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Request for Proposal #1668
Municipal Jail Inmate Telephone Services

CITY OF SPRINGFIELD, OREGON
Police Department

Due Date June 7, 2016
2:00 pm

COPY

COVER LETTER

City of Springfield Finance Department
ATTN: Jayne McMahan, Procurement and Contracts Manager
225 Fifth Street
Springfield, OR 97477

Introduction / Affirmations

Thank you in advance for consideration of our proposal for the City of Springfield. NCIC has read and agrees with the terms and conditions in the Request for Proposal #1668 for Municipal Jail Inmate Telephone Services, Attachment 2: Sample Contract and Addendum Numbers 1 and 2. NCIC does not have any instances of possible conflicts of interest to declare. NCIC is not a residential bidder as described in ORS279A, but we are licensed to do business in the state of Oregon. NCIC confirms our proposal was independently arrived at without collusion. In addition, this proposal will remain open and valid for at least 90 days from the close date if not longer. NCIC confirms the ability to begin work on July 1, 2016. Furthermore, NCIC complies with:

- The laws of the State of Oregon;
- All applicable, state, and federal laws, code and regulations;
- The applicable portion of the Federal Civil Rights Act of 1964;
- The Equal Employment Opportunity Act and the regulations issued by the federal government;
- The American with Disabilities Act of 1990 and the regulations issued by the federal government; and
- All terms, conditions and requirements set forth in this RFP.

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

NCIC is the industry's best kept secret operating without fanfare, and instead focusing on providing affordable, reliable, secure inmate communications, excellent customer service and advanced technologies.

Every day, thousands of inmates and their families across the world rely upon NCIC to provide affordable and reliable inmate communications. NCIC operates globally providing inmate communications in nine (9) countries with nearly 10,000 inmate telephones installed in 600 facilities. In total, we handle and record more than 250,000 calls per day.

Superb Customer Service

As the longest, continuously operating inmate telephone provider in the U.S., through our 21 years in business, we have grown to become a successful company providing unmatched customer service, which is demonstrated by our A+ accreditation with the Better Business Bureau (BBB).



"...I have been in the business world for about 30 years and never experienced customer service like NCIC provides. You have a question, they have 24/7 customer service. I work nights and I get help/answers at 2:30 in the morning..."

Sgt. Joan Koval
Trempealeau County Jail, Whitehall, WI

One way we accomplish this is by providing a customer service 24 x 7 x 365. Through NCIC, Friends and Family members can actually speak to a multilingual, live operator at our call center seven (7) days a week. In addition, the City of Springfield will be assigned a designated customer service representative with an escalation list providing every vital NCIC staff members' office and cell phone numbers (up to and including the President / Co-Owner of the company). We take all problems seriously and commit to quick resolution.

Our superior customer services does not stop there. We recognize non-functional phones mean unhappy inmates as well as lower revenue. Our goal is to keep you and your inmates satisfied with preventive maintenance and reliable service through the on-site Field Service Technician. In addition, our inmate voicemail even allows the inmates to report phone problems, thus alerting NCIC to needed repairs and circumventing intervention by your staff.

Affordable Inmate Telephone Provider

In addition to superior customer service, we attribute our low number of complaints to being known as a conservative, low-cost inmate telephone provider. NCIC understands it is important to have fair and reasonable rates and fees so inmates can easily stay connected to their family and friends.

With the FCC, as well as several state Public Service Commission's (AL, LA, NM, MA, IA and NJ), reviewing and implementing caps on inmate phone rates, NCIC continues to work with the regulatory Agencies to communicate that both goals can be accomplished. While four of the largest inmate telephone providers are advocating to the FCC to eliminate commissions, NCIC is advocating to the FCC to continue to allow commissions. In fact, NCIC supports the recent FCC order as released on November 5, 2015, which caps calling rates and fees and has proven both fair rates and commissions can be offered.

In support of our opinion, NCIC provided a test case in the state of Alabama where we moved 15 county jails to the proposed FCC/Alabama PSC rates. The "test" demonstrated inmate call counts stimulate, in this instance by over 300%. In addition, Tri-Counties jail switched to NCIC due to pressure from the Illinois Campaign for Inmate Phone Justice for allowing its previous provider to charge high rates and fees. Since the cutover to NCIC, Tri-Counties jail has not received a single complaint in the past year.

Technology Leader

Although we are leaders in low cost rates and minimal fees, we provide leading inmate communication technologies. Since our founding, NCIC had a clear technology vision and established its call control platform and product development approach accordingly, which is demonstrated by the fact that NCIC was the first inmate telephone provider to offer a centralized, secure inmate call control platform. Our scalable platform, which currently operates at less than 10% capacity, can easily be upgraded to accommodate increased call traffic and recordings by simply adding equipment.

"...Their equipment, services, customer service and attention to detail have been superior. Payment of commissions has always been on time with full accounting. The platform is very easy to use and my staffers like it very much. The thing we are most impressed with is the investigative tools it allows us. We like the platform and would recommend it to every facility. It has been helpful in all investigations, monitoring and otherwise."

Warden Richard DeVille
Caldwell Detention Center, Grayson, Alabama

To ensure NCIC does not have to “catch up” in our product offering, we reinvest approximately 20% of our annual revenues to product development; therefore, our clients can be assured they are being provided with state of the art communication services. Furthermore, NCIC has committed over \$1 million in patent development and licensing, over \$500,000 in patent defense.

In addition to the inmate telephone platform, NCIC offers many features and products – most of which are explained in more detail in our proposal. A sampling includes:

- **Easy to use interface.** The ICE software was designed through input from our customers; thus making our platform the best in the industry! We designed our web-interface to accommodate staff with limited computer knowledge, including an on-line user guide. Each feature is self-explanatory, with quick links to eliminate the need to learn how to navigate multiple pages.
- **Investigative tools.** Our investigative suite offers a host of advanced features like “Live Monitoring”, which will allow your Investigators the ability to listen in real time, instantly and undetected, to inmates active calls. Your detectives can set up notification alerts, when inmates of interest are placing calls, so they can listen in and / or send the recordings to a briefcase for later review.
- **Voice biometrics** will identify both inmates and called parties, combined with our software, detectives can easily associate up to seven levels of contacts. Extremely useful when dealing with gangs and drug dealers to prevent and solve crimes. Our geographical interface can then be utilized to quickly and easily get the lay of the land before officers are dispatched.
- **Video Visitation.** NCIC is a leader in this rapidly evolving field, which ensures you will have the latest innovations for your Video Visitation installation. NCIC’s solution is Cloud-Base system with URL software.
- **Kiosks.** NCIC is instrumental in designing and manufacturing the industry’s best Kiosk and free commissary software solution. Upon release a debit card can be issued with the inmate’s balance for immediate access at thousands of local retailers. As with the phones, NCIC does not have excessive hidden fees or weekly “sweeps” of fees that quickly remove funds from cards, another point of contention among the inmates’ rights groups. In addition:
 - Our lobby deposit system, offering the lowest deposit fees in the industry, utilizes simple touch screen commands to allow for ease of operation in depositing cash or credit cards, along with every level of data encryption available, to ensure complete security.
 - Our booking deposit system immediately posts inmate funds, cash and coin to the commissary account allowing immediate sales and or phone calls.
- **Tablets.** Secured, cloud-based architecture provided in multiple sizes with various applications.
- **Plus much more...**

Our system, along with new features and upgrades, are always free to the City, in order to help you not only achieve your budgets, but to gain additional revenue from our services.

In closing, as you evaluate our proposal, consider NCIC as your provider for inmate telephones. NCIC is trusted around the world to provide inmate communications, and we welcome the opportunity to extend our services to the City of Springfield with reliable yet affordable inmate communications, superior customer service and technology that you expect.

Sincerely,



William L. Pope, President

QUALIFICATIONS

Include a detailed statement of the qualifications of the firm. This should include organizational history, clients presently served, and extent of Inmate telephone system work.

NCIC is the largest employee-owned inmate telephone provider in the US, specializing in inmate telephone services, video visitation, kiosks/commissary systems and mobile phone detection systems. NCIC was established in 1995, which also makes it the longest running telecommunications carrier in the inmate telephone industry. Company principals William Pope and Jay Walters offer more than 40 years of experience in the inmate telephone industry. NCIC is headquartered in Longview, Texas with satellite offices in Southern California, Georgia, Maine, Virginia, El Salvador, Ecuador, Costa Rica and Honduras. NCIC has over 85 employees including full time field technicians, with approximately \$28 Million dollars in revenue per year. In total, our platforms handle and record in excess of 250,000 call per day.

NCIC is a financially sound company and has never failed to meet any of its financial obligations to its creditors or facility partners as is proven by our Dunn & Bradstreet credit report. Credit and/or bank references can be provided to the DOC upon request. NCIC is one of the few inmate telephone providers that can provide audited financial statements and also submits its financial data to Dunn & Bradstreet for public posting of financial condition and payment/credit histories. NCIC performs an annual comprehensive audit of financials and internal controls.

NCIC has worked closely with our customers to insure that they have the best and most modern technology. Our customers' experiences and testimony have shown how they frequently and easily solve cases of different magnitudes from drugs to homicide. By providing our customers with the most effective technology, they are able to utilize our I.C.E. platform to its fullest capacity with minimal training. Additionally, our I.C.E. platform offers a large number of features our competitors do not. NCIC custom-designed the system from feedback and needs of our customers; it is tangible proof that we listen to our customers, designing what is important to them. You ask, we listen and provide!

Throughout the FCC's proposed rulemaking on inmate calling services, specifically related to rates and fees, NCIC was the only large inmate phone provider advocating in support of commission (cost recovery) payments, while others requested caps from \$.01 to \$.03 per minutes. NCIC recognizes that each Agency has a different cost-structure in offering the privilege of inmate phone services and as long as the FCC imposed fair rates and fees there would be no reason to also impose caps on commissions. In support of our opinion, NCIC provided a test case in the state of Alabama where we moved 15 county jails to the proposed FCC/Alabama PSC rates. The "test" demonstrated inmate call counts stimulate, in this instance by over 300%.

NCIC also support the FCC order, which caps and eliminates fees and surcharges. While other inmate telephone providers may charge fees as high as \$17 per transaction to fund accounts or charge \$14.99 for a single call. NCIC has never incorporated charging burdensome fees. NCIC believes in providing fair and reasonable rates to inmates' family and friends to stay connected.

NCIC has always differentiated itself from the competition by providing the best service and the best pricing. Our A+ rating with the Better Business Bureau means that you have little to no complaints from inmates and their families about the phone service. NCIC uses its customer service number as the Caller ID on all calls, so that the inmates' family always has our phone number to call for questions. NCIC has developed a reputation for excellent customer service, leading edge technology and competitive commissions without having to play the "numbers game". The FCC ruling has eliminated all hidden ancillary fees that many inmate phone providers have been adding to increase margins on high "perceived" commission offers. Prior to the FCC reform, which caps rates and fees, NCIC has been transparent and has always offered fair and reasonable rates to inmates' family and friends while also offering the highest true commission rate in the industry, along with offering a high-security inmate phone system and supporting technology.

