determine if the issue is hardware or software. NCIC personnel will continue to be fully engaged and work with our customers to give them updates until the service ticket is resolved. Technicians are available 24/7/365 basis.

The proposed system, along with all on-site equipment, is continuously monitored 24/7/365 using our advanced self-diagnosing and reporting Network Performance Monitoring (NPM) system. The routers are equipped with self-diagnostic software capable of automatically rebooting the units when necessary. Additionally, the NPM system ensures seamless network oversight by providing automated alerts to the Network Operations Center (NOC) whenever connectivity is disrupted. Adtran units can be rebooted manually, accessed remotely, and updated or configured as required.



When the NPM system detects an anomaly, it immediately generates an alert and a trouble ticket within our NOC in Longview. The NOC also performs systematic monitoring of key components, such as VoIP gateway devices, to proactively identify and address bandwidth interruptions or outages. For disruptions exceeding five minutes during standard phone availability times, the NOC promptly contacts the bandwidth provider to resolve the fault. This proactive approach significantly reduces the likelihood of clients noticing or reporting issues. Furthermore, the NOC systematically monitors the system remotely to detect potential disruptions and minimize their impact. It is capable of delivering remote service and maintenance to address a wide range of service requests, with over 90% of these issues resolved remotely.

NCIC is committed to delivering comprehensive maintenance services for the duration of our agreements with facility customers. These services are provided at no additional cost, underscoring our dedication to exceptional customer support. NCIC believes these services should be standard offerings and are proud to include them as part of our commitment to excellence. Our NPM is an open-source enterprise-grade monitoring tool that is designed to monitor IT infrastructure, services, applications, and cloud resources comprehensively. It tracks and visualizes performance metrics, detects anomalies, and manages incidents across complex IT environments, ensuring reliable and efficient operations. Our NPM provides the following features:

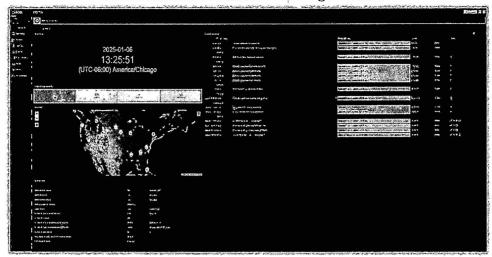
- · Leverages dependencies and correlations to pinpoint root causes, minimizing false positives.
- Enables detailed visibility into the performance, traffic, and configurations of devices and applications across on-premises, cloud, and hybrid environments.
- Generates alerts and notifications based on predefined triggers or thresholds, with support for escalation policies.
- Automatically discovers and maps devices, performance metrics, link utilization, and wireless coverage.
- Offers automated capacity forecasting, alerting, and reporting.
- Provides customizable dashboards, graphs, maps, and reports for effective real-time data visualization.
- Stores collected data in a robust database, enabling trend analysis and historical data queries.
- Monitors, alerts, and reports on critical device metrics, such as temperature, fan speed, and power supply.

Please see the sample screenshot of the Network Performance Monitoring capabilities.

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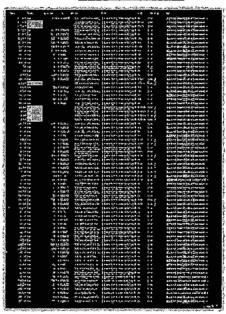
# Network Performance Monitoring Overview



Sample Reports - Network Interruptions

3 days 1633 N41 (1.3) AM (2.3) PM (3.3) PM (2.3) PM

**Active Problems** 



All information provided above is considered confidential and proprietary, as it pertains to our network security practices. We respectfully request that this information be excluded from any public record disclosures.

All service issues are reported to NCIC via call or email (support@ncic.com). An assessment will be made to determine if the issue is hardware or software related. If it is hardware related, NCIC will dispatch a technician immediately. If it is a software issue, a service ticket will be created and sent to support where it is assigned a ticket number and tracked until the issue is resolved in a timely manner. NCIC personnel are fully engaged and work with our customers to give them updates until the service ticket is resolved.

Authorized personnel can submit repair requests directly through the trouble ticket system or by phone or email, if preferred. The Authorized User submitting the trouble ticket is immediately sent an email confirmation. Any updates or changes to the ticket status are emailed to the authorized



administrator. These tickets are reviewed hourly by our staff for status. Once a request is received, the assigned technician is notified and responds by first contacting the customer to acknowledge receipt of the request, gather additional information required and begin the process to resolve the issue. During the Service Request, the Technician provides ticket updates to ensure timely communication is shared with the County. Upon resolution, the Technician conducts on-site testing, notifies the on-site customer contact, and provides ticket documentation for trouble resolution and closure.

The primary technician is accountable for becoming quickly 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, allowing problems to be 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, technicians are available 24x7x365 and work in a close team environment as to provide back-up on after-hour coverage. NCIC responds promptly to all service outages and maintenance requirements.

	Service Priority Levels		
Service Level	Description	Response Time	Resolution Time
High	Report of 50% or greater of equipment is not operational. Any occasion when NCIC's admin portal cannot be accessed by the County.	1 hour	4 hours
Medium	Report of 25% or greater of equipment is not operational. Any occasion when recording or live monitoring utilities are non-operational or malfunctioning.	2 hours	10 hours
Low	<25% of equipment is not operational. Static or other noise heard while conducting a telephone call. Administrative function not working in NCIC's admin portal.	4 hours	24 hours

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

INDIERESPONSE: READ, AGREE, AND WILL COMPLY.

<u>UPGRADES</u>: 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.

MINIERESPONSE: READ, AGREE, AND WILL COMPLY.

NCIC continuously updates, tests and releases software versions as well as minor interface modifications between each version. ALL hardware and software upgrades will be provided at no cost to ensure the County has the latest advances in technology. Major releases are typically scheduled every quarter as new products and features are added to the system. Updates to the systems are implemented during non-peak times, in a manner that does not interrupt service, and at no cost to the County. In all cases, the County will be provided with ample notice of any planned upgrades/enhancements, and where necessary, training and documentation will be provided to



personnel, relative to each event. The centralized nature of the system means that regular updates can easily be pushed out to all on an as-needed basis; updates/enhancements are provided on a quarterly basis, at a minimum.

The system must allow Jail personnel the ability to access data from the phone system from any computer in the department.

# MILERESPONSE: READ, AGREE, AND WILL COMPLY.

NCIC's proposed system is a fully centralized, web-based platform written using the newest technology in web tools. The system is compatible with any Windows-based computer and various web browsers including Internet Explorer, Chrome (recommended), 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 level of access authorization. The system provides multi-tiered security access levels based on the County's specific needs.

Authorized personnel will have a secure user login and password allowing them to remotely access the system based on the individual level of user access. Administrators can perform all functions of the system, including live monitoring, listening to recorded calls, blocking/unblocking numbers, terminating calls, PIN administration, call history or any other function needed in real-time. All page views and modifications to the database are logged to provide an audit trail in our User Logging

report. With these checks in place, any views or changes are logged with the user's login information, timestamp and their location allowing the change to be tracked back to the user – in case any actions taken need to be reversed. All information is stored in multiple geographically separate, redundant locations to ensure 100% reliability.



**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.

# INTERESPONSE: READ, AGREE, AND WILL COMPLY.

NCIC is in compliance to do business in the State of Texas, and all licenses/certifications are available on request. NCIC will obtain all necessary certifications with Brown County. Installations will meet all applicable federal, state, and / or local codes. NCIC maintains insurance and will provide certification upon award.

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<u>COMMISSIONS</u>: 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;

XXNGIC RESPONSE: HAS READ, AGREE, AND WILL COMPLY WITH ALL ITEMS ABOVE.

NCIC takes pride in complete transparency of all financial dealings, including compensation, and enjoys a reputation in the industry as being the leader in competitive compensation provided in conjunction with honest dealings, lowest calling rates and minimal ancillary fees. All commission payments shall include a commission summary report and shall arrive no later than 45 days following the calendar month for which commissions are paid. Commission can be remitted either as a check or ACH, depending on the preference of the County.

NCIC is providing a robust, guaranteed monthly commission structure that does not include any deductions for uncollectible revenue, fraudulent calling, chargebacks, etc. Each commission report includes the date range of commissioned calls, originating ANI (telephone), account number, destination of call, county and state of terminating call, total amount of billed call, duration of call, type (prepaid, collect, etc.), jurisdiction of call and net commission payment of call. There is a summary of all calls sorted by jurisdiction following the detail. Additional customer reports are also available, for example, summarized total billed revenue by telephone and type of call. A Commission Summary similar to the one shown below will accompany each monthly commission check at no additional charge.