Inmate Call Engine

NCIC Inmate Phone Service prides itself in all-around service and pricing to inmates and their families. NCIC has consistently maintained an A+ rating with the Better Business Bureau for close to 10 years and in 2015, NCIC was named to the Inc. 5000 Fastest Growing Businesses in America. NCIC worked closely with the FCC to assure they did not "over regulate" when choosing to impose caps on rates and fees charged to inmates and their families. As a result, the FCC chose not to regulate commission payments and NCIC is now the only inmate phone company willing to offer a revenue guarantee per inmate using the new FCC rates. As a matter of fact, using the FCC rates, NCIC is able to beat what the jail has been receiving because inmate calling is stimulated up to 300% and reported revenue will go up almost 50% over what your current provider is reporting.

NCIC has been providing inmate phone services for 20 years and, over time, built the most easy to understand platform as it was designed for users with limited time and the need to be able to multitask while using the platform. The system allows the user the ability to listen to calls while navigating to other pages to conduct investigations into inmate calling. We offer our Seven Degrees of Inmate Calling, allowing users to dive down into complex calling patterns of inmates to show associations with particular destination numbers and other inmates. Along with our kiosk, our total platform will alleviate up to 20% of the City staff's workload by decreasing time to listen to calls with our speed-up of recording playback, bulk downloads of call recordings using our innovative Briefcase system and offering a Broadcast messaging system as part of our inmate voicemail platform. Further, our voice biometrics will virtually eliminate all instances of PIN theft, while adding to the investigative features of associating inmates to former inmates and current inmates at other facilities using NCIC's platform.

KEY PERSONNEL

A listing of all key personnel to be utilized on a project team for this project. Clearly specify the name and title of each individual and level of involvement in the project. Describe each team member's professional qualifications, their individual experience and projects of a similar nature. Specify Project Manager and primary contact person for project delivery. Include an affirmative statement that, unless the personnel leave your firm, they will be those assigned to our account. When replacing the personnel the firm will replace with equally qualified talent.

NCIC affirms the Key Personnel below will be assigned to the City of Springfield's account, unless said personnel leave the firm. NCIC affirms replacement of Key Personnel will be equally qualified.

Key Personnel			
Name	Location and Contact number	Primary Role/ Responsibility	Experience and Work History
Primary Contact Mark Edgcombe, Project Manager	Bonsall, CA 92003 (949) 874-6087 (760) 405-7879 Mark.Edgcombe@ncic.com	Primary contact for the City and responsible for orchestrating installation and ongoing maintenance of inmate telephone and equipment.	32 years of sales installation and service in pay phone industry. 3 years VoIP experience. Assisted with the Pay Phone Industry's first fully transparent VoIP system.
Tim Euper, Assistant Project Manager	Calabasas, CA (818) 707-2300 (818) 590-7211	Assist with installation, maintenance of inmate telephone and equipment.	The past 16 years have been dedicated to Communication System Integration and Customer Service focusing on the California Community
Andrey Sarfaraz, Maintenance	Torrance, CA (310) 408-0904	Repairs and maintenance	13 years in the telephone industry
Dana Pojman, Maintenance	Long Beach, CA (562) 277-8454	Repairs and maintenance	15 years in the telephone industry
Michael Reithmeier, Installation Engineer	Longview, TX (903) 757-4455	Oversee VOIP bandwidth testing and Gateway wiring. Will work closely with onsite field (phone) technicians to ensure phone and system are fully operational	Experience with installations at over 200 jails, and approx. 8 years experience with Network Management, Inmate Card Systems and Computer Technology
Randy Polk, Customer Service	Longview, TX (903) 757-4455	Handle Customer Service issues and training staff on the ICE interface	19 years of customer service
Luisa Rios, Customer Service	Longview, TX (903) 757-4455	Handle Customer Service issues and training staff on the ICE interface	18 years of customer service

Subcontractor:

CWAT Telephone Service
 Cecil Phompson retired AT&T 30 plus years
 420 south 52nd place
 Springfield OR 97473
 Phone: 541 726 2111
 Insured and licensed #3944 LEA

Mark Edgecombe, West Coast Regional Director NCIC Inmate Phone Service	
Years of Related Work Experience:	32 years in the telecommunication industry
Project/Contact:	Madeira County Probation Department 28219 Avenue 14 Madeira, CA 93638 <i>Sergeant Fuentes Phone: 559-675-7899</i>
Project/Contact:	Yakima Detention Center 1728 Jerime Avenue Yakima, WA 98902 <i>Jennifer Knight Phone: 509-574-2104</i>

Tim Euper, Regional Sales Manager NCIC Inmate Phone Service	
Years of Related Work Experience:	31 years managing communication related projects.
Project/Contact:	Plumas County Jail 80 Abernathy Lane Quincy, CA 95971 <i>Commander Hermann Phone: 530-283-6361</i>
Project/Contact:	Riverside Probation Department 3933 Harrison Street Riverside, CA 92503 <i>David Searing Phone: 951-358-4200</i>

Michael Reithmeier, Network Administrator NCIC Inmate Phone Services	
Years of Related Work Experience:	20 years working in IT, 8 years working in the telecom industry
Project/Contact:	Shelby County Sheriff's Office, AL Built VoIP network to handle approximately 70 inmate phones, including redundant interfaces kiosk and JMS integration. <i>Capt. Jay Fondren, Corrections Division Commander</i> Phone: 205-669-4181 Email: jfondren@shelbyal.com
Project/Contact:	Coastal Bend Detention Center, Robstown, TX Built VoIP Network to handle approximately 200 inmate phones, including redundant T1 interfaces, fiber optic conversion, and advanced wiring issues. <i>Jay Cradoct, Facility Manager, Information Services Specialist</i> Phone: 361-767-3400 Email: jcradoct@geogroup.com

Luisa Rios, Client Service Administrator NCIC Inmate Phone Service	
Years of Related Work Experience:	18 years
Project/Contact:	Shelby County, AL <i>Capt. Jay Fondren</i> Phone: 205-669-4181 Email: jfondren@shelbyal.com
Project/Contact:	Blount County, AL <i>Frances Frengel, Jail Administrator</i> Phone: 205-274-5517 Email: franfrengel@yahoo.com

Randy Polk, Client Service Director NCIC Inmate Phone Services	
Years of Related Work Experience:	25 years
Project/Contact:	Natchitoches Parish Detention Center <i>Mitch Kalifeh</i> Phone: 504-616-7174 Email: mkalifeh@allytg.net
Project/Contact:	Southern Louisiana Correctional Center <i>T.L. Ventroy</i> Phone: 337-298-4799 Email: tlventroy@yahoo.com

Andrey Sarfaraz, Maintenance	
Work Experience:	13 years field technician
Recent Relevant Experience:	Very familiar with inmate phones and the issues involved with installation and repair.

Dana Pojman, Maintenance	
Work Experience:	15 years field technician
Recent Relevant Experience:	Very familiar with inmate phones and the issues involved with installation and repair.

APPROACH

The proposal should set forth a work plan, including an explanation of the telephone system service, recording and monitoring methodology to be followed, to perform the services required in this request for proposal.

The Inmate Call Engine (ICE) offered by NCIC meets all stated objectives in this Request for Proposal #1668 and provides many additional complementary features, emphasizing the right balance of functionality, simplicity and maintainability. The ICE platform is at work in over 600 jails around the world and gives the jail staff control of the facilities' inmate telephones at all times.

ICE is a fully integrated, cloud-based call-processing system to ensure higher security and redundancy than other inmate phone platforms that are usually based in a single location. All components for placing calls, live monitoring, recording and data collections, are cloud-based and stored / supported from at least 3 redundant data sites around the country. The ICE platform was the first system to utilize Cloud systems for redundant and secure storing of call detail and recordings. We store our call recordings on a real-time basis at multiple geographically diverse, highly secure and highly available data centers managed by Amazon.com, one of the largest high-security data providers in the US. As part of Amazon's "Simple Storage Solution" (S3), they offer a 99.9999% durability of their multiple nation-wide storage centers using the best current encryption available today. As a result, our call recording security offers the highest grade of tamper-resistance for use in court testimony. The security feature stores the recordings with high security preventing the manipulation of all call data and records by both jail staff and personnel.

At the inmate facilities, our fully automated system will provide easy-to-understand prompts – available in English and Spanish with an unlimited library of languages available upon request – to guide callers through the calling process. The system allows inmates to make collect, pre-paid or debit card calls to cell phones and land lines. The pre-paid and/or debit application supports prepaid collect international calls to any country. Calls to Canada, UK, Mexico and Puerto Rico, a majority of international calling, can be processed as collect calls; all other countries require prepayment. We are one of the few to offer collect calling to Mexico and Puerto Rico. Each actively accepted call is branded with the facility name and inmate placing the call.

The Technology

The ICE system's user interface was written using the newest technology in web tools. All functions on the ICE system are accessible via any Internet enabled computer, tablet or smart-phone allowing authorized administrators' access throughout the platform based on their level of password security. By use of HTML5, our interface is accessible without need of downloading any foreign software onto the user's device. HTML5 has been the most reliable standard player available in the industry and is pre-loaded onto all new PC's, Macs, tablets and smart phones. Our interface also works on all browsers: Chrome, Internet Explorer, Safari and FireFox. ICE interface is accessible from all brands of devices and all browsers. Our customers regularly access our system using iPhones, iPad, Droid (Google) and Microsoft pads.

ICE deploys a centralized soft switch platform utilizing VoIP (Voice over Internet Protocol) technology. Each of the telephone stations located in each of the inmate housing units will connect

back to a central telephone communications room within the detention center via twisted pair cable. The system uses no line concentration, so all phones can be used simultaneously, which increases customer satisfaction and reduces complaints.

To connect all of the locations, we will install a robust MPLS (Multi Protocol Label (Switching) network from ATT to establish a VPN (Virtual Private Network) to each inmate facility and the central software host platforms. MPLS is more scalable and flexible than traditional phone lines that are used by traditional inmate telephone systems. Each twisted pair of cable, representing each telephone installation, will be connected to a switch. The switch will be configured to act as a multiple host IAD (Internet Protocol Access Device) to convert the telephone from analog to digital format. The switch will then connect into a router. Each switch will handle 24 telephones. This results in a carrier-grade platform for higher redundancy and better reliability than past systems. An industrial grade battery backup system (UPS) will be installed at each facility configured to supply power for up to 4 hours to the network equipment in the event of a power failure and prevent call disconnections in the case of intermittent power "blinks."

NCIC provides a RAID server architecture utilizing two diversely-located server clusters consisting of 16 Dell PowerEdge Servers, allowing complete overflow to either side of our network. The primary network site is located at our headquarters in Longview, Texas and the second is co-located with Equinix at the telecom hotel at 2323 Bryan Street in downtown Dallas. Each site employs Uninterrupted Power Supply (UPS) from APC and backup power generators for 100% power redundancy. NCIC consistently maintains a network uptime of 99.99% due to our unique network architecture. For increased security and redundancy of call recordings and call detail, NCIC was the first and may be the only provider, which stores all recordings in the "cloud" instead of at a single location. The ICE platform stores live call recordings on a real-time basis at bunkers as part of Amazon.com's Simple Server Solution (S3), the largest provider of data storage in the United States. This provides the highest security of recordings and call data compared to any other inmate telephone platform as all recordings have multiple sites for back up in a proprietary encryption.