Commission reporting. Revenue/Commission reporting can be verified and validated through the monthly Call Detail Records, which are easily exported directly from the web-based platform at any time and can also be scheduled to be sent at pre-configured intervals (such as at the beginning of each month, for the prior traffic month). The proposed system maintains a record of all system revenues, information that is passed on to the County in the form of monthly commission reports. Call and revenue reporting are available on a secure web-based report site allowing the County to view revenues on a real-time basis. A Commission Summary will accompany each monthly commission check.

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# Sample Commission Summary Report

ANI	Location	Calls	Duration	Total Charges	Net Charges	Gross Commission	Net Payment
8509370001	Phone 1	1,593	8,009	\$1,561.40	\$1,561.40	\$656.77	\$858.77
8509370002	Phone 2	1,272	6,278	\$1,155.60	\$1,155.60	\$635.58	\$635.58
8509370003	Phone 3	1,435	7,175	\$1,339.40	\$1,339.40	\$736.67	\$735.67
8509370004	Phone 4	1,054	5,265	\$978.80	\$978.80	\$53R.34	\$538.34
8509370005	Phone 5	1,183	5,991	\$1,120.80	\$1,120.80	\$615.44	\$616.44
3509370006	Рһопе б	1,540	7,044	\$1,287.00	\$1,227.00	\$707.85	\$707.85
8509370007	Phone 7	1,143	5,204	\$345.00	\$946.00	\$520.30	\$520.30
8509370008	Phone 6	1,561	8,582	\$1,627.6D	\$1,627.60	\$895.18	\$895.18
8509370009	Phone 9	4	30	\$6.00	\$6.00	\$3.30	\$3.30
8509370013	Phone 13	246	981	\$183.60	\$183.60	\$100.98	\$100.98
8509370014	Pluone 14	415	2,260	\$426.20	\$426.20	\$234.41	\$234.41
8509370015	Phone 15	47	260	\$43.60	\$43.60	\$23.98	\$23.98
8509370018	Phone 18	605	2,304	\$414.20	\$414.20	\$227.81	\$227.81
8509370019	Phone 19	584	4,362	\$818.60	\$818.60	\$450.23	\$450.23
8509370020	Phone 2D	343	1,551	\$274.20	\$274.20	\$150.81	\$150.81
. 14	TOTALS:	13,333	65,296	\$12,183.00	\$12,183.00	\$6,700.65	\$6,700.65

#### INMATE TELEPHONES - SUMMARY:

Call Type	Bill Type	Calls	Duration	Total Charges	Gross Commission	Net Payment
Interstate	Prepaid Collect	843	5594	\$1,118.80	\$615.34	\$515.34
Interstate	Free Calls	942	1,081	\$0.00	\$0.00	\$0.00
Interstate	Inmate Debit	840	5,314	\$1,062.80	\$584.54	\$584.54
Interstate	Prepaid Voicemail	6	б	\$9.00	\$4.95	\$4.95
	SubTotals:	2,631	11,995	\$2,190.60	\$1,204.83	\$1,204.83
IntraLATA	Prepaid Collect	252	1375	\$275.00	\$151.25	\$151.25
IntraLATA	Free Calis	182	249	\$0.00	\$0.00	\$0.00
IntraLATA	Inmate Debit	246	1,437	\$287.40	\$158.07	\$158.07
IntraLATA	Prepaid Voicemail	38	38	\$57.00	\$31.35	\$31.35
	SubTotals:	718	3,099	\$619.40	\$340.67	\$340.67
IntraState	Prepaid Collect	125	623	\$124.60	\$68.53	\$69.53
IntraState	Free Calis	118	170	\$0.00	\$0.00	\$0.00
intraState	Inmate Debit	110	630	\$126,00	\$69,30	\$69.30
	SubTotals:	353	1,423	\$250.60	\$137.83	\$137.83
Local	Prepaid Collect	2391	17902	\$3,580.40	\$1,969.22	\$1,969.22
Local	Free Calls	2,747	3,136	\$0.00	\$0.00	\$0.00
Local	Inmate Debit	4,493	27,710	\$5,542.00	\$3,048.10	\$3,048.10
	SubTotals:	9,631	48,748	\$9,122.40	\$5,017.32	\$5,017.32
	TOTALS:	13,333	65,265	\$12,183.00	\$6,700.65	\$6,700.65

#### VIDEO VISITATION - SUMMARY:

Visitation Type	Sessions	Minutes	Revenue	Commission %	Gross Commission	Net Payment
On-Site Video Visitation	1,422	27,958	\$0.00	0%	\$0.00	\$0.00
Remote Video Visitation	2,937	19,874	\$7,552.12	20%	\$1,510.42	\$1,510.42

(Sample Report not indicative of financial offer to the County)



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.