More recently, NCIC completed an upgrade to our co-location facility in downtown Dallas, Texas with Equinix to handle up to 100% of our live traffic in the case of an outage at our primary facility in Longview, Texas. Our network operates at 25% of capacity, utilizing 400Megs of bandwidth with 4 separate bandwidth providers (AT&T, CenturyLink, Cogent and Network Communications). A second major reason for the upgrade was in anticipation of the FCC rate ruling which obviously will increase our call counts about 40% in non-regulated states, such as Texas, Michigan and Missouri. NCIC chose the two, diverse Texas locations due to their central locations in the US because of the major fiber hubs and the lack of major weather disturbances, earthquakes or potential terrorist activity.

System Features

- The most redundant and robust critical data storage in the industry
- Fraud prevention – including *72 blocking
- International Collect, Debit and Prepaid Collect calling
- Self-building Personal Allowed List (25 maximum destinations recommended)

- Remote diagnostics
- Remote investigative and administrative functions, even accessible from all mobile devices and browsers.
- Detailed system operation logs and reports
- Customized announcements
- Multiple language support
- Multi-level security access control
- Flexible telephone service scheduling
- Call limits by destinations, usage and frequency
- Allowed destination numbers by PIN
- Call restriction tables
- Call duration timing
- Free call capabilities
- Detailed call records stored online for contract term
- Integrated live call monitoring and recording

RECORDING/MONITORING

The call setup announcement informs the called party the call is “subject to monitoring and recording”. ICE allows authorized City personnel the ability to monitor inmate phone calls in real time using a web-interface. All calls are recorded and can be monitored simultaneously. All call recordings are stored through the life of the contract – no call recordings or call detail records will be deleted.

All call records and system data are backed up in real-time and available through any internet enabled computer. The recording is then immediately copied to Amazon Cloud for off-site redundancy. All system data is backed up to an off-site location nightly. Users can easily manage downloaded recordings for saving in .zip files, ISO files, .wav formats and .mp3 formats for listening on all devices, PC’s, Macs, tables and smart phones. The user can also burn the files to a CD or DVD or ZIP file. Windows XP or newer has the capability to burn disks built in.

ICE displays all live/current calls under the Live Monitoring tab and allows the user to easily single-click on each call to hear the active call. ICE allows authorized City personnel the ability to monitor inmate phone calls in real time using a web-interface. No third-party software is required for live or recorded call monitoring, as our player utilizes HTML5, which is factory installed on all new PC’s, Apple devices, tablets and smart phones.

Our system allows a quick search by date (with today as the default), current week, past 7 days, month to date, etc when searching for a recording. The user can search by all calls, inmate name, inmate PIN, specific phone, complete destination, partial destination or destination city. Once the parameter is chosen, the user clicks an “All” button or selects the specific recordings to download.

The ICE system provides advanced search features through Call Detail records, such as the ability to search by date, call status, inmate, destination number and phone location. ICE’s powerful Call History tab provides the search, reporting and sorting requirements to easily find any completed or

un-attempted call.

All call attempt and completion data is accessible for the life of the contract. Our call history reports allow searching by partial destination numbers, call disposition, such as answering machine, no answer, busy line, call denied by caller, call blocked by caller, invalid PIN (when inmates are trying to hack PINs), invalid destination number, frequently called numbers and over 20 more options. The Call Detail screen below lists all calls that are placed/accepted in addition the report list the date, time and duration of all calls, local or long distance and even calls to commissary.

The screenshot shows a web-based interface for viewing call history. At the top, there are navigation tabs for 'Calls', 'Messages', and 'Commissary'. Below the tabs, there are search filters for 'Start Date', 'End Date', and 'Status'. The main area contains a table with the following columns: 'Call ID', 'Call Date', 'Call Time', 'Call Duration', 'Call Disposition', 'Call Type', 'Call Status', 'Call Reason', 'Call Location', 'Call Number', 'Call Cost', and 'Call Description'. The table lists several calls, including one to '703-238-2323' and another to '703-238-2323'. The interface also includes a 'Print' button and a 'Refresh' button.

Call ID	Call Date	Call Time	Call Duration	Call Disposition	Call Type	Call Status	Call Reason	Call Location	Call Number	Call Cost	Call Description
1001	11/20/2014	14:15:00	00:00:00	Call Denied	Local	Success	Invalid PIN	Cell Block 10	703-238-2323	\$0.00	Call Denied - Invalid PIN
1002	11/20/2014	14:15:00	00:00:00	Call Denied	Local	Success	Invalid PIN	Cell Block 10	703-238-2323	\$0.00	Call Denied - Invalid PIN
1003	11/20/2014	14:15:00	00:00:00	Call Denied	Local	Success	Invalid PIN	Cell Block 10	703-238-2323	\$0.00	Call Denied - Invalid PIN
1004	11/20/2014	14:15:00	00:00:00	Call Denied	Local	Success	Invalid PIN	Cell Block 10	703-238-2323	\$0.00	Call Denied - Invalid PIN
1005	11/20/2014	14:15:00	00:00:00	Call Denied	Local	Success	Invalid PIN	Cell Block 10	703-238-2323	\$0.00	Call Denied - Invalid PIN
1006	11/20/2014	14:15:00	00:00:00	Call Denied	Local	Success	Invalid PIN	Cell Block 10	703-238-2323	\$0.00	Call Denied - Invalid PIN
1007	11/20/2014	14:15:00	00:00:00	Call Denied	Local	Success	Invalid PIN	Cell Block 10	703-238-2323	\$0.00	Call Denied - Invalid PIN
1008	11/20/2014	14:15:00	00:00:00	Call Denied	Local	Success	Invalid PIN	Cell Block 10	703-238-2323	\$0.00	Call Denied - Invalid PIN
1009	11/20/2014	14:15:00	00:00:00	Call Denied	Local	Success	Invalid PIN	Cell Block 10	703-238-2323	\$0.00	Call Denied - Invalid PIN
1010	11/20/2014	14:15:00	00:00:00	Call Denied	Local	Success	Invalid PIN	Cell Block 10	703-238-2323	\$0.00	Call Denied - Invalid PIN

NCIC's Implementation Plan

NCIC will furnish, install and maintain the telephones for use by the inmates. The transition from the current contractor to NCIC will be a smooth and seamless transition without any interruption in service. Onsite installation will be professional and concise. All equipment will be installed and maintained to the highest standards. NCIC will provide all services to the inmates utilizing ICE (Inmate Calling Engine), in accordance with the requirements and provisions set forth in the RFP at no cost.

The Installation Plan provides a description and timeline of Phase I – Planning, Phase II – Installation and Phase III – Final Testing. The plan is designed to ensure little to no down-time and provide a seamless transition.

Phase I involves planning. We will conduct a site survey to identify the locations of inmate phones. During this phase, we will also confirm requirements and order the equipment. We will provide a detailed implementation plan for review and sign off by the Customer.

Following customer sign-off of the implementation plan, Phase 2, Installation, begins. During Phase II, account setup and configuration is completed, which is also where setup and configuration of the inmate station occurs to test for required features and functionality. To ensure little or no down time, our Technicians start the installation with the placement and testing of the VoIP Gateways. With the placement of the Gateways, the units are tested from the phone room before rolling the system out to the general inmate population at the facility. This approach ensures that the system is working correctly, avoiding down time once inmate phones are changed

Hardware is prepared for the installation including creation of a site diagram for the inmate phones as well as assembling of the devices as needed.

Once the existing equipment and lines are identified, any upgrades to wiring will be determined for both the phones. If necessary, the upgrade will be incorporated into our timeline.

The lines currently operating each inmate phone in the facilities are transferred to the new inmate platform (ICE). After coordination with the current provider, the removal of current inmate telephones and replacement and installation of new inmate telephones begins.

With the use of state-of-the-art equipment, our switch operator has the ability to remotely test our product before the installation Technicians leave the facility. Remote testing ensures all phones and equipment are operating to specifications. Phone labeling and testing is conducted prior to switching the phones.

Once phones are installed, our Technicians will test each phone to verify all digits on the keypad are recognized by the switch, confirmation of speech path clarity and that the system plays the proper system recordings. If there is a problem (examples: no dial-tone, no key-tones, etc.); then it is

resolved on each phone during the installation. We ensure there will be no service interruption or “down time” of inmate phones during the inmate phone provider change over.

PROJECT PHASE		PROJECT TIMELINE		
Task	Description	Week	# of Days	Responsibility
Phase I – Planning				
Site visit and survey	Conduct physical survey on site to identify locations of inmate phones.	1	2	Account Implementation Team
Features and Functionality	Confirm system features and functionality requirements	1	1	Account Implementation Team
Interface requirements	Identify and document requirements for data conversion and software interface for new platform	1	1	Account Implementation Team
Equipment ordering and Delivery	Place orders and coordinate delivery of equipment: IP network connectivity with the LEC New Inmate telephones All required equipment needed for hardware installation	1	1	Account Implementation Team
Final implementation Plan	Develop detailed implementation plan with schedules and assigned responsibility	1	0.5	Project Manager
Customer sign-off	Obtain customer concurrence and sign-off on timelines for Implementation plan	1	0.5	Project Manager
Phase II - Installation				
Account setup and Configuration	Setup up customer user accounts, test accounts, block / unblock database, set up and configure inmate station features and restrictions	2-4	14	NCIC Inmate Phone Service
Test inside wire	Test and tone inside plant cable to ensure connectivity to each inmate phone unit	2	2	Field Service Operations Team
Installation of conduit and cable	Install conduit and cable for connectivity	2	10	Field Service Operations Team
Install network Equipment	Install all network equipment for the call control platform; test all ports to ensure working prompts	2	3	Field Service Operations Team
Hardware preparation	Assembling inmate phones in preparation for installation	2	1	Field Service Operations Team
	Create a cable map/diagram for inmate phones	2	1	Field Service Operations Team
Training	Conduct system training for key personnel for inmate phone system	3	2	NCIC Inmate Phone Service; Customer
Phase III - System Cutover				
Circuit installation	Test and turn up of circuit	4	1	Field Service Operations Team
Final testing	Test inmate call connectivity once circuit is installed and tested	4	1	Field Service Operations Team
System Turn-up	Confirm system is operational - once tested ok and customer sign-off, proceed with swap of existing hardware (inmate phones)	4	1	Field Service Operations Team; NCIC; Customer
Equipment swap out	Swap out all existing inmate phones with new equipment	4	2	Field Service Operations Team
	Test all hardware as installed. Document.	4	1	Field Service Operations Team
Phase IV - Quality Assurance				
Customer Acceptance	Final system acceptance procedures with customer and sign off	4	0.5	Field Service Operations Team

ATTACHMENT 1 SCOPE OF WORK

I. Purpose of Project

The Springfield Municipal Jail is seeking a qualified firm to enter into a concession-type contract whereby the Independent Contractor provides all inmate telephone equipment, software, and system maintenance without any cost to the City and pays the City an agreed upon commission percentage of gross revenue generated from inmate telephone calls. The telephone system shall be monitored and recorded, except when inmates are calling their attorneys or making other legally privileged communications, such as to attorneys and clergy.

The successful proposer will offer a telephone system that has demonstrated the durability necessary to function successfully in a correctional environment, and which provides access to system recordings to authorized personnel both inside and outside the Springfield Police Department. A demonstrated ability to respond promptly to system change requests, such as adding new telephone numbers to the "do not record" list, and to provide prompt service to system outages or damage, will be an important factor in awarding this bid.

The FCC has announced an intention to cap the rates which inmates and their families may be charged for making or receiving telephone calls. The intent of this proposal request is to evaluate all interested bidders based on the projected new rates allowed by the FCC.

The Springfield Municipal Jail is a secure facility, and as such, vendors assigned to work inside the facility are required to pass a background check and to adhere to the security policies of the Jail and direction of the staff.

NCIC pays commission on every billed, completed call that originates from a facility regardless of jurisdiction.

FCC discourages, but does not ban commission payments to jails and prisons. Commissions can be paid out of the capped per-minute rates, but cannot be added as an additional cost above the rate caps.

What does this mean to commission payments to your facility? Well, the FCC discourages the payment of site commissions in hopes that jails and prisons will forego commission payments and charge lower rates and fees to the inmates. However, the National Sheriffs Association offered compelling testimony that most jails incur as much, if not more, cost in offering inmate phone services to inmates than the Inmate Phone Providers. With that said, the FCC decided to cap the rates and fees at Fair and Reasonable levels and has left negotiation of commission payments to be negotiated between the jails and ICS Providers. What this means is, as of November 5th, 2015 you can receive commission payments on all of your calls...interstate, intrastate and local calls.

A few providers believe that if jails accept commission payments, they could be targeted for lawsuits and cite a few examples of California counties who were sued last year. Based on public

notices and documents filed with the FCC, both the FCC and the Wright Petitioners have stated that as long as rates and fees are fair and reasonable, then commission payments can be paid from the profits of ICS Providers.

Below are the key paragraphs from the FCC ruling that assure jails and ICS providers that the FCC will not regulate commission payments:

118. After carefully considering the evidence in the record, we affirm our previous finding that site commissions do not constitute a legitimate cost to the providers of providing ICS. Accordingly, we do not include site commission payments in the cost data we use in setting the rate caps established in this Order. We conclude that we do not need to prohibit site commissions in order to ensure that interstate rates for ICS are fair, just, and reasonable and that intrastate rates are fair.

119. We recognize that some states have adopted reasonable rates that include a margin sufficient to allow providers to pay site commissions, thus demonstrating that it is possible to have rates that are consistent with our rate caps but still allow for the payment of site commissions. The decision to establish fair and reasonable rate caps for ICS and leave providers to decide whether to pay site commissions – and if so, how much to pay – is supported by a broad cross-section of commenters, including consumer advocates, such as the Wright Petitioners; ICS providers, ...; representatives of correctional facilities, such as Praseses; and state regulators, such as the Alabama PSC.

124. We therefore agree with inmate advocates, such as the Wright Petitioners and the Civil Rights Coalition, a group of 20 national civil rights and social justice organizations; providers, such as CenturyLink and NCIC; United States Senators; and state regulators, such as the Alabama PSC that, at this time, we should focus on our core ratemaking authority in reforming ICS and not prohibit or specifically regulate site commission payments. While we continue to view such payments as an apportionment of profit, and therefore irrelevant to the costs we consider in setting rate caps for ICS, we do not prohibit ICS providers from paying site commissions.

Here is a link to the complete FCC ruling for your reference:

https://apps.fcc.gov/edocs_public/attachmatch/FCC-15-136A1.pdf

II. Business Approach - The Springfield Municipal Jail currently uses an inmate telephone system installed during the original facility construction in 2009. There is basic access to a CenturyLink switch for connectivity and internal conduit and cabling installed. If a new vendor is selected, the existing telephone sets and vendor specific equipment would be removed and replaced with equipment from the successful bidder. Please respond to the following questions as part of your bid submission:

a. What is your company's plan to utilize existing infrastructure?

NCIC will utilize all existing infrastructure when possible. If new infrastructure is needed, such as wiring or punch down blocks related to the inmate phone system, NCIC will replace the infrastructure prior to the installation phase of our inmate phone equipment.

- i. Will you require any special equipment or connectivity from the City? If yes, provide all technical details.

NCIC will not require any special equipment or connectivity from the City. NCIC will obtain our own internet bandwidth circuit(s) as well as monitor and maintain those circuits.

- ii. Will you reuse or replace existing conduit, raceways and cabling?

NCIC will reuse existing conduit, racing and cabling that is already part of the facility's infrastructure; only replacing what is in disrepair or found to be inadequate for our usage.

- iii. It is the City's expectation that installation and maintenance of the equipment shall be provided at no cost to the City. Confirm that your company will comply.

NCIC will furnish, install and maintain the telephones for use by inmates at Springfield Municipal Jail at no cost to the City.

- iv. It is the City's expectation that the proposed system will include a kiosk feature to allow inmates and staff to purchase services and refund unused funds. Confirm that your company will comply.

NCIC's kiosk system was designed specifically for the County and City jail markets allowing deposits to inmate phone accounts, trust and commissary accounts and even deposits on to a family member's destination number for our SecureCollect prepaid collect calling only to their designated numbers (up to 10 destinations per deposit fee). Our kiosks are tied into most commissary providers, minimizing delays for integration. The kiosk is manufactured in Tennessee and we currently have over 100 kiosks installed across the US.

Deposits, whether cash, credit / debit card or even on our website will be available for immediate use by the inmate with no delays and no transfer fees imposed by NCIC. We may pass on any fees imposed by the commissary provider, if they charge for debits or credits. Complementary with our kiosks is a commissary / canteen ordering system, inventory system and accounting software. Ordering stations are available for use in the inmate common areas and pods.

Our booking kiosks accept all denominations of cash and coins, as well as can accept credit cards if the inmate is permitted to use his credit card for funding by the jail staff.

NCIC has always charged the lowest deposit fees in the industry avoiding any criticism by many inmates' rights groups who are suing jails and commissary providers for excessive fees.

Inmate Booking Kiosks

The NCIC Inmate Booking Kiosk integrates seamlessly with your Jail Management System (JMS) to allow for your facility to minimize the need to handle cash inside your facility.

Benefits:

- No need to audit each inmate account

- Funds are immediately available to inmate
- Reduce cash handling inside the jail
- Receipts provide immediate balances and auditing trail if needed
- Software integrates with ANY JMS system.
- Camera included and integrated into machine for record purposes
- Biometric capabilities allow you to enroll inmate fingerprints or facial recognition technology for use inside the jail if desired as a secondary login option.
- Ties into family/outside lobby deposit system.
- Includes the debit card load checkout system if desired.

Needs:

Machine needs Internet connection for remote repair and integration to JMS.

Includes: Touchscreen free standing Kiosk, Cash Acceptor, Card reader, Coin Acceptor, Printer, Keys and Cash boxes. Full software conversion and integration with JMS, unlimited software support. Also, includes Shipping and one-year full replacement warranty on parts only. Physical Damage is not covered, but can be replaced at cost.



- v. That is the revenue sharing proposal between your company and the City?

COMMISSION OFFER
NCIC is offering \$6,500 advanced commission for the first year
50% commission thereafter.

- vi. The FCC has proposed caps on the rates that can be charged to inmates. What would the revenue sharing proposal be should the current FCC proposed rules take effect?
NCIC's offer takes into consideration the FCC caps on rates and fees. Once the FCC ruling takes effect, there will be no need for renegotiation.

b. What is your company's maintenance and service plan?

i. How are calls for repair or system maintenance or modification initiated?

NCIC's Bi-Lingual Customer Service Department, based in Longview, Texas, is available 24x7x365 and can be contacted by telephone at 903-757-4455 or toll-free 888-686-3699, through email at support@ncic.com (for trouble-ticketing), or through the ICE platform. The toll-free number rings to a live agent who is based in Longview, Texas. NCIC directly provides the technical services including customer service and remote diagnostics. NCIC does not subcontract its customer service to a third party and ensures it is based in the U.S.

NCIC will use the same technical support phone number for all facilities, 1-888-686-3699 which will reach a live person from 7:30am – 6:00pm EDT. The NOC is at extension 1014 after 6pm EDT. NCIC employs the same procedure for nearly all of its US-based clients.

ii. Where are your service technicians dispatched from?

Over ninety percent of service tickets are resolved remotely. For the small percentage of service tickets requiring on-site repair, NCIC will utilize our own local technician for local field support.

NCIC has contracted with CWAT Communications to dispatch a fully licensed and insured technician 24 hours a day 7 days a week to address any major or minor repairs within minutes of occurrence. Our local technician is 4.4 miles away or approximately 10 minutes.

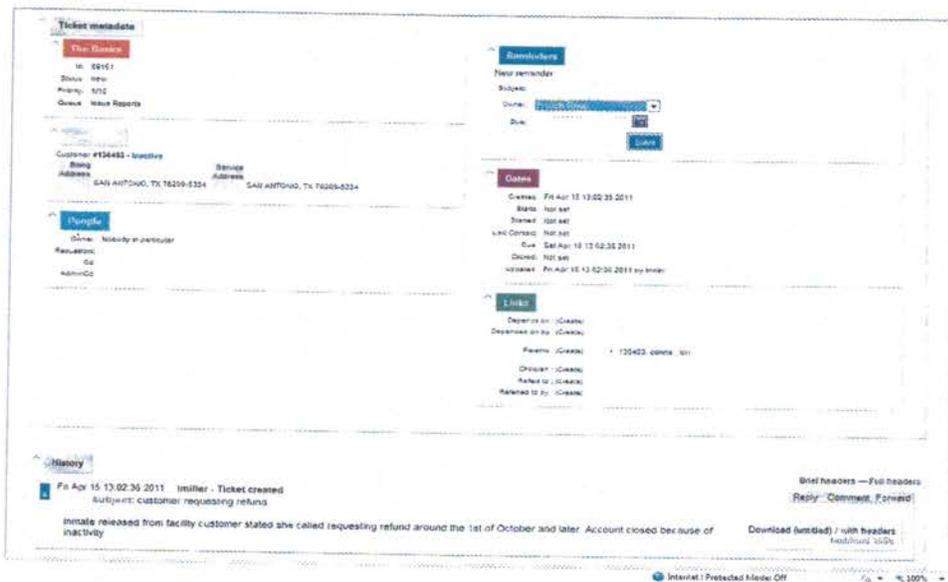
iii. What is your response time for critical repairs/outages? For repairs that cannot be done online, where will repair technicians be dispatched from? The City's expectation is that for critical support issues (such as a total system failure), the contractor will respond within 60 minutes of the issue being reported and will have a resolution plan within 24 hours. For non-critical support issues (when the system is not performing non-critical processes, but the system is still usable or there is a workaround), the contractor will respond within four hours of the issue being reported and have a resolution plan within 24 hours. For minor issues (that do not affect workflow or operations), the contractor will respond within 24 hours of the issue being reported and have a resolution plan within 24 hours.