MINITERESPONSE: READ, AGREE, AND WILL COMPLY.

NCIC pays commission based on ALL Gross Call Revenue. NCIC's method for calculating Total Gross Revenue is simple, due to our use of truly per-minute calling rates. Gross Revenue is calculated simply by multiplying the number of completed minutes by the agreed-upon per-minute calling rate. Applicable facility commission can then be found by applying the commission percentage to the Gross Revenue amount. NCIC pays commission based on TRUE Gross Call Revenue, INCLUDING INTERSTATE CALLS. NCIC never applies any deductions or adjustments for bad debt, fraudulent calling activity, unbillable calls, etc. NCIC never considers or applies any deductions to or withholdings from customer commissions due to fraudulent activity – such considerations are built into the ordinary cost of conducting business in this industry and were considered when providing our overall compensation offer.

**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.

INTERESPONSE: READ, AGREE, AND WILL COMPLY.

Please refer to NCIC's Calling Rates and Fees table provided on the following page.

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Call Type	Connection Fee	Per Minute	Connection Fee	Per Minute			
LL CALLS within the United States	\$0.00	\$0.16	\$0.00	\$0.16			
Mexico / Canada	\$0,00	\$0.16	\$0.00	\$0.16			
Cuba	\$0.00	\$0.99	\$0.00	\$0.99			
Other International	\$0.00	\$0.35	\$0.00	\$0.35			
Inbound Voicemail		\$0.48 (up to 3-M	rp to 3-Minutes duration)				
Commission Amount		THE PROPERTY OF THE PROPERTY OF THE PARTY OF	% of Gross Call Revenue of Inbound Voicemail Revenue				
VIDEO	VISITATION and S	ECURE MESSA	GING				
Charge / Fee N	Name		Amount				
Remote (Off-Site) Video Visitati	ion – Per Minute Rate		\$0.30				
On-Site Video Visitation –	Per Minute Rate		\$0.00				
Secure Messaging	– Rates		Text Messages - \$0.25 Picture Attachments - \$0.35 Video Messages (30 Seconds) - \$0.35 GIFs - \$0.05				
Remote Video Visitation and Secure	Messaging - Commissi	on 30°	30% of Gross Visit / Messaging Revenue				

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ADDITIONAL OFFERINGS

# CORRECTIONAL COMMUNICATION SYSTEM – FEES

As Allowed by the Federal Communications Commission (FCC)



**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;
- Contact person's name, address, & telephone number for purposes of this proposal;
- 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;
- Company financial statement showing income and earnings for the most recently closed year;
- Minimum of FIVE (5) inmate telephone accounts currently operational in TX or surrounding states including Center name, address, and contact person & telephone;
- Sample Contract that the Vendor will propose to the County.

MOISRESPONSE: HAS READ, AGREES, AND WILL COMPLY WITH ALL ITEMS LISTED ABOVE.

Please refer to Company Profile and References on Pages 5 thru 9. NCIC's Sample Contract can be found on the following pages. NCIC Confidential and Proprietary Financials have been submitted in a separately sealed envelope.

**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.

INGERESPONSE: READ, AGREE, 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.

INTERESPONSE: READ, AGREE, AND WILL COMPLY.

<u>**DEMONSTRATIONS**</u>: 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.

TOTALE RESPONSE: READ, AGREE, AND WILL COMPLY.

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

INTERESPONSE: READ, AGREE, AND WILL COMPLY.



#### NCIC'S SAMPLE CONTRACT

# NCIC CORRECTIONAL COMMUNICATIONS SERVICE SUBSCRIBER AGREEMENT

CORRECTIONAL TELEPHONE SERVICES, VIDEO VISITATION SERVICES, MESSAGING, TABLETS AND RELATED COMMUNICATIONS SERVICES FOR INCARCERATED PERSONS

CONTRACT BETWEEN <u>BROWN COUNTY SHERIFF'S OFFICE</u> AND <u>NETWORK COMMUNICATIONS</u> INTERNATIONAL CORP. dba NCIC CORRECTIONAL SERVICES (NCIC).