All on-site equipment are monitored 24x7x365. Facility Administrators can report trouble and create trouble tickets by calling a toll free number that rings to a dedicated account representatives' cell phone providing the Facility with prompt Customer Service 24/7/365. Most system problems are discovered and resolved by the Network Operations team without any outside indication of problems. On-site repairs will be coordinated when required, who will dispatch one of the trained and experienced service technicians on our maintenance team.

The network operations staff begins an investigation of every alarm and provides an escalated status, which includes an initial diagnosis and a corrective action recommendation within 2 hours. Most alarms don't require the escalated status as the routers can be

rebooted and configured remotely, within minutes. Once a determination is made that either the phone is broken or the network device requires replacement, the onsite technician is dispatched. In any case, the on-site technician will be dispatched to meet a 2-hour response time.

Authorized personnel can submit repair requests through the ICE platform's trouble ticket system. The authorized personnel 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.



The screenshot displays a web-based ticket management interface. It is divided into several sections:

- Ticket metadata:** Shows ticket ID (09101), status (Open), priority (N/C), and queue (Issue Reports).
- Customer #126483 - Inmate:** Lists the inmate's name, room, and address (SAIN AMPTONG, TX 76209-6324).
- Profile:** Shows the inmate's name (Nobility #126483), facility (SAIN AMPTONG), and other identifiers.
- Details:** A table of actions with columns for Date, Status, and User. It shows a 'Create' action on 4/15/2011 at 13:02:35 by 'imiller'.
- Links:** A list of actions such as 'Delete', 'Update', and 'Print'.
- History:** A log of events, including the creation of the ticket and a note about an inmate's refund request.

Once a Service Request is reported by a Customer, the assigned Technician is notified. The Technician responds to the Service Request by first contacting the Customer to acknowledge receipt of the request and gather additional information required to troubleshoot and resolve the issue (e.g., how many units are affected, location of issue, is system operational, is it a software or hardware issue, etc).

The Technician uses a variety of tactics including conducting remote testing, if available. If on-site support is required, the Technician contacts the facility to arrange access and escorts. The Technician works on the problem through resolution. During the course of the Service Request, the Technician provides ticket updates to ensure timely communication is shared with our customers and the account team. Upon resolution, the Technician conducts on-site testing, notifies the on-site customer contact, and provides ticket documentation for trouble resolution and closure.

In addition to responding to Service Requests, Standard Operating Procedures (SOPs) include conducting Preventive Maintenance Inspections (PMIs), which maximize the overall

System uptime. PMIs allow us to proactively monitor the phone system, equipment and usage. Our PMIs include physical inspection of the inmate telephones. The inmate telephone dials and handsets are tested for function, usability, appearance and voice quality. During these inspections, all backboards, telephones and wiring are checked to insure they are securely mounted and there are no loose connections. Filters, fans and system internal parts are checked and replaced, if needed. Circuit interfaces are tested for errors and ensure all connections are clean and secure. Basic workstation functions are completed to insure programs are working. Our Technicians use a standard checklist to perform these inspections, document their findings, initiate service tickets and escalations if needed, and follow-up as necessary.

In addition to routine inspections we review monthly usage and identify trends of activity (e.g., zero usage locations, locations with high demand). By monitoring traffic analysis, we can identify potential failure on ports and/or equipment. Where feasible, we conduct remote access testing to identify potential locations of concern. The PMIs optimize the overall performance of inmate communications with the phones checked monthly.

Description of Priority Levels with Examples	Response Times (Maximum Time After Service Request)	Repair Times (Maximum Time After Service Request)
Priority Level 1 <ul style="list-style-type: none"> Emergency service problems More than 25% of all Offender phones down at a single facility Any loss of blocking, monitoring or recording functionality 	1 Hour	4 Hours
Priority Level 2 <ul style="list-style-type: none"> Normal Service Problems 0%-25% of Offender phones down at a single facility Workstation requiring trouble-shooting 	4 Hours	24 Hours

c. How will Jail Staff and Police Staff interact with your system?

The ICE system's user interface was written using standard web tools. All functions on the ICE system are accessible via any Internet enabled computer, tablet or smartphone allowing authorized administrators' access throughout the platform based on their level of password security. Our interface works on all browsers: Chrome, Internet Explorer, Safari and FireFox. By use of HTML5, our interface is accessible without need of downloading any foreign software onto the user's device. HTML5 has been the most reliable standard player available in the industry and is pre-loaded onto all new PC's, Macs, tablets and smart phones.

The ICE platform is password protected and allows only authorized City Administrators to access/issue specific security rights to each individual user. The system supports multiple levels of password protected access so that administrators have access in relation to their authority and not the entire system.

NCIC's centralized platform can allow designated users to modify any number of features on a real-time basis using their secure login credentials from any computer, tablet or smart phone. Each user, upon establishment of their account and approval from the jail administrator, can have access to up to 50 different options to view, edit or even full privileges. All updates are accepted immediately and user can return to section to see effected changes. Specified users can have access to PIN's, allowed and blocked number lists, recording history, recording briefcase, live monitoring, destinations to set specific parameters, such as time of day calling, remove recording option, set calling limits, etc. As an added benefit, investigators from the city or surrounding cities can also be given limited access in order to download recordings of their specific inmates.

i. How are recordings accessed?

ICE allows authorized City personnel the ability to monitor inmate phone calls in real time using a web-interface. All calls are recorded and can be monitored simultaneously. All call recordings are stored through the life of the contract – no call recordings or call detail records will be deleted.

ICE displays all live/current calls under the Live Monitoring tab and allows the user to easily single-click on each call to hear the active call. No third-party software is required for live or recorded call monitoring, as our player utilizes HTML5, which is factory installed on all new PC's, Apple devices, tablets and smart phones. Users can easily manage downloaded recordings for saving in .zip files, ISO files, .wav formats and .mp3 formats for listening on all devices, PC's, Macs, tables and smart phones. The user can also burn the files to a CD or DVD or ZIP file. Windows XP or newer has the capability to burn disks built in.

ii. How are new inmate accounts set up?

The inmate accounts are set up automatically once inmates are added in the ICE platform, as we can interface with the City's Jail Management Software provider, EIS, or commissary provider, Keefe, to import an inmate ID number. Funds can then be added to the account either by family members depositing funds through our operators/website, purchase of debit time through commissary or trust account transfers.

iii. How are new user accounts (i.e. for attorneys) created?

Attorneys can setup a post-paid account billed monthly. The attorney may also setup a prepaid account with an operator or calling Customer Service. NCIC will request a list of attorney numbers to load in our recording bypass database to ensure their calls are not recorded.

iv. How are usage/financial records kept and managed?

Usage is maintained on our inmate call accounting system, which utilizes a real-time rating and taxing engine to ensure accurate billing and tax calculations. All revenue reporting, call recordings and call detail are stored with Amazon.com's Web Services S3 Cloud. The ICE platform was the first inmate telephone service to use the Cloud to provide the utmost redundancy and security in call recording and call detail storage. ICE utilizes Amazon's S3

(Simple Storage Solution) storage services where call recordings are stored in a minimum of 3 separate locations and encrypted in AWS' proprietary encryption code. The call recordings and call detail are immediately copied to Amazon Cloud for off-site redundancy.

d. How will inmates and citizens interact with your system?

Inmate: When the called party answers, a call setup message is played at the beginning of each call. The message is played twice and the inmate can interrupt the message at any time by pressing a coinciding number. The inmate cannot hear the called party during these messages and billing does not begin until after the called party accepts the call. The call setup announcement provides: 1) the name of the correctional facility; 2) the name of the caller as stored in the inmate's recorded name (optional); 3) the type of call (collect/prepaid/debit); 4) the called parties current account balance (for prepaid calls only); 5) the cost of the call 6) information about who is billing the call; 7) instructions for permanently blocking the number and 8) a warning and acceptance required message that warns that call forwarding, conference calls and 3-way calling are not allowed, that the call is "subject to monitoring and recording" and that active acceptance of the charges and terms requires users to press a "1" on their keypad.

Citizen: All inmate calls provide the toll-free customer service phone number (800-943-2189) as the caller ID, making it easy to contact NCIC if they missed the initial call from the inmate. The toll-free prepaid account line provides users with the ability to make payment via check, credit card or money order to establish or recharge an account. Called parties have the option to bill their calls:

- Pre-Paid Collect
- Local Exchange Carrier Billing (assuming positive validation)
- Bank Card – All major credit cards including (V/MC, Amex, etc...)
- Paypal and Western Union
- Valid prepaid debit card
- MoneyGram
- International Collect to Mexico, Canada, Puerto Rico and UK

i. What are their usage fees?

Inmate Phone Non-Telecom Collect and Pre-Paid Collect Associated Fees

Charge/Fee Name	Description	Amount
Automated Funding Fee	Automated Account Funding Fee	\$3.00
Kiosk Fee	Kiosk Funding Fee via cash, credit or debit	\$3.00
Web Transaction Fee	Web-Based Account Funding Fee	\$3.00
Live Agent Account Funding Fee (up to 10 numbers)	Account Funding Fee	\$5.95
NCIC does not charge for refunds.		

Any applicable local, state and federal sales taxes are added to the invoices at the time each call or fee is billed to the end user. A Universal Service Fund may be assessed based on jurisdiction of call.

ii. How do members of the public set up and pay for service for an inmate?

The ICE platform allows the inmate's family and friends to set-up an account directly with the vendor (NCIC) via toll-free to our call center in Longview, our website or even by providing a kiosk for cash deposits.

The NCIC platform offers the most family-friendly system by allowing the family members to speak with a live, bilingual account representative before accepting their first call. Normally, on this first call, family members are finding out for the first time that their loved one has been incarcerated, so access to a live customer service representative is a much more humane treatment than phone systems that are solely IVR based. The family member can find where they are being held and quickly hear any specifics about establishing an account. Further, NCIC offers a web interface where family can inquire about rates, fees, call history, account balances or even receive a refund with no penalty. For ease of access, we use our customer service toll-free number as our caller ID on each call, so they will always have easy access to contact us any time of the day or night, as well as speaking with a live representative. NCIC can also provide pamphlets in your lobby for family members to obtain information on how to establish an account.

iii. How do inmates utilize/pay for their usage?

On the inmate's first call, the family member can deposit funds on their destination number(s) using our SecureCollect product whereby the family dictates where the inmate can call with the deposited amounts. The family can also deposit funds onto the inmate's PIN (ID number) allowing the inmate to call to any number they wish using the balance. Also, if the jail has a commissary or trust account, purchase a paperless debit card or transfer balances through commissary or trust account. The inmate is notified of their balance and the rate of the call before each call is placed.

iv. How is money refunded to inmates/members of the public for unused funds upon release?

Available Minutes never expire and are available for usage until the balance on the account is 0 minutes. A prepaid collect account is deactivated when no customer-initiated activity occurs within 180 days following the last customer-initiated transaction. Minutes can be reactivated and are available for use indefinitely, in the case of re-incarceration. NCIC is the only company that allows indefinite balances, which is an added convenience for the inmates and the facilities.

Prepaid Collect Accounts - Refunds of remaining balances are refundable upon request, free of charge, typically after release of the inmate from the Institution. Customers may choose to have their remaining balances refunded to a prepaid card that is available for use anywhere in the contiguous USA. Check or credit card refunds are available if request is within 180 days of the last customer initiated activity. After 180 days, refund requests of remaining balances will be transferred to a prepaid card and mailed to the customer. Refunds are processed immediately and may take up to two days to show as a credit on the called parties credit or debit card. If a check has to be issued, the called party can expect to receive the check by U.S. Postal Service within 15 days of the request.

Debit Account Balances – Debit balances are generally credited back to the commissary or trust account upon release. The commissary provider submits a release notification to NCIC and we move the balance back into the commissary account. This process is the most efficient and convenient for the facility.

Desired Outcomes/Project Objectives

- **Inmate Phone System provides reasonable access** – The inmate telephone system shall provide reasonable access by inmates to legal counsel and to family members while they are incarcerated at the Springfield Municipal Jail.

NCIC has read, understands and will comply.

The ICE platform is capable of providing inmates and family members all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling. The ICE platform is configured to process collect, free, pre-paid collect, pre-paid card, and/or debit. Calls to Canada, Mexico and Puerto Rico, a majority of most international calling, can be processed as collect calls; all other countries require prepayment. NCIC is one of the few to offer collect calling to Mexico and Puerto Rico. NCIC can reach any country in the world and is staffed with bilingual operators capable of accepting international payment via a credit card. The facility provided list of known attorneys will be loaded into the system and configured not to be recorded. The attorney number will not receive the introductory message stating that the call is recorded. This message is only played if the call is actually being recorded.

- **No cost to the City** – The inmate telephone system shall be provided and maintained at no cost to the City. The system shall be funded through a revenue sharing agreement between the Provider and the City.

NCIC has read, agrees and will comply.

NCIC will furnish, install and maintain the telephones for use by the inmates. Inmate phones are installed and maintained to the highest standards utilizing the Inmate Calling Engine in accordance with the requirements and provisions set forth in the RFP at no cost to the City. The ICE platform offers the latest technology in a phone platform that is the most user friendly and advanced system in the country.

- **Ease of Use** – The telephone system will be easy and convenient for staff, members of the public and inmates to use.

The ICE system's user interface was written using standard web tools. This means the software can be accessed at any time over the Internet using a web browser such as Internet Explorer, Firefox or Chrome. All functions on the ICE system are accessible via any Internet enabled computer allowing authorized administrators' access throughout the facility based on their level of password security. The ICE system is compatible with any Windows based PC and Internet Explorer.

The ICE platform is capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international

calling. The ICE platform is configured to process collect, free, pre-paid collect, pre-paid card, and/or debit.

Called parties have the option to bill their calls:

- Pre-Paid Collect
- Local Exchange Carrier Billing (assuming positive validation)
- Bank Card – All major credit cards including (V/MC, Amex, etc...)
- Paypal and Western Union
- Valid prepaid debit card
- MoneyGram
- International Collect to Mexico, Canada, Puerto Rico and UK

The ICE platform being the most user-friendly platform in the industry and the fact that we use a live operator to handle the prepaid collect account set-up process for friends and family, our process results in a higher amount of completed calls/revenue than allowing collect to cell phones or allowing a short-free call then attempting to convert to a prepaid account at a later time. As is common knowledge, NCIC charges the lowest account establishment fee in the industry, resulting in a higher percentage of prepaid accounts getting installed. When an inmate places a call, the called party is immediately transferred to a live operator while the inmate is on hold. The use of a live operator versus an automated system increases the percentage of successful account set-ups and decreases confusion about establishing an account. Funds are immediately available upon deposit in the account. The inmate is connected to the friend or family member and may make subsequent calls if account balances allow.

Additionally, NCIC utilizes our customer service toll-free number as the caller ID on each call, so family members can easily contact us for further questions about their accounts, recharges and/or refunds. With that said, NCIC can provide a pamphlet that can be distributed in the lobby of the jail for family members and we can post simple instructions next to our phones so the inmates can understand how to place calls prior to placing their first call. We also have a webpage for account funding and management with low fees to establish accounts.

Final Deliverables/Work Products

- Telephone equipment, suitable for use in a correctional facility by inmates that provides access to legal counsel, clergy, and family members.

NCIC has read, agrees and will comply.

Our tamper-proof, non-coin telephones are manufactured specifically for the inmate market. Our coinless telephones feature reinforced, 14-gauge stainless steel housing, tamper-proof design, armored 12 to 18 inch cord tested to withstand a minimum 800 pound pulling test and built-in volume controls. All phones are TTY/TDD and hearing aid compatible. There are no exterior removable parts. The inmate phone system will power all inmate phones, via telephone line, with no additional power source.

TMG, Inc.



CT-410-SS-VCD Mini Inmate Telephone

Housing: High Security, 14 Gauge Steel
Size: 11 1/2" H x 5" W x 2 1/2" D
Connections: Modular or Spade
Handset: Armored cord with steel lanyard, and heavy 14 gauge steel retainer
Instruction Card: 1 3/4" H x 4" W
Line Powered: No A/C power required
Mounting: Mounts directly to wall, a TM-4000-BB Backboard, a TM-4500-BB Backboard with conduit fittings, or to a TM-178A Backboard with adapter TM-178A-ADP-400.
Warranty: 2 Years

Technical Specifications

- 20mA minimum to 80mA maximum line power
- Meets FCC Parts 68 and Bellcore TR-TSY-000450
- Meets Waterspray Test Bellcore TR-TSY-000456 7.2
- Relative Humidity 0% to 95% condensing
- Operating Temperature -10 to 140 degrees Fahrenheit
- Hearing Aid compatible. Meets EIA-RS-504
- Meets ADA Requirements

Ordering Options

- CT- 400-
- SS = Stainless Steel
- BL = Blue Powdercoat Painted Steel
- BK = Black Powdercoat Painted Steel
- IHS = Invisible Hookswitch
- 12 = 12" Mini Handset cord length
- 18 = 18" Short Handset cord length
- 32 = 32" Standard Handset cord length

- Kiosk based system for adding funds to inmate accounts and for refunding unspent funds.
NCIC has read, agrees and will comply.

City of Springfield Responsibilities

- Provide access to the facility for installation and repair of system equipment.
- Make staff available for training on the system for basic operations and troubleshooting.
- Contact the vendor for service change requests or system outages.
NCIC has read, agrees and will comply.

SUPPLIER Responsibilities

- Install and maintain the inmate telephone system at no charge to the City
NCIC has read, agrees and will comply.
- Provide reimbursements to the City pursuant to the agreed-upon revenue sharing agreement
NCIC has read, agrees and will comply.
- Provide meaningful responses to critical system issues and request for changes to the system pursuant to an agreed-upon contract.
NCIC has read, agrees and will comply.
The service technician responds to the service request by first contacting the customer to acknowledge receipt of the request and gather additional information required to troubleshoot and resolve the issue (e.g., how many units are affected, location of issue, is the system operational, is it a software or hardware issue, etc).

The service technician uses a variety of tactics to determine resolution. If on-site support is

required, the technician contacts the facility to arrange access and escorts. The technician continues to work on the problem through resolution. During the course of the service request, the technician provides ticket updates to ensure that timely communication is shared with the customer and the account team. Upon resolution, the technician conducts on-site testing, notifies the on-site customer contact, and provides ticket documentation for trouble resolution and closure.

REFERENCES

Provide a minimum of five (5) references for Inmate Telephone Services for organizations for whom you have provided similar services. The references should include, at a minimum, the name of the organization, the address, the contact person, title, email address and a telephone number. References cannot include current City Staff.

	Reference #1	Reference #2	Reference #3
facility name	Gregg County Sheriff's Office	Shelby County	Riverside County Probation Dept
Address	101 East Methvin Street	380 McDow Road	3960 Orange Street, 6 th Floor
city/state	Longview, TX 75601	Columbiana, AL 35051	Riverside, CA 92501
telephone number	800-765-2189	205-669-4181	951-358-4215
Contact	Floyd Wingo	Cpt. Jay Fondren	David Searing
Email	floyd.wingo@co.gregg.tx.us	JFONDREN@shelbyal.com	dsearing@rcprob.us
number of inmate telephones	119 telephones	52 telephones	42 telephones
Agreement effective date	03/31/2015	10/05/2015	09/24/2014

	Reference #4	Reference #5
facility name	Lake Havasu City Jail	Plumas County Jail
Address	2360 McCulloch Blvd.	80 Abernathy Lane
city/state	Lake Havasu City, AZ 86403	Quincy, CA 95971
telephone number	928-680-5417	530-283-6361
Contact	Mr. John Ellena	Commander Chad Hermann
Email	ellenaj@lhcaz.gov	chermann@pcso.net
number of inmate telephones	38 telephones	20 telephones
Agreement effective date	12/7/2010	03/08/2014

ATTACHMENT 2

CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT
(Type 3: For Personal Services Contracts Requiring Professional Liability Insurance)
Contract #

Dated:

Parties: The City of Springfield ("CITY")
A municipal corporation in the State of Oregon
225 Fifth Street
Springfield, Oregon 97477

and

("Independent Contractor")

Additional Independent Contractor Information:

- A. Type of Entity: Sole Proprietorship Partners Limited Liability Company Corporation
- B. Address:
- C. Telephone:
- D. Fax No:
- E. SSN or Fed. I.D. No:
- F. Professional License(s) No:
- G. Oregon Agency Issuing License:
- H. Foreign Contractor Yes No
(Foreign means not domiciled in or registered to do business in Oregon) See Exhibit B (11).

CITY Account Number(s) To Be Charged (Include Percentages):

Account Number	Percentage

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described in Attachment 1 attached hereto and incorporated herein by this reference and in an amount not to exceed \$_____.
2. **Invoice.** Monthly revenue share check to : Accounts Payable - City of Springfield, 225 5th Street, Springfield, OR 97477. The check must reference this contract #XXXX and approval code #XXX.
3. **Services to be Performed by Independent Contractor.** Independent Contractor shall perform the services described on Attachment 1.

ATTACHMENT 2

4. **Term.** This Agreement is effective as of the date first set forth above and shall continue until _____, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
5. **Sourcing.** Independent Contractor was selected as a result of RFP#1668 Municipal Jail Inmate Telephone Services.
6. **First Point of Contact.**
Independent Contractor: [insert name, ph# and email address]
CITY: [insert name, ph# and email address]
7. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600, and as more specifically set forth on Exhibit "A" attached hereto and incorporated herein by this reference.
8. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including but not limited to ORS 279B.110, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, and as more fully set forth on Exhibits "A", "B" and "C" attached hereto and incorporated herein by this reference.
9. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
10. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
11. **Reimbursement Of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
12. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
13. **No Authority To Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
14. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided
15. **Indemnification and Hold Harmless.** The Independent Contractor shall assume all responsibilities for the work, and bear all losses and damages directly or indirectly resulting to the Independent Contractor, the City, or to others on account of the character or performance of the work, unforeseen difficulties, accidents, or any other cause whatsoever. The Independent Contractor shall assume defense of, indemnify and save harmless the City, its officials, agents, and employees from all claims, liability, loss, damage and injury of every kind, nature and description, directly or indirectly resulting from activities in the performance of the Contract, the ownership, maintenance or use of motor

ATTACHMENT 2

vehicles in connection therewith, or the acts, omissions, operations, or conduct of the Independent Contractor or any Subcontractor under the Contract or any way arising out of the Contract, irrespective of whether any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, liability loss, damage or injury and irrespective of whether act, omission, or conduct of the Independent Contractor or Subcontractor is merely a condition rather than a cause of a claim, liability, loss damage or injury. The Independent Contractor shall not be liable for nor be required to defend or indemnify, the City relative to claims for damage or damages resulting solely from acts or omissions of the City, its officials, agents or employees. The absence of or inadequacy of the liability insurance required in section 16 below shall not negate Independent Contractor's obligations in this paragraph.