This NCIC Correctional Communications Service Subscriber Agreement ("Agreement") is made this \_\_\_\_\_day of\_\_\_\_\_\_, 2025\_("Effective Date"), 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 Street.

City, State & Zip Code: Brownwood, Texas 76801

Contact: Sheriff Vance Hill

Phone: <u>325-641-2202</u>

#### WITNESSETH

**Whereas**, Subscriber is the governmental or private entity responsible for the management, supervision, custody, protective care and control of 1) incarcerated persons housed in the following jail(s) and/or prison(s):

#### **Brown County Jail Facility**

(the jail(s) and/or prison(s) are referred to in this Agreement as the "Facility" or "Facilities") and 2) all buildings, grounds, property and matters connected with the Facility or Facilities.

Whereas, Provider is qualified and willing to provide Subscriber with the InTouch Correctional Communications System for correctional telephone, video visitation, messaging and related communication services for incarcerated populations;

**Now, therefore**, in consideration of the mutual benefits to be derived hereby, Subscriber and Provider do hereby agree as follows:

# I. <u>TERM</u>

This Agreement shall begin on the Effective Date and continue in full force and effect for a period of five (5) years from such date ("Initial Term") and will automatically renew under the same terms and conditions consecutively for one (1) year periods (Renewal Term") if notice of non-renewal is not received at least ninety (90) days prior to the completion of the Initial Term or any Renewal Term.

#### II. TERMINATION

Subscriber may terminate this Agreement for cause, pursuant to the provisions of Paragraph IV(A). Provider shall have the right to terminate this Agreement pursuant to the provisions of Paragraph IV(A).



#### III. COMMUNICATIONS SYSTEMS FOR INCARCERATED POPULATION

#### A. Installation of Correctional Communications System

Provider shall provide to Subscriber, at no cost, a fully operational, high-security and reliable Correctional Communications System to be installed at the Facility. The system provided to Subscriber shall include all equipment, installation, infrastructure and network, training, operation, ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet Subscriber's requirements and be in compliance with any industry standard. The Correctional Communications System shall, depending on the requirements of Subscriber, be capable of providing traditional correctional telephone service, both on-site (standard) and off-site (remote) visitation sessions, educational and communication tablets well as a range of complementary paperless applications such as secure electronic messaging, tickets / kites, digital mail delivery and access to approved third-party applications based on the preferences and allowances of Subscriber.

#### B. Provider's Responsibilities

Provider shall be responsible for the following regarding the Correctional Communications System:

- 1. Adhering to any and all municipal, state or federal requirements for equipment installation, certification, training or registration during the life of the Agreement;
- Complying with all FCC regulatory requirements and any other requirements imposed by local, state
  and federal regulatory agencies for all correctional communications and related services provided
  throughout the duration of the Agreement;
- 3. Making any system modifications necessary to allow incarcerated persons to participate in calls, video visits and secure messaging in compliance with any industry standards or requirement change(s) at no cost to Subscriber;
- 4. Complying with and updating the Correctional Communications System 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 Subscriber;
- 5. Providing a comprehensive Correctional Communications System that will allow for all required call types, video visitations and secure messages;
- 6. Providing a Correctional Communications System which includes, but is not limited to, system infrastructure, network, database, servers, call / video processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality:
- Installing new communications equipment at all included Facilities and any required station cabling as determined necessary;
- 8. Providing systems and equipment that support the Facility's or Facilities' monitoring/security needs, including terminals and digital recording equipment as determined necessary;
- Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical transaction information;
- 10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the communications equipment;
- Providing ongoing maintenance, repair, replacement and/or upgrades of all equipment and systems as determined necessary to ensure adequate service delivery;
- Providing all required training and instructional materials required for use of the telephone services
  as applicable to incarcerated persons, families, and/or Facility staff; and



13. Providing all related support services not otherwise indicated herein.

#### C. Correctional Communications System Installation

As part of the installation process of the Correctional Communications System at the Facility, Provider shall:

- 1. Provide all required materials, equipment, hardware, software and station cabling (where re-using existing station cabling is unavailable or new locations are required) for installation and maintenance of the Correctional Communications System;
- 2. Wherever possible, re-use existing station cabling installed at each Facility for the Correctional Communications System. In cases where existing station cabling cannot be used, Provider shall install new station cabling (Category 6 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. Provider shall comply with all applicable electrical codes;
- 3. Comply with the security guidelines on institutional security policies; and
- Provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

#### D. Correctional Communications System Functionality

The system installed by Provider shall have the following functions:

- 1. Be fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of all communications (phone, video and messaging);
- 2. Be fully capable of completing on-site visitation sessions at no cost to the general public or incarcerated person; however, Provider will charge a per-minute rate for any off-site (remote) calls and visitation sessions connected;
- 3. Provide security features which prevent unauthorized individuals from accessing any information held by Provider;
- 4. Offer secured access to the system and the database for Subscriber's authorized users;
- 5. Provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the Agreement, and;
- 6. Ensure that informational flyers, placards or other media is provided to the incarcerated population and visitors showing communication systems use instructions, rate information and any other information deemed essential to the utilization of the system.

# E. Ownership of Correctional Communications Equipment

Throughout the term of the Agreement, Provider shall own all systems and equipment installed at the Facility and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Subscriber. Provider and Subscriber agree that at no time shall any of the systems and equipment installed at the Facility become a fixture such that it becomes a part of the real property where the Facility is located. Provider and Subscriber agree that all systems and equipment installed at the Facility will remain personal property owned by Provider.



#### F. Responsibilities of Subscriber

Subscriber shall be responsible for the following:

- Obtaining all necessary written consents from any applicable governmental or private entity for Provider and/or its subcontractors to:
  - a. Access any part of the Facility deemed necessary by Provider;
  - b. Perform any and all work necessary to install, repair, replace, or remove the Correctional Communications System and its components; and
  - c. Perform any contractual duty imposed on Provider in this Agreement;
- 2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;
- 3. Providing security, where needed, to Provider's employees and/or contractors during the installation, replacement, maintenance, or removal of the Correctional Communications System and its components;
- 4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity;
- 5. Providing prompt notice to Provider of any damage, defect, or needed repair to the Correctional Communications System or any of its components;
- 6. Making reasonable efforts to penalize inmates who are found to have deliberately damaged any Provider-owned Correctional Communications Equipment;
- 7. Allowing for optimal usage of and engagement with all installed inmate communications systems to include inmate telephones, wall-mounted kiosks and handheld tablets. Such allowances include, but are not limited to:
  - a. Allowing at least 16 hours-per-day access to installed communications systems to include inmate telephones, wall-mounted kiosks and handheld tablets;
  - b. Avoiding unnecessary use of any system functionality that may unreasonably hinder communications traffic and revenue generation, such as unwarranted quarantining of messages and requiring approval of all individual video visits, and;
  - b. Restricting non-administrator access to changing calling, video and messaging profiles of equipment or specific users (visitors and incarcerated users) which may harm usage and revenue expectations.

#### G. Correctional Communications System Commission Payment to Subscriber

Provider will forward a monthly payment to Subscriber on or about the 25<sup>th</sup> day of each month following the applicable traffic month. Such payment shall be based on gross revenue generated by Provider originating from the Facility, net of federal, state and local taxes, FCC-regulated account funding fees, approved free calls, visits or messages and any other permitted cost recovery mechanism(s). The complete details regarding payments and revenue-share are provided within **Attachment A – Rates**, **Fees and Revenue-Share** of this Agreement. Provider and Subscriber agree that in the event that rates and/or fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider shall have the sole right and discretion to decrease commission payments to Subscriber in such a manner as it sees fit in order for the Agreement to be profitable for Provider. Monthly revenue and commission statements will be provided to Subscriber for commission payments based on gross revenue, upon request.



#### H. Equipment Service & Maintenance

With regard to the Correctional Communications System, Provider shall provide fully functional equipment to support service delivery as specified herein at all designated Facilities with regard to all labor, materials, service hardware and/or software. Provider shall further warrant that any equipment installed for 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, Provider is required to meet all response times as reasonably required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to Subscriber, and Subscriber shall accept the detailed plan of service.