16. Insurance.

- 16.1. General Insurance.** The Independent Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury or property damage. The policy will contain a "per project" Aggregate endorsement. Automobile Liability (owned, non-owned and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. The City, its employees, officials and agents will be named as an Additional Insured where operations are being conducted related to this contract, on the General Liability policy as respects to work or services performed under this Agreement to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Independent Contractor or the fault of the Independent Contractor's agents, representatives or subcontractors. This insurance will be primary over any insurance the City may carry on its own. Independent contractor understands that CITY is a public entity subject to the requirements of the Oregon Governmental Tort Claims Act, ORS 30.260 et seq. In the event that CITY'S financial obligations or liabilities are modified by any amendment to the liability limits imposed by the Oregon Governmental Tort Claims Act, Independent contractor agrees that the limits regarding liability insurance set forth in this Section 16.1 will be modified to conform to such limits. Independent contractor and CITY shall sign an amendment to this Agreement incorporating such modification.
- 16.2. Professional Liability.** Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy, approved by the City's Risk Manager as to terms, conditions and limits.
- 16.3. Asbestos Abatement.** (Only applicable to contracts where asbestos maybe present) The Commercial General Liability policy shall be written on a form that meets the following criteria and must be ASBESTOS SPECIFIC as follows:
- A full occurrence form, or
 - A limited occurrence form with at least a three-year (3) tail, or
 - A claim made form with a three-year (3) tail.
- 16.4. Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws. If Independent Contractor is exempt from coverage, a written statement signed by Contractor so stating the reason for the exemption shall be provided to the City.
- 16.5. Evidence of Insurance Coverage.** Evidence of the required insurance coverages issued by an insurance company satisfactory to the City shall be provided to the City by way of a City approved certificate of insurance before any work or services commence.
- 16.6. Notice of Cancellation or Material Change in Coverage.** The certificate of insurance shall contain a requirement that the Insurance company notify the City 30 days prior to any cancellation or material change in coverage. If the approved insurance company will not provide this 30 day notice, the Contractor shall provide written notice to the City contract manager within 2 calendar days after the Contractor becomes aware that their coverage has

ATTACHMENT 2

been canceled or has been materially changed. The Contractor shall either fax 541-726-3782 said notice or email it directly to Bob Duey (rduey@springfield-or.gov), Finance Director at the City. Regardless of what circumstances caused Contractor's insurance coverage to cease or be modified, it is the contractor's responsibility to notify the City. Failure to maintain proper insurance or provide notice of cancellation or modification shall be grounds for immediate termination of this contract. _____ (Contractor Initials)

- 16.7. Equipment and Material.** The Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.
- 16.8. Subcontractors.** The Independent Contractor shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverage's equivalent to those required of the general contractor in this contract. The Independent Contractor shall require certificates of insurance from all subcontractors as evidence of coverage.
- 16.9. Exception or Waivers.** Any exception or waiver of these requirements shall be subject to review and approval from the City's Risk Manager.
- 16.10. Railroad Protective Liability Coverage.** If work being performed under this agreement is near railroad tracks or a railroad right of way and the Railroad requires special insurance (for example: Railroad Protective Liability Coverage), Independent Contractor will be responsible for meeting the Railroad insurance requirements before any work commences. Any insurance required to be purchased by the Railroad is in addition to the insurance required by the City.
- 17. Termination.** The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by CITY.
- 18. Rights In Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in any way it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.
- 19. Confidentiality.** During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.
- 20. Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any

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obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

- 21. Successors In Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 22. Compliance With All Government Regulations.** Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
- 23. Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements of trial and on any appeal.
- 24. Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 25. Assistance Regarding Patent And Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 26. Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 27. Access To Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- 28. Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
- 29. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 30. Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 31. Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.
- 32. Choice of Law, Forum, Construction of Agreement.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, apart from choice of law

ATTACHMENT 2

provisions. The parties agree that the Circuit Court for the County of Lane, State of Oregon, or the Federal District Court of the State of Oregon (Eugene) is the sole and proper forum for resolving any disputes involving this Agreement, any breach of this Agreement, or relating to its subject matter. The Parties agree to submit themselves to the jurisdiction of such courts without challenge to the jurisdiction of these courts. This Agreement shall not be construed more favorably to CITY due to the preparation of this Agreement by CITY. The headings and subheadings in this Agreement are for convenience, do not form a part of this Agreement, and shall not be used in construing this Agreement.

33. Entire Agreement. This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the date first set forth above.

CITY OF SPRINGFIELD:

INDEPENDENT CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SAMPLE

ATTACHMENT 2

EXHIBIT "A"

**CITY OF SPRINGFIELD
INDEPENDENT CONTRACTOR AGREEMENT**

Independent Contractor Status

All performance of any labor or services required to be performed by Independent Contractor shall be performed in accordance with the standards set forth in ORS 670.600 (2005), and as follows:

A person is customarily engaged in an independently established business if any three of the following six requirements are met:

1. The person maintains a business location:
 - a. That is separate from the business or work location of the person for whom the services are provided; or,
 - b. That is in a portion of the person's residence and that portion is used primarily for the business.
2. The person bears the risk of loss related to the business or the provision of services as shown by factors such as:
 - a. The person enters into fixed price contracts;
 - b. The person is required to correct defective work;
 - c. The person warrants the services provided; or,
 - d. The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
4. The person provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
5. The person makes a significant investment in the business, through means such as:
 - a. Purchasing tools or equipment necessary to provide the services;
 - b. Paying for the premises or facilities where the services are provided; or
 - c. Paying for licenses, certificates or specialized training required to provide the services.
6. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

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EXHIBIT "B"

City of Springfield Public Contracts Conformance with Oregon Public Contractors Laws

Pursuant to Oregon law, every public contract shall contain the following conditions:

- 1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279B.220(1)
- 2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279B.220(3)
- 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279B.220(4).
- 5) If the agreement is for lawn and landscape maintenance, it shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 279B.225.
- 6) Promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor. All sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279B.230.
- 7) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or
 - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279B.235(1)-(2).

- 8) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are exempt under ORS 656.010 to 656.020 or under 29 U.S.C. 201-209 from receiving overtime. ORS 279B.235(3).
- 9) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. Employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number hours per day and days per week that the employees may be required to work. ORS 279B.235(5).

If this agreement is for a public improvement, the contract shall contain the following conditions:

- 10) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. ORS 279C.505(1)(a).
- 11) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. ORS 279C.505(1)(b).
- 12) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- 13) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. ORS 279C.505(1)(d).
- 14) The contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505(2).

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- 15) If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the state or a county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing labor or services and charge the amount of the payment against the funds due or to become due the contract by reason of the contract. If the contractor or first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and is subject to a good faith dispute as defined in ORS 279C.580. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515.
- 16) The payment of a claim does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. ORS 279C.515(4).
- 17) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay for:
- a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days; or,
 - b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and,
 - c) For all work performed on Saturday and on any legal holidays specified in ORS 279B.020 or ORS 279C.200(1).
- An employer shall give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(2).
- 18) If the agreement is for personal services, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under ORS C. 201-209 from receiving overtime. ORS 279C.520(3).
- 19) Contracts for services must contain a provision that requires that persons employed under contracts shall receive at least time and half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B)-(G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. ORS 279C.520(5).
- 20) Solicitation documents for a public improvement contract shall make specific reference to federal, state and local agencies that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A solicitation document must also make special reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified under ORS 279C.525(1). If the successful bidder encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations referred to under ORS 279C.525(1), the successful bidder shall immediately give notice of the condition to the contracting agency. The successful bidder may not commence work nor incur any additional job site costs in regard to the condition encountered and described in ORS 279C.525(3) without written direction from the contracting agency. ORS 279C.525.
- 21) Promptly as due, make payments to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All employers shall comply with ORS 656.017. ORS 279C.530.
- 22) A contract for public works shall contain a provision stating the existing state prevailing rate and wage and, if applicable, the federal prevailing rate of wage required. Every contract and subcontract shall contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1).
- If this agreement is for demolition, the contract shall also contain the following conditions:**
- 23) Contractor must salvage or recycle construction and demolition debris, if feasible and cost-effective. ORS 279C.510(1)

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**EXHIBIT C
OREGON TAX LAWS COMPLIANCE AND CERTIFICATION**

A. Contractor's Compliance with Tax Laws.

1. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in Subsection B. 3. (i) through (iv) of this Contract.

2. Any violation of Subsection 1 of this Section A shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Subsection B.3. of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle City to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. City shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services, replacement Goods, replacement contractor].

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

B. Contractor's Representations and Warranties.

Contractor represents and warrants to City that:

1. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of {bids/proposals} for/effective date of] this Contract, faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] City under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to City free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

ATTACHMENT 2

EXHIBIT D

Protected Information

1. **"Protected Information"** shall be defined as *data or information* that has been designated as private or confidential by law or by the City. *Protected Information* includes, but is not limited to, employment records, medical records, personal financial records (or other personally identifiable information), trade secrets, and classified government information. To the extent there is any uncertainty as to whether any *data* constitutes *Protected Information*, the *data* in question shall be treated as *Protected Information* until a determination is made by the City or proper legal authority.
2. **Data Confidentiality.** Independent Contractor shall implement appropriate measures designed to ensure the confidentiality and security of *Protected Information*, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action of unauthorized disclosure that could result in substantial harm to the City or an individual identified with the data or information in Independent Contractor's custody or access.

To the extent that Independent Contractor may have access to City protected health information (as the same is defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and the implementing regulations known and referred to as Privacy Rule, Security Rule, Enforcement Rule and Breach Notification Rule, referred to herein collectively as "HIPAA"), Independent Contractor agrees to protect such information in compliance with HIPAA and represents that it has the processes, systems and training to assure compliance with the same.

3. **Data and Network Security.** Independent Contractor agrees at all times to maintain commercially reasonable network security that, at a minimum, includes: network firewall provisioning, intrusion detection/prevention and periodic third party penetration testing. Likewise Independent Contractor agrees to maintain network security that at a minimum conforms to current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository>. Independent Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority.
4. **Security Breach.** In the unlikely event of a security breach or issue, Independent Contractor will notify the appropriate City contact no later than one hour after they are aware of the breach. Independent Contractor will be responsible for all remedial action necessary to correct the breach; provided however, that Independent Contractor will not undertake litigation on behalf of the City without prior written consent.
5. **Data Storage and Backup.** Independent Contractor agrees that any and all City data will be stored, processed, and maintained solely on designated servers and that no City data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Independent Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an City officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the City Information Security Officer for any general or specific case.

Independent Contractor agrees to store all City backup data stored as part of its backup and recovery processes in encrypted form, using no less than AES 256.
6. **Data Re-Use.** Independent Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Independent Contractor. Independent Contractor

ATTACHMENT 2

further agrees that no City data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Independent Contractor or interested parties except on a case-by-case basis as specifically agreed to in writing by a City officer with designated data, security, or signature authority.

7. **PCI Compliance.** Independent Contractor agrees to comply with PCI DSS (Payment Card Industry Data Security Standard). As evidence of compliance, Independent Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
8. **End of Agreement Data Handling.** Independent Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all City data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of City whichever shall come first.
9. **Mandatory Disclosure of Protected Information.** If Independent Contractor becomes compelled by law or regulation (including securities laws) to disclose any Protected Information, Independent Contractor will provide City with prompt written notice so that City may seek an appropriate protective order or other remedy. If a remedy acceptable to City is not obtained by the date that Independent Contractor must comply with the request, Independent Contractor will furnish only that portion of the Protected Information that is legally required to furnish, and the Independent Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
10. **Remedies for Disclosure of Confidential Information.** Independent Contractor and City acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage City in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give City the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Independent Contractor hereby waives the posting of a bond with respect to any action for injunctive relief. Independent Contractor further grants City the right, but not the obligation, to enforce these provisions in Independent Contractor's name against any of Independent Contractor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
11. **Non-Disclosure.** Independent Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants and auditors have written confidentiality obligations to both Independent Contractor and City.
12. **Criminal Background Check.** City shall perform criminal background checks on all talent assigned to this project before a person is allowed to work on any of the City's Criminal Justice Information System (CJIS) protected data, software systems or facilities.
13. **Survival.** The confidentiality obligations shall survive termination of any agreement with Independent Contractor for a period of ten (10) years or for so long as the information remains confidential, whichever is longer and will inure to the benefit of City.

ATTACHMENT 3

Authorization to Legally Bind Proposer

The person executing this Proposal and the instruments referred to herein on behalf of the Proposer has the legal power, right, and actual authority to submit this Proposal, and to bind the Proposer to the terms and conditions of this Proposal.

William L. Pope June 6, 2016
(Signature of person authorized to bind Proposer) Dated

William L. Pope
Print Name of Person signing as authorized to bind Proposer

President
Title of Person signing as authorized to bind Proposer

NCIC Inmate Phone Service
Firm Name

903-757-4455 ext. 1001
Phone

607 East Whaley Street
Address

903-757-4899
Fax

Longview, TX 75601
City, State, Zip

bill.pope@ncic.com
email address

ATTACHMENT 4

Minority, Women, and Emerging Small
Business/Disadvantaged Business Enterprise



MWESB/DBE Voluntary Self-Declaration for City Solicitation (ITB/RFP) # 1668

The City of Springfield is seeking information on the various business entities that submit bids and proposals. We request that you provide the following information to assist us with evaluating our efforts at reaching the underrepresented sectors of the business communities. The City does not intend to use this data as criteria for selecting the successful bidders or proposers for city-funded procurements. For procurements with state or federal DBE requirements, the City will use the forms and criteria established by the state or federal agency for selecting the successful bidders or proposers.

Please include this form with your bid/proposal submittal to the City.

Prime Bidder/Proposer: N/A
Business Name: N/A
Contact Person: N/A
CCB#/PE#/Other Registration: N/A
Business Address: N/A
Business Phone: N/A

Please check each box indicating the business certificate type that your firm has with the State of Oregon or the federal government, if any:

- Oregon Minority-owned
- Business Oregon Woman-owned
- Business Oregon Emerging
- Small Business Federal Disadvantage

First Tier Sub-contractors:

For each First Tier Subcontractor, provide the same information, using additional sheets as needed.

For more information please visit State of Oregon office of Minority, Women, Emerging Small Business
<http://www.oregon4biz.com/Grow-Your-Business/Business-services/Minority-Owned-Business-Certification/>

ADDENDUMS #1 and #2 – NCIC has read, agrees and will comply.



May 23, 2016

REQUEST FOR PROPOSAL

Police
Municipal Jail Inmate Telephone System
RFP #1668

ADDENDUM #1

The City of Springfield is hereby amending the above mentioned RFP. The original document can be found on the City's website at www.springfield-or.gov. By selecting the hyperlink *Purchasing/Contracts* from the menu on the left side of the home page, interested parties will be linked to the RFP/ITB page.

1. **Question:** One of the requirements states that the City expects the proposed system to include a kiosk to allow inmates and staff to purchase services and refund unused funds (ATT 1 Scope of Work Section II(a)(iv)). Does the City expect a booking area/lobby kiosk that accepts deposits to put money onto the inmates phone and commissary accounts, or are you looking for kiosks in the pods for inmates to use to make phone and commissary purchases?

City's Response: The City expects a kiosk in the booking area/lobby, to allow family and friends to be able to load money on inmate accounts.

2. **Question:** The RFP states that the facility would like to implement the newest FCC rates, which are broken down by the size of the facility. What is the bed count and average daily population of the facility?

City's Response: The Springfield Municipal Jail is a 100 bed facility with an average daily population of 65 inmates.

3. **Question:** Will a lack of Oregon references disqualify a vendor from this RFP process?

City's Response: No. References are not required to be from Oregon.

In the event that it is necessary to further amend, revise or supplement any part this ITB, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select the *Purchase Contracts* hyperlink and RFP 1668 Addendum 1 Municipal Jail Inmate Telephone System. As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers to whom City provided the initial RFP. This addendum shall be considered part of the specification of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

ALL BIDDERS SHOULD ACKNOWLEDGE AND INCLUDE THIS ADDENDA #1 AS PART OF THEIR SUBMITTAL PACKAGE.



June 1, 2016

REQUEST FOR PROPOSAL # 1668

Police - Municipal Jail Inmate Telephone System

ADDENDUM #2

The City of Springfield is hereby amending the above mentioned RFP. The original document can be found on the City's website at www.springfield-or.gov. By selecting the hyperlink *Purchasing/Contracts* from the menu on the left side of the home page, interested parties will be linked to the RFP/ITB page.

1. **Question:** What is the total inmate bed count for the Springfield Police Department?
City's Response: Per the City's response in Addendum #1, the Springfield Municipal Jail is a 100 bed facility.
2. **Question:** What is the Average Daily Population (ADP)?
City's Response: Per the City's response in Addendum #1, the average daily population is 65.
3. **Question:** What is the average length of stay for inmates?
City's Response: The average length of stay for sentenced inmates is 45 days.
4. **Question:** Does the City have a commissary provider? What is their name and contact information?
City's Response: Keefe is the current commissary provider, and can be reached at 800.411.0454
5. **Question:** Are the inmates assigned a PIN at the time of booking to use when making phone calls?
City's Response: No. Inmates are assigned a PIN by the current system provider (GTL). Maintaining the current process is not a requirement of this RFP.
6. **Question:** How many inmate phones are provided by the current provider?
City's Response: The current system supports a total of 23 phones, including 5 in the booking area, 6 in the visitation area, and 2 in each of 6 housing pods.
7. **Question:** Are there any booths or pedestals that will need to be replaced?
City's Response: No.

8. **Question:** Who is the current inmate phone provider?

City's Response: The current provider is GTL.

9. **Question:** Are there any visitation sets needed? How many, and are they recorded?

City's Response: A total of six (6) visitation sets are requested, and they must be recorded.

10. **Question:** Who is the current JMS provider?

City's Response: The current Jail Management System provider is EIS. The inmate telephone system does not currently interface with that system, nor is it a requirement to do so.

11. **Question:** What will the length of the contract be?

City's Response: Depending upon negotiation, the City will seek a 3 to 5 year contract with options to extend after the initial agreement period.

12. **Question:** Can the City provide any call detail reports from the current system showing calls and revenue generated?

City's Response: The City's revenue in Fiscal Year 2015 was roughly \$3,076. The following chart shows the number of calls by type for a recent 6 month period:

<u>Calls by Type</u>	<u>Per. 1</u>	<u>Per. 2</u>	<u>Per. 3</u>	<u>Per. 4</u>	<u>Per. 5</u>	<u>Per. 6</u>	<u>Sum by Type</u>
Interstate Interlata	21	68	42	96	19	21	267
Intrastate Interlata	6	20	14	3	8	4	55
Intrastate Intralata	20	21	8	9	3	35	96
Local	389	265	445	357	328	434	2218
Collect Intrastate Interlata	10	18	27	3	12	18	88
Collect Intrastate Intralata	11	13	1	3	6	1	35
Collect Local	52	71	5	89	51	16	284
Total by Month	509	476	624	560	427	620	3216

Regarding revenue, the following chart shows revenue generated from the first month of the reporting period above:

<u>Calls by Type</u>	<u>Calls</u>	<u>Minutes</u>	<u>Revenue</u>	<u>Commission %</u>	<u>Comm \$\$</u>
Interstate Interlata	21	309	\$64.89	0	\$0.00
Intrastate Interlata	6	77	\$22.51	25%	\$5.63
Intrastate Intralata	20	161	\$54.62	25%	\$13.66
Local	389	5063	\$1,026.96	25%	\$256.74
Collect Intrastate Interlata	10	76	\$33.48	25%	\$8.37
Collect Intrastate Intralata	11	74	\$28.53	25%	\$7.13

Collect Local	52	293	\$137.28	25%	\$34.32
	509	6053	\$1,368.27		\$325.85

13. **Question:** How many workstations does the City require?

City's Response: The current system provides 2 workstations from which phone system data and recordings can be accessed. Maintaining the current system and process is not a requirement of this RFP, as long as data may be accessed in some way described by the proposer.

14. **Question:** Will the City allow vendors to provide multiple rate and commission offers as part of the proposal?

City's Response: The City will prefer a clear communication of the rate and commission structure. However, if multiple rates and commissions are offered, the City will, at its discretion, score the proposal on the rate/commission structure most likely to be utilized by the City.

15. **Question:** Will the City outline the fees that are being charged by the current vendor for account setup, regulatory cost recovery fees, and other fees?

City's Response: That specific information is not available.

16. **Question:** Will the City provide a copy of the current contract pertaining to phones?

City's Response: A copy of the most recent contract is attached and included as part of this response.

In the event that it is necessary to further amend, revise or supplement any part this ITB, additional addenda will be posted on the City's website at <http://www.springfield-or.gov> (select the *Purchase Contracts* hyperlink and RFP 1668 Addendum 2 Municipal Jail Inmate Telephone System). As stated in the original solicitation, City will make a reasonable effort to provide the addenda to all Proposers to whom City provided the initial RFP. This addendum shall be considered part of the specification of the RFP. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by City.

ALL BIDDERS SHOULD ACKNOWLEDGE AND INCLUDE THIS ADDENDA #2 AS PART OF THEIR SUBMITTAL PACKAGE.