#### IV. MISCELLANEOUS

#### A. Termination

Either party may terminate this Agreement for cause prior to expiration of the Initial Term or Renewal Term(s) if there is an alleged breach of the term(s) by the offending party. If an alleged breach of this Agreement occurs, the offended party shall provide written notice to the offending party, demanding that the offending party cure said 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

Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Subscriber, its employees, agents, officers, heirs, and assignees harmless from any and all demands, claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by Provider, or its employees or agents, in the course of the operations of this Agreement. This obligation by Provider to indemnify, defend, and hold Subscriber harmless includes without limitation all costs, expenses, and attorney's fees incurred on account of any demands, claims, suits, judgments, or damages.

Subscriber shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Provider, its employees, agents, officers, heirs, and assignees harmless from any and all demands, claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by Subscriber, or its employees or agents, in the course of the operations of this Agreement. This obligation by Subscriber to indemnify, defend, and hold Provider harmless includes without limitation all costs, expenses, and attorney's fees incurred on account of any demands, claims, suits, judgments, or damages.

#### C. Provider's Insurance

Provider agrees to maintain the insurance coverage required to be maintained by Provider and to maintain such insurance in effect at all times during the existence of this Agreement.

#### D. Assignment

In the event that Provider transfers, sells, or assigns its rights under this Agreement, there shall be no required consent by 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 Agreement 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 Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Agreement 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 the compensation and services to be provided herein, Subscriber grants to Provider the exclusive right to install and maintain telephones and/or Correctional Communications Systems of any type, including the Telephone System, Video Visitation System, Secure Electronic Messaging System and hand-held tablets (the "Correctional Communications Systems") within its Facility or on its private property (Location) during the term of this Agreement. Provider and Subscriber have agreed upon specific rates for calls, remote video visitation and messaging, as well as ancillary correctional communications technologies as described in **Attachment A – Rates, Fees and Revenue-Share** 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 any of those products or services that are or could be supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber's Facility, including any present or future Subscriber Facilities. Provider will have the exclusive right to provide those products and services to be installed, implemented, or used at Subscriber's Facility throughout the term of this Agreement, including any renewals and/or extensions of this Agreement, and shall also have the exclusive right to install, monitor, and provide services for any other Correctional Communication Systems, including but not limited to communications, educational or entertainment products or services, tablets, video visitation, secure electronic messaging and electronic mail, sought by Subscriber to be used, installed, or implemented at the Facility during the term of this Agreement, whether the products or services are for incarcerated persons located at Subscriber's Facility or at third-party Facilities owned and/or managed by Subscriber; however, Provider shall not be obligated to exercise this exclusive right.

#### J. Circumstances Uncontrollable by Provider

Provider reserves the right to renegotiate or terminate this Agreement upon thirty (30) days written notice upon the occurrence of circumstances outside Provider's control related to the Facilities including, without limitation, 1) changes in rates, regulations, or operations mandated by law; 2) reduction in incarcerated population or capacity; 3) changes in jail policy or economic conditions; 4) acts of God or actions constituting force majeure, as stated in Paragraph IV(E) above; or 5) actions taken by the Facility that negatively impact the Providers business. 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 the necessary actions in order to be in compliance with those federal, state, or local regulatory requirements.

#### K. Suspension of Unused Applications

With regard to applications, software, or products that are licensed to Subscriber such as Educational Courses, Rehabilitation Programs and other features, products or applications licensed as part of the Correctional Communication System, if the features, products, or applications are not accessed or used within ninety (90) consecutive days, Provider reserves the right to disable such applications and only re-enable such applications when requested.



#### L. Cooperative Purchasing for other Agencies

Subscriber will permit other City, County and State agencies to utilize the terms and conditions of this Agreement, offering the prices, terms and conditions offered herein to other government agencies who wish to participate in a Cooperative Purchase program with Subscriber's agency, where such cooperative usage will contribute to any volume discounts or incentives for participating agencies. Participating agencies may include the services, purchase and installation, removal, modifications, and maintenance. Other agencies will be responsible for entering into separate Agreements with Provider and for all payments thereunder.

#### M. Successors and Assigns

Each of the covenants in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Provider and Subscriber.

#### N. Entire Agreement

Unless the parties agree otherwise in a written Agreement which specifically identifies this Agreement, including any attachments, amendments, addendums or exhibits, by date of execution and signatories, any services requested by Subscriber and any goods, services, or equipment furnished by Provider shall be provided by Provider under the terms of this Agreement. In the event of any conflict between this Agreement and any work order or purchase order, this Agreement shall control. This Agreement supersedes all other agreements, oral or written, previously entered into with respect to the subject matter contained in this Agreement and the transactions which it contemplates, and it contains the entire Agreement of the parties, including without limitation all Agreements with respect to warranties.

#### O. Counterpart Execution and Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute but one and the same instrument. All parties consent to the use of DocuSign or a similar electronic document execution service to take place of a physical signature on this Agreement, and that the electronic signatures will be the same as if physically signed by each party.

#### P. Further Assurances

The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties unless otherwise specifically provided herein. Nonetheless, all parties shall cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the terms of this Agreement.

#### Q. Dispute Resolution

Prior to the filing of a lawsuit by any party to this Agreement, Provider and Subscriber agree that any disputes between them shall be resolved in the following manner:

- a. The parties shall refer the dispute to a certified mediator in order for the mediator to conduct a mediation of the dispute and attempt to reach a mutual agreement between the parties concerning the dispute. Said mediation shall commence no later than thirty (30) days after the receipt of notice by the other party that mediation of the dispute is requested. The parties shall mediate the dispute in good faith and use all reasonable measures to resolve the dispute. The cost of the mediation shall be divided equally between the parties.
- b. If no timely resolution of the dispute occurs through mediation, any party may demand binding arbitration pursuant to Chapters 171 and 173 of the Texas Civil Practice and Remedies Code only if the parties have previously mediated the dispute.



# R. Authority of Signatories

Each of the individuals signing this Agreement have full power and authority to enter into this Agreement on behalf of Provider and Subscriber and to fully bind Provider and Subscriber to the terms of this Agreement.

	SIGNED on this	_ day of	, 2025.
SUBSO	CRIBER		PROVIDER
Signatu	ure		Signature
Print N	ame		Douglas Morgan Print Name
Title		<del></del>	Regional Sales Manager Title
Date		<del></del>	Date



# ATTACHMENT A RATES, FEES AND REVENUE-SHARE

# Rates and Fees, with Revenue-Share

: · · · · · · · · · · · · COI	RRECTIONAL TEL	EPHONE SERVI	CE	•
Call Type	Prepaid (	Collect	Deb	ít
Can Type	Connection Fee	Per Minute	Connection Fee	Per Minute
ALL CALLS within the United States	\$0.00	\$0.16	\$0.00	\$0.16
Mexico / Canada	\$0.00	\$0.16	\$0.00	\$0.16
Cuba	\$0.00	\$0.99	\$0.00	\$0.99
Other International	\$0.00	\$0.35	\$0.00	\$0.35
Inbound Voicemail		\$0.48 (up to 3-M	inutes duration)	a Br
Commission Amount	a de la companya del companya de la companya del companya de la co	* Ast 9	Call Revenue Voicemail Revenue	
VIDEO	VISITATION and S	SECURE MESSA	GING	
Charge / Fee I	Name		Amount '	
Remote (Off-Site) Video Visitati	ion – Per Minute Rate	* 3.4	\$0.30	
On-Site Video Visitation –  Secure Messaging			\$0.00  Text Messages - S  Picture Attachments ideo Messages (30 Seco	- \$0.35
Remote Video Visitation and Secure	Messaging – Commiss	ion 30%	% of Gross Visit / Messa	ging Revenue
Ţ	REMIUM CONTEN	NT ON TABLETS	**	
Premium Content - Per	Minute Rate		\$0.02 - \$0.04 Per M	linute .
Premium Content C	ommission	10%	6 Commission of Gener	ated Revenue
	ADDITIONAL C	OFFERINGS		
ost Recovery for Provider Conversion and Training Iail Scanning Software / Schoolhouse Education & Entertainment Suite	All proposed hardwar	Brown County wit \$0 re and software for	00.00 hin 10 days of contract .00 these technologies are a ttes, and Friends/Famil	lso offered at ze
CORRECT	IONAL COMMUNI	CATION SYSTE	M-FEES	
As Allowed b	y the Federal Comm	unications Commi	ssion (FCC)	

Rates and fees listed above do not ind	clude any applicable pass-through government taxes ·
Subscriber Initials:	Provider Initials:
Date:	Date: